MAYOR ARTHUR C. BROWN
MAYOR PRO TEM SUSAN SONNE
COUNCIL MEMBER JOYCE AHN
COUNCIL MEMBER JOSÉ T. CASTAÑEDA
COUNCIL MEMBER CONNOR TRAUT

Tuesday, October 24, 2023, 5:00 PM
Council Chamber
6650 Beach Boulevard
Buena Park, CA 90621

**** Revised ****

BUENA PARK CITY COUNCIL REGULAR MEETING AGENDA

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

VIDEO CONFERENCE PARTICIPATION (Zoom)
https://us06web.zoom.us/j/83405859172?pwd=R1lOQTc1TVRySTZKSENvamp0QnFnQT09
MEETING ID: 834 0585 9172 PASSCODE: 766059

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 complete a speaker identification form located at the council chamber entrance and place it in the box near the speaker's lectern. Comments are limited to no more than three minutes each.

OPTION 2: VIA EMAIL
Members of the public may submit their comments in writing by sending them to the City Clerk's Office at comments@buenapark.com.

OPTION 3: VIRTUALLY (VIA ZOOM)

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

  You may request to speak by dialing *9 from your phone when the designated public comment period, as listed on the agenda, has been opened. After City staff confirms the last three digits of the caller's phone number or Zoom ID and unmutes you, *the caller must press *6*.

  Callers are encouraged, but not required, to identify themselves by name. Each caller has three (3) minutes to speak.

- ***Zoom Virtual Participation***
  https://us06web.zoom.us/j/83405859172?pwd=R1lOQTc1TVRySTZKSENvamp0QnFnQT09
  MEETING ID: 834 0585 9172 PASSCODE: 766059

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

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

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

1: GENERAL

1A. CALL TO ORDER

1B. ROLL CALL

1C. INVOCATION

— Gerardo Arenado, Orange County Fire Authority Battalion Chaplain

1D. PLEDGE OF ALLEGIANCE

— Frank Nunes, Buena Park Police Chief

1E. CITY MANAGER REPORT

2: PRESENTATIONS

2A. PRESENTATION OF PROCEEDS FROM THE 2023 FALLEN FOUR GOLF TOURNAMENT

— Presented to the American Cancer Society and Giving Children Hope

2B. PROCLAMATION RECOGNIZING OCTOBER 2023 AS BREAST CANCER AWARENESS MONTH

— Presented to Fannie Hansen, Director of Oncology Services, Providence St. Jude Medical Center

2C. PROCLAMATION RECOGNIZING OCTOBER 2023 AS DOMESTIC VIOLENCE AWARENESS MONTH

— Presented to Alycia Capone, Chief Advancement Officer, Radian Futures

2D. PROCLAMATION RECOGNIZING NOVEMBER 2023 AS DISABILITY EMPLOYMENT AWARENESS MONTH

— Presented to Dayle McIntosh Center for the Disabled

3: ORAL COMMUNICATIONS

3A. ORAL COMMUNICATIONS

— This is the portion of the meeting set aside to invite public comments regarding any matter within the jurisdiction of the City Council. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the City Council vote. Those wishing to speak are asked to complete a speaker identification form located at the council chamber entrance and place it in the box near the speaker’s lectern. Those wishing to speak using the videoconferencing feature are asked to raise your hand now by either dialing *9 or the raise hand feature.

4: CONSENT CALENDAR

The items listed under the Council Consent Calendar are considered routine business and will be voted on together by one motion unless a Council Member requests separate action. At this time the City Council or public may ask to speak on any item on the Consent Calendar.

4A. APPROVAL OF MINUTES

— Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of October 10, 2023.

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

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

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

— Recommended Action: Receive and file the reports.

4D. PROCLAMATION RECOGNIZING OCTOBER 2023 AS BREAST CANCER AWARENESS MONTH

— Recommended Action: Approve proclamation.

4E. PROCLAMATION RECOGNIZING OCTOBER 2023 AS DOMESTIC VIOLENCE AWARENESS MONTH

— Recommended Action: Approve proclamation.

4F. RESOLUTION AUTHORIZING ACCEPTANCE OF EMERGENCY MANAGEMENT PERFORMANCE GRANT FROM ORANGE COUNTY SHERIFF'S DEPARTMENT FOR 2022-2023 PROGRAM YEAR

— Recommended Action: 1) Adopt a resolution authorizing acceptance of the Emergency Management Performance Grant (EMPG) from the Orange County Sheriff's Department (OCSD) in the amount of $14,219 for the 2022-2023 designated program year; 2) Approve the EMPG agreement with the OCSD in the same amount; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary change to the agreement; 4) Authorize the City Manager and City Clerk to execute the grant agreement and any other necessary documents related to acceptance of and reimbursement by the grant; and 5) Approve a budgetary action in the amount of $14,219 for this purpose.

4G. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA AUTHORIZING PERSONS HOLDING CERTAIN DESIGNATED POSITIONS TO EXECUTE URBAN AREA SECURITY INITIATIVE GRANT DOCUMENTS FOR AND ON BEHALF OF THE CITY OF BUENA PARK

To designate and authorize staff to execute the FY2022 grant agreement documents on behalf of the City of Buena Park. Persons in the designated positions will be authorized to execute all documents associated with the administration of grants and training opportunities awarded to Buena Park, or to apply for grants or grant-related activities available to the City's public safety entities.

— Recommended Action: 1) Adopt a resolution authorizing the Police Chief or his designee to execute Urban Area Security Initiative (UASI) grant documents for and on behalf of the City of Buena Park; 2) Authorize the City Manager, Police Chief or designated persons within the Buena Park Police Department to oversee and administer the projects associated with the Anaheim/Santa Ana UASI training and funding on behalf of the City; 3) Approve an agreement with the City of Anaheim for transfer or purchase of equipment/services or reimbursement of training costs; 4) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 5) Authorize the Police Chief to execute the agreement.

4H. RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR SUSTAINABLE TRANSPORTATION PLANNING GRANTS

— Recommended Action: 1) Approve a Resolution authorizing the Director of Public Works to execute certain agreements with the California Department of Transportation.

4I. PROCLAMATION RECOGNIZING NOVEMBER 2023 AS DISABILITY EMPLOYMENT AWARENESS MONTH

— Recommended Action: Approve proclamation.

5: NEW BUSINESS

5A. PROFESSIONAL SERVICES AGREEMENTS WITH SLADDEN ENGINEERING, INC., MTGL, INC., GROUP DELTA CONSULTANTS, INC., GEO ADVANTEC, INC., AND ASSOCIATED SOILS ENGINEERING, INC.

— Recommended Action: 1) Approve a professional services agreement with Sladden Engineering, Inc. to provide on-call geotechnical inspection and material testing services without a guaranteed minimum and a not-to-exceed amount of $200,000; 2) Approve a professional services agreement with MTGL, Inc. to provide on-call geotechnical inspection and material testing services without a guaranteed minimum and a not-to-exceed amount of $200,000; 3) Approve a professional services agreement with Group Delta, Inc. to provide on-call geotechnical inspection and material testing services without a guaranteed minimum and a not-to-exceed amount of $200,000 4) Approve a professional services agreement with Geo Advantec, Inc. to provide on-call geotechnical inspection and material testing services without a guaranteed minimum and a not-to-exceed amount of $200,000; 5) Approve a professional services agreement with Associated Soils Engineering, Inc. to provide on-call geotechnical inspection and material testing services without a guaranteed minimum and a not-to-exceed amount of $200,000; 6) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to any of the agreements; and 7) Authorize the City Manager and the City Clerk to execute the agreements.

5B. RESOLUTION APPROVING A REORGANIZATION PLAN FOR THE COMMUNITY DEVELOPMENT DEPARTMENT AMENDING THE BUENA PARK MANAGEMENT UNIT COMPENSATION PLAN TO ADD THE SUSTAINABILITY MANAGER JOB CLASSIFICATION SPECIFICATION AND SALARY RANGE

— Recommended Action: 1) Approve the new job classification specification of Sustainability Manager; 2) Adopt a Resolution amending the Buena Park Management Unit Compensation Plan to add the Sustainability Manager classification and salary range; and 3) Approve a budget amendment in the prorated amount of $111,500 from the general fund balance for the remainder of the current fiscal year.

6: PUBLIC HEARING

Public Hearings are held at 6:00 PM

No Items

7: COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8: RECESS

No Items

9: STUDY SESSION

9A. DISCUSS AND PROVIDE DIRECTION REGARDING THE PARKS AND RECREATION MASTER PLAN

9B. DISCUSS AND PROVIDE DIRECTION FOR REMOVING DISCRETIONARY APPROVAL PROCESSES TO TRANSITION TO BY-RIGHT APPROVALS FOR HOUSING DEVELOPMENT

9C. DISCUSS AND PROVIDE DIRECTION REGARDING JUNETEENTH CITYWIDE SPECIAL EVENT

9D. DISCUSS AND PROVIDE DIRECTION ON EFFORTS TO REVITALIZE THE NORTH SIDE OF AUTO CENTER DRIVE BETWEEN STANTON AVENUE AND BEACH BOULEVARD

9E. DISCUSS AND PROVIDE DIRECTION REGARDING CITY SELECTION COMMITTEE APPOINTMENTS

10: CITY MANAGER REPORT

No Items

11: COMMISSION & COMMITTEE UPDATES

No Items

12: ADJOURNMENT

12A. Adjournment

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the City Council less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Chinese, Korean, Spanish, Tagalog, or Vietnamese, please contact the **City Clerk's Office at (714) 562-3750 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

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

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

如果您想参与议程上的任何事务，并希望翻译成中文，韩文，西班牙文，他加禄文或越南文，请联系市政文员办公室，网址为（714）562-3750 在会议开始前48小时。鼓励在口头交流中需要翻译的居民带同传译员。

Kung nais ninyong lumahok sa anumang usapin ng negosyo sa agenda at kailangan ang pagsasalin sa wikang Tsino, Koreano, Espanyol, Tagalog, o Vietnamese, mangyaring makipag-ugnay sa Opisina ng Clerk ng Lungsod sa (714) 562-3750 48-oras bago ang pulong. Ang mga residente na nangangailangan ng pagsasalin sa Oral Communications ay hinikayat na magdala ng mga tagasalin.

Nếu bạn muốn tham gia vào bất kỳ vấn đề kinh doanh nào trong chương trình nghị sự và muốn dịch sang tiếng Trung, tiếng Hàn, tiếng Tây Ban Nha, tiếng Tagalog hoặc tiếng Việt, vui lòng liên hệ với Văn phòng Thư ký Thành phố tại (714) 562-3750 48 giờ trước cuộc họp. Cư dân yêu cầu dịch thuật trong Giao tiếp bằng miệng được khuyến khích mang theo thông dịch viên.

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

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

Date Posted: October 20, 2023

City of Buena Park

City Council Regular Meeting Agenda Report

APPROVAL OF MINUTES

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	CONSENT CALENDAR Item:

Presented By	Prepared By
	Anna Badillo, Assistant City Clerk

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Approve the Minutes of the Special and Regular City Council Meetings of October 10, 2023.

Attachments

2023-10-10 CC M 330PM.pdf

2023-10-10 CC M 5PM.pdf

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD OCTOBER 10, 2023

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, October 10, 2023, at 3:30 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Brown presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Ahn, Castañeda, Traut, Sonne, Brown
ABSENT: None

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

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Castañeda.

2. ORAL COMMUNICATIONS

2A. ORAL COMMUNICATIONS

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

3. CLOSED SESSION

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

3A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to Government Code Section 54956.8
Property at 7851 Beach Blvd. and 7860 Western Ave., Buena Park
Negotiating Parties: Aaron France, City Manager and Various
Under Negotiation: Price, Terms, and Conditions

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

RECESS/RECONVENE

Mayor Brown recessed the meeting at 4:38 p.m. and announced the meeting would reconvene after the regular meeting to discuss Item No. 3B. It was announced that no reportable action was taken for Item No. 3A.

Mayor Brown reconvened the meeting in open session at 8:50 p.m. and immediately recessed to Closed Session for Item No. 3B.

Mayor Brown reconvened the meeting in open session and City Attorney Cardinale announced that no reportable action was taken for Item No. 3B.

4. ADJOURNMENT

There being no further business, Mayor Brown adjourned the meeting at 10:00 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK
HELD OCTOBER 10, 2023

1. GENERAL

The City Council met in a regular session on Tuesday, October 10, 2023, at 5:00 p.m. in the City Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Brown presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Ahn, Castañeda, Traut, Sonne, Brown
ABSENT: None

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

1C. INVOCATION

The Invocation was led by Reverend Dr. Joel Van Soelen, Anaheim Christian Reformed Church.

1D. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Matt Foulkes, Director of Community and Economic Development.

1E. CITY MANAGER REPORT

City Manager France reported on the following:

- Orange County Fire Authority Open House, Saturday, October 14, 2023, 10:00 a.m. – 1:00 p.m., at participating OCFA Fire Stations, such as Station 61 in Buena Park.
- Buena Park Goes to College Workshop, Saturday, October 14, 2023, 1:00 p.m. – 4:00 p.m., Buena Park Community Center.
- Halloween Home Decorating Contest entries will be accepted through Sunday, October 15, 2023. Contest is free and open to Buena Park residents and is limited to what is visible from the street at night. Judging will take place on Tuesday, October 17, 2023.
- 2023 World Korean Business Convention Exhibition, October 11 – 13, 2023, at the Anaheim Convention Center.

2. PRESENTATIONS

2A. 2023 NATIONAL BLUE RIBBON OF DISTINCTION AWARD CERTIFICATE OF RECOGNITION

Mayor Pro Tem Sonne presented a Certificate of Recognition to Buena Terra Elementary School for receiving the 2023 National Blue Ribbon of Distinction Award.

2B. CERTIFICATE OF RECOGNITION TO MYLES WHISLER FOR HIS HEROIC ACT OF BRAVERY

Mayor Brown presented a Certificate of Recognition to Myles Whisler for his heroic act of bravery during the September 5, 2023 Buena Park Target incident.

2C. 2023 SILVERADO DAYS PROCLAMATION

Item taken out of order.

Council Member Ahn presented the 2023 Silverado Days Proclamation to Silverado Days Chairperson Kathy Le Pierre.

2D. PROCLAMATION RECOGNIZING OCTOBER 8 – 14, 2023, AS FIRE PREVENTION WEEK

Council Member Traut presented the Proclamation recognizing October 8 – 14, 2023, as Fire Prevention Week to Orange County Fire Authority Battalion Chief Dohman.

2E. ORANGE COUNTY WATER DISTRICT (OCWD) UPDATE

Orange County Water District Director Roger C. Yoh, P.E. provided an update regarding increasing local water supplies; Per- and Polyfluoroalkyl Substances (PFAs) and its impacts at OCWD; PFAs in the City of Buena Park; and, OCWD's commitment to addressing PFAs in Orange County.

3. ORAL COMMUNICATIONS

3A. ORAL COMMUNICATIONS

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

Luz Trout, Boys and Girls Club of Buena Park Director of Operations, spoke in support of the pump track in the City.

Michael S. spoke regarding his concern with an interaction he had with the Police Department; a filed personnel complaint; and, recommended the City look into creating a Police Commission.

Joseph Sanchez, Buena Park resident, spoke in support of the pump track in the City.

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

4. CONSENT CALENDAR (4A – 4E)

Mayor Brown announced that Consent Calendar Item Nos. 4A through 4E would be acted upon by one motion affirming the actions as recommended on the agenda and agenda bills submitted and inquired if anyone present desired to have any item removed for separate consideration.

Council Member Castañeda requested separate consideration of Item No. 4E.

There being no additional requests for separate consideration, the following action was taken on Item Nos. 4A – 4D:

MOTION: Traut
SECOND: Castañeda
AYES: Traut, Castañeda, Ahn, Sonne, Brown
NOES: None

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

Minutes

4A. APPROVAL OF MINUTES
Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of September 26, 2023.

APPROVED the recommended action.

Finance 75

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

ADOPTED the following titled resolutions:

RESOLUTION NO. 14751
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $700.00 DEMAND NOS. 421188 AND 421189

RESOLUTION NO. 14752
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $2,499,342.10 DEMAND NOS. 421190 AND 421401 CANCELLED NO. 421012

RESOLUTION NO. 14753
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $950,791.36 COVERING REGULAR PAYROLL ENDING SEPTEMBER 15, 2023

Proclamations 119

4C. PROCLAMATION RECOGNIZING OCTOBER 20 – 22, 2023, AS SILVERADO DAYS
Recommended Action: Approve proclamation.

APPROVED the recommended action.

Proclamations 119

4D. PROCLAMATION RECOGNIZING OCTOBER 8 – 14, 2023, AS FIRE PREVENTION WEEK
Recommended Action: Approve proclamation.

APPROVED the recommended action.

Contracts 70 C-3398

4E. PROFESSIONAL SERVICES AGREEMENT WITH ECONOMICS, INC. FOR CONTINUED IMPLEMENTATION OF THE SB 1383 EDIBLE FOOD RECOVERY PROGRAM
Recommended Action: 1) Approve a professional services agreement with EcoNomics, Inc. for continued implementation of the City's edible food recovery program;
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.

Council Member Castañeda requested information on the data gathered by EcoNomics, Inc. from the first year of the program. Council Member Castañeda also asked about the feasibility for Buena Park organizations that offer food distribution to receive food donations from CalRecycle; applying for current CalRecycle funding; and, availability of compost bins for residents.

Senior Management Analyst Aubuchon explained the report EcoNomics, Inc. provided the City regarding Tier I and Tier II businesses that participate in the program and offered to send the City Council the report submitted to CalRecycle. Moreover, Senior Management Analyst Aubuchon indicated that the public could access EcoNomics, Inc.’s website which contains a map of locations of all edible food recovery organizations and program participants in Buena Park. CalRecycle’s local assistance grant program funding is ongoing and the amount granted is determined in the size of the jurisdiction. Lastly, Ms. Aubuchon discussed EDCO’s current organic waste program. EDCO accepts requests for compost bins and keeps a count of the number of bins distributed.

MOTION: Castañeda
SECOND: Traut
AYES: Castañeda, Traut, Ahn, Sonne, Brown
NOES: None

APPROVED the recommended action.

END OF CONSENT CALENDAR

5. NEW BUSINESS (5A – 5B)

City Council 55

5A. RESOLUTION DESIGNATING BEACH BOULEVARD FROM ROSECRANS AVENUE TO ORANGETHORPE AVENUE AS KOREATOWN IN THE CITY OF BUENA PARK
Recommended Action: Adopt a resolution designating Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue as "Koreatown."

Assistant City Manager Fenton provided a report regarding designating Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue as Koreatown in the City of Buena Park. The northern portion of Buena Park is home to a large population of Korean-American residents as well as many Korean-American-owned restaurants and businesses. For many years now, the area surrounding Beach Boulevard from Rosecrans Avenue to Stage Road has become a hotspot for Korean culture and influence, and has even expanded further south with The Source. At its September 26, 2023 meeting, the City Council held a study session discussion to designate Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue as "Koreatown." The City Council directed staff to bring back a formal designation for approval. Additionally, the City Council provided direction to design and install "Koreatown" signage at all major intersections on Beach Boulevard from Rosecrans Avenue to Orangethorpe Avenue, as feasible, with those located on the portion of Beach Boulevard that the City controls/owns to be installed first. Lastly, the City Council directed staff to work with legislators on freeway direction signs.

MOTION: Ahn
SECOND: Traut
AYES: Ahn, Traut, Castañeda, Sonne, Brown
NOES: None

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

RESOLUTION NO. 14754
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DESIGNATING BEACH BOULEVARD FROM ROSECRANS AVENUE TO ORANGETHORPE AVENUE AS KOREATOWN

Contracts 70 C-3504 Public Works Proj. 125 PW-945

5B. RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH ONYX PAVING COMPANY, INC. FOR THE CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT
Recommended Action: 1) Adopt a resolution approving plans and specifications for the Cerritos Avenue Frontage Road Rehabilitation Project; 2) Award a contract to Onyx Paving Company, Inc. in the amount of $515,000.00; 3) Authorize contingency funds in the amount of $52,000.00 in the same purchase order; 4) Authorize construction engineering funds in the amount of $25,000.00; 5) Authorize a budget transfer of $202,000.00 from the Undesignated Gas Tax Fund; 6) Authorize the City Manager and the City Attorney to make any necessary, non-monetary changes to the contract; and, 7) Authorize the City Manager and the City Clerk to execute the contract.

Assistant Engineer Esparza-Almaraz provided a report regarding the approval of the plans, specifications, and contract with Onyx Paving Company, Inc. for the Cerritos Avenue Frontage Road Rehabilitation Project (Project). The Project will include a grind and overlay of 2.5 inches of asphalt concrete from Lorinda Avenue to Carlotta Avenue, improvements to existing curb and gutter, cross gutters, sidewalks, curb ramps, driveway approaches, and sewer frame and covers. Construction is scheduled to begin in November 2023 and completed by December 2023. After advertising the Project, the City received and publicly opened five bids. The lowest, responsible bid was submitted by Onyx Paving Company, Inc. in the amount of $515,000. The contractor possesses the required license and has completed similar projects for other public agencies. Therefore, staff recommended awarding a contract to Onyx Paving Company, Inc. and approving funds for contingency and construction engineering.

MOTION: Castañeda
SECOND: Ahn
AYES: Castañeda, Ahn, Traut, Sonne, Brown
NOES: None

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

RESOLUTION NO. 14755
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING PLANS AND SPECIFICATIONS FOR CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT IN SAID CITY

6. PUBLIC HEARING

Econ. Dev. 191 Loan Program 191.7 Contracts 70 C-3304

6A. GENERAL PLAN AMENDMENT NO. GP-22-2, ZONE CHANGE NO. Z-22-2, DEVELOPMENT AGREEMENT NO. DA-22-1, MITIGATED NEGATIVE DECLARATION NO. MND-22-2 TO ALLOW THE DEVELOPMENT OF A 55-UNIT AFFORDABLE HOUSING DEVELOPMENT AT 7101 LINCOLN AVENUE
(Consider an amendment to the previously approved Affordable Housing Disposition and Development Agreement to extend escrow and project deadlines.)

Recommended Action: That the City Council: 1) Hold a public hearing and thereafter adopt ordinances approving Mitigated Negative Declaration No. MND-22-2 and the following land use entitlements for an affordable housing project located at 7101 Lincoln Avenue, Buena Park: (a) General Plan No. GP-22-2, (b) Zone Change No. Z-22-2, and (c) Development Agreement No. DA-22-1; 2) If the City Council approves the land use entitlements, approve an amendment to the previously approved Affordable Housing Disposition and Development Agreement (DDA Amendment) between the City and developer to extend escrow and project deadlines; and, 3) Authorize the Mayor and the City Clerk to execute the Development Agreement and DDA Amendment.

Planning Manager Meshram provided a report regarding the residential development project at 7101 Lincoln Avenue. Planning Manager Meshram discussed the property's background and the current Disposition and Development Agreement (DDA). The DDA outlines several conditions precedent to the "closing of escrow," which include: reviewing potential environmental impacts of the Project; the Developer obtaining the land use entitlements from the City needed to develop the Project on the Property; and the Developer obtaining final approval of tax credits and other sources of construction financing. The DDA also included a schedule of performance, which presumed the City would finalize review and processing of the land use entitlements by May 2022, but in turn would have allowed the Developer to finalize their financing and close escrow by December 31, 2023. The DDA is currently scheduled to expire on December 31, 2023. Planning Manager Meshram further discussed the project proposal, proposed site plan, open space and parking, elevations, project analysis, outreach efforts, and Planning Commission action. It was recommended that the City Council adopt the resolutions to approve General Plan Amendment (GP-22-2) and certify the Mitigated Negative Declaration (MND-22-2); adopt the ordinances approving the Zone Change (Z-22-2) and Development Agreement (DA22-1); and, approve an Amendment No. 1 to the DDA to extend the deadline to close escrow by two years to December 31, 2025.

Mayor Brown stated that this was the time and place for a public hearing to consider the adoption of an ordinance approving Mitigated Negative Declaration No. MND-22-2 and land use entitlements for an affordable housing project located at 7101 Lincoln Avenue. Mayor Brown opened the public hearing and inquired if anyone present desired to speak. There being none, Mayor Brown closed the public hearing.

Council Member Castañeda asked about means to expedite the process to secure project funding.

Todd Cottle, C & C Development Co., LLC, Principal, explained that the project was awarded funding commitment from CalOptima which will help backfill some of the funding and increase the competitiveness of the project.

Council Member Traut spoke in support of the project and thanked the developers for their outreach efforts to the community.

MOTION: Castañeda
SECOND: Sonne
AYES: Castañeda, Sonne, Ahn, Traut, Brown
NOES: None

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

RESOLUTION NO. 14756
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, CERTIFYING THE COMPLETION OF A MITIGATED NEGATIVE DECLARATION FOR GENERAL PLAN AMENDMENT, ZONE CHANGE, AND DEVELOPMENT AGREEMENT, TO DEVELOP A 55-UNIT AFFORDABLE APARTMENT HOME COMMUNITY WITH ASSOCIATED PARKING AND SITE IMPROVEMENTS AT 7101 LINCOLN AVENUE (APN: 135-192-50)

RESOLUTION NO. 14757
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT GP-22-2, MAKING AMENDMENT TO THE GENERAL PLAN LAND USE MAP OF THE LAND USE AND COMMUNITY DESIGN ELEMENT OF THE GENERAL PLAN, CHANGING THE LAND USE FROM “COMMERCIAL” TO “GENERAL MIXED-USE” FOR CERTAIN PROPERTY LOCATED AT 7101 LINCOLN AVENUE (APN: 135-192-50)

ORDINANCE NO. 1727
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING ZONE CHANGE Z-22-2 FROM COMMUNITY SHOPPING TO GENERAL MIXED-USE (GMU) PERTAINING TO PROPERTY LOCATED AT 7101 LINCOLN AVENUE (APN: 135-192-50) WITHIN THE CITY OF BUENA PARK

ORDINANCE NO. 1728
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING THAT DOCUMENT ENTITLED “DEVELOPMENT AGREEMENT DA-22-1” CONCERNING PROPERTY LOCATED AT 7101 LINCOLN AVENUE, BUENA PARK, CALIFORNIA AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BUENA PARK

7. MAYOR/CITY COUNCIL REPORTS AND CALENDAR

7A. REPORT

Council Member Ahn reported the following:
- September 27 Infrastructure Tour: CalOptima Health PACE Center and Street Medicine Van
- September 29 OC Mosquito and Vector Control District Joint Committee Meeting
- September 30 Friendly Center's One Heart Annual Gala
- October 3 Korean National Foundation Day Celebration at Miracle Terrace Senior Apartment
- October 5 NOCC S.H.E. Influences Conference & Business Expo
- October 5 Korean National Foundation Day Celebration at LA Korean Consul General
- October 10 Official Sign Unveiling of Koreatown Buena Park
- October 10 One-on-One Meeting with Knott's Berry Farm

Council Member Ahn thanked staff for coordinating a great event at The Source for the Koreatown sign unveiling and the City Council, City Manager, City staff, and the community for the support.

Mayor Pro Tem Sonne reported the following:
- September 27 ACC-OC Special Briefing: California Water Board Regulations and Rulemaking Update
- September 27 OC Sanitation District Monthly Board Meeting
- September 30 Friendly Center One Heart Annual Gala
- October 4 OC Sanitation District Operations Meeting
- October 5 4th District Update of OCTA Programs, Projects, and Funding Opportunities
- October 5 NOCC S.H.E. Influences Conference & Business Expo
- October 5 Opening Ceremony of OC Sustainability Decathlon
- October 7 Silverado Ball
- October 10 Official Sign Unveiling of Koreatown Buena Park

Mayor Pro Tem Sonne indicated that this coming Thursday through Sunday will be the last time to view the sustainable homes put together by talented high school students as part of the OC Sustainability Decathlon. Mayor Pro Tem Sonne also announced that the Buena Park Goes to College Workshop will be held on Saturday, October 14, 2023, 1:00 p.m. to 4:00 p.m. Senator Josh Newman, Senate Education Committee Chair, will be in attendance to discuss information about California legislature's plans for the youth. Mayor Pro Tem Sonne also indicated that there will be new elements in this year's program one of which is a student life element from local colleges.

Council Member Traut reported the following:
- September 28 Autism Ad Hoc Committee Meeting
- September 28 OCFA Board of Directors Meeting
- September 29 Guest Speaker for City Commissioner/Professor Lamiya Hoque's Course at Chapman University
- September 30 Friendly Center One Heart Annual Gala
- October 3 Walk to School Event at Raymond Temple Elementary
- October 4 Guest Speaker on Local Government for Second Grade at San Marino Elementary
- October 5 Walk to School Event at San Marino Elementary
- October 5 SCAG Energy & Environmental Committee Meeting
- October 5 Launch for OC Sustainability Decathlon
- October 9 Community Meeting, Dysinger Elementary, Related to a Proposed Housing Development for Dale St. and La Palma Ave.
- October 10 Official Sign Unveiling of Koreatown Buena Park

Council Member Traut spoke about former Anaheim Union High School District Trustee and former Anaheim City Council Member Jordan Brandman. Mr. Brandman is a champion for labor and education, a mentor and dear friend, and thanked Mayor Brown for adjourning the meeting in remembrance of Mr. Brandman.

Council Member Castañeda reported the following:
- September 27 USDOT Project Delivery Center of Excellence Webinar
- September 27 Using NEPA to Review to Define and Shape Better Projects
- September 28 Monthly Elected Democrat Social
- September 28 Mobility 21 Summit VIP Reception
- September 29 Mobility 21 Beyond the Limits
- September 30 Friendly Center One Heart Annual Gala
- October 5 Be a Climate Leader! Climate Action Plans for all Webinar
- October 8 Castañeda-Sanchez-Millan Family Reunion at Boisseranc Park
- October 10 Official Sign Unveiling of Koreatown Buena Park

Council Member Castañeda thanked Council Members Ahn and Traut for taking the lead in the Koreatown Buena Park sign. Council Member Castañeda also reported on the review of the Community Health Needs Assessment 2023 findings at the September 20, 2023 Providence St. Jude Hospital Committee Board of Trustees meeting, and submitted comments for the Committee's strategic planning and initiatives for the 2024-2026 reporting period.

Council Member Castañeda calendared a consideration of a joint application with the City of Stanton for OCTA's Project V Micromobility Program; and, and application for the USDOT Smart Mobility Program Funding.

Mayor Brown had nothing to report.

Mayor Brown calendared tracking of the short term rental policy.

8. RECESS/RECONVENE

Mayor Brown recessed the meeting at 6:25 p.m. and announced the meeting would be reconvened in the City Council Chamber. The meeting was reconvened at 6:40 p.m.

9. STUDY SESSION (9A – 9D)

9A. UPDATE AND PRESENTATION BY THE ORANGE COUNTY POWER AUTHORITY (OCPA)

Joe Mosca, OCPA Interim CEO, provided a presentation and discussed the interim CEO's goals; agency's Year in Review; Power Content Label; Total CO2 Reduction; Buena Park Highlights; New Mission Statement; Strategic Plan for 2023-2026; Fiscal Year 2023-2034 Budget; Reinvesting in the Community; 24-point Improvement Plan; Enhanced Customer Communications; and, One-Year Anniversary of Residential Launch. Mr. Mosca also highlighted OCPA's one-year anniversary advertisements on billboards, bus stops, movie theaters, newspapers; community events to mark the milestone; creating street art; and, desk-side briefings.

Mayor Pro Tem Sonne thanked Interim CEO Mosca for his service; commended OCPA staff and City staff for the ongoing partnership and in being responsive to the community; and, expressed excitement about the future of the agency.

Council Member Castañeda commended Interim CEO on his work, and discussed appreciation on the continuous presence of OCPA in the Buena Park community. Council Member Castañeda asked about the discussions being brought up by OCPA's Legislative and Regulatory Committee, particularly on existing CCA and CalCCA collaborations and public input submitted, in lieu of the Thursday, October 12, 2023, California Public Utilities Commission (CPUC) Resource Adequacy Regulatory proceeding. Council Member Castañeda also asked about more grant funding opportunities for the City and other OCPA member cities. Lastly, Council Member Castañeda requested staff to include information regarding the RadRunner 2 Ebike raffle and Ohm Connect Power Plug on the City website.

Mr. Mosca explained that resource adequacy is broken in California primarily because there is not enough energy supply. OCPA and all other CCAs in California have been advocating for reforms to the resource adequacy system to address the energy market challenge and bring in more renewable energy. In regards to grant funding opportunities, Mr. Mosca indicated that OCPA is looking into collaborating with partners in the region to secure federal and state funding to promote clean energy efforts in the county. OCPA Board of Directors are proactively implementing programs and seeking funding to continue with what is required to implement them.

Council Member Traut spoke about his confidence in OCPA for all its notable, significant improvements and thanked Interim CEO Mosca, OCPA staff, and Board of Directors for their leadership in moving things forward.

Received and filed.

9B. DISCUSS AND PROVIDE DIRECTION REGARDING A PUMP TRACK PROPOSAL AT PEAK PARK

Community Services Supervisor Kurata provided a report regarding a pump track proposal at Peak Park. A Pump Track is an asphalt based, looping circuit of rollers, banked turns and features that you can ride continuously without pedaling. A 15,000 sq. ft. pump track is being proposed to be added at Peak Park in the northwest corner, adjacent to where the water well site is scheduled to be constructed and will take the place of Baseball Field No. 3. The City's total estimated project cost is $750,000 and there is currently no funding available for this project. Staff sought the City Council's direction on next steps for the proposed pump track project. If the City Council decides to proceed, staff will reassess the current Park-in-Lieu funding priorities, identify potential grant opportunities, and seek county, state or federal funding or other resources.

The City Council asked about the long-term maintenance cost of the pump track; potentially separating areas of the pump track based on age and skill level; and liability issues associated with having a pump track.

Maddie Ferson, American Ramp Company, explained that the asphalt pump track installation comes with a one-year warranty and indicated that they offer additional maintenance packages, if desired.

Supervisor Kurata stated that staff will look into different maintenance options. As for designating areas in the pump track based on age and skill level, the City could hold a community meeting to obtain public input on the pump track design and other accommodations. Lastly, Supervisor Kurata explained that safety signage will be posted in and around the pump track.

Council Member Traut, Mayor Pro Tem Sonne, and Council Member Ahn spoke in support of the pump track at Peak Park.

Council Member Traut indicated a request he received for the pump track to be fenced and locked for public safety purposes.

The City Council discussed to approve the concept and location of the pump track; and, directed staff to seek project funding and reach out to potential partners.

Mayor Brown recommended for the pump track to be included in the Park Master Plan and for staff to look for grant funding to build the pump track. Mayor Brown also indicated that asphalt requires minimal maintenance. It would take many years before it would need to be resurfaced and coated.

Council Member Castañeda recommended for staff to look into rubberized asphalt and seek grant funding from CalRecycle for the pump track project.

Tanya Massed, Buena Park resident, spoke in support of the proposed pump track at Peak Park. Luke Castillo also spoke in support of the pump track and requested that the City Council approve the item.

Director Jimenez acknowledged the email correspondences received in support of the pump track proposal at Peak Park from the following individuals:

- Nicolette Malubag
- Megan Stanley
- Rebecca Pancake
- Jamie Garcia
- Reyes Vasquez
- Brittany Norton
- Arianna Carmona
- Laura Rips
- Dayna Junca
- Katie Fuller
- Laura Magnusen

Following the discussion, the City Council directed staff to include the pump track in the Park Master Plan and seek project funding for the pump track at Peak Park.

9C. DISCUSS AND PROVIDE DIRECTION REGARDING OVERVIEW OF THE OPIOID SETTLEMENTS AND POTENTIAL FUNDING ALLOCATIONS AND EXPENDITURES

Police Captain Nguyen provided a report regarding the City's opioid settlement funds, and potential funding allocations and expenditures. It was noted that all settlement funds received must be used for future opioid remediation activities in one or more of the areas described in Exhibit "E" of the Janssen and Distributors settlement agreements. The California Department of Health Care Services (DHCS) also encourages jurisdictions to prioritize strategies listed in Schedule A of Exhibit "E" to the extent possible. Of these activities, no less than 50% of the funds received each calendar year must be used for one or more High Impact Abatement Activity. Funds may be rolled over to the next fiscal year, but must be expended or encumbered within five years of receipt, or seven years for capital outlay projects. Administrative costs cannot exceed 10% of the total amount received. Staff had conversations with Korean Community Services (KCS) about a partnership to address fentanyl addiction in the community and exchanged ideas about program options for the community. Staff also met with Fentanyl Solutions, Inc. staff about potential programs they offer that are also eligible under the settlement guidelines. Staff sought City Council direction to utilize the opioid settlement funds received by the City for efforts to address fentanyl addiction in the community.

The City Council asked about the expenditure breakdown options; possible consideration of expanding the MAT services; sufficiency of City staff and volunteers in administering opioid prevention training and education; naloxone vending machine; Fentanyl Solutions, Inc.'s specific action plan for Buena Park; and, feasibility of funding opioid prevention efforts in one year instead of splitting the balance over the next two calendar years.

City Manager France confirmed that as presented by staff, KCS Health Services will assist indiviuals with Substance Use Disorder (SUD) to receive Medical Assisted Treatment (MAT) services, while Fentanyl Solution will provide staff and community training and distribution of naloxone via vending machines or standard distribution. As for training and education, City Manager France suggested bringing in emergency management personnel to administer such program. Furthermore, City Manager France suggested to the City Council that staff will work with Fentanyl Solutions, Inc. regarding effectively using the funds awarded to their organization in the first year.

Council Member Castañeda and Council Member Traut spoke in support of moving forward with partnering with Fentanyl Solutions, Inc.

Mayor Brown recommended that the City Council approve the Police Chief's recommendation on funding allocations and expenditures for many lives are involved and will be saved through the programs presented.

Shane Wood, Fentanyl Solutions, Inc., advocated for the City Council's approval of working with their organization to combat the fentanyl epidemic in communities. Mr. Wood explained that the partnership between the City of Buena Park and Fentanyl Solutions could lead a robust response to this epidemic not only to City residents but also to other communities in Orange County. Moreover, Mr. Wood discussed their organization's plan in the implementation of their program in Buena Park schools, and to educate parents regarding the harm caused by drugs and the need for Naloxone to reverse opioid overdoses.

Council Member Castañeda and Mayo Pro Tem Sonne recommended that the $11,727 allocated for Buena Park Staff and Volunteers be transferred to Fentanyl Solutions, Inc.

Mayor Pro Tem Sonne indicated the City should make a sufficient investment as quickly as possible to get test strips out there to the people who need them.

Arnel Dino, Fentanyl Solutions, Inc. Development Officer, acknowledged Fentanyl Solutions, Inc. President and CEO Janice M. Celeste, and spoke about the organization's stance to address the impact of fentanyl crisis not just with the youth but with the older population as well; and, advocated for the programs they offer such as education and providing Narcan and test strips to the people who want them.

Following the discussion, the City Council directed staff to proceed with the allocation and expenditure of funds to KCS Health Services and Fentanyl Solutions, Inc. as amended.

9D. DISCUSS AND PROVIDE DIRECTION REGARDING SECURITY AT EHLERS EVENT CENTER

Community Services Supervisor Hurtado provided a report regarding safety and security concerns at Ehlers Event Center. Community Services Supervisor Hurtado discussed that staff initiated plans and implemented additional safety measures to address the public safety concern expressed by an individual at a previous City Council meeting. City staff will continue to monitor the safety concerns and will make necessary changes to these safety measures that will continue to create a safer environment which will enhance community and personal wellnesses at the Ehlers Event Center/Senior Center. A Calls for Service report was also provided and showed that transient calls increased over the summer. However, staff differed that such report reflect the concerns related to public safety as indicated by a member of the public.

Received and filed.

10. CITY MANAGER REPORT

City Manager France reported the following:

- Silverado Days Festivities Kick Off Celebration, Thursday, October 19, 2023, 5:00 p.m., Peak Park

11. COMMISSION & COMMITTEE UPDATES

Director of Government and Community Relations/City Clerk Jimenez reported all Commissioners and Committee Members have submitted their paperwork and are now able to schedule meetings.

12. ADJOURNMENT

There being no further business, Mayor Brown adjourned the meeting at 8:37 p.m. in memory of United States Senator Dianne Feinstein, Former Anaheim City Council Member Jordan Brandman, and Los Angeles County Deputy Sheriff Ryan Clinkunbroomer.

_____
Mayor

ATTEST:

_____
City Clerk

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	CONSENT CALENDAR Item: A

Presented By	Prepared By
	Sung Hyun, Director of Finance

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

Attachments

Claims 421402 reso.pdf

Claims 421402 att1of1 resolist.pdf

Claims 421403-421626 reso.pdf

Claims 421403-421626 att1of2 resolist.pdf

Claims 421403-421626 att2of2 voids.pdf

Claims PR100623 reso.pdf

Claims PR100623 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 $100.00 DEMAND NO 421402 NO CANCELLED OR VOIDED NOS

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 No. 421402 the sum of $100.00 set forth on the 1-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 _____ 2023 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2023

_____
City Clerk

SELECTION CRITERIA: transact.trans_date between '20230928 00:00:00.000' and '20231009 00:00:00.000'
ACCOUNTING PERIOD: 4/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421402	10/09/23	00001095	FRANCHISE TAX BOARD	73	P/E 09/29/2023	0.00	100.00
TOTAL CASH ACCOUNT							0.00	100.00
TOTAL FUND							0.00	100.00
TOTAL REPORT							0.00	100.00

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $2,039,310.05 DEMAND NOS., 421403 AND 421626 CANCELLED NOS 418459 AND 421349 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.421403 through 421626 the sum of $2,039,310.05 set forth on the 18-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 _____ 2023 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2023

_____
City Clerk

SELECTION CRITERIA: transact.trans_date between '20231010 00:00:00.000' and '20231011 00:00:00.000'
ACCOUNTING PERIOD: 4/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	418459 V	03/29/23	10012739	JP MORGAN	52	REIMB/ACCT/UB REFUND	0.00	-100.00
1011	421349 V	09/27/23	10005273	DAVID E. FIGUEROA	650303	MONOCHROME LASER	0.00	-900.00
1011	421403	10/11/23	10005077	JAVIER GOMEZ	731150	CFORMS/WEB APP/OCT-23	0.00	250.00
1011	421404	10/11/23	10003794	A T & T	126143	9391026072 SEPT-23	0.00	27.10
1011	421404	10/11/23	10003794	A T & T	170670	9391054290 SEPT-23	0.00	27.10
1011	421404	10/11/23	10003794	A T & T	126143	9391026070 SEPT-23	0.00	52.66
1011	421404	10/11/23	10003794	A T & T	170670	9391026068 SEPT-23	0.00	73.57
1011	421404	10/11/23	10003794	A T & T	660241	9391026088 SEPT-23	0.00	205.97
1011	421404	10/11/23	10003794	A T & T	170670	9391031456 SEPT-23	0.00	309.75
1011	421404	10/11/23	10003794	A T & T	660241	9391031458 SEPT-23	0.00	309.75
1011	421404	10/11/23	10003794	A T & T	170670	9391026049 SEPT-23	0.00	677.60
1011	421404	10/11/23	10003794	A T & T	170670	9391050264 SEPT-23	0.00	920.54
TOTAL CHECK							0.00	2,604.04
1011	421405	10/11/23	10004528	A T & T	170670	149868998 SEPT-23	0.00	127.69
1011	421406	10/11/23	10004247	A T & T MOBILITY	731150	996095853X09172023	0.00	368.27
1011	421407	10/11/23	10011990	AARDVARK	650407	FREIGHT	0.00	190.00
1011	421407	10/11/23	10011990	AARDVARK	650407	#CTS-7290-2 -FLASH BAN	0.00	862.56
1011	421407	10/11/23	10011990	AARDVARK	650407	#CTS-7290M- FLASH BANG	0.00	300.00
1011	421407	10/11/23	10011990	AARDVARK	650407	TAX	0.00	90.10
1011	421407	10/11/23	10011990	AARDVARK	650407	#DT2262 - 40MM CS FERR	0.00	765.00
1011	421407	10/11/23	10011990	AARDVARK	650407	FREIGHT	0.00	407.68
1011	421407	10/11/23	10011990	AARDVARK	650407	#DTS1062- MILITARY-STY	0.00	104.12
1011	421407	10/11/23	10011990	AARDVARK	650407	TAX	0.00	67.36
1011	421407	10/11/23	10011990	AARDVARK	650407	#CTS-5230B - CHEMICAL	0.00	490.00
1011	421407	10/11/23	10011990	AARDVARK	650407	#CTS-2581 -IMPACT MUNI	0.00	663.00
1011	421407	10/11/23	10011990	AARDVARK	650407	TAX	0.00	89.36
TOTAL CHECK							0.00	4,029.18
1011	421408	10/11/23	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL AUG	0.00	578.00
1011	421409	10/11/23	10012896	AGILE OCCUPATIONAL MEDIC	121110	PRE-EMP PHY/AUG-SEP23	0.00	190.00
1011	421409	10/11/23	10012896	AGILE OCCUPATIONAL MEDIC	121110	PRE EMP PHY AUG-SEP23	0.00	1,980.00
TOTAL CHECK							0.00	2,170.00
1011	421410	10/11/23	00001993	ALIN PARTY SUPPLY INC.	275210	CULTURE FEST	0.00	96.90
1011	421410	10/11/23	00001993	ALIN PARTY SUPPLY INC.	275210	COPS N GOBLINS	0.00	174.19
TOTAL CHECK							0.00	271.09
1011	421411	10/11/23	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	222.91
1011	421412	10/11/23	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CROSS GUARD/SEP23	0.00	9,875.81
1011	421413	10/11/23	10006459	JOHN DAVID ALLEN JR.	275120	CARDIO/ACES/SUM-23	0.00	234.76
1011	421414	10/11/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	NSPA MOU/JULY-23	0.00	58.00
1011	421414	10/11/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	ALOFT EXCESS/JULY-23	0.00	63.00

SELECTION CRITERIA: transact.trans_date between '20231010 00:00:00.000' and '20231011 00:00:00.000'
ACCOUNTING PERIOD: 4/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421414	10/11/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY/JULY-23	0.00	220.50
1011	421414	10/11/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY/JULY-23	0.00	269.15
1011	421414	10/11/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY/JULY-23	0.00	294.00
1011	421414	10/11/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY/JULY-23	0.00	315.30
1011	421414	10/11/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY/JULY-23	0.00	861.00
1011	421414	10/11/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW COST/JULY-23	0.00	2,416.00
1011	421414	10/11/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW EXCESS/JULY23	0.00	7,413.00
1011	421414	10/11/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW RETAINJULY-23	0.00	22,500.00
1011	421414	10/11/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	NSPA MOU/EXCESS JUL23	0.00	1,659.00
TOTAL CHECK							0.00	36,068.95
1011	421415	10/11/23	00005384	ANDY GUMP, INC	860810	RESTROOM SERVICE	0.00	322.04
1011	421415	10/11/23	00005384	ANDY GUMP, INC	860810	ADA RESTROOM SERVICE	0.00	322.04
TOTAL CHECK							0.00	644.08
1011	421416	10/11/23	10013177	ANTHEM BLUE CROSS	11	REF/DEPOSIT#R8905	0.00	500.00
1011	421417	10/11/23	00009015	TAJEN GRAPHICS, INC	275145	COMMUNITY GARDEN	0.00	177.79
1011	421417	10/11/23	00009015	TAJEN GRAPHICS, INC	275210	COPS N GOBLINS	0.00	1,241.28
TOTAL CHECK							0.00	1,419.07
1011	421418	10/11/23	10012297	APWA	160105	MEMBERSHIP RENEW	0.00	2,387.50
1011	421419	10/11/23	10012544	MARIA RUTH AQUINO	11	REF DEPOSIT#R7903	0.00	500.00
1011	421420	10/11/23	00009331	ARAMARK SERVICES, INC.	650308	INMATE MEALS SEPT-23	0.00	304.50
1011	421421	10/11/23	00002638	AUTOLIFT SERVICES, INC.	171710	SERVICE LIFT	0.00	1,505.97
1011	421421	10/11/23	00002638	AUTOLIFT SERVICES, INC.	171710	LIFT INSPECTION	0.00	1,560.00
TOTAL CHECK							0.00	3,065.97
1011	421422	10/11/23	00004756	B & K ELECTRIC WHOLESALE	170670	HARDWARE	0.00	118.90
1011	421423	10/11/23	10013186	EDWARD BANGASSER	275220	1OF2 ONCE ON THIS ISL	0.00	900.00
1011	421424	10/11/23	10011265	BEHAVIORAL ANALYSIS TRAI	650208	DOC USE FORCE 10/4/23	0.00	100.00
1011	421424	10/11/23	10011265	BEHAVIORAL ANALYSIS TRAI	650208	INVES/INTERV 11/6-10	0.00	575.00
1011	421424	10/11/23	10011265	BEHAVIORAL ANALYSIS TRAI	650208	INVEST/INTERV 11/6-10	0.00	575.00
TOTAL CHECK							0.00	1,250.00
1011	421425	10/11/23	00003953	LOREEN BERLIN	275305	JOURNALISM	0.00	15.75
1011	421426	10/11/23	10007684	BEST LAWNMOWER, INC	560640	CHAIN	0.00	71.41
1011	421426	10/11/23	10007684	BEST LAWNMOWER, INC	860810	SUPPLIES	0.00	440.56
TOTAL CHECK							0.00	511.97
1011	421427	10/11/23	10004950	BILL'S BODY WORKS	171710	COLLISION REPAIRS	0.00	1,576.32
1011	421428	10/11/23	00000011	MANHATTAN STITCHING COMP	11	# ALRXL-GZUDZ 22 OZ. A	0.00	350.00
1011	421428	10/11/23	00000011	MANHATTAN STITCHING COMP	11	SETUP CHARGES	0.00	40.00
1011	421428	10/11/23	00000011	MANHATTAN STITCHING COMP	11	SHIPPING & HANDLING	0.00	85.00
1011	421428	10/11/23	00000011	MANHATTAN STITCHING COMP	11	TAX	0.00	30.23

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421428	10/11/23	00000011	MANHATTAN STITCHING COMP	352363	#K469 SPORT-TEK POLO	19.38	269.38
TOTAL CHECK							19.38	774.61
1011	421429	10/11/23	10002369	BRINK'S INCORPORATED	11	SERVICE FOR SEPT-23	0.00	1,385.65
1011	421430	10/11/23	10013147	BROTHER'S CONSTRUCTION	126128	HIP21/22-161 CASAL	0.00	14,915.00
1011	421431	10/11/23	00000759	BUENA PARK PLAQUE & TROP	650103	FALLEN OFCR PLAQUE	0.00	117.45
1011	421431	10/11/23	00000759	BUENA PARK PLAQUE & TROP	106119	SILVERADO DAYS BANNER	0.00	827.52
1011	421431	10/11/23	00000759	BUENA PARK PLAQUE & TROP	275210	CULTURE FEST	0.00	24.24
TOTAL CHECK							0.00	969.21
1011	421432	10/11/23	10013037	C.S. LEGACY CONSTRUCTION	32	PMT#1 RET	0.00	-5,589.79
1011	421432	10/11/23	10013037	C.S. LEGACY CONSTRUCTION	290153	SCE PHS.2 CONST/SEP23	0.00	111,795.91
TOTAL CHECK							0.00	106,206.12
1011	421433	10/11/23	10007791	MARIE CABALLERO	275150	SCOREKEEP 9/16-29/23	0.00	96.00
1011	421434	10/11/23	00010658	CALED	632110	MELISSA DHAUW MBRSHP	0.00	120.00
1011	421435	10/11/23	10008532	CALIFORNIA DEPT OF TAX &	11	SALES/USE TAX Q3,-23	0.00	223.00
1011	421436	10/11/23	10012193	JANE M. CAMERON	106132	CRIME WATCH/OCT-23	0.00	200.00
1011	421437	10/11/23	00000407	CAMERON WELDING SUPPLY I	171710	OXYGEN	0.00	26.00
1011	421437	10/11/23	00000407	CAMERON WELDING SUPPLY I	171710	INDUSTRIAL GASES	0.00	227.60
TOTAL CHECK							0.00	253.60
1011	421438	10/11/23	10011902	CASC ENGINEERING & CONSU	599798	LAND USE/AUG-23	0.00	2,196.00
1011	421438	10/11/23	10011902	CASC ENGINEERING & CONSU	731120	LAND USE/AUG-23	0.00	2,662.00
TOTAL CHECK							0.00	4,858.00
1011	421439	10/11/23	10013185	JOSE TRINIDAD CASTANEDA	101101	CAL CITIES CF/EXPENSE	0.00	70.80
1011	421440	10/11/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	1,181.68
1011	421440	10/11/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	109.50
1011	421440	10/11/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	247.03
1011	421440	10/11/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	1,119.53
1011	421440	10/11/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	490.56
TOTAL CHECK							0.00	3,148.30
1011	421441	10/11/23	10007941	CHARTER COMMUNICATIONS H	170670	8448400240089206	0.00	289.03
1011	421442	10/11/23	10007941	CHARTER COMMUNICATIONS H	170670	8448400231527743	0.00	199.99
1011	421443	10/11/23	10007941	CHARTER COMMUNICATIONS H	170670	8448400240527841	0.00	111.47
1011	421444	10/11/23	10007941	CHARTER COMMUNICATIONS H	275305	8448400240749031	0.00	209.98
1011	421445	10/11/23	10002815	SARA COPPING	106117	MILEAGE EXPENSE	0.00	31.97
1011	421446	10/11/23	10012192	COSTAR REALTY INFORMATIO	632110	CO STAR/OCT-23	0.00	420.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421447	10/11/23	10002389	COUNTY OF ORANGE TREASUR	550502	SURCHG ON CITES/AUG23	0.00	13,200.00
1011	421448	10/11/23	10011360	DENNIS KARL BATCHELOR	275150	ASSIGN FEE SEPT-23	0.00	460.00
1011	421449	10/11/23	00004141	TERRY DAHL	160105	REIMB/LODGE/IMSA TRG	0.00	109.01
1011	421450	10/11/23	00002728	DANIELS TIRE SERVICE	171710	TIRES	0.00	1,541.00
1011	421451	10/11/23	10005187	KRISTEN DAVIDSON	275405	MARTIAL ARTS/SUM-23	0.00	2,783.01
1011	421452	10/11/23	10011896	VARGAS & RAMIREZ SPORTS	275150	#N3142 - ADULT PERFORM	35.64	495.54
1011	421452	10/11/23	10011896	VARGAS & RAMIREZ SPORTS	275150	#N3142 - ADULT PERFORM	13.05	181.40
1011	421452	10/11/23	10011896	VARGAS & RAMIREZ SPORTS	275150	#N3142 - ADULT PERFORM	4.63	64.43
1011	421452	10/11/23	10011896	VARGAS & RAMIREZ SPORTS	275150	#N3142 - ADULT PERFORM	6.57	91.32
1011	421452	10/11/23	10011896	VARGAS & RAMIREZ SPORTS	275150	FREIGHT	0.00	35.00
1011	421452	10/11/23	10011896	VARGAS & RAMIREZ SPORTS	275150	#N3142 - ADULT PERFORM	22.92	318.57
1011	421452	10/11/23	10011896	VARGAS & RAMIREZ SPORTS	275150	#N3142 - ADULT PERFORM	4.01	55.81
1011	421452	10/11/23	10011896	VARGAS & RAMIREZ SPORTS	275150	FREIGHT	0.00	15.00
TOTAL CHECK							86.82	1,257.07
1011	421453	10/11/23	10008395	DEVELOPMENT COUNSELLORS	995100	MO MGT FEES	0.00	2,857.33
1011	421453	10/11/23	10008395	DEVELOPMENT COUNSELLORS	995100	MO. DIGITL ADS	0.00	10,025.26
TOTAL CHECK							0.00	12,882.59
1011	421454	10/11/23	10004025	DEKRA-LITE, INC.	101101	TREE DECORATIONS	0.00	2,288.36
1011	421454	10/11/23	10004025	DEKRA-LITE, INC.	101101	TREE DECORATIONS	0.00	3,500.00
1011	421454	10/11/23	10004025	DEKRA-LITE, INC.	632110	HALLOWEEN DECOR/SEP23	0.00	8,366.57
TOTAL CHECK							0.00	14,154.93
1011	421455	10/11/23	00000741	DELL MARKETING L P	650303	POWEREDGE PRO SUPPORT	0.00	1,578.19
1011	421455	10/11/23	00000741	DELL MARKETING L P	126143	POWEREDGE PROSUPPORT -	0.00	1,191.25
1011	421455	10/11/23	00000741	DELL MARKETING L P	650303	SERVICE CONTRACT RENEW	0.00	3,645.53
TOTAL CHECK							0.00	6,414.97
1011	421456	10/11/23	10004949	DIVISION OF THE STATE AR	11	Q3 2023 AB1379 PAYMNT	0.00	461.60
1011	421457	10/11/23	10013178	SANDRA DOMINGO	11	REF DEPOSIT#R8942	0.00	500.00
1011	421458	10/11/23	10013150	DRIVESHAFTPRO	171710	AUTO PARTS	0.00	558.39
1011	421459	10/11/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC REPAIR	0.00	1,765.53
1011	421459	10/11/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC PM	0.00	3,667.82
1011	421459	10/11/23	00009627	EMCOR SERVICE MESA ENERG	170670	REFRIGERATOR REPAIR	0.00	1,313.48
TOTAL CHECK							0.00	6,746.83
1011	421460	10/11/23	10011352	EMERALD PARK 2016 LP	732043	RT/HAWA NAZIR/ANTHONY	0.00	1,500.00
1011	421461	10/11/23	00000039	ENTENMANN ROVIN COMPANY	650208	BADGE	0.00	149.74
1011	421461	10/11/23	00000039	ENTENMANN ROVIN COMPANY	650101	BADGE	0.00	155.30
1011	421461	10/11/23	00000039	ENTENMANN ROVIN COMPANY	650208	BADGE	0.00	154.05
1011	421461	10/11/23	00000039	ENTENMANN ROVIN COMPANY	650208	BADGE	0.00	92.97

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FUND - 11 - GENERAL FUND

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1011	421461	10/11/23	00000039	ENTENMANN ROVIN COMPANY	650208	BADGE	0.00	95.60
TOTAL CHECK							0.00	647.66
1011	421462	10/11/23	10012212	NICOLE RENEE ESCOBAR	275150	SCOREKEEP 9/16-29/23	0.00	208.00
1011	421463	10/11/23	10004626	EXPEDIA, INC.	995100	ADS	0.00	10,341.72
1011	421464	10/11/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	102.00
1011	421464	10/11/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	59.87
1011	421464	10/11/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	29.16
1011	421464	10/11/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	51.81
1011	421464	10/11/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	217.82
1011	421464	10/11/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	199.42
TOTAL CHECK							0.00	660.08
1011	421465	10/11/23	00006773	FERGUSON WATERWORKS CORP	352363	ANNUAL SERVICE AGREEME	0.00	36,695.00
1011	421466	10/11/23	00004661	FERGUSON, PRAET & SHERMA	107420	DAVID SULLIVAN	0.00	4,072.10
1011	421467	10/11/23	10006064	FEWER FIRES, LLC	170670	FIRE EXTINGUISHER SVC	0.00	1,475.50
1011	421468	10/11/23	10007059	FIVESTAR RUBBER STAMP ET	121110	BADGES	0.00	23.52
1011	421469	10/11/23	10013189	FLOCK GROUP INC.	651423	4 CAMERAS 1 YR SVC	0.00	12,032.00
1011	421469	10/11/23	10013189	FLOCK GROUP INC.	650605	4 CAMERAS 1 YR SVC	0.00	12,568.00
TOTAL CHECK							0.00	24,600.00
1011	421470	10/11/23	00008011	AARON FRANCE	105105	LEAG OF CA CF/EXPENSE	0.00	665.16
1011	421471	10/11/23	10012328	FRIENDLY CENTER, INC.	732051	REIMB Q1	0.00	2,007.14
1011	421472	10/11/23	00000046	FULLER ENGINEERING INC	352363	CL2 BOISSERANC	0.00	1,472.83
1011	421472	10/11/23	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	145.42
1011	421472	10/11/23	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	229.48
1011	421472	10/11/23	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	565.66
TOTAL CHECK							0.00	2,413.39
1011	421473	10/11/23	10001849	SAN FERNANDO VALLEY ALAR	170670	ALARM MONITORING	0.00	147.00
1011	421474	10/11/23	10013179	GEORGE GALLEGOS	11	REF DEPOSIT#R8801	0.00	1,000.00
1011	421475	10/11/23	00002204	GALLS INC	650208	UNIFORMS	0.00	40.71
1011	421475	10/11/23	00002204	GALLS INC	650208	UNIFORMS	0.00	105.93
TOTAL CHECK							0.00	146.64
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	116.06
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	275160	TAPE FOR DROP IN	0.00	60.30
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	352363	TRUCK STOCK	0.00	45.55
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	275210	CULTURE FEST	0.00	91.90
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	490010	DRAIN REPAIR BREA CK	0.00	12.16
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	490010	DRAIN REPAIR BREA CK	0.00	147.14
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	490010	DRAIN REPAIR BREA CK	0.00	290.86

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	149.09
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	490010	DRAIN REPAIR BREA CK	0.00	28.54
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	490010	DRAIN REPAIR BREA CK	0.00	175.50
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	114.95
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	275150	PADLOCK	0.00	23.69
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	275210	CULTURE FEST	0.00	95.40
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	275210	CULTURE FEST	0.00	17.10
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	275210	CULTURE FEST	0.00	88.59
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	275150	CREDIT MEMO	0.00	-20.39
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	175.02
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	223.35
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	106119	HARDWARE	0.00	431.86
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	170670	HARDWARE	0.00	40.71
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	275140	LOCKS FOR GARDEN	0.00	77.55
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	860810	SUPPLIES	0.00	101.13
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	170670	HARDWARE	0.00	129.29
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	860810	SUPPLIES	0.00	160.91
1011	421477	10/11/23	00002166	GANAHL LUMBER CO	560640	STAKE	0.00	23.70
TOTAL CHECK							0.00	2,799.96
1011	421478	10/11/23	10012721	LAURA FRANKS	650105	LEACH BACKGROUND	0.00	1,400.00
1011	421479	10/11/23	00002814	GCI CONSTRUCTION INC	396825	MALVERN/BCH/IMP/FINAL	0.00	14,750.00
1011	421479	10/11/23	00002814	GCI CONSTRUCTION INC	396852	MALVERN/VCH/IMP/FINAL	0.00	27,000.00
1011	421479	10/11/23	00002814	GCI CONSTRUCTION INC	52	PMT#3 FINAL RET	0.00	-2,087.50
TOTAL CHECK							0.00	39,662.50
1011	421480	10/11/23	00002814	GCI CONSTRUCTION INC	52	MALVERN/BCH/RETENT	0.00	5,550.00
1011	421481	10/11/23	10011838	GEORGE HILLS COMPANY, IN	107420	QTRLY FLAT FEE	0.00	6,615.50
1011	421482	10/11/23	10011533	GLOBAL MUSIC RIGHTS, LLC	275105	MUSIC RIGHTS FY 23-24	0.00	850.00
1011	421483	10/11/23	10013187	JULIE GOLINI	275305	REIMB AUTUMN MOVIES	0.00	60.00
1011	421484	10/11/23	10008749	GOOGLE INC.	995100	MO ADS	0.00	35,735.94
1011	421485	10/11/23	00010631	GRANICUS, LLC	126143	VIDEO STREAM/SEPT-23	0.00	995.00
1011	421486	10/11/23	10013162	DAVID GRIMES	160105	REIMB LODGE/IMSA TRG	0.00	123.39
1011	421487	10/11/23	00005680	CINDY GRISWOLD	275405	CPR/1ST AID/SUMMER-23	0.00	113.05
1011	421488	10/11/23	10011867	GUNNER CONCRETE	560211	FLAT WORK MIX	0.00	409.45
1011	421488	10/11/23	10011867	GUNNER CONCRETE	490010	DRAIN REPAIR BREA CK	0.00	1,317.73
TOTAL CHECK							0.00	1,727.18
1011	421489	10/11/23	00002647	HAAKER EQUIPMENT CO CORP	452410	REPLACEMENT PLUGS	0.00	-1,070.53
1011	421489	10/11/23	00002647	HAAKER EQUIPMENT CO CORP	452410	#KG 100266-C OMG NOZZ	283.46	3,940.96
1011	421489	10/11/23	00002647	HAAKER EQUIPMENT CO CORP	452410	1 VA HA31106-203K 3/4	13.41	186.41
1011	421489	10/11/23	00002647	HAAKER EQUIPMENT CO CORP	452410	#SO-STD-6ST, 6 FT. POL	42.47	590.47
1011	421489	10/11/23	00002647	HAAKER EQUIPMENT CO CORP	452410	#EN E-SAND WHEEL RX130	130.20	1,860.20

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421489	10/11/23	00002647	HAAKER EQUIPMENT CO CORP	452410	#1-VA-48783S6, PIRAHNA	139.50	1,939.50
1011	421489	10/11/23	00002647	HAAKER EQUIPMENT CO CORP	452410	#CP041386, 8IN TEST BA	16.63	231.23
1011	421489	10/11/23	00002647	HAAKER EQUIPMENT CO CORP	452410	#CP369088, 8IN WITH 6I	60.37	859.18
1011	421489	10/11/23	00002647	HAAKER EQUIPMENT CO CORP	352363	#1 HY 1003088-080 M	77.11	1,072.11
1011	421489	10/11/23	00002647	HAAKER EQUIPMENT CO CORP	352363	#1 VA 20188N MALE X	2.78	38.61
1011	421489	10/11/23	00002647	HAAKER EQUIPMENT CO CORP	352363	#1 VA 500619A 83" DIG	20.98	291.66
1011	421489	10/11/23	00002647	HAAKER EQUIPMENT CO CORP	352363	#1 VA 500619F TRIGGER	24.78	344.53
TOTAL CHECK							811.69	10,284.33
1011	421490	10/11/23	10008341	LIANE F. HARPER	275220	1OF2 ONCE ON THIS ISL	0.00	750.00
1011	421491	10/11/23	10012288	HASA INC.	860820	CHEMICALS	0.00	1,042.84
1011	421491	10/11/23	10012288	HASA INC.	860820	POOL MAINT	0.00	495.00
1011	421491	10/11/23	10012288	HASA INC.	860820	POOL MAINT	0.00	1,150.00
1011	421491	10/11/23	10012288	HASA INC.	860820	CHEMICALS	0.00	1,151.38
1011	421491	10/11/23	10012288	HASA INC.	860820	CHEMICALS	0.00	433.67
1011	421491	10/11/23	10012288	HASA INC.	860820	CHEMICALS	0.00	764.36
1011	421491	10/11/23	10012288	HASA INC.	860820	CHEMICALS	0.00	1,639.16
1011	421491	10/11/23	10012288	HASA INC.	860820	CHEMICALS	0.00	1,113.04
TOTAL CHECK							0.00	7,789.45
1011	421492	10/11/23	10012247	THE HILLER COMPANIES, IN	106131	FIRE ALARM REPAIR	0.00	975.00
1011	421493	10/11/23	10006460	JUDITH STEPHANIE HERZ	275210	CHORUS AUG-23	0.00	225.00
1011	421494	10/11/23	00002854	VERONICA HOCHEDE	275305	BALLROOM DNC/SUM-23	0.00	1,001.07
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	352363	LINDEN WELL	0.00	44.35
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	490010	STORM DRAIN REPAIR	0.00	137.30
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	560640	HARDWARE	0.00	26.79
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	64.17
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	205.71
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	75.36
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	352363	LADDER	0.00	192.87
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	149.30
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	106119	HARDWARE	0.00	267.38
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	47.38
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	275160	TAPE PICKLEBALL	0.00	181.75
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	275210	CULTURE FEST	0.00	199.69
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	476.38
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	44.54
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	352363	HUD REPAIR	0.00	36.72
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	352363	HUD REPAIR	0.00	66.87
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	170670	HARDWARE BATTERIES	0.00	538.72
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	560231	SIGN SHOP SUPPLIES	0.00	195.31
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	275150	STORAGE UNIT LOCKS	0.00	36.70
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	352363	LINDEN WELL	0.00	23.97
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	275210	CULTURE FEST	0.00	40.68
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	275305	HALLOWEEN SUPPLIES	0.00	42.43
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	42.56
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	88.53
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	90.90

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421496	10/11/23	00000057	HOME DEPOT / GECF	275210	CULTURE FEST	0.00	15.41
TOTAL CHECK							0.00	3,331.77
1011	421497	10/11/23	00008482	HOUSING PROGRAMS	732031	HIP202306 LONGWORTH	0.00	450.00
1011	421497	10/11/23	00008482	HOUSING PROGRAMS	732031	HIP202303 HILL	0.00	600.00
1011	421497	10/11/23	00008482	HOUSING PROGRAMS	126128	HIP202304 MARTINEZ	0.00	600.00
1011	421497	10/11/23	00008482	HOUSING PROGRAMS	126128	HIP202305 BULLOCK	0.00	1,000.00
TOTAL CHECK							0.00	2,650.00
1011	421498	10/11/23	10009091	HUE C LUU	731150	ENG SVCS/OCT-23	0.00	6,825.00
1011	421499	10/11/23	10006084	IDEMIA IDENTITY & SECURI	650303	LIVESCAN SUPPORT AGREE	0.00	1,599.00
1011	421500	10/11/23	10013174	IMAGING FORENSICS, INC	107420	DAVID SULLIVAN	0.00	300.00
1011	421501	10/11/23	10008985	INDEPENDENT	731120	LEGAL NOTICE	0.00	310.00
1011	421501	10/11/23	10008985	INDEPENDENT	731120	LEGAL NOTICE	0.00	180.00
TOTAL CHECK							0.00	490.00
1011	421502	10/11/23	10009556	INNOVATIVE DESIGN & SHEE	171710	UPFIT 4 PD VEH/SEP-23	0.00	16,023.00
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	33.39
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	293.32
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	52.81
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	11.88
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	10.23
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	15.40
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	28.23
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	40.90
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	41.63
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	56.46
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	187.77
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	458.55
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	33.26
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	1,191.84
1011	421503	10/11/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	22.35
TOTAL CHECK							0.00	2,478.02
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	27.75
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	127.38
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	156.37
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	FERTILIZER	0.00	447.40
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	11.76
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	14.44
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	37.56
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	SUPPLIES	0.00	61.98
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	74.26
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	117.39
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	125.58
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	136.24
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	233.44
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	290.81

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421504	10/11/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	218.29
TOTAL CHECK							0.00	2,080.65
1011	421505	10/11/23	10008297	ADRIA JIMENEZ	115110	CAL CITIES CF/EXPENSE	0.00	147.11
1011	421506	10/11/23	00004440	JMG SECURITY SYSTEMS INC	170670	ALARM MONITORING	0.00	623.13
1011	421507	10/11/23	00000042	JOHN B EWLES INC	560210	10 WHEEL DUMP	0.00	1,750.00
1011	421508	10/11/23	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	2,714.83
1011	421508	10/11/23	10002722	JOHNSON CONTROLS SECURIT	170670	ALARM MONITORING	0.00	2,754.35
TOTAL CHECK							0.00	5,469.18
1011	421509	10/11/23	10011653	JOSEPH C. TRUXAW AND ASS	590181	ORANGETHORP/SEP-23	0.00	3,665.00
1011	421509	10/11/23	10011653	JOSEPH C. TRUXAW AND ASS	290153	SCE PHASE 2/SEPT-23	0.00	2,855.00
TOTAL CHECK							0.00	6,520.00
1011	421510	10/11/23	10004083	ERICA JOYCE	11	RF/E23-0317/7350 SANT	0.00	100.00
1011	421511	10/11/23	10010506	KOREAN COMMUNITY SERVICE	190135	MEDICAL UNIT	0.00	192,487.53
1011	421512	10/11/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	252.54
1011	421512	10/11/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	921.48
1011	421512	10/11/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	75.82
1011	421512	10/11/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	164.57
1011	421512	10/11/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	270.32
1011	421512	10/11/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	607.33
TOTAL CHECK							0.00	2,292.06
1011	421513	10/11/23	10003543	MOLLY H. KNOX	275305	EXERCISE/SUMMER-23	0.00	106.88
1011	421514	10/11/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	894.93
1011	421514	10/11/23	10011541	L.N. CURTIS AND SONS	650407	UNIFORMS	0.00	91.03
1011	421514	10/11/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	40.53
1011	421514	10/11/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	55.21
1011	421514	10/11/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	223.10
TOTAL CHECK							0.00	1,304.80
1011	421515	10/11/23	10007915	LANAIR GROUP, LLC	126143	ON- BOARDING SERVICES	0.00	15,102.00
1011	421515	10/11/23	10007915	LANAIR GROUP, LLC	126143	FORTISWITCH RENEWAL SE	0.00	252.81
1011	421515	10/11/23	10007915	LANAIR GROUP, LLC	126143	0365 EXCHG/OCT-23	0.00	1,648.00
TOTAL CHECK							0.00	17,002.81
1011	421516	10/11/23	00000214	LEAGUE OF CALIFORNIA CIT	105105	OC DIV MTG 09/21/23	0.00	60.00
1011	421516	10/11/23	00000214	LEAGUE OF CALIFORNIA CIT	101101	OC DIV MTG 09/21/23	0.00	150.00
1011	421516	10/11/23	00000214	LEAGUE OF CALIFORNIA CIT	115110	OC DIV MTG 09/21/23	0.00	30.00
TOTAL CHECK							0.00	240.00
1011	421517	10/11/23	10004046	LIGHT SOURCE PRINTING, I	650302	BUSINESS CARDS	0.00	123.55
1011	421517	10/11/23	10004046	LIGHT SOURCE PRINTING, I	650302	BUSINESS CARDS	0.00	123.55
1011	421517	10/11/23	10004046	LIGHT SOURCE PRINTING, I	160105	BUSINESS CARDS	0.00	123.55
1011	421517	10/11/23	10004046	LIGHT SOURCE PRINTING, I	631140	BUSINESS CARDS	0.00	149.54

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421517	10/11/23	10004046	LIGHT SOURCE PRINTING, I	650302	BUSINESS CARDS	0.00	183.04
TOTAL CHECK							0.00	703.23
1011	421518	10/11/23	10013180	KENNETH LIM	11	REF DEPOSIT#R8255	0.00	500.00
1011	421519	10/11/23	10013170	LITIGATION SERVICES & TE	107420	DAVID SULLIVAN	0.00	1,641.89
1011	421520	10/11/23	10012952	LOOPNET	632110	COMERCIAL PROP	0.00	111.96
1011	421521	10/11/23	10013058	RICARDO LOPEZ	11	REF/DEPOSIT#R8514	0.00	500.00
1011	421521	10/11/23	10013058	RICARDO LOPEZ	875805	REF/DEPOSIT#R8514	0.00	400.00
TOTAL CHECK							0.00	900.00
1011	421522	10/11/23	00000077	LU'S LIGHTHOUSE INC	171710	LIGHTING	0.00	96.33
1011	421522	10/11/23	00000077	LU'S LIGHTHOUSE INC	171710	REFLECTORS	0.00	84.25
TOTAL CHECK							0.00	180.58
1011	421523	10/11/23	00003268	LYNN PEAVEY CORPORATION	650307	# 05853, HANDGUN BOXES	12.27	170.67
1011	421523	10/11/23	00003268	LYNN PEAVEY CORPORATION	650307	# 05673, ZIP TIES	3.43	47.63
1011	421523	10/11/23	00003268	LYNN PEAVEY CORPORATION	650307	# 05000, SYRINGE TUBE,	7.53	104.63
1011	421523	10/11/23	00003268	LYNN PEAVEY CORPORATION	650307	# 05158, EVIDENCE TAPE	9.22	128.22
1011	421523	10/11/23	00003268	LYNN PEAVEY CORPORATION	650307	# 05357, EVIDENCE LABE	9.09	126.39
1011	421523	10/11/23	00003268	LYNN PEAVEY CORPORATION	650307	SHIPPING	0.00	185.00
1011	421523	10/11/23	00003268	LYNN PEAVEY CORPORATION	650307	# 06300, ADJUSTA TUBES	40.61	564.61
1011	421523	10/11/23	00003268	LYNN PEAVEY CORPORATION	650307	# 6301, ADJUSTA TUBE,	19.36	269.19
TOTAL CHECK							101.51	1,596.34
1011	421524	10/11/23	10005515	KATHLEEN MASTIN	275305	LINE DNC/SUMMER-23	0.00	192.78
1011	421525	10/11/23	00007001	MCPEEKS DODGE OF ANAHEIM	171710	LAMP	0.00	991.30
1011	421526	10/11/23	10013172	MEA FORENSIC ENGINEERS &	107420	DAVID SULLIVAN	0.00	600.00
1011	421527	10/11/23	00010740	CHRISTINA MENDIVEL	650302	CA CLETS-23 9/12-15	0.00	623.49
1011	421528	10/11/23	10005279	MERCHANTS LANDSCAPE SERV	660241	METROLNK/LNDSCP/JUL23	0.00	4,442.00
1011	421528	10/11/23	10005279	MERCHANTS LANDSCAPE SERV	860810	CITY LNDSCPE/JULY-23	0.00	64,558.00
TOTAL CHECK							0.00	69,000.00
1011	421529	10/11/23	10005279	MERCHANTS LANDSCAPE SERV	632110	WEED ABATEMENT - 7711	0.00	3,265.00
1011	421530	10/11/23	10009226	MERCY HOUSE LIVING CENTE	106131	NAV.SHELTER/AUG-23	0.00	233,533.94
1011	421531	10/11/23	10005546	MID CITY'S ELECTRIC, INC	860810	BELLIS VANDAL-ELE LID	0.00	15,485.00
1011	421532	10/11/23	10000030	HILDA S. MILES	275120	DANCE/FALL-23	0.00	598.48
1011	421533	10/11/23	10011810	MILLER MENDEL, INC.	650105	ESOPH/JULY-SEPT23	0.00	15.45
1011	421533	10/11/23	10011810	MILLER MENDEL, INC.	650105	ESOPH/JUL-SEP-23	0.00	115.45
TOTAL CHECK							0.00	130.90
1011	421534	10/11/23	10013165	MOBILE HOME IMPROVEMENT	126128	HIP202308 CASTILLO	0.00	16,546.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421535	10/11/23	10013152	MARTHA MOJICA	11	REF DEPOSIT#R8387	0.00	1,000.00
1011	421536	10/11/23	10013183	DEBBIE NEGA	11	REF/DEPOSIT#R8861	0.00	500.00
1011	421537	10/11/23	10013171	NETWORK DEPOSITION SERVI	107420	DAVID SULLIVAN	0.00	1,234.47
1011	421538	10/11/23	10013167	MARIAH NGUYEN	11	REF/DEPOSIT#R8522	0.00	500.00
1011	421539	10/11/23	10013188	LINDSAY NIEMINEN	995100	BLOGGER COVERAGE	0.00	2,974.62
1011	421540	10/11/23	10013173	JEFFREY J. NOBLE	107420	DAVID SULLIVAN	0.00	1,200.00
1011	421541	10/11/23	10007218	FULLERTON CHAMBER OF COM	101101	SHE CF/RES TABLE OF 8	0.00	440.00
1011	421542	10/11/23	10007111	OC CLERK-RECORDER'S OFFI	11	5671 KINGMAN	0.00	50.00
1011	421543	10/11/23	10009781	JESUS VILLASENOR JR.	396829	TRANSELATION	0.00	492.66
1011	421544	10/11/23	10005881	OCCSPECIALIST CORP. A ME	107410	1ST AID ONLY	0.00	172.02
1011	421545	10/11/23	10005163	OCEAN BREEZE PACIFIC, LL	275160	GYM BIBS LAUNDRY	0.00	43.68
1011	421546	10/11/23	10012194	KEVIN OHLER	106132	CRIME WATCH/AUG-23	0.00	900.00
1011	421547	10/11/23	10009436	RYAN OLDHAM	290157	MURPHY PK IMPR/OCT-23	0.00	4,172.50
1011	421547	10/11/23	10009436	RYAN OLDHAM	290157	BRENNER PK/OCT-23	0.00	4,172.50
TOTAL CHECK							0.00	8,345.00
1011	421548	10/11/23	10007787	HBV ENTERPRISES, INC.	171710	AUTO PARTS	0.00	67.67
1011	421548	10/11/23	10007787	HBV ENTERPRISES, INC.	171710	AUTO PARTS	0.00	134.08
TOTAL CHECK							0.00	201.75
1011	421549	10/11/23	10011118	ORANGE COUNTY DISTRICT A	20	ASSET FORF#23-14743	0.00	1,244.00
1011	421549	10/11/23	10011118	ORANGE COUNTY DISTRICT A	651607	ASSET INT#23-14743	0.00	16.98
TOTAL CHECK							0.00	1,260.98
1011	421550	10/11/23	00000913	ORANGE COUNTY FIRE AUTHO	640310	RET.MED.PROG/OCT-23	0.00	2,480.00
1011	421551	10/11/23	00000221	ORANGE COUNTY SHERIFFS D	650208	FLD TRG OFCR 12/11-15	0.00	260.00
1011	421552	10/11/23	10007974	ORANGE COUNTY TRANSIT AU	732044	PRE-PAID ONE DAY BUS P	0.00	2,898.00
1011	421552	10/11/23	10007974	ORANGE COUNTY TRANSIT AU	732044	PRE-PAID ONE DAY SENIO	0.00	945.00
1011	421552	10/11/23	10007974	ORANGE COUNTY TRANSIT AU	732044	PRE-PAID ONE DAY DISAB	0.00	945.00
TOTAL CHECK							0.00	4,788.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	.T60UG-1 TABLE 60" ROU	0.00	176.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	UMW7-1 UMBRELLA 7' MAR	0.00	384.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	RG9000-1 90" ROUND GAR	0.00	186.40
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	10X10FB-1 10X10 CANOPY	0.00	1,736.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	PUV320-1 POP UP V3 10X	0.00	230.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	10X10 CANOPY PUV310-1	0.00	1,422.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	.10X40WP-1 10X40 CANOP	0.00	806.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	.10X70WP-1 10X70 CANOP	0.00	707.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	20X40WP-1 20X40 CANOPY	0.00	562.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	FIRESP FIRE SAFETY PAC	0.00	360.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	CBASE-1 CANOPY BASE BL	0.00	238.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	CMP-1 CEMENT TENT PYLO	0.00	112.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	LOAD IN-1 LOAD IN	0.00	600.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	LOAD OUT-1 LOAD OUT ST	0.00	600.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	DAMAGE WAIVER	0.00	860.90
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	SB-1 SANDBAG TO ANCHOR	0.00	132.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	FLY20-1 FESTIVAL YELLO	0.00	30.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	FL50-1 FESTIVAL LIGHTI	0.00	280.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	FL80-1 FESTIVAL LIGHTI	0.00	60.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	ECW 50-1 EXT. CORD L.	0.00	75.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	MSR FEST. L. INSTALL 5	0.00	270.00
1011	421553	10/11/23	10012298	ORBIT PARTY RENTALS, INC	275210	MSR FEST. L. INSTALL 8	0.00	60.00
TOTAL CHECK							0.00	9,887.30
1011	421554	10/11/23	10013166	DAVID OTTEN	560210	REIMB CLS B LIC RENEW	0.00	90.87
1011	421555	10/11/23	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	383.90
1011	421556	10/11/23	00000222	EDCO/PARK DISPOSAL CORP.	460220	RES BILLING/SEPT-23	0.00	372,440.12
1011	421557	10/11/23	10000739	SUN PENDLETON	650302	TRG/TECH 9/12-15/23	0.00	180.52
1011	421558	10/11/23	00004215	PEST OPTIONS INC	560640	WEED/RODENT/SEPT-23	0.00	2,384.82
1011	421558	10/11/23	00004215	PEST OPTIONS INC	560640	WEED/RODENT/AUG-23	0.00	2,384.82
TOTAL CHECK							0.00	4,769.64
1011	421559	10/11/23	10003026	PETRA GEOTECHNICAL INC.	731150	BLDG PL CK SVC/SEP-23	0.00	530.00
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275145	STORAGE BOC VANSICKLE	0.00	9.14
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275105	MLG REIMB/C.SANCHEZ	0.00	11.79
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275305	HDMI/VGA T.DAVIS	0.00	16.14
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275105	REFRESH/S,CONTEREAS	0.00	21.50
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/Y.RIVERA	0.00	24.56
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275130	PIZZA/M.VANSICKLE	0.00	27.97
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275130	PNO/VANSICKLE	0.00	29.56
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275210	TOT TIME/M.GUTIERREZ	0.00	29.89
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275160	PNO/A.MAGANA/SEP23	0.00	29.93
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275130	SUPL PNO/M.VANSICKLE	0.00	30.14
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLINS/H.NUNEZ	0.00	31.39
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275135	YT SOCCER/A.ALVARADO	0.00	34.54
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLINS/A MORENO	0.00	34.76
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275160	PNO/H.NUNEZ/SEP-23	0.00	34.96
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275210	CULT FEST/S.MARTINEZ	0.00	45.30
1011	421560	10/11/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/A.MAGANA	0.00	45.45
TOTAL CHECK							0.00	457.02
1011	421561	10/11/23	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROCESAUG-23	0.00	4,358.85
1011	421561	10/11/23	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROCES/AUG-23	0.00	132.60

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							0.00	4,491.45
1011	421562	10/11/23	10005366	POWERDMS, INC.	650208	POWER POLICY PROFESSIO	0.00	8,903.45
1011	421562	10/11/23	10005366	POWERDMS, INC.	650208	POWER FTO SUBSCRIPTION	0.00	1,863.28
TOTAL CHECK							0.00	10,766.73
1011	421563	10/11/23	10007687	PREFERRED AERIAL & CRANE	171710	ANNUAL LIFT INSPECT	0.00	650.00
1011	421564	10/11/23	10002129	PUBLIC RISK INNOVATION S	121110	EMP ASSIST/OCT-DEC-23	0.00	5,436.00
1011	421565	10/11/23	10013019	PRUETT, LLC	126143	PH.PROJ-VLAN DEPLOY	0.00	300.00
1011	421566	10/11/23	10005273	DAVID E. FIGUEROA	650303	REPL LOST CK#421349	0.00	900.00
1011	421567	10/11/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	96.98
1011	421567	10/11/23	10001203	R.V. NURSERIES INC	860810	PLANTS	0.00	150.85
1011	421567	10/11/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	48.48
1011	421567	10/11/23	10001203	R.V. NURSERIES INC	560640	PLANTS	0.00	96.98
1011	421567	10/11/23	10001203	R.V. NURSERIES INC	560641	STAKES	0.00	134.69
TOTAL CHECK							0.00	527.98
1011	421568	10/11/23	10013076	RMS CONSTRUCTION	32	PMT#2 RET.	0.00	-5,759.16
1011	421568	10/11/23	10013076	RMS CONSTRUCTION	290157	PARK IMPROV/SEP-23	0.00	115,183.06
TOTAL CHECK							0.00	109,423.90
1011	421569	10/11/23	00000246	RICHARDS, WATSON & GERSH	110105	PROFORMA77 CORP	0.00	285.00
1011	421570	10/11/23	10000184	RJM DESIGN GROUP INC	290162	MASTER PLAN/AUG-23	0.00	13,324.40
1011	421570	10/11/23	10000184	RJM DESIGN GROUP INC	290153	SCE TRAIL PHS.2/AUG23	0.00	3,616.10
TOTAL CHECK							0.00	16,940.50
1011	421571	10/11/23	10013184	YOJIN RO	11	REF DEPOSIT#R8363	0.00	500.00
1011	421572	10/11/23	10012412	CARSON RODRIGUEZ	275220	1OF2 ONCE ON THIS ISL	0.00	600.00
1011	421573	10/11/23	10013181	ADAN SANCHEZ	11	REF DEPOSIT#R8906	0.00	500.00
1011	421573	10/11/23	10013181	ADAN SANCHEZ	875805	REF DEPOSIT#R8906	0.00	2,789.00
TOTAL CHECK							0.00	3,289.00
1011	421574	10/11/23	00005387	SBSD-EVOC	650208	DRIVER TRG 12/19/23	0.00	900.00
1011	421575	10/11/23	10009824	SCM FITNESS REPAIR INC.	170670	MAINT/SEPT-23	0.00	330.00
1011	421575	10/11/23	10009824	SCM FITNESS REPAIR INC.	170670	MAINT/SEPT-23	0.00	330.00
TOTAL CHECK							0.00	660.00
1011	421576	10/11/23	00000462	THE SHERWIN WILLIAMS	170670	HARDWARE PAINT	0.00	93.72
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	105105	SHREDDING SERVICE	0.00	2.46
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	105105	SHREDDING SERVICE	0.00	48.69
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	115110	SHREDDING SERVICE	0.00	48.69
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	160105	SHREDDING SERVICE	0.00	48.70
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	126120	SHREDDING SERVICE	0.00	48.70

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	275105	SHREDDING SERVICE	0.00	48.70
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	115110	SHREDDING SERVICE	0.00	2.46
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	160105	SHREDDING SERVICE	0.00	2.47
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	126120	SHREDDING SERVICE	0.00	2.47
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	275105	SHREDDING SERVICE	0.00	2.47
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	105105	SHREDDING SERVICE	0.00	47.62
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	115110	SHREDDING SERVICE	0.00	47.62
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	160105	SHREDDING SERVICE	0.00	47.62
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	126120	SHREDDING SERVICE	0.00	47.63
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	275105	SHREDDING SERVICE	0.00	47.63
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	115110	SHREDDING SERVICE	0.00	46.91
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	160105	SHREDDING SERVICE	0.00	46.91
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	126120	SHREDDING SERVICE	0.00	46.91
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	275105	SHREDDING SERVICE	0.00	46.91
1011	421577	10/11/23	10009505	SHRED-IT, INC. USA	105105	SHREDDING SERVICE	0.00	46.92
TOTAL CHECK							0.00	728.49
1011	421578	10/11/23	10013182	CHRISTINE SIERRA	11	REF DEPOSIT#R8495	0.00	500.00
1011	421579	10/11/23	00000125	SMART & FINAL	275120	CULTURE FEST	0.00	91.39
1011	421579	10/11/23	00000125	SMART & FINAL	275210	CULTURE FEST	0.00	154.60
1011	421579	10/11/23	00000125	SMART & FINAL	275210	CULTURE FEST	0.00	128.30
TOTAL CHECK							0.00	374.29
1011	421580	10/11/23	10005948	JIMMY SMITH	275305	ROUND DNC/SUMMER-23	0.00	325.12
1011	421581	10/11/23	00000439	SO CA MUNICIPAL ATHLETIC	275145	ATTENDANCE 10/05/23	0.00	130.00
1011	421582	10/11/23	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,069.00
1011	421583	10/11/23	00000530	RLG ENTERPRIZES INC.	275105	FIRST AID SUPPLIES	0.00	122.58
1011	421584	10/11/23	00000607	SOUTH COAST AQMD	352363	FAC ID 78989	0.00	504.91
1011	421584	10/11/23	00000607	SOUTH COAST AQMD	352363	FAC ID 78990	0.00	504.91
1011	421584	10/11/23	00000607	SOUTH COAST AQMD	352363	FAC ID 78989	0.00	160.35
1011	421584	10/11/23	00000607	SOUTH COAST AQMD	352363	FAC ID 78990	0.00	160.35
TOTAL CHECK							0.00	1,330.52
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	7851 LA PALMA/SEPT-23	0.00	14.89
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	7672 BEACH/SEPT-23	0.00	17.60
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	7623 BEACH/SEPT-23	0.00	34.47
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	7733 BEACH/SEPT-23	0.00	53.73
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	8491 DALE/SEPT-23	0.00	92.53
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	8552 BEACH/SEPT-23	0.00	199.65
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	352510	8242 LINDEN/SEPT-23	0.00	35,379.27
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	8001 VALLEY VW/SEPT23	0.00	41,955.19
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	4701 BEACH/SEPT-23	0.00	15.10
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	5600 MALVERN/SEPT-23	0.00	33.28
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	8252 ORTHORP/SEPT-23	0.00	33.28
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	STANTON/MAPLE/SEP23	0.00	38.95
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	8221 DALE/SEPT-23	0.00	38.95
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/SEP-23	0.00	38.95

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/SEPT-23	0.00	38.95
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	6248 CRESCENT/SEP-23	0.00	42.22
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 MNCHESTR/SEP-23	0.00	43.57
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	6232 AUTO CTR/SEPT-23	0.00	51.68
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	5755 CRESNT/SEPT-23	0.00	58.53
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	MNCHESTR/ARTES/SEP23	0.00	29.26
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/COMNWLTH/SEP23	0.00	33.28
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MALVERN/SEP-23	0.00	33.28
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	68001 LINCOLN/SEPT-23	0.00	38.08
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	9TH/WESTERN/SEPT-23	0.00	38.95
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	CRESNT/SAN RIO/SEP23	0.00	42.22
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	RT91 FY EO KNOT/SEP23	0.00	43.36
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	BEACH/DURANGO/SEP-23	0.00	44.57
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/9TH/SEPT-23	0.00	54.05
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MALVERN/SEP-23	0.00	56.36
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	RT91 FY OFF/SEPT-23	0.00	57.77
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/STAGE/SEPT-23	0.00	69.01
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	6681 BEACH/SEPT-23	0.00	74.59
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/CRESNT/SEPT-23	0.00	79.04
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7750 STANTON/SEPT-23	0.00	83.98
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH@STANTON/SEP23	0.00	84.92
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	7582 COMNWLTH/SEP23	0.00	94.09
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	6002 ORTHORPE/SEP-23	0.00	94.09
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/ARTESIA/SEP-23	0.00	96.55
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	5700 BRIDGEPORT/SEP23	0.00	101.63
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	6691 BEACH/SEPT-23	0.00	67.70
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	6500 AUTO CTR/SEPT-23	0.00	69.92
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6200 STANTON/SEPT-23	0.00	75.43
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	SW CNR OR'THOR/SEP23	0.00	86.21
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	6989 ARTESIA/SEPT-23	0.00	87.64
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	SAN REMO/VL VW/SEP23	0.00	94.09
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/ELCAPITAN/SEP23	0.00	95.35
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	7201 ARTESIA/SEPT-23	0.00	96.05
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 AUTO CTR/SEPT-23	0.00	96.36
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7113 FIRESTONE/SEP-23	0.00	103.53
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6210 INDIANA/SEPT-23	0.00	114.78
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7365 ARTESIA/SEPT-23	0.00	117.49
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MALVERN/SEP-23	0.00	129.55
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/SEPT-23	0.00	150.31
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/SEPT-2	0.00	152.49
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	7731 STANTON/SEPT-23	0.00	400.98
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	352510	2881 ROSECRANS/SEP23	0.00	1,507.64
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	352510	6140 BALL WELL/SEP-23	0.00	10,661.66
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BP LITING/SEPT-23	0.00	4,213.71
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	SW 4TH STANTON/SEP-23	0.00	9,400.15
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	352510	7750 CAMELLIA/SEPT-23	0.00	24,509.69
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	6640 BEACH/SEPT-23	0.00	35,056.66
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BP LIGHTING/SEPT-23	0.00	65,629.12
1011	421587	10/11/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	ES VLYVW SO FY/SEP23	0.00	19.59
TOTAL CHECK							0.00	232,365.97
1011	421588	10/11/23	00000328	SOUTHERN CALIFORNIA GAS	170670	6601 BEACH/OCT-23	0.00	8.61

SELECTION CRITERIA: transact.trans_date between '20231010 00:00:00.000' and '20231011 00:00:00.000'
ACCOUNTING PERIOD: 4/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421588	10/11/23	00000328	SOUTHERN CALIFORNIA GAS	170670	8152 KNOTT/OCT-23	0.00	21.99
1011	421588	10/11/23	00000328	SOUTHERN CALIFORNIA GAS	170670	8150 KNOTT/OCT-23	0.00	26.42
1011	421588	10/11/23	00000328	SOUTHERN CALIFORNIA GAS	860810	7171 8TH ST/OCT-23	0.00	31.46
1011	421588	10/11/23	00000328	SOUTHERN CALIFORNIA GAS	170670	6660 BEACH/OCT-23	0.00	34.20
1011	421588	10/11/23	00000328	SOUTHERN CALIFORNIA GAS	170670	6955 ARAGON/OCT-23	0.00	46.30
1011	421588	10/11/23	00000328	SOUTHERN CALIFORNIA GAS	860810	7600 DALE/OCT-23	0.00	133.10
1011	421588	10/11/23	00000328	SOUTHERN CALIFORNIA GAS	170670	6650 BEACH/OCT-23	0.00	137.09
1011	421588	10/11/23	00000328	SOUTHERN CALIFORNIA GAS	170670	8150 KNOTT/OCT-23	0.00	641.35
1011	421588	10/11/23	00000328	SOUTHERN CALIFORNIA GAS	860810	7225 EL DORADO/OCT23	0.00	795.41
1011	421588	10/11/23	00000328	SOUTHERN CALIFORNIA GAS	170670	6640 BEACH/OCT-23	0.00	2,236.27
TOTAL CHECK							0.00	4,112.20
1011	421589	10/11/23	00000126	SPARKLETTS WATER	170670	BOTTLED WATER SVC	0.00	1,543.53
1011	421590	10/11/23	10006963	SPEAKWRITE, LLC	650305	TRANSCRIPTION/SEP-23	0.00	1,364.25
1011	421591	10/11/23	00005362	DAVE FLANAGAN	126143	CITY CF RM MONITOR	0.00	1,219.75
1011	421592	10/11/23	10009496	T & G GLOBAL, LLC	170670	LED TREE LIGHT/SEP-23	0.00	945.00
1011	421592	10/11/23	10009496	T & G GLOBAL, LLC	170670	LED TREE LIGHT/SEP-23	0.00	945.00
TOTAL CHECK							0.00	1,890.00
1011	421593	10/11/23	00001085	STAPLES CONTRACT & COMME	732031	OFFICE SUPPLIES	0.00	20.25
1011	421593	10/11/23	00001085	STAPLES CONTRACT & COMME	732031	OFFICE SUPPLIES	0.00	86.18
1011	421593	10/11/23	00001085	STAPLES CONTRACT & COMME	121110	OFFICE SUPPLIES	0.00	59.14
TOTAL CHECK							0.00	165.57
1011	421594	10/11/23	10005691	JENNIFER CRAIG	107420	DAVID SULLIVAN	0.00	710.50
1011	421595	10/11/23	10009586	COLLETTE STOHLER	995100	HOSTED MEDIA VISIT	0.00	7,244.95
1011	421596	10/11/23	10013153	FAITH SURPIENANT	11	REF DEPOSIT#R8702	0.00	500.00
1011	421596	10/11/23	10013153	FAITH SURPIENANT	875805	REF DEPOSIT#R8702	0.00	-100.00
TOTAL CHECK							0.00	400.00
1011	421597	10/11/23	10012353	AIDIN TEHRANI	106132	COUNCIL MTGS	0.00	1,160.00
1011	421598	10/11/23	10009023	TIRE HUB, LLC	171710	TIRES	0.00	356.92
1011	421598	10/11/23	10009023	TIRE HUB, LLC	171710	TIRES	0.00	876.81
1011	421598	10/11/23	10009023	TIRE HUB, LLC	171710	TIRES	0.00	277.14
TOTAL CHECK							0.00	1,510.87
1011	421599	10/11/23	10011938	T-MOBILE	650303	982979864	0.00	957.21
1011	421600	10/11/23	10007325	FELIPE TORRES	11	REPL STALE CK418080	0.00	100.00
1011	421601	10/11/23	10013022	TINA TRAN	650208	WLLE CF 23 9/6-8/23	0.00	306.69
1011	421602	10/11/23	10013169	ROBERT HARDY	107420	DAVID SULLIVAN	0.00	6,325.00
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	PD/FIRE ALARM/SPRINKL	0.00	1,801.25
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	COM/FIRE ALARM/SPRINK	0.00	677.00

SELECTION CRITERIA: transact.trans_date between '20231010 00:00:00.000' and '20231011 00:00:00.000'
ACCOUNTING PERIOD: 4/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	EHLERS FIRE ALARM/SPR	0.00	807.00
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	HERITAGE/FIRE ALARM	0.00	430.00
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	106131	NAV CTR FIRE ALARM	0.00	822.50
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	YARD/FIRE ALARM/SPRIN	0.00	821.25
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	CITY HALL FIRE ALARM	0.00	1,717.00
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE ALARM REPAIR	0.00	2,064.28
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	106131	FIRE ALARM MONITORING	0.00	480.00
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	ALARM REPAIR	0.00	2,103.18
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	ALARM/SPRINK/SEPT-23	0.00	1,929.75
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	ALARM/SPRINK/SEPT-23	0.00	871.25
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	ALARM/SPRINK/SEPT-23	0.00	716.25
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	ALARM/SPRINK/SEPT-23	0.00	848.75
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	ALARM/SPRINKL/SEPT-23	0.00	465.50
1011	421603	10/11/23	00005445	TRI-SIGNAL INTEGRATION,	170670	ALARM/SPRINKL/SEPT-23	0.00	1,727.00
TOTAL CHECK							0.00	18,281.96
1011	421604	10/11/23	10009554	TRUTH BE TOLD POLYGRAPH,	650105	PRE EMP POLYGRAPH	0.00	250.00
1011	421605	10/11/23	10002020	ULINE, INC.	650605	#H-5522BL - BIG AND TA	134.97	1,874.97
1011	421605	10/11/23	10002020	ULINE, INC.	650605	SHIPPING AND HANDLING	0.00	147.56
TOTAL CHECK							134.97	2,022.53
1011	421606	10/11/23	00008359	UNITED SITE SERVICES OF	275210	HOT COLD SINK	0.00	920.00
1011	421606	10/11/23	00008359	UNITED SITE SERVICES OF	275210	DELIVERY/ SETUP /REMOV	0.00	80.00
1011	421606	10/11/23	00008359	UNITED SITE SERVICES OF	275210	FUEL & INFLATION SURCH	0.00	99.00
1011	421606	10/11/23	00008359	UNITED SITE SERVICES OF	275210	TAXES	0.00	85.18
TOTAL CHECK							0.00	1,184.18
1011	421607	10/11/23	10011587	US BANK	11	CUSTODY ACCT/AUG-23	0.00	208.33
1011	421608	10/11/23	10011587	US BANK	997100	CUSTODY ACCT/AUG-23	0.00	291.67
1011	421609	10/11/23	10011753	US BANK	196312	2021 POBS TRUST 23-24	0.00	2,500.00
1011	421610	10/11/23	10002032	VERIZON WIRELESS	352363	87008359200001 SEP-23	0.00	551.00
1011	421610	10/11/23	10002032	VERIZON WIRELESS	170670	87008359200001 SEP-23	0.00	937.21
TOTAL CHECK							0.00	1,488.21
1011	421611	10/11/23	10002032	VERIZON WIRELESS	650303	54237315000001 SEP-23	0.00	2,714.22
1011	421612	10/11/23	10002032	VERIZON WIRELESS	170670	56130691500002 SEP-23	0.00	663.79
1011	421612	10/11/23	10002032	VERIZON WIRELESS	560210	56130691500002 SEP-23	0.00	41.48
1011	421612	10/11/23	10002032	VERIZON WIRELESS	998100	56130691500002 SEP-23	0.00	41.48
1011	421612	10/11/23	10002032	VERIZON WIRELESS	352363	56130691500002 SEP-23	0.00	76.02
1011	421612	10/11/23	10002032	VERIZON WIRELESS	115110	56130691500002 SEP-23	0.00	120.71
1011	421612	10/11/23	10002032	VERIZON WIRELESS	101101	56130691500002 SEP-23	0.00	120.71
TOTAL CHECK							0.00	1,064.19
1011	421613	10/11/23	10002032	VERIZON WIRELESS	275105	56130691500007 SEP-23	0.00	672.46
1011	421614	10/11/23	10013151	JENN VIRTUDES	275140	REF/SHELTER#R9225	0.00	110.00

SELECTION CRITERIA: transact.trans_date between '20231010 00:00:00.000' and '20231011 00:00:00.000'
ACCOUNTING PERIOD: 4/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421615	10/11/23	10000428	VISTA MEDIA SERVICES	106132	CITY COUNCIL MTG	0.00	940.00
1011	421616	10/11/23	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	533.23
1011	421617	10/11/23	10009561	WATER SOURCE SOLUTIONS I	170670	WATER SYS/OCT-23	0.00	148.70
1011	421617	10/11/23	10009561	WATER SOURCE SOLUTIONS I	106131	WATER SYS/OCT-23	0.00	148.70
TOTAL CHECK							0.00	297.40
1011	421618	10/11/23	00000141	WEST COAST ARBORISTS INC	560641	TREE TRIM/SEPT-23	0.00	3,525.00
1011	421618	10/11/23	00000141	WEST COAST ARBORISTS INC	560641	TREE TRIM/SEPT-23	0.00	22,620.00
TOTAL CHECK							0.00	26,145.00
1011	421619	10/11/23	10009209	WEST GROVE VOLLEYBALL, L	275120	VOLLEYBALL/FALL-23	0.00	781.38
1011	421620	10/11/23	10005807	WESTERN AUDIO VISUAL,INC	106132	22" LCD TOUCHSCREEN MO	0.00	1,890.00
1011	421620	10/11/23	10005807	WESTERN AUDIO VISUAL,INC	106132	BRIGHTSIGN, XT1144 - S	0.00	3,534.00
1011	421620	10/11/23	10005807	WESTERN AUDIO VISUAL,INC	106132	NETGEAR, GS524PP-100NA	0.00	387.00
1011	421620	10/11/23	10005807	WESTERN AUDIO VISUAL,INC	106132	TIGHTROPE MEDIA SYSTEM	0.00	9,475.00
1011	421620	10/11/23	10005807	WESTERN AUDIO VISUAL,INC	106132	TIGHTROPE MEDIA SYSTEM	0.00	3,900.00
1011	421620	10/11/23	10005807	WESTERN AUDIO VISUAL,INC	106132	TIGHTROPE MEDIA SYSTEM	0.00	182.00
1011	421620	10/11/23	10005807	WESTERN AUDIO VISUAL,INC	106132	CABLE AND CONNECTORS	0.00	397.00
1011	421620	10/11/23	10005807	WESTERN AUDIO VISUAL,INC	106132	INSTALLATION HARDWARE	0.00	199.00
1011	421620	10/11/23	10005807	WESTERN AUDIO VISUAL,INC	106132	EQUIPMENT RACK HARDWAR	0.00	100.00
1011	421620	10/11/23	10005807	WESTERN AUDIO VISUAL,INC	106132	ENGINEERING AND DRAFTI	0.00	2,053.34
TOTAL CHECK							0.00	22,117.34
1011	421621	10/11/23	10012502	WILD WATER OPERATING LLC	171710	CAR WASHES SEP	0.00	851.20
1011	421622	10/11/23	10011805	VERN WILLIAMS	275120	CARDIO@HOME/FALL-23	0.00	26.60
1011	421623	10/11/23	00010289	WONDRIES FORD	171710	2024 KIA NIRO HYBRID	0.00	34,374.95
1011	421624	10/11/23	10001833	YESCO, LLC	875805	REPLACE INTERFACE AND	174.38	4,224.38
1011	421625	10/11/23	10006857	YARDLEY ORGILL CO., INC.	352363	FITTINGS	0.00	978.90
1011	421626	10/11/23	10013163	ERIKA ZARATE	875805	REF DEPOSIT#R7432	0.00	219.60
1011	421626	10/11/23	10013163	ERIKA ZARATE	11	REF DEPOSIT#R7432	0.00	1,500.00
TOTAL CHECK							0.00	1,719.60
TOTAL CASH ACCOUNT							1,328.75	2,039,310.05
TOTAL FUND							1,328.75	2,039,310.05
TOTAL REPORT							1,328.75	2,039,310.05

Voided Check Numbers	Date Printed
421476	10/11/2023
421495	
421585	
421586	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $980,335.76 COVERING REGULAR PAYROLL ENDING SEPTEMBER 29, 2023

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

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

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $980,335.76 set forth on this 9-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2023 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2023.

_____
City Clerk

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

SELECTION CRITERIA: checkhis.pay_run in ('MF7','MG1')
ALL CHECKS

PAYRUN: MF7
DATE: 09/21/2023

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V367531	3,037.65	.00	MANUAL	CARNEY, PATRICK	9014
PAYRUN TOTAL CHECK: 1	3,037.65	.00			

SELECTION CRITERIA: checkhis.pay_run in ('MF7','MG1')
ALL CHECKS

PAYRUN: MG1
DATE: 10/06/2023

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V367532	994.14	.00		CABRERA, AMBER	248
V367533	4,062.46	.00		COPPING, SARA	951
V367534	1,057.74	.00		DIAZ, MICHELLE	419
V367535	2,450.27	.00		DIEZ, KARINA	169
V367536	2,052.73	.00		ENGLEBRECHT, BRIDGET	261
V367537	2,611.60	.00		FEWER, JESSICA	580
V367538	6,838.39	.00		FRANCE, AARON	1650
V367539	2,688.61	.00		MEDINA, YARETZA	8
V367540	769.70	.00		AHN, JOYCE	263
V367541	647.49	.00		BROWN, ARTHUR	655
V367542	723.49	.00		CASTANEDA, JOSE	277
V367543	741.75	.00		SONNE, SUSAN	5161
V367544	504.81	.00		TRAUT, CONNOR	5399
V367545	1,115.66	.00		AVITIA, LISA	114
V367546	3,310.04	.00		BADILLO, ANNA PATRICIA	168
V367547	1,759.22	.00		GUERRA, SARAH	1470
V367548	5,116.94	.00		JIMENEZ, ADRIA	2297
V367549	950.25	.00		KIRK, RALPH	384
V367550	1,787.54	.00		LOPEZ, ANGELICA	2928
V367551	4,416.87	.00		FENTON, EDWARD	1564
V367552	1,341.04	.00		GONZALEZ, JACQUELINE	157
V367553	.00	.00		GUTIERREZ, EVELYN	238
V367554	1,833.07	.00		KERN, DONNA	2574
V367555	2,286.29	.00		PREVO, DOREKA	390
V367556	3,746.72	.00		VALDEZ, REBECCA	5490
V367557	1,651.38	.00		BUENROSTRO, PATRICIA	227
V367558	3,842.96	.00		GARCIA, ADRIAN	1700
V367559	1,094.77	.00		GLAVIN, BARBARA	1768
V367560	1,880.62	.00		HERNANDEZ, GLORIA	2092
V367561	6,320.80	.00		HYUN, SUNG	2248
V367562	2,009.03	.00		KIM, MIN	2584
V367563	1,990.85	.00		LOVEJOY, REBEKAH	76
V367564	2,349.98	.00		MENDOZA, MARIA	3293
V367565	798.52	.00		OZAKI, GRACE	3881
V367566	1,806.39	.00		PAK, TIMOTHY	3955
V367567	2,552.23	.00		PEREZ, JESSICA	4111
V367568	2,410.05	.00		TOMASSETTI, JEEVANI	5623
V367569	1,970.02	.00		TRAN, KRYSTLE	242
V367570	4,032.81	.00		AVERELL, MARK	272
V367571	2,295.18	.00		COLES-GUZMAN, MARY	950
V367572	1,941.66	.00		KENNEDY, SEAN	111
V367573	1,691.43	.00		BELTRAN, CINDY	467
V367574	854.98	.00		CARDENAS, MARGARET	336
V367575	2,916.37	.00		CULL, ROBERT	1012
V367576	2,608.12	.00		LESTER, ALEXANDER	2868
V367577	1,733.50	.00		MACIAS, JUDITH	2996
V367578	2,186.10	.00		MAYORQUIN, RAYMUNDO	221
V367579	2,566.48	.00		TART, ANDRE	5235
V367580	3,928.68	.00		CAMACHO, MARIO	731
V367581	1,574.98	.00		CASTANEDA, GUADALUPE	280

SELECTION CRITERIA: checkhis.pay_run in ('MF7','MG1')
ALL CHECKS

V367582	2,207.25	.00	CATALDO, JOHN	766
V367583	712.05	.00	COHEN-DORON, JILL	841
V367584	1,990.28	.00	DAVIS-VALENTINE, SUZANNE	1085
V367585	2,358.72	.00	DE LA PAZ, TIANNA	297
V367586	5,994.41	.00	FOULKES, MATTHEW	9
V367587	3,446.87	.00	LUNA, HARALD	264
V367588	2,470.82	.00	MCALEESE, IAN	159
V367589	3,944.18	.00	MESHRAM, SWATI	3321
V367590	3,051.14	.00	NAVARRO, SANDRA	93
V367591	320.15	.00	SANCHEZ, VIVIANA	4616
V367592	2,493.04	.00	SANTOS, RUTH	4640
V367593	1,609.35	.00	TAE, RAY	5196
V367594	2,123.35	.00	ZAPIEN, ERNESTINE	5777
V367595	47.39	.00	CHOI, YONG	388
V367596	47.39	.00	DAVIS, MONIQUE	386
V367597	47.39	.00	DIEP, DEBORAH	1208
V367598	47.39	.00	JUDEH, MIRVAT	389
V367599	47.39	.00	PATINO ESCALONA, HECTOR	387
V367600	2,295.10	.00	ARDAIZ, LANA	190
V367601	3,174.49	.00	DHAUW, MELISSA	1170
V367602	2,798.21	.00	SUAREZ, SARABETH	5169
V367603	2,803.92	.00	YOON, JIWON	91
V367604	2,254.15	.00	COTA, LORRAINE	954
V367605	5,427.25	.00	GEYER, BRADLEY	1692
V367606	6,526.59	.00	HONG, ALEX	2130
V367607	2,279.85	.00	MARTINEZ, JESSICA	2936
V367608	5,632.41	.00	NGUYEN, NGHIA	3755
V367609	6,486.97	.00	NUNES, FRANK	3813
V367610	2,106.26	.00	CHARNES, LANCE	783
V367611	9,097.90	.00	DIERINGER, RYAN	1145
V367612	3,501.49	.00	JIMENEZ, ROBERT	352
V367613	2,602.39	.00	KIM, HYUN	328
V367614	2,689.91	.00	LAM, DAVID	2790
V367615	585.15	.00	LOVCHIK, MICHAEL	6
V367616	3,410.12	.00	MIKIEWICZ, SIMON	3360
V367617	1,763.99	.00	NOVOTNY, MARY	3705
V367618	2,084.31	.00	SEMAAN, NADIA	4740
V367619	6,077.98	.00	TOMSICK, MARTIN	5360
V367620	5,777.84	.00	WEAVER, CHAD	5577
V367621	2,387.11	.00	ALCALA, BRITTANY	58
V367622	3,101.80	.00	BARAJAS, MAYRA	357
V367623	2,583.12	.00	BARR, LISA	366
V367624	1,835.82	.00	BINYON, ERIC	506
V367625	4,304.80	.00	BRANDSTETTER, JAMES	629
V367626	3,365.45	.00	BUTH, CATHERINE	561
V367627	2,066.15	.00	CARPENTER, SCARLET	1663
V367628	681.99	.00	CONN, SANDRA	961
V367629	566.31	.00	DIERINGER, REGINA	1515
V367630	3,351.53	.00	ESCOBEDO, STACEY	1530
V367631	5,033.58	.00	ESQUETINI, MARIA	1536
V367632	842.71	.00	ESTRELLA, CARL JOSEPH	415
V367633	2,097.13	.00	HERNANDEZ, ISABELLA	112
V367634	3,321.09	.00	MAERKER, ELIZABETH	3017
V367635	2,737.19	.00	MCGRATH, CODY	3220
V367636	924.83	.00	MEONO, ROBIN	351
V367637	1,875.25	.00	MORALES MALDONADO, IVETT	3490

SELECTION CRITERIA: checkhis.pay_run in ('MF7','MG1')
ALL CHECKS

V367638	2,525.13	.00	PALMA CARDENAS, DIANA	3970
V367639	691.87	.00	RAMIREZ, ARIANNA	86
V367640	812.77	.00	RODRIGUEZ VILLA, YARELI	205
V367641	1,745.05	.00	SAUCEDA, CATHLEEN	4645
V367642	3,904.79	.00	SHERIFF, SAMANTHA	2096
V367643	2,544.21	.00	TANIGUCHI, MELISSA	5230
V367644	501.18	.00	VELLANOWETH, KRISTINE	217
V367645	2,077.26	.00	FIORE, KATE	1560
V367646	2,848.66	.00	FOX, CHARITY	1641
V367647	754.33	.00	KUHN, MICHELLE	2730
V367648	697.62	.00	KUHN, TARI	2747
V367649	2,059.68	.00	LARA, KARON	103
V367650	2,166.94	.00	MEDINA, IVONNE	222
V367651	2,586.19	.00	MENDIVEL, CHRISTINA	3299
V367652	2,015.12	.00	NGO, CATHERINE	3752
V367653	2,030.26	.00	PENDLETON, SUN	4080
V367654	1,167.19	.00	TENG, LING-FEI	2871
V367655	1,902.52	.00	UMLAH, AMBER	5435
V367656	6,303.36	.00	BATES, PATRICK	378
V367657	4,178.50	.00	BELTRAN, CHRISTINA	13
V367658	8,230.21	.00	BERNAL, DAVID	480
V367659	5,263.40	.00	BOURNE, CLIFFORD	5612
V367660	4,573.05	.00	BOYD, ROBERT	584
V367661	4,085.91	.00	BOYER, CAMERON	585
V367662	5,341.98	.00	BOYINGTON, DEVIN	594
V367663	4,821.16	.00	BURNETT, DEBORAH	110
V367664	3,839.94	.00	CAMPOS, LOLANI	728
V367665	5,460.95	.00	CARNEY, THOMAS	751
V367666	2,190.80	.00	CERDA, SERGIO	240
V367667	3,609.55	.00	CHAVEZ, ALEJANDRO	182
V367668	3,878.15	.00	CHAVEZ, ANTONY	246
V367669	5,167.61	.00	CHOI, JONATHON	827
V367670	4,283.11	.00	CHRISTIANSEN, ANDREW	97
V367671	2,158.07	.00	CURATOLA, ANTHONY	350
V367672	4,127.10	.00	DAVIS, JONATHAN	1083
V367673	2,847.80	.00	EK, CHRISTOPHER	1477
V367674	4,621.86	.00	ESCAMILLA, MARIO	1529
V367675	5,975.94	.00	FRANKLIN, KEVIN	1649
V367676	6,445.56	.00	GALOS, MICHAEL	1680
V367677	4,851.53	.00	GANO, KEVIN	1742
V367678	3,251.36	.00	GONZALEZ, LUIS	164
V367679	4,679.23	.00	GONZALEZ, OSCAR	1785
V367680	4,835.25	.00	HERST, RYAN	2102
V367681	1,875.62	.00	HOGAN, CHRISTIAN MICHAEL	138
V367682	5,376.01	.00	JIMENEZ, GUSTAVO	2285
V367683	6,582.50	.00	LEE, CONNOR	2861
V367684	6,551.34	.00	LEPE, SERGIO	2901
V367685	2,597.52	.00	LIRA, JOSEPH	133
V367686	3,217.83	.00	LOPEZ, GUILLERMO	2958
V367687	6,021.12	.00	LOVETERE, JOSEPH	2962
V367688	3,981.25	.00	MARTINEZ, JESUS	117
V367689	4,312.90	.00	MEDRANO, JULIAN	3223
V367690	3,515.41	.00	MOELLER, SARAH	3590
V367691	4,931.06	.00	MOON, DAVID	3479
V367692	4,957.36	.00	MUNOZ, OSCAR	3605
V367693	3,953.73	.00	MURILLO CASTRO, JULIAN	268

SELECTION CRITERIA: checkhis.pay_run in ('MF7','MG1')
ALL CHECKS

V367694	3,021.44	.00	NGUYEN, ANTHONY	258
V367695	6,557.51	.00	NYHUS, CHRISTOPHER	3808
V367696	6,504.03	.00	O'DETTE, DIRK	3823
V367697	4,054.20	.00	OH, WILLIAM	326
V367698	3,455.60	.00	PADILLA, VALERIE	108
V367699	6,491.93	.00	PINO, RICHARD	4171
V367700	4,874.56	.00	PROCEL, ANDY	4243
V367701	5,132.97	.00	RAMIREZ, ANGEL	4314
V367702	3,845.76	.00	RANGEL, PRISCILLA	4337
V367703	4,231.58	.00	REYES, HUGO	98
V367704	3,680.68	.00	RODRIGUEZ, CHRISTIAN	4476
V367705	4,212.26	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V367706	5,804.85	.00	RUBALCAVA, EFRAIN	4590
V367707	3,757.16	.00	TEWELL, MELISSA	5282
V367708	2,128.46	.00	TRAN, JENNIFER	9666
V367709	4,353.85	.00	TRAN, TUYET	5424
V367710	3,733.93	.00	TURNER, JERAMIAH	291
V367711	5,130.82	.00	VU, JEFFREY	5519
V367712	4,648.19	.00	WILLIAMS, JUDITH	5660
V367713	4,813.14	.00	YO, DANIEL	5752
V367714	7,578.29	.00	COLON, BOBBY	900
V367715	7,377.63	.00	JOHNSON, BRYAN	2300
V367716	1,948.49	.00	MAERTZ, DANA	3018
V367717	1,743.63	.00	RANGEL, JENNY	283
V367718	7,000.35	.00	RICE, JAMES	4408
V367719	5,938.76	.00	SALAZAR, RYAN	4626
V367720	6,041.70	.00	SHADDOW, JON-MICHAEL	4837
V367721	2,153.26	.00	SILVA, OSCAR	4886
V367722	2,142.74	.00	VAZQUEZ-CAMACHO, MARLENE	101
V367723	245.86	.00	BAIR, JOHN	284
V367724	310.56	.00	CASEY, DROUETT	771
V367725	1,119.24	.00	PATTON, DANA	4060
V367726	9,107.38	.00	BAILEY, JOHN	355
V367727	4,037.25	.00	BOUDREAU, CORY	583
V367728	2,108.79	.00	BOUDREAU, LAURA	2192
V367729	2,164.53	.00	CHAN, KARA	795
V367730	6,161.34	.00	DAVENPORT, JOSEPH	1094
V367731	4,366.54	.00	ESCOBEDO, DOMINICK	1521
V367732	4,930.65	.00	GENTNER, GEORGE	1765
V367733	3,545.30	.00	KALAGIAN, BRYANT	2436
V367734	2,193.64	.00	LOMELI, LISBETH	4516
V367735	2,851.41	.00	LOPEZ, VANESSA	2929
V367736	5,026.83	.00	LOPEZ, WILLYVALDO	2941
V367737	5,390.26	.00	LOWE, AUSTIN	2956
V367738	5,014.70	.00	MORALES, FRANK	3489
V367739	1,786.42	.00	O'DETTE, NANCY	1920
V367740	3,335.77	.00	ORTEGA, MICHAEL	104
V367741	4,289.52	.00	PANTOJA, DAVID	3986
V367742	9,265.99	.00	PLUMLEE, ROGER	4180
V367743	4,586.15	.00	SOLIS, DANIEL	5000
V367744	2,256.74	.00	SULLIVAN, STACEY	5160
V367745	3,086.76	.00	TREADWAY, SARA	4210
V367746	4,569.42	.00	VU, KRISTINE	63
V367747	2,533.59	.00	CAPISTRANO, FRANCES	74
V367748	1,808.77	.00	IBARRA, KRISTI	88
V367749	5,411.26	.00	MIKHAEL, MINA	3359

SELECTION CRITERIA: checkhis.pay_run in ('MF7','MG1')
ALL CHECKS

V367750	1,805.32	.00	ALMANZA, MINERVA	79
V367751	4,510.28	.00	ALQAM, NADER	71
V367752	3,549.89	.00	ARABOLU, DEEPTHI	178
V367753	2,522.67	.00	ESPARZA-ALMARAZ, AARON	383
V367754	3,436.02	.00	KIM, KENNETH	2587
V367755	2,934.57	.00	LANNAN, GREGORY	2791
V367756	4,056.79	.00	ORTIZ, CESAR	92
V367757	2,745.73	.00	PENA, MANUEL	2933
V367758	2,797.96	.00	TRAN, JASON	96
V367759	3,144.99	.00	WRAY, NORMAN	5725
V367760	2,021.91	.00	ZARAGOZA, EDUARDO	5788
V367761	2,819.12	.00	AUBUCHON, LAURIE	250
V367762	2,073.61	.00	GENERA, ELIZABETH	1685
V367763	4,143.49	.00	HUNT, JOSEPH	2249
V367764	1,758.15	.00	LUX, ANDREA	2972
V367765	2,461.81	.00	BACA, ANDREW	315
V367766	1,211.91	.00	BANUELOS, CHRISTOPHER	345
V367767	3,113.48	.00	BRITO, MICHAEL	642
V367768	3,332.43	.00	ESCATEL-OROSCO, PEDRO	1537
V367769	2,403.07	.00	GONZALEZ, ALEJANDRO	1783
V367770	1,278.03	.00	GUZMAN, KEVIN	132
V367771	649.50	.00	JOHNSON, MATTHEW	418
V367772	3,867.05	.00	LIBUNAO, NINO	2912
V367773	1,886.69	.00	MARASCO, MATTHEW	289
V367774	974.30	.00	MARTIN, MICHAEL	381
V367775	1,912.56	.00	MUNOZ, GENE	3600
V367776	1,764.31	.00	MUNOZ, ISAAC	382
V367777	1,786.66	.00	MUNOZ, JOHNNY	144
V367778	454.22	.00	ORTIZ, DANIEL	3862
V367779	1,341.30	.00	ORTIZ, RAYMOND	309
V367780	788.72	.00	REYNOLDS, BILLY	417
V367781	1,341.30	.00	RIOS, DANNY	282
V367782	3,211.51	.00	RIVERA, JOE	4450
V367783	1,211.92	.00	RODRIGUEZ, NATHANIAL	288
V367784	1,749.20	.00	RODRIGUEZ, OSCAR	131
V367785	331.79	.00	ROMERO, NATHANAEL	174
V367786	1,722.57	.00	SERNA, JUAN	4728
V367787	2,655.64	.00	TORREZ, JAVIER	69
V367788	1,985.58	.00	VAZQUEZ, JOE	5473
V367789	2,582.34	.00	CARRILLO, EDWARD	765
V367790	2,313.03	.00	ELLS, ZACHARY	1500
V367791	2,129.10	.00	ENNIS, JOSEPH	262
V367792	2,986.91	.00	FINCH, BARRETT	1574
V367793	3,417.40	.00	HAGAN, KEVIN	1947
V367794	3,106.10	.00	KVENBO, SCOTT	2750
V367795	1,841.23	.00	MARTINEZ, MARCO	215
V367796	4,085.44	.00	MCGEE, MICHAEL	9306
V367797	2,157.98	.00	MENDOZA, JOHN	3292
V367798	2,382.33	.00	MILLER, DAVID	3390
V367799	3,087.84	.00	MOJARRO, ANDREW	3082
V367800	3,217.97	.00	MOORE, FRANK	3486
V367801	2,285.63	.00	ROMERO, FIDEL	4530
V367802	2,321.65	.00	SANCHEZ, JUAN	4617
V367803	2,309.81	.00	SPEAR, ANTHONY	5011
V367804	2,474.26	.00	STEPHENSON, MARK	5122
V367805	2,584.14	.00	TAVARES, JAMEY	5231

SELECTION CRITERIA: checkhis.pay_run in ('MF7','MG1')
ALL CHECKS

V367806	2,564.25	.00	VENEGAS MENDEZ, JAVIER	5491
V367807	1,073.64	.00	ALVAREZ, CARLOS	136
V367808	2,232.67	.00	DAHL, TERRY	1084
V367809	2,372.19	.00	GARCIA ORTEGA, JOSE	1636
V367810	1,881.12	.00	GRIMES, DAVID	1881
V367811	2,168.06	.00	KOSS, MICHAEL	2718
V367812	2,877.62	.00	MARTINEZ, GABRIEL	3139
V367813	2,401.98	.00	MELLADO, KIM	3289
V367814	2,543.94	.00	MERROW, MATTHEW	3316
V367815	1,383.52	.00	MYLLES, JOSHUA	279
V367816	1,995.36	.00	OTTEN, DAVID	3869
V367817	1,805.83	.00	PEREZ, ADRIAN	257
V367818	3,282.05	.00	PORTER, JEFFREY	4174
V367819	2,642.91	.00	RODRIGUEZ, EDWARD	4479
V367820	1,211.91	.00	RUIZ, ALEJANDRO	416
V367821	2,050.84	.00	SOLOMAN, CARLOS	4891
V367822	1,726.24	.00	TORRES, SALVADOR	234
V367823	2,072.22	.00	WELLS, ANTHONY	5610
V367824	1,189.28	.00	AVERELL, ANDREW	349
V367825	2,437.62	.00	CAMPIZTA, ADAM	225
V367826	2,927.86	.00	MACIAS, RAYMOND	2998
V367827	1,975.69	.00	MILLER-SPARKS, WILLIAM	216
V367828	2,433.43	.00	WEAR, JOHN	5606
V367829	6,126.20	.00	BOX, JAMES	576
V367830	1,944.48	.00	CHAVEZ, ARIANA	788
V367831	1,717.66	.00	CONTRERAS, SAUL	95
V367832	3,335.83	.00	KURATA, DALE	2749
V367833	2,205.20	.00	REYNOLDS, BRANDON	4384
V367834	939.50	.00	SANCHEZ, CHRISTOPHER	236
V367835	2,281.58	.00	SANCHEZ-REYES, KEVIN	83
V367836	3,106.92	.00	SAUCEDA, MARK	4642
V367837	294.48	.00	ALTAWARAH, RAMA	153
V367838	747.92	.00	ALVARADO, ADRIAN	89
V367839	273.73	.00	BAHENA, PEDRO	148
V367840	497.70	.00	BARENG, KATHERINE	33
V367841	348.39	.00	BELCHER-HALL, JACOB	333
V367842	1,012.69	.00	CARNES, ALISSA	34
V367843	464.51	.00	CARVENTE, GIANJAVIER	334
V367844	794.78	.00	CISNEROS, MICHELLE	812
V367845	817.76	.00	CLARK-PRUDHOMME, MATTHEW	307
V367846	725.58	.00	DIEGO, NICOLE	331
V367847	303.41	.00	DOWDLE, JACKSON	1386
V367848	1,166.86	.00	ESCALANTE, ALEXANDER	323
V367849	854.10	.00	FERNANDEZ, GISSEL	330
V367850	435.49	.00	GARCIA, MICHELE	171
V367851	132.72	.00	GONZALEZ, ISAAC	294
V367852	793.87	.00	GONZALEZ, LUIS	1780
V367853	452.09	.00	GRANADOS, REGINA	145
V367854	714.68	.00	GRANDE, DANIELLE	124
V367855	865.00	.00	GUERRA, ATHZIRI	141
V367856	228.12	.00	GUILLEN, JAYDEN	339
V367857	772.71	.00	GUTIERREZ, MICHELLE	1925
V367858	685.41	.00	HERNANDEZ, KATE	2091
V367859	997.00	.00	HOLLOWAY, ELIZABETH	2185
V367860	608.51	.00	JUBRAN, NOAH	127
V367861	423.05	.00	LEWIS, ALEC	266

SELECTION CRITERIA: checkhis.pay_run in ('MF7','MG1')
ALL CHECKS

V367862	602.33	.00	MAGANA, ADAM	173
V367863	1,994.49	.00	MARTINEZ, SERENA	3147
V367864	903.54	.00	MEZA, ADRIAN	122
V367865	824.40	.00	MOLAR, BARBARA	3449
V367866	1,090.02	.00	MORENO, ANDREW	161
V367867	639.71	.00	NGHIEM, NATALIE	249
V367868	194.94	.00	NGUYEN, KEVIN	299
V367869	851.56	.00	NUNEZ, HAZEL	3806
V367870	281.05	.00	OLVERA, DAVID	3841
V367871	939.78	.00	ONTIVEROS, IZABELLA	3864
V367872	165.90	.00	RAY, SABRINA	286
V367873	971.18	.00	RIVERA GOMEZ, YAMILEX	4432
V367874	66.35	.00	RODRIGUEZ, MIKAYLA	295
V367875	66.35	.00	RONQUILLO, JAZZIE	172
V367876	897.46	.00	ROQUE, KATRINA	38
V367877	1,064.30	.00	RUSSELL, JEFFREY	150
V367878	668.62	.00	SALDANA, JONATHAN	4625
V367879	199.07	.00	SOLIMAN, MARSEL	322
V367880	215.67	.00	SOLTERO, JESSE	177
V367881	244.71	.00	SORIA, NOAH	5004
V367882	745.08	.00	STRICKLER, LINDA	5135
V367883	157.61	.00	TAPIA, ANGELICA	306
V367884	940.78	.00	THOMSEN, MATTHEW	194
V367885	219.82	.00	TOVAR, SOFIA	301
V367886	2,522.31	.00	VAN SICKLE, MICHELLE	2076
V367887	132.72	.00	VANDERPOOL, HAYLEY	183
V367888	597.34	.00	VAZQUEZ, OSCAR	152
V367889	730.56	.00	VELOZ, SABRINA	146
V367890	290.33	.00	WONGSUPHAKPHAN, BRIANNA	337
V367891	539.96	.00	GARCIA, JUSTIN	253
V367892	296.70	.00	RODRIGUEZ, PERLA	4488
V367893	250.60	.00	SINGH, YASHPREET	48
V367894	662.82	.00	ZAPATA, ALEXANDRIA	303
V367895	913.81	.00	AGUILAR, KALVIN	23
V367896	290.33	.00	BARTOLO, BRYAN	338
V367897	961.58	.00	BUSTAMANTE VALLADARES, DIANA	285
V367898	801.49	.00	CABUSAO, NINA MARINELLA	729
V367899	740.11	.00	CARDENAS, DIEGO	275
V367900	378.09	.00	CASTILLO, DARLENE	119
V367901	983.14	.00	CERVANTES, BRIANA	757
V367902	335.95	.00	CLARK-PRUDHOMME, MACKENZIE	206
V367903	2,198.81	.00	DAVIS, TANIKKA	1082
V367904	1,149.13	.00	DETERDING, CARSON	1132
V367905	1,955.72	.00	GILLIAM, VERONICA	218
V367906	907.22	.00	GUERRA, ROCCO	44
V367907	736.74	.00	HONG, YI	2189
V367908	3,198.38	.00	HURTADO, MARIA	353
V367909	1,625.98	.00	MARQUEZ PINEDO, ANALISA	3118
V367910	672.41	.00	MORISON, MATTHEW	243
V367911	2,011.27	.00	NIELSEN, ROSEMARY	3760
V367912	1,764.86	.00	NORIEGA, MICHELLE	3782
V367913	377.40	.00	O'NEILL, LARISSA	3829
V367914	447.93	.00	ONTIVEROS, STEVEN	342
V367915	766.88	.00	ORTIZ, YAHAIRA	241
V367916	398.16	.00	PULIDO, MARLENE	39
V367917	241.39	.00	RUIZ, ANA	4591

SELECTION CRITERIA: checkhis.pay_run in ('MF7','MG1')
ALL CHECKS

V367918	840.01	.00	RUVALCABA, ALEXANDRA	305
V367919	844.90	.00	SAMPAT, SHREEYA	4627
V367920	497.70	.00	SERRATOS, DARIAN	160
V367921	578.71	.00	SOSA, ELIANNA	341
V367922	1,488.12	.00	SOTO, JOSE	229
V367923	294.90	.00	SOTO DONACIANO, ANGEL	287
V367924	805.34	.00	TAILOR, DIYA	175
V367925	935.14	.00	VALDEZ, NATALIA	46
V367926	332.17	.00	VEGA-MATA, PEDRO	278
V367927	485.26	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL

CHECK: 396	977,298.11	.00	

TOTAL

CHECKS: 397	980,335.76	.00	

City of Buena Park

City Council Regular Meeting Agenda Report

TREASURER'S REPORT FOR THE MONTH OF SEPTEMBER 2023

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	CONSENT CALENDAR Item: B

Presented By	Prepared By
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Receive and file the reports.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City of Buena Park's Investment Policy adopted by the City Council on February 14, 2023, requires the City Treasurer to submit a detailed investment report to the City Council.
Attached for review are the Treasurer's Investment Reports for the month of September 2023. All of the investments listed meet the requirements of both the Government Code and the City Investment Policy.

BUDGET IMPACT

None.

Attachments

Treasurers Report Att1of4.pdf

Treasurers Report Att2of4.pdf

Treasurers Report Att3of4.pdf

Treasurers Report Att4of4.pdf

CITY OF BUENA PARK
Treasurer's Report of Monies on Deposit
Period Ending September 30, 2023

DESCRIPTION	City Book Balance	RDA Bond Proceeds Series B	Total
Union Bank - City Checking Account	10,179,626.55	-	10,179,626.55
Union Bank - Outstanding checks	(2,647,368.08)	-	(2,647,368.08)
Union Bank - Outstanding deposits	403,261.96	-	403,261.96
	7,935,520.43	-	7,935,520.43
Local Agency Investment Fund	13,873,247.96	-	13,873,247.96
Governmental Agency Securities	32,320,831.90	-	32,320,831.90
Commercial Paper	971,071.11	-	971,071.11
Money Market Mutual	196,125.72	1,247,668.39	1,443,794.11
Supranational	2,954,743.50	-	2,954,743.50
Corporate	21,437,536.85	-	21,437,536.85
U S Treasury	44,793,543.00	-	44,793,543.00
	116,547,100.04	1,247,668.39	117,794,768.43
Total	124,482,620.47	1,247,668.39	125,730,288.86

Fund Description	Cash Balance
11 - General Fund	44,009,846.39
12 - Economic Development Fund	6,599,891.64
18 - Local Law Enforcement Fund	75,035.84
20 - Asset Forfeiture Fund	584,057.73
21 - Capital Project Fund	(580,841.34)
22 - Prop 172 PD Augment Fund	213,411.66
23 - State Law Enf Supp Fund	169,028.20
24 - State Gas Tax Fund	5,492,403.85
25 - Measure M2	4,280,342.72
28 - HOME Deferred Loan Fund	1,829,192.89
29 - Economic Development Fund (CDBG)	(132,507.90)
30 - State OCATT Fund	(2,235.00)
31 - Calhome Program	1,191,894.96
32 - Park In-Lieu Fund	2,786,484.50
33 - Traffic Congestion Relief Fund	39,897.76
40 - AB 2766 (AQMD) Fund	613,397.31
52 - Water Enterprise Fund	34,319,071.02
62 - Workers' Comp Self-Ins Fund	2,246,677.52
63 - Public Liab Self-Ins Fund	2,055,864.56
65 - Accrued Leave Fund	34,617.25
71 - Equip Maint & Replacement Fund	8,007,352.18
73 - Payroll Revolving Fund	-
74 - Management Info Systems Fund	1,601,882.07
77 - Gov't Buildings Maintenance Fund	880,682.39
96 - Tourism & Marketing Dist	537,064.66
97 - Successor Fund to RDA	5,885,148.35
98 - Housing Successor Fund	2,992,627.65
Total Cash	125,730,288.86

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

City of Buena Park Core

Account #405

Portfolio Summary

As of September 30, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.97
Average Coupon	2.26%
Average Purchase YTM	2.67%
Average Market YTM	5.20%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.11 yrs
Average Life	2.10 yrs

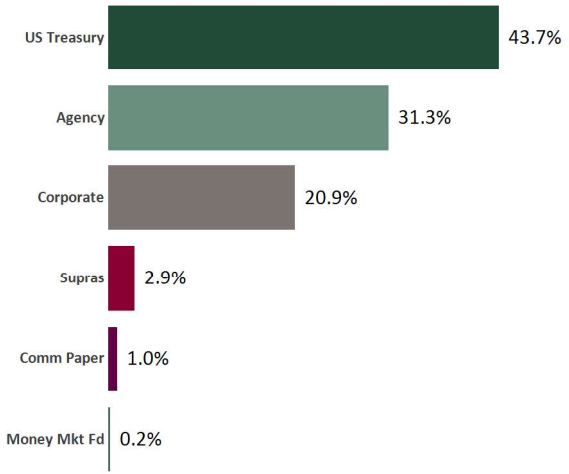
ACCOUNT SUMMARY

	Beg. Values as of 8/31/23	End Values as of 9/30/23
Market Value	99,079,722	98,962,479
Accrued Interest	550,247	507,914
Total Market Value	**99,629,970**	**99,470,393**
Income Earned	221,847	228,450
Cont/WD		-7,641
Par	103,736,875	103,976,126
Book Value	102,541,618	102,804,761
Cost Value	102,445,127	102,673,852

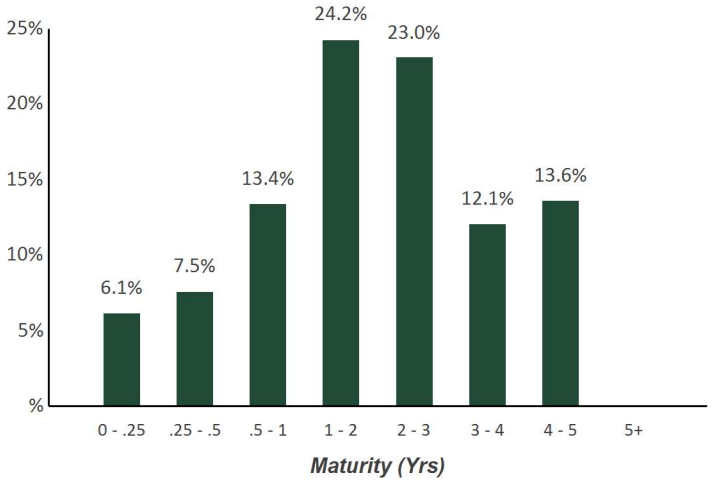
TOP ISSUERS

Government of United States	43.7%
Federal Home Loan Bank	13.1%
Federal National Mortgage Assoc	7.8%
Federal Farm Credit Bank	5.5%
Federal Home Loan Mortgage Corp	5.0%
Inter-American Dev Bank	1.5%
Intl Bank Recon and Development	1.4%
Deere & Company	1.2%
Total	**79.2%**

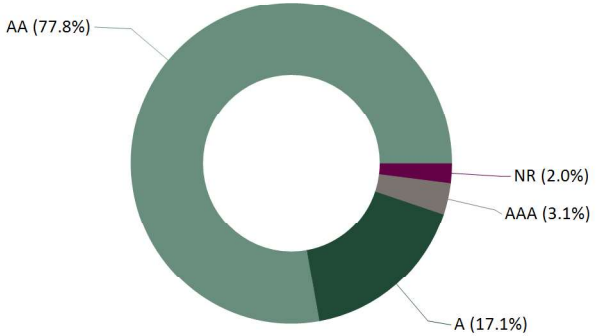
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

					Annualized				
TOTAL RATE OF RETURN	**1M**	**3M**	**YTD**	**1YR**	**2YRS**	**3YRS**	**5YRS**	**10YRS**	**12/31/2005**
City of Buena Park Core	-0.15%	0.52%	1.89%	2.90%	-1.29%	-0.88%	1.22%	1.06%	2.10%
ICE BofA 0-5 Yr US Treasury Index	-0.15%	0.50%	1.73%	2.67%	-1.41%	-1.04%	1.13%	0.92%	1.93%

Statement of Compliance

As of September 30, 2023

City of Buena Park

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

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

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

**Source: City of Buena Park.*

Reconciliation Summary

As of September 30, 2023

BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		**$102,541,617.77**
Acquisition		
+ Security Purchases	$1,591,334.40	
+ Money Market Fund Purchases	$1,745,614.19	
+ Money Market Contributions	$0.00	
+ Security Contributions	$0.00	
+ Security Transfers	$0.00	
Total Acquisitions		**$3,336,948.59**
Dispositions		
- Security Sales	$0.00	
- Money Market Fund Sales	$1,598,723.29	
- MMF Withdrawals	$7,640.63	
- Security Withdrawals	$0.00	
- Security Transfers	$0.00	
- Other Dispositions	$0.00	
- Maturities	$1,500,000.00	
- Calls	$0.00	
- Principal Paydowns	$0.00	
Total Dispositions		**$3,106,363.92**
Amortization/Accretion		
+/- Net Accretion	$32,558.44	
		$32,558.44
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	$0.00	
		$0.00
ENDING BOOK VALUE		**$102,804,760.88**

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		**$56,875.45**
Acquisition		
Contributions	$0.00	
Security Sale Proceeds	$0.00	
Accrued Interest Received	$0.00	
Interest Received	$241,666.67	
Dividend Received	$3,947.52	
Principal on Maturities	$1,500,000.00	
Interest on Maturities	$0.00	
Calls/Redemption (Principal)	$0.00	
Interest from Calls/Redemption	$0.00	
Principal Paydown	$0.00	
Total Acquisitions	**$1,745,614.19**	
Dispositions		
Withdrawals	$7,640.63	
Security Purchase	$1,591,334.40	
Accrued Interest Paid	$7,388.89	
Total Dispositions	**$1,606,363.92**	
ENDING BOOK VALUE		**$196,125.72**

Holdings Report

As of September 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EAEZ8	FHLMC Note 0.25% Due 11/6/2023	1,100,000.00	12/10/2020 0.25%	1,100,011.00 1,100,000.37	99.51 5.13%	1,094,654.00 1,107.64	1.10% (5,346.37)	Aaa / AA+ AA+	0.10 0.10
3130A0F70	FHLB Note 3.375% Due 12/8/2023	1,600,000.00	12/14/2018 2.91%	1,634,352.00 1,601,285.60	99.62 5.37%	1,593,856.00 16,950.00	1.62% (7,429.60)	Aaa / AA+ NR	0.19 0.19
3135G0V34	FNMA Note 2.5% Due 2/5/2024	925,000.00	03/06/2019 2.58%	921,808.75 924,774.21	98.95 5.55%	915,312.48 3,597.22	0.92% (9,461.73)	Aaa / AA+ AA+	0.35 0.34
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	1,600,000.00	04/16/2019 2.47%	1,593,136.00 1,599,389.27	98.65 5.51%	1,578,424.00 2,427.78	1.59% (20,965.27)	Aaa / AA+ NR	0.44 0.43
3133EKNX0	FFCB Note 2.16% Due 6/3/2024	1,500,000.00	07/08/2019 1.94%	1,515,675.00 1,502,153.02	97.81 5.50%	1,467,211.50 10,620.00	1.49% (34,941.52)	Aaa / AA+ AA+	0.68 0.65
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	1,500,000.00	06/12/2019 2.00%	1,562,100.00 1,508,735.47	98.08 5.68%	1,471,263.00 12,817.71	1.49% (37,472.47)	Aaa / AA+ NR	0.71 0.68
3135G0V75	FNMA Note 1.75% Due 7/2/2024	1,300,000.00	07/23/2019 1.89%	1,291,602.00 1,298,720.53	97.24 5.53%	1,264,070.60 5,624.31	1.28% (34,649.93)	Aaa / AA+ AA+	0.76 0.73
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	1,400,000.00	09/13/2019 1.78%	1,472,646.00 1,413,860.09	97.56 5.54%	1,365,792.40 2,012.50	1.38% (48,067.69)	Aaa / AA+ NR	0.96 0.92
3133XVDG3	FHLB Note 4.375% Due 9/13/2024	1,500,000.00	10/04/2022 4.25%	1,503,525.00 1,501,730.18	98.97 5.50%	1,484,550.00 3,281.25	1.50% (17,180.18)	Aaa / AA+ NR	0.96 0.92
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,200,000.00	03/31/2020 0.53%	1,259,004.00 1,213,523.23	96.15 5.48%	1,153,767.60 8,991.67	1.17% (59,755.63)	Aaa / AA+ AA+	1.04 1.00
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	1,350,000.00	03/04/2020 0.87%	1,391,053.50 1,361,372.16	95.05 5.30%	1,283,197.95 2,756.25	1.29% (78,174.21)	Aaa / AA+ AA+	1.37 1.32
3130AUZC1	FHLB Note 4.625% Due 3/14/2025	1,000,000.00	03/16/2023 4.36%	1,004,960.00 1,003,610.99	98.85 5.45%	988,517.00 2,184.03	1.00% (15,093.99)	Aaa / AA+ NR	1.45 1.38
3135G03U5	FNMA Note 0.625% Due 4/22/2025	1,300,000.00	08/11/2020 0.43%	1,311,492.00 1,303,815.02	93.06 5.31%	1,209,837.20 3,588.54	1.22% (93,977.82)	Aaa / AA+ AA+	1.56 1.51
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	1,400,000.00	06/18/2020 0.52%	1,398,866.00 1,399,611.43	92.46 5.15%	1,294,437.20 2,022.22	1.30% (105,174.23)	Aaa / AA+ AA+	1.72 1.66
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	1,300,000.00	08/11/2020 0.43%	1,296,334.00 1,298,660.81	91.91 5.12%	1,194,833.90 947.92	1.20% (103,826.91)	Aaa / AA+ AA+	1.81 1.76
3135G05X7	FNMA Note 0.375% Due 8/25/2025	1,000,000.00	02/16/2021 0.52%	993,538.00 997,280.40	91.47 5.14%	914,686.00 375.00	0.92% (82,594.40)	Aaa / AA+ AA+	1.90 1.85

Holdings Report

As of September 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	1,500,000.00	10/19/2020 0.47%	1,492,845.00 1,497,124.48	91.18 5.12%	1,367,641.50 125.00	1.38% (129,482.98)	Aaa / AA+ AA+	1.98 1.93
3135G06G3	FNMA Note 0.5% Due 11/7/2025	1,100,000.00	11/18/2020 0.52%	1,099,021.00 1,099,585.52	90.94 5.10%	1,000,316.90 2,200.00	1.01% (99,268.62)	Aaa / AA+ AA+	2.11 2.04
3130ATUC9	FHLB Note 4.5% Due 12/12/2025	895,000.00	05/31/2023 4.31%	899,072.25 898,535.15	98.72 5.12%	883,571.75 12,194.38	0.90% (14,963.40)	Aaa / AA+ NR	2.20 2.04
3133EPLC7	FFCB Note 4.125% Due 2/26/2026	2,000,000.00	06/07/2023 4.37%	1,987,746.00 1,989,163.72	98.11 4.97%	1,962,214.00 8,020.83	1.98% (26,949.72)	Aaa / NR AA+	2.41 2.25
3130AUU36	FHLB Note 4.125% Due 3/13/2026	1,000,000.00	03/16/2023 4.23%	997,070.00 997,601.26	98.16 4.93%	981,551.00 2,062.50	0.99% (16,050.26)	Aaa / AA+ NR	2.45 2.30
3133EPHH1	FFCB Note 4% Due 4/28/2026	2,000,000.00	05/09/2023 3.90%	2,005,460.00 2,004,734.69	97.68 4.97%	1,953,524.00 34,000.00	2.00% (51,210.69)	Aaa / AA+ AA+	2.58 2.37
3130AWLZ1	FHLB Note 4.75% Due 6/12/2026	1,000,000.00	08/24/2023 4.82%	998,180.00 998,240.73	99.49 4.95%	994,932.00 10,687.50	1.01% (3,308.73)	Aaa / AA+ NR	2.70 2.48
3130AWTR1	FHLB Note 4.375% Due 9/8/2028	1,600,000.00	09/11/2023 4.50%	1,591,334.40 1,591,424.72	98.56 4.70%	1,576,915.20 11,083.33	1.60% (14,509.52)	Aaa / AA+ NR	4.95 4.36
Total Agency		**32,070,000.00**	**2.33%**	**32,320,831.90** **32,104,933.05**	**5.25%**	**30,995,077.18** **159,677.58**	**31.32%** **(1,109,855.87)**	**Aaa / AA+** **AA+**	**1.58** **1.49**
COMMERCIAL PAPER									
62479LAR6	MUFG Bank Ltd Discount CP 5.66% Due 1/25/2024	1,000,000.00	07/24/2023 5.91%	971,071.11 971,071.11	97.11 5.91%	971,071.11 10,691.11	0.99% 0.00	P-1 / A-1 NR	0.32 0.31
Total Commercial Paper		**1,000,000.00**	**5.91%**	**971,071.11** **971,071.11**	**5.91%**	**971,071.11** **10,691.11**	**0.99%** **0.00**	**P-1 / A-1** **NR**	**0.32** **0.31**
CORPORATE									
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	750,000.00	03/06/2019 3.05%	768,165.00 750,097.49	99.96 5.05%	749,685.00 12,914.06	0.77% (412.49)	A3 / A- A	0.03 0.03
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	685,000.00	03/01/2021 0.47%	684,513.65 684,949.93	98.47 5.67%	674,529.09 633.63	0.68% (10,420.84)	A2 / A A+	0.30 0.29
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,000,000.00	05/26/2021 0.46%	1,007,730.00 1,001,086.55	97.61 6.02%	976,077.00 270.83	0.98% (25,009.55)	A2 / A- A	0.47 0.45

Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	495,000.00	05/10/2021 0.50%	494,277.30 494,852.29	96.90 5.63%	479,661.44 860.06	0.48% (15,190.85)	A1 / AA AA-	0.62 0.60
14913R2L0	Caterpillar Financial Service Note 0.45% Due 5/17/2024	750,000.00	05/10/2021 0.50%	748,995.00 749,790.01	96.87 5.57%	726,529.50 1,256.25	0.73% (23,260.51)	A2 / A A+	0.63 0.61
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	145,000.00	06/29/2021 0.64%	144,926.05 144,980.62	96.11 5.72%	139,361.39 191.32	0.14% (5,619.23)	A2 / A+ NR	0.79 0.77
69371RQ66	Paccar Financial Corp Note 1.8% Due 2/6/2025	750,000.00	06/09/2022 3.35%	720,862.50 735,145.59	95.11 5.61%	713,290.50 2,062.50	0.72% (21,855.09)	A1 / A+ NR	1.36 1.30
87612EBL9	Target Corp Callable Note Cont 4/15/25 2.25% Due 4/15/2025	700,000.00	03/14/2022 2.55%	693,847.00 696,928.96	95.29 5.48%	667,034.90 7,262.50	0.68% (29,894.06)	A2 / A A	1.54 1.47
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	750,000.00	08/12/2021 0.96%	774,285.00 760,366.86	93.85 5.97%	703,874.25 5,781.25	0.71% (56,492.61)	A2 / A- AA-	1.59 1.51
91159HHZ6	US Bancorp Callable Note Cont 4/11/2025 1.45% Due 5/12/2025	1,000,000.00	12/29/2021 1.33%	1,003,770.00 1,001,757.44	93.28 5.87%	932,811.00 5,598.61	0.94% (68,946.44)	A3 / A A	1.62 1.55
78015K7H1	Royal Bank of Canada Note 1.15% Due 6/10/2025	750,000.00	05/20/2021 0.95%	756,082.50 752,543.29	92.47 5.88%	693,551.25 2,659.38	0.70% (58,992.04)	A1 / A AA-	1.70 1.63
89114QCK2	Toronto Dominion Bank Note 0.75% Due 9/11/2025	1,000,000.00	05/26/2021 0.91%	993,120.00 996,878.32	91.01 5.69%	910,115.00 416.67	0.92% (86,763.32)	A1 / A AA-	1.95 1.88
89236TKK0	Toyota Motor Credit Corp Note 5.4% Due 11/10/2025	1,000,000.00	11/08/2022 5.36%	1,000,960.00 1,000,675.33	99.95 5.42%	999,530.00 21,150.00	1.03% (1,145.33)	A1 / A+ A+	2.12 1.93
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	750,000.00	05/05/2021 1.14%	777,262.50 760,727.77	93.86 6.27%	703,953.75 6,899.94	0.71% (56,774.02)	A1 / A- AA-	2.56 1.48
00440EAV9	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 5/3/2026	1,000,000.00	03/16/2023 4.64%	962,870.00 969,221.18	94.85 5.51%	948,506.00 13,772.22	0.97% (20,715.18)	A3 / A A	2.59 2.40
06428CAA2	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	1,000,000.00	08/24/2023 5.47%	1,001,440.00 1,001,394.92	99.51 5.71%	995,147.00 6,600.50	1.01% (6,247.92)	Aa1 / A+ AA	2.88 2.61
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	500,000.00	03/14/2022 2.73%	489,930.00 493,042.04	91.73 4.93%	458,667.00 511.11	0.46% (34,375.04)	Aa2 / AA A+	3.46 3.25

Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
09247XAN1	Blackrock Inc Note 3.2% Due 3/15/2027	750,000.00	06/03/2022 3.36%	744,562.50 746,063.90	93.54 5.27%	701,550.00 1,066.67	0.71% (44,513.90)	Aa3 / AA- NR	3.46 3.21
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	500,000.00	06/09/2022 3.59%	493,600.00 495,322.38	94.09 5.15%	470,450.50 7,700.00	0.48% (24,871.88)	A1 / AA AA-	3.54 3.22
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	750,000.00	06/29/2022 3.91%	752,805.00 752,069.97	94.59 5.68%	709,446.75 11,750.00	0.73% (42,623.22)	A2 / A+ A+	3.61 3.24
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	750,000.00	09/08/2022 3.92%	751,140.00 750,895.71	96.50 4.94%	723,714.00 1,810.42	0.73% (27,181.71)	Aa2 / AA AA	3.95 3.59
91324PDE9	United Health Group Inc Note 2.95% Due 10/15/2027	750,000.00	12/28/2022 4.66%	695,400.00 703,980.00	91.48 5.32%	686,111.25 10,202.08	0.70% (17,868.75)	A2 / A+ A	4.04 3.68
037833DK3	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	1,000,000.00	01/27/2023 4.12%	951,990.00 958,667.98	92.41 5.06%	924,105.00 11,500.00	0.94% (34,562.98)	Aaa / AA+ NR	4.12 3.75
69371RS31	Paccar Financial Corp Note 4.6% Due 1/10/2028	500,000.00	01/27/2023 4.30%	506,670.00 505,772.04	97.52 5.25%	487,599.50 5,175.00	0.50% (18,172.54)	A1 / A+ NR	4.28 3.79
713448FL7	Pepsico Inc. Callable Note Cont 1/18/2028 3.6% Due 2/18/2028	1,000,000.00	03/16/2023 4.29%	969,840.00 973,114.61	94.62 4.98%	946,212.00 4,300.00	0.96% (26,902.61)	A1 / A+ NR	4.39 3.97
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	1,000,000.00	03/16/2023 4.53%	1,015,050.00 1,013,407.72	99.25 5.07%	992,479.00 2,979.17	1.00% (20,928.72)	Aa3 / A+ NR	4.44 3.93
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	1,000,000.00	05/09/2023 4.07%	999,240.00 999,296.99	96.23 4.97%	962,262.00 15,075.00	0.98% (37,034.99)	A1 / A+ NR	4.63 4.09
24422EXB0	John Deere Capital Corp Note 4.95% Due 7/14/2028	535,000.00	07/11/2023 4.98%	534,202.85 534,237.32	98.62 5.28%	527,611.12 5,664.31	0.54% (6,626.20)	A2 / A A+	4.79 4.16
Total Corporate		**21,560,000.00**	**3.00%**	**21,437,536.85** **21,427,267.21**	**5.46%**	**20,603,865.19** **166,063.48**	**20.88%** **(823,402.02)**	**A1 / A+** **A+**	**2.61** **2.35**

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
60934N104	Federated Investors Government Obligations Fund	196,125.72	Various 5.18%	196,125.72 196,125.72	1.00 5.18%	196,125.72 0.00	0.20% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		**196,125.72**	**5.18%**	**196,125.72** **196,125.72**	**5.18%**	**196,125.72** **0.00**	**0.20%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**
SUPRANATIONAL									
4581X0DP0	Inter-American Dev Bank Note 0.25% Due 11/15/2023	1,500,000.00	05/26/2021 0.23%	1,500,628.50 1,500,031.39	99.38 5.23%	1,490,712.00 1,416.67	1.50% (9,319.39)	Aaa / AAA NR	0.13 0.12
459058KT9	Intl. Bank Recon & Development Note 3.5% Due 7/12/2028	1,500,000.00	07/24/2023 4.19%	1,454,115.00 1,455,810.69	94.74 4.74%	1,421,125.50 11,520.83	1.44% (34,685.19)	Aaa / AAA NR	4.79 4.30
Total Supranational		**3,000,000.00**	**2.18%**	**2,954,743.50** **2,955,842.08**	**4.99%**	**2,911,837.50** **12,937.50**	**2.94%** **(44,004.58)**	**Aaa / AAA** **NR**	**2.41** **2.17**
US TREASURY									
912828T91	US Treasury Note 1.625% Due 10/31/2023	950,000.00	06/29/2022 2.98%	933,263.67 948,971.13	99.70 5.13%	947,182.30 6,460.26	0.96% (1,788.83)	Aaa / AA+ AA+	0.08 0.08
912828V80	US Treasury Note 2.25% Due 1/31/2024	1,300,000.00	04/29/2019 2.33%	1,295,531.25 1,299,686.13	98.96 5.41%	1,286,441.00 4,927.99	1.30% (13,245.13)	Aaa / AA+ AA+	0.34 0.33
91282CEA5	US Treasury Note 1.5% Due 2/29/2024	1,100,000.00	06/29/2023 5.48%	1,071,640.63 1,082,449.73	98.39 5.43%	1,082,296.60 1,405.22	1.09% (153.13)	Aaa / AA+ AA+	0.42 0.41
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	1,500,000.00	06/29/2021 0.42%	1,498,125.00 1,499,637.87	97.32 5.48%	1,459,746.00 2,597.34	1.47% (39,891.87)	Aaa / AA+ AA+	0.54 0.53
91282CEX5	US Treasury Note 3% Due 6/30/2024	2,000,000.00	05/31/2023 5.17%	1,954,921.88 1,968,844.74	98.18 5.50%	1,963,594.00 15,163.04	1.99% (5,250.74)	Aaa / AA+ AA+	0.75 0.72
912828YE4	US Treasury Note 1.25% Due 8/31/2024	1,500,000.00	05/26/2021 0.37%	1,542,773.44 1,512,021.06	96.24 5.50%	1,443,633.00 1,596.84	1.45% (68,388.06)	Aaa / AA+ AA+	0.92 0.89
912828YM6	US Treasury Note 1.5% Due 10/31/2024	1,500,000.00	10/04/2022 4.14%	1,422,187.50 1,459,294.91	95.91 5.44%	1,438,594.50 9,415.76	1.46% (20,700.41)	Aaa / AA+ AA+	1.09 1.04

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828YV6	US Treasury Note 1.5% Due 11/30/2024	1,500,000.00	08/26/2021 0.51%	1,547,988.28 1,517,164.57	95.68 5.37%	1,435,137.00 7,561.48	1.45% (82,027.57)	Aaa / AA+ AA+	1.17 1.12
91282CDN8	US Treasury Note 1% Due 12/15/2024	1,500,000.00	12/15/2021 0.97%	1,501,113.28 1,500,448.36	94.96 5.37%	1,424,355.00 4,426.23	1.44% (76,093.36)	Aaa / AA+ AA+	1.21 1.17
912828Z52	US Treasury Note 1.375% Due 1/31/2025	1,300,000.00	08/12/2021 0.55%	1,336,714.84 1,314,141.15	94.95 5.34%	1,234,390.30 3,011.55	1.24% (79,750.85)	Aaa / AA+ AA+	1.34 1.29
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	1,250,000.00	03/29/2021 0.61%	1,244,531.25 1,247,952.49	93.18 5.29%	1,164,795.00 17.08	1.17% (83,157.49)	Aaa / AA+ AA+	1.50 1.46
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	1,500,000.00	05/26/2021 0.57%	1,481,250.00 1,492,218.43	92.21 5.19%	1,383,163.50 1,260.25	1.39% (109,054.93)	Aaa / AA+ AA+	1.67 1.62
91282CFE6	US Treasury Note 3.125% Due 8/15/2025	2,000,000.00	05/31/2023 4.36%	1,948,281.25 1,956,109.65	96.47 5.12%	1,929,454.00 7,982.34	1.95% (26,655.65)	Aaa / AA+ AA+	1.88 1.78
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	1,000,000.00	02/16/2021 0.50%	988,398.44 994,855.02	90.68 5.02%	906,758.00 1,046.20	0.91% (88,097.02)	Aaa / AA+ AA+	2.09 2.03
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	1,250,000.00	01/11/2021 0.49%	1,243,017.58 1,246,835.97	90.40 4.93%	1,130,028.75 1,184.61	1.14% (116,807.22)	Aaa / AA+ AA+	2.25 2.19
91282CBH3	US Treasury Note 0.375% Due 1/31/2026	1,250,000.00	03/29/2021 0.85%	1,221,923.83 1,236,446.53	90.02 4.96%	1,125,243.75 789.74	1.13% (111,202.78)	Aaa / AA+ AA+	2.34 2.27
91282CGL9	US Treasury Note 4% Due 2/15/2026	1,500,000.00	05/31/2023 4.17%	1,493,437.50 1,494,246.21	97.89 4.95%	1,468,300.50 7,663.04	1.48% (25,945.71)	Aaa / AA+ AA+	2.38 2.22
91282CBT7	US Treasury Note 0.75% Due 3/31/2026	1,500,000.00	09/28/2021 0.93%	1,487,871.09 1,493,267.46	90.43 4.86%	1,356,445.50 30.74	1.36% (136,821.96)	Aaa / AA+ AA+	2.50 2.42
9128286S4	US Treasury Note 2.375% Due 4/30/2026	1,300,000.00	08/29/2022 3.36%	1,255,972.66 1,269,003.17	93.96 4.89%	1,221,491.70 12,920.52	1.24% (47,511.47)	Aaa / AA+ AA+	2.58 2.43
91282CCF6	US Treasury Note 0.75% Due 5/31/2026	1,500,000.00	06/03/2022 2.96%	1,376,484.38 1,417,401.58	89.81 4.87%	1,347,129.00 3,780.74	1.36% (70,272.58)	Aaa / AA+ AA+	2.67 2.57
91282CCP4	US Treasury Note 0.625% Due 7/31/2026	1,500,000.00	06/03/2022 2.95%	1,364,414.06 1,407,522.52	89.00 4.82%	1,335,058.50 1,579.48	1.34% (72,464.02)	Aaa / AA+ AA+	2.84 2.74
9128282A7	US Treasury Note 1.5% Due 8/15/2026	1,600,000.00	10/04/2022 4.02%	1,457,250.00 1,493,798.05	91.15 4.83%	1,458,436.80 3,065.22	1.47% (35,361.25)	Aaa / AA+ AA+	2.88 2.75
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	1,000,000.00	05/26/2022 2.74%	924,257.81 947,607.27	89.23 4.77%	892,344.00 23.91	0.90% (55,263.27)	Aaa / AA+ AA+	3.00 2.90

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US TREASURY									
91282CDK4	US Treasury Note 1.25% Due 11/30/2026	1,000,000.00	05/26/2022 2.74%	937,500.00 956,052.31	89.73 4.78%	897,266.00 4,200.82	0.91% (58,786.31)	Aaa / AA+ AA+	3.17 3.02
91282CDQ1	US Treasury Note 1.25% Due 12/31/2026	1,500,000.00	06/03/2022 2.96%	1,391,015.63 1,422,489.85	89.58 4.75%	1,343,671.50 4,738.45	1.36% (78,818.35)	Aaa / AA+ AA+	3.25 3.11
912828Z78	US Treasury Note 1.5% Due 1/31/2027	1,500,000.00	06/09/2022 3.09%	1,397,578.13 1,426,444.67	90.04 4.77%	1,350,586.50 3,790.76	1.36% (75,858.17)	Aaa / AA+ AA+	3.34 3.18
912828V98	US Treasury Note 2.25% Due 2/15/2027	1,700,000.00	10/04/2022 3.95%	1,585,050.78 1,611,083.82	92.28 4.75%	1,568,714.10 4,885.19	1.58% (42,369.72)	Aaa / AA+ AA+	3.38 3.18
91282CEN7	US Treasury Note 2.75% Due 4/30/2027	1,500,000.00	06/09/2022 3.07%	1,478,085.94 1,483,954.24	93.51 4.74%	1,402,675.50 17,262.23	1.43% (81,278.74)	Aaa / AA+ AA+	3.58 3.31
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	1,500,000.00	09/27/2022 4.20%	1,428,808.59 1,443,379.47	94.38 4.71%	1,415,683.50 3,992.10	1.43% (27,695.97)	Aaa / AA+ AA+	3.92 3.62
9128283F5	US Treasury Note 2.25% Due 11/15/2027	1,150,000.00	12/28/2022 4.02%	1,060,560.55 1,074,413.12	90.95 4.69%	1,045,870.95 9,773.44	1.06% (28,542.17)	Aaa / AA+ AA+	4.13 3.83
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	2,000,000.00	02/23/2023 4.15%	1,942,421.88 1,949,306.92	95.43 4.67%	1,908,672.00 11,793.48	1.93% (40,634.92)	Aaa / AA+ AA+	4.34 3.94
91282CGT2	US Treasury Note 3.625% Due 3/31/2028	2,000,000.00	05/31/2023 3.84%	1,981,171.88 1,982,473.31	95.87 4.65%	1,917,344.00 198.09	1.93% (65,129.31)	Aaa / AA+ AA+	4.50 4.09
Total US Treasury		**46,150,000.00**	**2.69%**	**44,793,543.00** **45,149,521.71**	**5.03%**	**43,284,502.75** **158,544.14**	**43.67%** **(1,865,018.96)**	**Aaa / AA+** **AA+**	**2.29** **2.16**
TOTAL PORTFOLIO		**103,976,125.72**	**2.67%**	**102,673,852.08** **102,804,760.88**	**5.20%**	**98,962,479.45** **507,913.81**	**100.00%** **(3,842,281.43)**	**Aa1 / AA** **AA**	**2.11** **1.97**
TOTAL MARKET VALUE PLUS ACCRUED						**99,470,393.26**			

Transaction Ledger

As of September 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/01/2023	60934N104	3,947.52	Federated Investors Government Obligations Fund	1.000	5.18%	3,947.52	0.00	3,947.52	0.00
Purchase	09/08/2023	60934N104	20,875.00	Federated Investors Government Obligations Fund	1.000	5.18%	20,875.00	0.00	20,875.00	0.00
Purchase	09/08/2023	60934N104	1,500,000.00	Federated Investors Government Obligations Fund	1.000	5.18%	1,500,000.00	0.00	1,500,000.00	0.00
Purchase	09/09/2023	60934N104	39,187.50	Federated Investors Government Obligations Fund	1.000	5.18%	39,187.50	0.00	39,187.50	0.00
Purchase	09/11/2023	60934N104	3,750.00	Federated Investors Government Obligations Fund	1.000	5.18%	3,750.00	0.00	3,750.00	0.00
Purchase	09/12/2023	3130AWTR1	1,600,000.00	FHLB Note 4.375% Due 9/8/2028	99.458	4.50%	1,591,334.40	7,388.89	1,598,723.29	0.00
Purchase	09/13/2023	60934N104	77,572.92	Federated Investors Government Obligations Fund	1.000	5.18%	77,572.92	0.00	77,572.92	0.00
Purchase	09/14/2023	60934N104	26,593.75	Federated Investors Government Obligations Fund	1.000	5.18%	26,593.75	0.00	26,593.75	0.00
Purchase	09/15/2023	60934N104	17,750.00	Federated Investors Government Obligations Fund	1.000	5.18%	17,750.00	0.00	17,750.00	0.00
Purchase	09/18/2023	60934N104	3,750.00	Federated Investors Government Obligations Fund	1.000	5.18%	3,750.00	0.00	3,750.00	0.00
Purchase	09/23/2023	60934N104	2,812.50	Federated Investors Government Obligations Fund	1.000	5.18%	2,812.50	0.00	2,812.50	0.00
Purchase	09/30/2023	60934N104	49,375.00	Federated Investors Government Obligations Fund	1.000	5.18%	49,375.00	0.00	49,375.00	0.00
Subtotal			**3,345,614.19**				**3,336,948.59**	**7,388.89**	**3,344,337.48**	**0.00**
TOTAL ACQUISITIONS			**3,345,614.19**				**3,336,948.59**	**7,388.89**	**3,344,337.48**	**0.00**
DISPOSITIONS										
Sale	09/12/2023	60934N104	1,598,723.29	Federated Investors Government Obligations Fund	1.000	5.18%	1,598,723.29	0.00	1,598,723.29	0.00
Subtotal			**1,598,723.29**				**1,598,723.29**	**0.00**	**1,598,723.29**	**0.00**

Transaction Ledger

As of September 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	09/08/2023	3137EAEW5	1,500,000.00	FHLMC Note 0.25% Due 9/8/2023	100.000		1,500,000.00	0.00	1,500,000.00	0.00
Subtotal			**1,500,000.00**				**1,500,000.00**	**0.00**	**1,500,000.00**	**0.00**
Security Withdrawal	09/07/2023	60934N104	7,640.63	Federated Investors Government Obligations Fund	1.000		7,640.63	0.00	7,640.63	0.00
Subtotal			**7,640.63**				**7,640.63**	**0.00**	**7,640.63**	**0.00**
TOTAL DISPOSITIONS			**3,106,363.92**				**3,106,363.92**	**0.00**	**3,106,363.92**	**0.00**
OTHER TRANSACTIONS										
Interest	09/08/2023	3130AB3H7	1,600,000.00	FHLB Note 2.375% Due 3/8/2024	0.000		19,000.00	0.00	19,000.00	0.00
Interest	09/08/2023	3137EAEW5	1,500,000.00	FHLMC Note 0.25% Due 9/8/2023	0.000		1,875.00	0.00	1,875.00	0.00
Interest	09/09/2023	57636QAW4	1,000,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.000		24,375.00	0.00	24,375.00	0.00
Interest	09/09/2023	931142EX7	750,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.000		14,812.50	0.00	14,812.50	0.00
Interest	09/11/2023	89114QCK2	1,000,000.00	Toronto Dominion Bank Note 0.75% Due 9/11/2025	0.000		3,750.00	0.00	3,750.00	0.00
Interest	09/13/2023	3130A2UW4	1,400,000.00	FHLB Note 2.875% Due 9/13/2024	0.000		20,125.00	0.00	20,125.00	0.00
Interest	09/13/2023	3130AUU36	1,000,000.00	FHLB Note 4.125% Due 3/13/2026	0.000		24,635.42	0.00	24,635.42	0.00
Interest	09/13/2023	3133XVDG3	1,500,000.00	FHLB Note 4.375% Due 9/13/2024	0.000		32,812.50	0.00	32,812.50	0.00
Interest	09/14/2023	3130AUZC1	1,000,000.00	FHLB Note 4.625% Due 3/14/2025	0.000		26,593.75	0.00	26,593.75	0.00

Transaction Ledger

As of September 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	09/15/2023	084664CZ2	500,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.000		5,750.00	0.00	5,750.00	0.00
Interest	09/15/2023	09247XAN1	750,000.00	Blackrock Inc Note 3.2% Due 3/15/2027	0.000		12,000.00	0.00	12,000.00	0.00
Interest	09/18/2023	808513BN4	1,000,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.000		3,750.00	0.00	3,750.00	0.00
Interest	09/23/2023	3137EAEX3	1,500,000.00	FHLMC Note 0.375% Due 9/23/2025	0.000		2,812.50	0.00	2,812.50	0.00
Interest	09/30/2023	912828ZF0	1,250,000.00	US Treasury Note 0.5% Due 3/31/2025	0.000		3,125.00	0.00	3,125.00	0.00
Interest	09/30/2023	91282CBT7	1,500,000.00	US Treasury Note 0.75% Due 3/31/2026	0.000		5,625.00	0.00	5,625.00	0.00
Interest	09/30/2023	91282CCZ2	1,000,000.00	US Treasury Note 0.875% Due 9/30/2026	0.000		4,375.00	0.00	4,375.00	0.00
Interest	09/30/2023	91282CGT2	2,000,000.00	US Treasury Note 3.625% Due 3/31/2028	0.000		36,250.00	0.00	36,250.00	0.00
Subtotal			**20,250,000.00**				**241,666.67**	**0.00**	**241,666.67**	**0.00**
Dividend	09/01/2023	60934N104	0.00	Federated Investors Government Obligations Fund	0.000		3,947.52	0.00	3,947.52	0.00
Subtotal			**0.00**				**3,947.52**	**0.00**	**3,947.52**	**0.00**
TOTAL OTHER TRANSACTIONS			**20,250,000.00**				**245,614.19**	**0.00**	**245,614.19**	**0.00**

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
00440EAV9	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 05/03/2026	03/16/2023 03/20/2023 1,000,000.00	968,244.08 0.00 0.00 969,221.18	10,980.56 0.00 13,772.22 2,791.66	977.10 0.00 977.10 3,768.76	3,768.76
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 495,000.00	494,832.51 0.00 0.00 494,852.29	674.44 0.00 860.06 185.62	19.78 0.00 19.78 205.40	205.40
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 04/13/2027	06/09/2022 06/13/2022 500,000.00	495,213.60 0.00 0.00 495,322.38	6,325.00 0.00 7,700.00 1,375.00	108.78 0.00 108.78 1,483.78	1,483.78
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	03/06/2019 03/08/2019 750,000.00	750,422.44 0.00 0.00 750,097.49	10,648.44 0.00 12,914.06 2,265.62	0.00 324.95 (324.95) 1,940.67	1,940.67
037833DK3	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	01/27/2023 01/31/2023 1,000,000.00	957,843.54 0.00 0.00 958,667.98	9,000.00 0.00 11,500.00 2,500.00	824.44 0.00 824.44 3,324.44	3,324.44
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	08/12/2021 08/16/2021 750,000.00	760,904.93 0.00 0.00 760,366.86	4,625.00 0.00 5,781.25 1,156.25	0.00 538.07 (538.07) 618.18	618.18
06428CAA2	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 08/18/2026	08/24/2023 08/28/2023 1,000,000.00	1,001,434.70 0.00 0.00 1,001,394.92	1,995.50 0.00 6,600.50 4,605.00	0.00 39.78 (39.78) 4,565.22	4,565.22
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 03/15/2027	03/14/2022 03/16/2022 500,000.00	492,876.51 0.00 0.00 493,042.04	5,302.78 5,750.00 511.11 958.33	165.53 0.00 165.53 1,123.86	1,123.86
09247XAN1	Blackrock Inc Note 3.2% Due 03/15/2027	06/03/2022 06/07/2022 750,000.00	745,970.26 0.00 0.00 746,063.90	11,066.67 12,000.00 1,066.67 2,000.00	93.64 0.00 93.64 2,093.64	2,093.64

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	05/10/2021 05/17/2021 750,000.00	749,762.50 0.00 0.00 749,790.01	975.00 0.00 1,256.25 281.25	27.51 0.00 27.51 308.76	308.76
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 685,000.00	684,936.02 0.00 0.00 684,949.93	376.75 0.00 633.63 256.88	13.91 0.00 13.91 270.79	270.79
24422EXB0	John Deere Capital Corp Note 4.95% Due 07/14/2028	07/11/2023 07/14/2023 535,000.00	534,224.23 0.00 0.00 534,237.32	3,457.44 0.00 5,664.31 2,206.87	13.09 0.00 13.09 2,219.96	2,219.96
3130A0F70	FHLB Note 3.375% Due 12/08/2023	12/14/2018 12/17/2018 1,600,000.00	1,601,852.78 0.00 0.00 1,601,285.60	12,450.00 0.00 16,950.00 4,500.00	0.00 567.18 (567.18) 3,932.82	3,932.82
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	06/12/2019 06/14/2019 1,500,000.00	1,509,755.17 0.00 0.00 1,508,735.47	9,223.96 0.00 12,817.71 3,593.75	0.00 1,019.70 (1,019.70) 2,574.05	2,574.05
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 1,400,000.00	1,415,054.93 0.00 0.00 1,413,860.09	18,783.33 20,125.00 2,012.50 3,354.17	0.00 1,194.84 (1,194.84) 2,159.33	2,159.33
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/16/2019 04/17/2019 1,600,000.00	1,599,274.04 0.00 0.00 1,599,389.27	18,261.11 19,000.00 2,427.78 3,166.67	115.23 0.00 115.23 3,281.90	3,281.90
3130ATUC9	FHLB Note 4.5% Due 12/12/2025	05/31/2023 06/01/2023 895,000.00	898,667.23 0.00 0.00 898,535.15	8,838.13 0.00 12,194.38 3,356.25	0.00 132.08 (132.08) 3,224.17	3,224.17
3130AUU36	FHLB Note 4.125% Due 03/13/2026	03/16/2023 03/17/2023 1,000,000.00	997,520.77 0.00 0.00 997,601.26	23,260.42 24,635.42 2,062.50 3,437.50	80.49 0.00 80.49 3,517.99	3,517.99

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130AUZC1	FHLB Note 4.625% Due 03/14/2025	03/16/2023 03/17/2023 1,000,000.00	1,003,815.38 0.00 0.00 1,003,610.99	24,923.61 26,593.75 2,184.03 3,854.17	0.00 204.39 (204.39) 3,649.78	3,649.78
3130AWLZ1	FHLB Note 4.75% Due 06/12/2026	08/24/2023 08/28/2023 1,000,000.00	998,187.14 0.00 0.00 998,240.73	6,729.17 0.00 10,687.50 3,958.33	53.59 0.00 53.59 4,011.92	4,011.92
3130AWTR1	FHLB Note 4.375% Due 09/08/2028	09/11/2023 09/12/2023 1,600,000.00	0.00 1,591,334.40 0.00 1,591,424.72	0.00 (7,388.89) 11,083.33 3,694.44	90.32 0.00 90.32 3,784.76	3,784.76
3133EKNX0	FFCB Note 2.16% Due 06/03/2024	07/08/2019 07/09/2019 1,500,000.00	1,502,415.58 0.00 0.00 1,502,153.02	7,920.00 0.00 10,620.00 2,700.00	0.00 262.56 (262.56) 2,437.44	2,437.44
3133EPHH1	FFCB Note 4% Due 04/28/2026	05/09/2023 05/10/2023 2,000,000.00	2,004,885.79 0.00 0.00 2,004,734.69	27,333.33 0.00 34,000.00 6,666.67	0.00 151.10 (151.10) 6,515.57	6,515.57
3133EPLC7	FFCB Note 4.125% Due 02/26/2026	06/07/2023 06/08/2023 2,000,000.00	1,988,793.88 0.00 0.00 1,989,163.72	1,145.83 0.00 8,020.83 6,875.00	369.84 0.00 369.84 7,244.84	7,244.84
3133XVDG3	FHLB Note 4.375% Due 09/13/2024	10/04/2022 10/05/2022 1,500,000.00	1,501,879.34 0.00 0.00 1,501,730.18	30,625.00 32,812.50 3,281.25 5,468.75	0.00 149.16 (149.16) 5,319.59	5,319.59
3135G03U5	FNMA Note 0.625% Due 04/22/2025	08/11/2020 08/12/2020 1,300,000.00	1,304,016.17 0.00 0.00 1,303,815.02	2,911.46 0.00 3,588.54 677.08	0.00 201.15 (201.15) 475.93	475.93
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	06/18/2020 06/19/2020 1,400,000.00	1,399,592.78 0.00 0.00 1,399,611.43	1,438.89 0.00 2,022.22 583.33	18.65 0.00 18.65 601.98	601.98

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G05X7	FNMA Note 0.375% Due 08/25/2025	02/16/2021 02/18/2021 1,000,000.00	997,162.83 0.00 0.00 997,280.40	62.50 0.00 375.00 312.50	117.57 0.00 117.57 430.07	430.07
3135G06G3	FNMA Note 0.5% Due 11/07/2025	11/18/2020 11/19/2020 1,100,000.00	1,099,569.33 0.00 0.00 1,099,585.52	1,741.67 0.00 2,200.00 458.33	16.19 0.00 16.19 474.52	474.52
3135G0V34	FNMA Note 2.5% Due 02/05/2024	03/06/2019 03/08/2019 925,000.00	924,720.88 0.00 0.00 924,774.21	1,670.14 0.00 3,597.22 1,927.08	53.33 0.00 53.33 1,980.41	1,980.41
3135G0V75	FNMA Note 1.75% Due 07/02/2024	07/23/2019 07/24/2019 1,300,000.00	1,298,580.95 0.00 0.00 1,298,720.53	3,728.47 0.00 5,624.31 1,895.84	139.58 0.00 139.58 2,035.42	2,035.42
3135G0W66	FNMA Note 1.625% Due 10/15/2024	03/31/2020 04/01/2020 1,200,000.00	1,214,590.86 0.00 0.00 1,213,523.23	7,366.67 0.00 8,991.67 1,625.00	0.00 1,067.63 (1,067.63) 557.37	557.37
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	03/04/2020 03/05/2020 1,350,000.00	1,362,054.49 0.00 0.00 1,361,372.16	1,068.75 0.00 2,756.25 1,687.50	0.00 682.33 (682.33) 1,005.17	1,005.17
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	08/11/2020 08/12/2020 1,300,000.00	1,298,599.85 0.00 0.00 1,298,660.81	541.67 0.00 947.92 406.25	60.96 0.00 60.96 467.21	467.21
3137EAEW5	FHLMC Note Due 09/08/2023	05/26/2021 05/27/2021 0.00	1,500,015.61 0.00 1,500,000.00 0.00	1,802.08 1,875.00 0.00 72.92	0.00 15.61 (15.61) 57.31	57.31
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	10/19/2020 10/20/2020 1,500,000.00	1,497,005.16 0.00 0.00 1,497,124.48	2,468.75 2,812.50 125.00 468.75	119.32 0.00 119.32 588.07	588.07

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	12/10/2020 12/14/2020 1,100,000.00	1,100,000.69 0.00 0.00 1,100,000.37	878.47 0.00 1,107.64 229.17	0.00 0.32 (0.32) 228.85	228.85
4581X0DP0	Inter-American Dev Bank Note 0.25% Due 11/15/2023	05/26/2021 05/28/2021 1,500,000.00	1,500,052.32 0.00 0.00 1,500,031.39	1,104.17 0.00 1,416.67 312.50	0.00 20.93 (20.93) 291.57	291.57
459058KT9	Intl. Bank Recon & Development Note 3.5% Due 07/12/2028	07/24/2023 07/26/2023 1,500,000.00	1,455,051.43 0.00 0.00 1,455,810.69	7,145.83 0.00 11,520.83 4,375.00	759.26 0.00 759.26 5,134.26	5,134.26
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/05/2021 05/07/2021 750,000.00	761,293.39 0.00 0.00 760,727.77	5,598.06 0.00 6,899.94 1,301.88	0.00 565.62 (565.62) 736.26	736.26
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 03/09/2028	03/16/2023 03/20/2023 1,000,000.00	1,013,660.38 0.00 0.00 1,013,407.72	23,291.67 24,375.00 2,979.17 4,062.50	0.00 252.66 (252.66) 3,809.84	3,809.84
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 05/17/2028	05/09/2023 05/17/2023 1,000,000.00	999,284.51 0.00 0.00 999,296.99	11,700.00 0.00 15,075.00 3,375.00	12.48 0.00 12.48 3,387.48	3,387.48
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	06/29/2022 07/01/2022 750,000.00	752,118.23 0.00 0.00 752,069.97	9,250.00 0.00 11,750.00 2,500.00	0.00 48.26 (48.26) 2,451.74	2,451.74
69371RQ66	Paccar Financial Corp Note 1.8% Due 02/06/2025	06/09/2022 06/13/2022 750,000.00	734,243.50 0.00 0.00 735,145.59	937.50 0.00 2,062.50 1,125.00	902.09 0.00 902.09 2,027.09	2,027.09
69371RS31	Paccar Financial Corp Note 4.6% Due 01/10/2028	01/27/2023 01/31/2023 500,000.00	505,882.90 0.00 0.00 505,772.04	3,258.33 0.00 5,175.00 1,916.67	0.00 110.86 (110.86) 1,805.81	1,805.81

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
713448FL7	Pepsico Inc. Callable Note Cont 1/18/2028 3.6% Due 02/18/2028	03/16/2023 03/20/2023 1,000,000.00	972,610.82 0.00 0.00 973,114.61	1,300.00 0.00 4,300.00 3,000.00	503.79 0.00 503.79 3,503.79	3,503.79
78015K7H1	Royal Bank of Canada Note 1.15% Due 06/10/2025	05/20/2021 05/24/2021 750,000.00	752,666.75 0.00 0.00 752,543.29	1,940.63 0.00 2,659.38 718.75	0.00 123.46 (123.46) 595.29	595.29
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 145,000.00	144,978.60 0.00 0.00 144,980.62	115.80 0.00 191.32 75.52	2.02 0.00 2.02 77.54	77.54
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	05/26/2021 05/28/2021 1,000,000.00	1,001,319.38 0.00 0.00 1,001,086.55	3,395.83 3,750.00 270.83 625.00	0.00 232.83 (232.83) 392.17	392.17
87612EBL9	Target Corp Callable Note Cont 4/15/25 2.25% Due 04/15/2025	03/14/2022 03/16/2022 700,000.00	696,765.03 0.00 0.00 696,928.96	5,950.00 0.00 7,262.50 1,312.50	163.93 0.00 163.93 1,476.43	1,476.43
89114QCK2	Toronto Dominion Bank Note 0.75% Due 09/11/2025	05/26/2021 05/28/2021 1,000,000.00	996,746.60 0.00 0.00 996,878.32	3,541.67 3,750.00 416.67 625.00	131.72 0.00 131.72 756.72	756.72
89236TKK0	Toyota Motor Credit Corp Note 5.4% Due 11/10/2025	11/08/2022 11/10/2022 1,000,000.00	1,000,701.61 0.00 0.00 1,000,675.33	16,650.00 0.00 21,150.00 4,500.00	0.00 26.28 (26.28) 4,473.72	4,473.72
91159HHZ6	US Bancorp Callable Note Cont 4/11/2025 1.45% Due 05/12/2025	12/29/2021 12/31/2021 1,000,000.00	1,001,851.93 0.00 0.00 1,001,757.44	4,390.28 0.00 5,598.61 1,208.33	0.00 94.49 (94.49) 1,113.84	1,113.84
9128282A7	US Treasury Note 1.5% Due 08/15/2026	10/04/2022 10/05/2022 1,600,000.00	1,490,760.82 0.00 0.00 1,493,798.05	1,108.70 0.00 3,065.22 1,956.52	3,037.23 0.00 3,037.23 4,993.75	4,993.75

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
9128283F5	US Treasury Note 2.25% Due 11/15/2027	12/28/2022 12/29/2022 1,150,000.00	1,072,907.41 0.00 0.00 1,074,413.12	7,664.06 0.00 9,773.44 2,109.38	1,505.71 0.00 1,505.71 3,615.09	3,615.09
9128286S4	US Treasury Note 2.375% Due 04/30/2026	08/29/2022 08/31/2022 1,300,000.00	1,268,016.01 0.00 0.00 1,269,003.17	10,403.53 0.00 12,920.52 2,516.99	987.16 0.00 987.16 3,504.15	3,504.15
912828T91	US Treasury Note 1.625% Due 10/31/2023	06/29/2022 06/30/2022 950,000.00	947,942.25 0.00 0.00 948,971.13	5,201.77 0.00 6,460.26 1,258.49	1,028.88 0.00 1,028.88 2,287.37	2,287.37
912828V80	US Treasury Note 2.25% Due 01/31/2024	04/29/2019 04/30/2019 1,300,000.00	1,299,608.95 0.00 0.00 1,299,686.13	2,543.48 0.00 4,927.99 2,384.51	77.18 0.00 77.18 2,461.69	2,461.69
912828V98	US Treasury Note 2.25% Due 02/15/2027	10/04/2022 10/05/2022 1,700,000.00	1,608,920.41 0.00 0.00 1,611,083.82	1,766.98 0.00 4,885.19 3,118.21	2,163.41 0.00 2,163.41 5,281.62	5,281.62
912828YE4	US Treasury Note 1.25% Due 08/31/2024	05/26/2021 05/27/2021 1,500,000.00	1,513,097.57 0.00 0.00 1,512,021.06	51.51 0.00 1,596.84 1,545.33	0.00 1,076.51 (1,076.51) 468.82	468.82
912828YM6	US Treasury Note 1.5% Due 10/31/2024	10/04/2022 10/05/2022 1,500,000.00	1,456,211.20 0.00 0.00 1,459,294.91	7,581.52 0.00 9,415.76 1,834.24	3,083.71 0.00 3,083.71 4,917.95	4,917.95
912828YV6	US Treasury Note 1.5% Due 11/30/2024	08/26/2021 08/27/2021 1,500,000.00	1,518,373.35 0.00 0.00 1,517,164.57	5,717.21 0.00 7,561.48 1,844.27	0.00 1,208.78 (1,208.78) 635.49	635.49
912828Z52	US Treasury Note 1.375% Due 01/31/2025	08/12/2021 08/13/2021 1,300,000.00	1,315,010.49 0.00 0.00 1,314,141.15	1,554.35 0.00 3,011.55 1,457.20	0.00 869.34 (869.34) 587.86	587.86

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828Z78	US Treasury Note 1.5% Due 01/31/2027	06/09/2022 06/10/2022 1,500,000.00	1,424,632.96 0.00 0.00 1,426,444.67	1,956.52 0.00 3,790.76 1,834.24	1,811.71 0.00 1,811.71 3,645.95	3,645.95
912828ZF0	US Treasury Note 0.5% Due 03/31/2025	03/29/2021 03/31/2021 1,250,000.00	1,247,840.20 0.00 0.00 1,247,952.49	2,629.78 3,125.00 17.08 512.30	112.29 0.00 112.29 624.59	624.59
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	05/26/2021 05/27/2021 1,500,000.00	1,491,834.47 0.00 0.00 1,492,218.43	952.87 0.00 1,260.25 307.38	383.96 0.00 383.96 691.34	691.34
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/16/2021 02/18/2021 1,000,000.00	994,652.19 0.00 0.00 994,855.02	842.39 0.00 1,046.20 203.81	202.83 0.00 202.83 406.64	406.64
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	01/11/2021 01/12/2021 1,250,000.00	1,246,720.50 0.00 0.00 1,246,835.97	802.48 0.00 1,184.61 382.13	115.47 0.00 115.47 497.60	497.60
91282CBH3	US Treasury Note 0.375% Due 01/31/2026	03/29/2021 03/31/2021 1,250,000.00	1,235,969.86 0.00 0.00 1,236,446.53	407.61 0.00 789.74 382.13	476.67 0.00 476.67 858.80	858.80
91282CBT7	US Treasury Note 0.75% Due 03/31/2026	09/28/2021 09/30/2021 1,500,000.00	1,493,045.99 0.00 0.00 1,493,267.46	4,733.61 5,625.00 30.74 922.13	221.47 0.00 221.47 1,143.60	1,143.60
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	06/29/2021 06/30/2021 1,500,000.00	1,499,582.72 0.00 0.00 1,499,637.87	2,136.27 0.00 2,597.34 461.07	55.15 0.00 55.15 516.22	516.22
91282CCF6	US Treasury Note 0.75% Due 05/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,414,854.87 0.00 0.00 1,417,401.58	2,858.61 0.00 3,780.74 922.13	2,546.71 0.00 2,546.71 3,468.84	3,468.84

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CCP4	US Treasury Note 0.625% Due 07/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,404,839.42 0.00 0.00 1,407,522.52	815.22 0.00 1,579.48 764.26	2,683.10 0.00 2,683.10 3,447.36	3,447.36
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	05/26/2022 05/31/2022 1,000,000.00	946,171.85 0.00 0.00 947,607.27	3,681.69 4,375.00 23.91 717.22	1,435.42 0.00 1,435.42 2,152.64	2,152.64
91282CDK4	US Treasury Note 1.25% Due 11/30/2026	05/26/2022 05/31/2022 1,000,000.00	954,911.80 0.00 0.00 956,052.31	3,176.23 0.00 4,200.82 1,024.59	1,140.51 0.00 1,140.51 2,165.10	2,165.10
91282CDN8	US Treasury Note 1% Due 12/15/2024	12/15/2021 12/16/2021 1,500,000.00	1,500,478.86 0.00 0.00 1,500,448.36	3,196.72 0.00 4,426.23 1,229.51	0.00 30.50 (30.50) 1,199.01	1,199.01
91282CDQ1	US Treasury Note 1.25% Due 12/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,420,530.87 0.00 0.00 1,422,489.85	3,209.92 0.00 4,738.45 1,528.53	1,958.98 0.00 1,958.98 3,487.51	3,487.51
91282CEA5	US Treasury Note 1.5% Due 02/29/2024	06/29/2023 06/30/2023 1,100,000.00	1,078,962.93 0.00 0.00 1,082,449.73	45.33 0.00 1,405.22 1,359.89	3,486.80 0.00 3,486.80 4,846.69	4,846.69
91282CEN7	US Treasury Note 2.75% Due 04/30/2027	06/09/2022 06/10/2022 1,500,000.00	1,483,585.94 0.00 0.00 1,483,954.24	13,899.46 0.00 17,262.23 3,362.77	368.30 0.00 368.30 3,731.07	3,731.07
91282CEX5	US Treasury Note 3% Due 06/30/2024	05/31/2023 06/01/2023 2,000,000.00	1,965,421.09 0.00 0.00 1,968,844.74	10,271.74 0.00 15,163.04 4,891.30	3,423.65 0.00 3,423.65 8,314.95	8,314.95
91282CFE6	US Treasury Note 3.125% Due 08/15/2025	05/31/2023 06/01/2023 2,000,000.00	1,954,184.63 0.00 0.00 1,956,109.65	2,887.23 0.00 7,982.34 5,095.11	1,925.02 0.00 1,925.02 7,020.13	7,020.13

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	09/27/2022 09/28/2022 1,500,000.00	1,442,191.62 0.00 0.00 1,443,379.47	128.78 0.00 3,992.10 3,863.32	1,187.85 0.00 1,187.85 5,051.17	5,051.17
91282CGH8	US Treasury Note 3.5% Due 01/31/2028	02/23/2023 02/28/2023 2,000,000.00	1,948,346.21 0.00 0.00 1,949,306.92	6,086.96 0.00 11,793.48 5,706.52	960.71 0.00 960.71 6,667.23	6,667.23
91282CGL9	US Treasury Note 4% Due 02/15/2026	05/31/2023 06/01/2023 1,500,000.00	1,494,047.35 0.00 0.00 1,494,246.21	2,771.74 0.00 7,663.04 4,891.30	198.86 0.00 198.86 5,090.16	5,090.16
91282CGT2	US Treasury Note 3.625% Due 03/31/2028	05/31/2023 06/01/2023 2,000,000.00	1,982,153.29 0.00 0.00 1,982,473.31	30,505.46 36,250.00 198.09 5,942.63	320.02 0.00 320.02 6,262.65	6,262.65
91324PDE9	United Health Group Inc Note 2.95% Due 10/15/2027	12/28/2022 12/30/2022 750,000.00	703,044.00 0.00 0.00 703,980.00	8,358.33 0.00 10,202.08 1,843.75	936.00 0.00 936.00 2,779.75	2,779.75
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 09/09/2027	09/08/2022 09/12/2022 750,000.00	750,914.80 0.00 0.00 750,895.71	14,154.17 14,812.50 1,810.42 2,468.75	0.00 19.09 (19.09) 2,449.66	2,449.66
Total Fixed Income		**102,780,000.00**	**101,513,671.21** **1,591,334.40** **1,500,000.00** **101,637,564.05**	**544,272.99** **234,277.78** **497,222.70** **187,227.49**	**43,788.90** **11,230.46** **32,558.44** **219,785.93**	**219,785.93**
CASH & EQUIVALENT						
60934N104	Federated Investors Government Obligations Fund	07/14/2023 07/14/2023 196,125.72	56,875.45 1,745,614.19 1,606,363.92 196,125.72	0.00 3,947.52 0.00 3,947.52	0.00 0.00 0.00 3,947.52	3,947.52

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
62479LAR6	MUFG Bank Ltd	07/24/2023	971,071.11	5,974.44	0.00	4,716.67
	Discount CP	07/25/2023	0.00	0.00	0.00	
	5.66% Due 01/25/2024	1,000,000.00	0.00	10,691.11	0.00	
			971,071.11	4,716.67	4,716.67	
			1,027,946.56	**5,974.44**	**0.00**	
			1,745,614.19	**3,947.52**	**0.00**	
			1,606,363.92	**10,691.11**	**0.00**	
Total Cash & Equivalent		**1,196,125.72**	**1,167,196.83**	**8,664.19**	**8,664.19**	**8,664.19**
			102,541,617.77	**550,247.43**	**43,788.90**	
			3,336,948.59	**238,225.30**	**11,230.46**	
			3,106,363.92	**507,913.81**	**32,558.44**	
TOTAL PORTFOLIO		**103,976,125.72**	**102,804,760.88**	**195,891.68**	**228,450.12**	**228,450.12**

Cash Flow Report

As of September 30, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/10/2023	Maturity	02665WCQ2	750,000.00	American Honda Finance Note 3.625% Due 10/10/2023	750,000.00	13,593.75	763,593.75
10/13/2023	Interest	023135CF1	500,000.00	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	0.00	8,250.00	8,250.00
10/15/2023	Interest	3135G0W66	1,200,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	9,750.00	9,750.00
10/15/2023	Interest	91282CBV2	1,500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	2,812.50	2,812.50
10/15/2023	Interest	91324PDE9	750,000.00	United Health Group Inc Note 2.95% Due 10/15/2027	0.00	11,062.50	11,062.50
10/15/2023	Interest	87612EBL9	700,000.00	Target Corp Callable Note Cont 4/15/25 2.25% Due 4/15/2025	0.00	7,875.00	7,875.00
10/22/2023	Interest	46647PBK1	750,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	7,811.25	7,811.25
10/22/2023	Interest	3135G03U5	1,300,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,062.50	4,062.50
10/28/2023	Interest	3133EPHH1	2,000,000.00	FFCB Note 4% Due 4/28/2026	0.00	40,000.00	40,000.00
10/31/2023	Interest	91282CAT8	1,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	1,250.00	1,250.00
10/31/2023	Interest	9128286S4	1,300,000.00	US Treasury Note 2.375% Due 4/30/2026	0.00	15,437.50	15,437.50
10/31/2023	Interest	912828YM6	1,500,000.00	US Treasury Note 1.5% Due 10/31/2024	0.00	11,250.00	11,250.00
10/31/2023	Interest	91282CEN7	1,500,000.00	US Treasury Note 2.75% Due 4/30/2027	0.00	20,625.00	20,625.00
10/31/2023	Maturity	912828T91	950,000.00	US Treasury Note 1.625% Due 10/31/2023	950,000.00	7,718.75	957,718.75
OCT 2023					**1,700,000.00**	**161,498.75**	**1,861,498.75**
11/01/2023	Interest	06367WB85	750,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	6,937.50	6,937.50
11/03/2023	Interest	00440EAV9	1,000,000.00	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 5/3/2026	0.00	16,750.00	16,750.00

Cash Flow Report

As of September 30, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/06/2023	Maturity	3137EAEZ8	1,100,000.00	FHLMC Note 0.25% Due 11/6/2023	1,100,000.00	1,375.00	1,101,375.00
11/07/2023	Interest	3135G06G3	1,100,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	2,750.00	2,750.00
11/10/2023	Interest	665859AW4	750,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	15,000.00	15,000.00
11/10/2023	Interest	89236TKK0	1,000,000.00	Toyota Motor Credit Corp Note 5.4% Due 11/10/2025	0.00	27,000.00	27,000.00
11/12/2023	Interest	023135BW5	495,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	1,113.75	1,113.75
11/12/2023	Interest	91159HHZ6	1,000,000.00	US Bancorp Callable Note Cont 4/11/2025 1.45% Due 5/12/2025	0.00	7,250.00	7,250.00
11/13/2023	Interest	037833DK3	1,000,000.00	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	0.00	15,000.00	15,000.00
11/15/2023	Interest	9128283F5	1,150,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	12,937.50	12,937.50
11/15/2023	Maturity	4581X0DP0	1,500,000.00	Inter-American Dev Bank Note 0.25% Due 11/15/2023	1,500,000.00	1,875.00	1,501,875.00
11/17/2023	Interest	58933YBH7	1,000,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	20,250.00	20,250.00
11/17/2023	Interest	14913R2L0	750,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	1,687.50	1,687.50
11/30/2023	Interest	91282CCF6	1,500,000.00	US Treasury Note 0.75% Due 5/31/2026	0.00	5,625.00	5,625.00
11/30/2023	Interest	91282CDK4	1,000,000.00	US Treasury Note 1.25% Due 11/30/2026	0.00	6,250.00	6,250.00
11/30/2023	Interest	912828YV6	1,500,000.00	US Treasury Note 1.5% Due 11/30/2024	0.00	11,250.00	11,250.00
11/30/2023	Interest	912828ZT0	1,500,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	1,875.00	1,875.00
NOV 2023					**2,600,000.00**	**154,926.25**	**2,754,926.25**
12/03/2023	Interest	3133EKNX0	1,500,000.00	FFCB Note 2.16% Due 6/3/2024	0.00	16,200.00	16,200.00

Cash Flow Report

As of September 30, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/08/2023	Maturity	3130A0F70	1,600,000.00	FHLB Note 3.375% Due 12/8/2023	1,600,000.00	27,000.00	1,627,000.00
12/10/2023	Interest	78015K7H1	750,000.00	Royal Bank of Canada Note 1.15% Due 6/10/2025	0.00	4,312.50	4,312.50
12/12/2023	Interest	3130ATUC9	895,000.00	FHLB Note 4.5% Due 12/12/2025	0.00	20,137.50	20,137.50
12/12/2023	Interest	3130AWLZ1	1,000,000.00	FHLB Note 4.75% Due 6/12/2026	0.00	20,055.56	20,055.56
12/14/2023	Interest	3130A1XJ2	1,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	21,562.50	21,562.50
12/15/2023	Interest	91282CDN8	1,500,000.00	US Treasury Note 1% Due 12/15/2024	0.00	7,500.00	7,500.00
12/17/2023	Interest	3135G04Z3	1,400,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	3,500.00	3,500.00
12/31/2023	Interest	91282CDQ1	1,500,000.00	US Treasury Note 1.25% Due 12/31/2026	0.00	9,375.00	9,375.00
12/31/2023	Interest	91282CEX5	2,000,000.00	US Treasury Note 3% Due 6/30/2024	0.00	30,000.00	30,000.00
12/31/2023	Interest	91282CBC4	1,250,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	2,343.75	2,343.75
DEC 2023					**1,600,000.00**	**161,986.81**	**1,761,986.81**
01/02/2024	Interest	3135G0V75	1,300,000.00	FNMA Note 1.75% Due 7/2/2024	0.00	11,375.00	11,375.00
01/10/2024	Interest	69371RS31	500,000.00	Paccar Financial Corp Note 4.6% Due 1/10/2028	0.00	11,500.00	11,500.00
01/12/2024	Interest	459058KT9	1,500,000.00	Intl. Bank Recon & Development Note 3.5% Due 7/12/2028	0.00	26,250.00	26,250.00
01/14/2024	Interest	24422EXB0	535,000.00	John Deere Capital Corp Note 4.95% Due 7/14/2028	0.00	13,241.25	13,241.25
01/15/2024	Interest	79466LAG9	145,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	453.13	453.13
01/17/2024	Maturity	24422EVN6	685,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	685,000.00	1,541.25	686,541.25

Cash Flow Report

As of September 30, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/21/2024	Interest	3137EAEU9	1,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	2,437.50	2,437.50
01/25/2024	Maturity	62479LAR6	1,000,000.00	MUFG Bank Ltd Discount CP 5.66% Due 1/25/2024	971,071.11	28,928.89	1,000,000.00
01/31/2024	Interest	91282CCP4	1,500,000.00	US Treasury Note 0.625% Due 7/31/2026	0.00	4,687.50	4,687.50
01/31/2024	Interest	912828Z52	1,300,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	8,937.50	8,937.50
01/31/2024	Interest	912828Z78	1,500,000.00	US Treasury Note 1.5% Due 1/31/2027	0.00	11,250.00	11,250.00
01/31/2024	Interest	91282CBH3	1,250,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	2,343.75	2,343.75
01/31/2024	Interest	91282CGH8	2,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	35,000.00	35,000.00
01/31/2024	Maturity	912828V80	1,300,000.00	US Treasury Note 2.25% Due 1/31/2024	1,300,000.00	14,625.00	1,314,625.00
JAN 2024					**2,956,071.11**	**172,570.77**	**3,128,641.88**
02/05/2024	Maturity	3135G0V34	925,000.00	FNMA Note 2.5% Due 2/5/2024	925,000.00	11,562.50	936,562.50
02/06/2024	Interest	69371RQ66	750,000.00	Paccar Financial Corp Note 1.8% Due 2/6/2025	0.00	6,750.00	6,750.00
02/12/2024	Interest	3137EAEP0	1,350,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	10,125.00	10,125.00
02/15/2024	Interest	91282CGL9	1,500,000.00	US Treasury Note 4% Due 2/15/2026	0.00	30,000.00	30,000.00
02/15/2024	Interest	912828V98	1,700,000.00	US Treasury Note 2.25% Due 2/15/2027	0.00	19,125.00	19,125.00
02/15/2024	Interest	9128282A7	1,600,000.00	US Treasury Note 1.5% Due 8/15/2026	0.00	12,000.00	12,000.00
02/15/2024	Interest	91282CFE6	2,000,000.00	US Treasury Note 3.125% Due 8/15/2025	0.00	31,250.00	31,250.00
02/18/2024	Call	808513BN4	1,000,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,000,000.00	3,125.00	1,003,125.00

Cash Flow Report

As of September 30, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/18/2024	Interest	06428CAA2	1,000,000.00	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	0.00	27,630.00	27,630.00
02/18/2024	Interest	713448FL7	1,000,000.00	Pepsico Inc. Callable Note Cont 1/18/2028 3.6% Due 2/18/2028	0.00	18,000.00	18,000.00
02/25/2024	Interest	3135G05X7	1,000,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	1,875.00	1,875.00
02/26/2024	Interest	3133EPLC7	2,000,000.00	FFCB Note 4.125% Due 2/26/2026	0.00	41,250.00	41,250.00
02/29/2024	Interest	912828YE4	1,500,000.00	US Treasury Note 1.25% Due 8/31/2024	0.00	9,375.00	9,375.00
02/29/2024	Interest	91282CFH9	1,500,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	23,437.50	23,437.50
02/29/2024	Maturity	91282CEA5	1,100,000.00	US Treasury Note 1.5% Due 2/29/2024	1,100,000.00	8,250.00	1,108,250.00
FEB 2024					**3,025,000.00**	**253,755.00**	**3,278,755.00**
03/08/2024	Interest	3130AWTR1	1,600,000.00	FHLB Note 4.375% Due 9/8/2028	0.00	41,611.11	41,611.11
03/08/2024	Maturity	3130AB3H7	1,600,000.00	FHLB Note 2.375% Due 3/8/2024	1,600,000.00	19,000.00	1,619,000.00
03/09/2024	Interest	931142EX7	750,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	14,812.50	14,812.50
03/09/2024	Interest	57636QAW4	1,000,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	24,375.00	24,375.00
03/11/2024	Interest	89114QCK2	1,000,000.00	Toronto Dominion Bank Note 0.75% Due 9/11/2025	0.00	3,750.00	3,750.00
03/13/2024	Interest	3133XVDG3	1,500,000.00	FHLB Note 4.375% Due 9/13/2024	0.00	32,812.50	32,812.50
03/13/2024	Interest	3130AUU36	1,000,000.00	FHLB Note 4.125% Due 3/13/2026	0.00	20,625.00	20,625.00
03/13/2024	Interest	3130A2UW4	1,400,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	20,125.00	20,125.00
03/14/2024	Interest	3130AUZC1	1,000,000.00	FHLB Note 4.625% Due 3/14/2025	0.00	23,125.00	23,125.00

Cash Flow Report

As of September 30, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/15/2024	Interest	084664CZ2	500,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.00	5,750.00	5,750.00
03/15/2024	Interest	09247XAN1	750,000.00	Blackrock Inc Note 3.2% Due 3/15/2027	0.00	12,000.00	12,000.00
03/23/2024	Interest	3137EAEX3	1,500,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	2,812.50	2,812.50
03/31/2024	Interest	91282CGT2	2,000,000.00	US Treasury Note 3.625% Due 3/31/2028	0.00	36,250.00	36,250.00
03/31/2024	Interest	912828ZF0	1,250,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	3,125.00	3,125.00
03/31/2024	Interest	91282CBT7	1,500,000.00	US Treasury Note 0.75% Due 3/31/2026	0.00	5,625.00	5,625.00
03/31/2024	Interest	91282CCZ2	1,000,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	4,375.00	4,375.00
MAR 2024					**1,600,000.00**	**270,173.61**	**1,870,173.61**
04/13/2024	Interest	023135CF1	500,000.00	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	0.00	8,250.00	8,250.00
04/15/2024	Interest	3135G0W66	1,200,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	9,750.00	9,750.00
04/15/2024	Interest	91324PDE9	750,000.00	United Health Group Inc Note 2.95% Due 10/15/2027	0.00	11,062.50	11,062.50
04/15/2024	Interest	87612EBL9	700,000.00	Target Corp Callable Note Cont 4/15/25 2.25% Due 4/15/2025	0.00	7,875.00	7,875.00
04/15/2024	Maturity	91282CBV2	1,500,000.00	US Treasury Note 0.375% Due 4/15/2024	1,500,000.00	2,812.50	1,502,812.50
04/22/2024	Interest	3135G03U5	1,300,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,062.50	4,062.50
04/22/2024	Interest	46647PBK1	750,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	7,811.25	7,811.25
04/28/2024	Interest	3133EPHH1	2,000,000.00	FFCB Note 4% Due 4/28/2026	0.00	40,000.00	40,000.00
04/30/2024	Interest	91282CEN7	1,500,000.00	US Treasury Note 2.75% Due 4/30/2027	0.00	20,625.00	20,625.00

Cash Flow Report

As of September 30, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/30/2024	Interest	912828YM6	1,500,000.00	US Treasury Note 1.5% Due 10/31/2024	0.00	11,250.00	11,250.00
04/30/2024	Interest	91282CAT8	1,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	1,250.00	1,250.00
04/30/2024	Interest	9128286S4	1,300,000.00	US Treasury Note 2.375% Due 4/30/2026	0.00	15,437.50	15,437.50
APR 2024					**1,500,000.00**	**140,186.25**	**1,640,186.25**
05/01/2024	Interest	06367WB85	750,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	6,937.50	6,937.50
05/03/2024	Interest	00440EAV9	1,000,000.00	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 5/3/2026	0.00	16,750.00	16,750.00
05/07/2024	Interest	3135G06G3	1,100,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	2,750.00	2,750.00
05/10/2024	Interest	89236TKK0	1,000,000.00	Toyota Motor Credit Corp Note 5.4% Due 11/10/2025	0.00	27,000.00	27,000.00
05/10/2024	Interest	665859AW4	750,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	15,000.00	15,000.00
05/12/2024	Interest	91159HHZ6	1,000,000.00	US Bancorp Callable Note Cont 4/11/2025 1.45% Due 5/12/2025	0.00	7,250.00	7,250.00
05/12/2024	Maturity	023135BW5	495,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	495,000.00	1,113.75	496,113.75
05/13/2024	Interest	037833DK3	1,000,000.00	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	0.00	15,000.00	15,000.00
05/15/2024	Interest	9128283F5	1,150,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	12,937.50	12,937.50
05/17/2024	Interest	58933YBH7	1,000,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	20,250.00	20,250.00
05/17/2024	Maturity	14913R2L0	750,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	750,000.00	1,687.50	751,687.50
05/31/2024	Interest	912828ZT0	1,500,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	1,875.00	1,875.00
05/31/2024	Interest	91282CCF6	1,500,000.00	US Treasury Note 0.75% Due 5/31/2026	0.00	5,625.00	5,625.00

Cash Flow Report

As of September 30, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/31/2024	Interest	912828YV6	1,500,000.00	US Treasury Note 1.5% Due 11/30/2024	0.00	11,250.00	11,250.00
05/31/2024	Interest	91282CDK4	1,000,000.00	US Treasury Note 1.25% Due 11/30/2026	0.00	6,250.00	6,250.00
MAY 2024					**1,245,000.00**	**151,676.25**	**1,396,676.25**
06/03/2024	Maturity	3133EKNX0	1,500,000.00	FFCB Note 2.16% Due 6/3/2024	1,500,000.00	16,200.00	1,516,200.00
06/10/2024	Interest	78015K7H1	750,000.00	Royal Bank of Canada Note 1.15% Due 6/10/2025	0.00	4,312.50	4,312.50
06/12/2024	Interest	3130ATUC9	895,000.00	FHLB Note 4.5% Due 12/12/2025	0.00	20,137.50	20,137.50
06/12/2024	Interest	3130AWLZ1	1,000,000.00	FHLB Note 4.75% Due 6/12/2026	0.00	23,750.00	23,750.00
06/14/2024	Maturity	3130A1XJ2	1,500,000.00	FHLB Note 2.875% Due 6/14/2024	1,500,000.00	21,562.50	1,521,562.50
06/15/2024	Interest	91282CDN8	1,500,000.00	US Treasury Note 1% Due 12/15/2024	0.00	7,500.00	7,500.00
06/17/2024	Interest	3135G04Z3	1,400,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	3,500.00	3,500.00
06/30/2024	Interest	91282CDQ1	1,500,000.00	US Treasury Note 1.25% Due 12/31/2026	0.00	9,375.00	9,375.00
06/30/2024	Interest	91282CBC4	1,250,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	2,343.75	2,343.75
06/30/2024	Maturity	91282CEX5	2,000,000.00	US Treasury Note 3% Due 6/30/2024	2,000,000.00	30,000.00	2,030,000.00
JUN 2024					**5,000,000.00**	**138,681.25**	**5,138,681.25**
07/02/2024	Maturity	3135G0V75	1,300,000.00	FNMA Note 1.75% Due 7/2/2024	1,300,000.00	11,375.00	1,311,375.00
07/10/2024	Interest	69371RS31	500,000.00	Paccar Financial Corp Note 4.6% Due 1/10/2028	0.00	11,500.00	11,500.00
07/12/2024	Interest	459058KT9	1,500,000.00	Intl. Bank Recon & Development Note 3.5% Due 7/12/2028	0.00	26,250.00	26,250.00
07/14/2024	Interest	24422EXB0	535,000.00	John Deere Capital Corp Note 4.95% Due 7/14/2028	0.00	13,241.25	13,241.25

Cash Flow Report

As of September 30, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2024	Maturity	79466LAG9	145,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	145,000.00	453.13	145,453.13
07/21/2024	Interest	3137EAEU9	1,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	2,437.50	2,437.50
07/31/2024	Interest	91282CGH8	2,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	35,000.00	35,000.00
07/31/2024	Interest	91282CBH3	1,250,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	2,343.75	2,343.75
07/31/2024	Interest	91282CCP4	1,500,000.00	US Treasury Note 0.625% Due 7/31/2026	0.00	4,687.50	4,687.50
07/31/2024	Interest	912828Z52	1,300,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	8,937.50	8,937.50
07/31/2024	Interest	912828Z78	1,500,000.00	US Treasury Note 1.5% Due 1/31/2027	0.00	11,250.00	11,250.00
JUL 2024					**1,445,000.00**	**127,475.63**	**1,572,475.63**
08/06/2024	Interest	69371RQ66	750,000.00	Paccar Financial Corp Note 1.8% Due 2/6/2025	0.00	6,750.00	6,750.00
08/12/2024	Interest	3137EAEP0	1,350,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	10,125.00	10,125.00
08/15/2024	Interest	9128282A7	1,600,000.00	US Treasury Note 1.5% Due 8/15/2026	0.00	12,000.00	12,000.00
08/15/2024	Interest	912828V98	1,700,000.00	US Treasury Note 2.25% Due 2/15/2027	0.00	19,125.00	19,125.00
08/15/2024	Interest	91282CGL9	1,500,000.00	US Treasury Note 4% Due 2/15/2026	0.00	30,000.00	30,000.00
08/15/2024	Interest	91282CFE6	2,000,000.00	US Treasury Note 3.125% Due 8/15/2025	0.00	31,250.00	31,250.00
08/18/2024	Interest	06428CAA2	1,000,000.00	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	0.00	27,630.00	27,630.00
08/18/2024	Interest	713448FL7	1,000,000.00	Pepsico Inc. Callable Note Cont 1/18/2028 3.6% Due 2/18/2028	0.00	18,000.00	18,000.00
08/25/2024	Interest	3135G05X7	1,000,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	1,875.00	1,875.00

Cash Flow Report

As of September 30, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/26/2024	Interest	3133EPLC7	2,000,000.00	FFCB Note 4.125% Due 2/26/2026	0.00	41,250.00	41,250.00
08/31/2024	Interest	91282CFH9	1,500,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	23,437.50	23,437.50
08/31/2024	Maturity	912828YE4	1,500,000.00	US Treasury Note 1.25% Due 8/31/2024	1,500,000.00	9,375.00	1,509,375.00
AUG 2024					**1,500,000.00**	**230,817.50**	**1,730,817.50**
09/08/2024	Interest	3130AWTR1	1,600,000.00	FHLB Note 4.375% Due 9/8/2028	0.00	35,000.00	35,000.00
09/09/2024	Interest	931142EX7	750,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	14,812.50	14,812.50
09/09/2024	Interest	57636QAW4	1,000,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	24,375.00	24,375.00
09/11/2024	Interest	89114QCK2	1,000,000.00	Toronto Dominion Bank Note 0.75% Due 9/11/2025	0.00	3,750.00	3,750.00
09/13/2024	Interest	3130AUU36	1,000,000.00	FHLB Note 4.125% Due 3/13/2026	0.00	20,625.00	20,625.00
09/13/2024	Maturity	3133XVDG3	1,500,000.00	FHLB Note 4.375% Due 9/13/2024	1,500,000.00	32,812.50	1,532,812.50
09/13/2024	Maturity	3130A2UW4	1,400,000.00	FHLB Note 2.875% Due 9/13/2024	1,400,000.00	20,125.00	1,420,125.00
09/14/2024	Interest	3130AUZC1	1,000,000.00	FHLB Note 4.625% Due 3/14/2025	0.00	23,125.00	23,125.00
09/15/2024	Interest	084664CZ2	500,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.00	5,750.00	5,750.00
09/15/2024	Interest	09247XAN1	750,000.00	Blackrock Inc Note 3.2% Due 3/15/2027	0.00	12,000.00	12,000.00
09/23/2024	Interest	3137EAEX3	1,500,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	2,812.50	2,812.50
SEP 2024					**2,900,000.00**	**195,187.50**	**3,095,187.50**
TOTAL					**27,071,071.11**	**2,158,935.57**	**29,230,006.68**

City of Buena Park Liquid

Account #406

Portfolio Summary

As of September 30, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	3.61%
Average Purchase YTM	3.61%
Average Market YTM	3.61%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

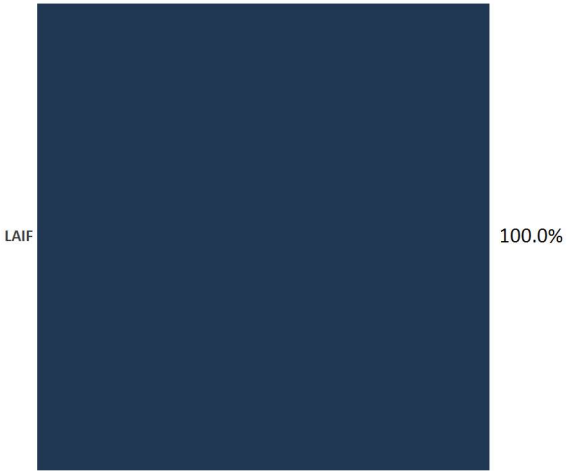
ACCOUNT SUMMARY

	Beg. Values as of 8/31/23	End Values as of 9/30/23
Market Value	20,373,248	13,873,248
Accrued Interest	128,490	174,460
Total Market Value	**20,501,738**	**14,047,708**
Income Earned	59,629	45,970
Cont/WD		-6,500,000
Par	20,373,248	13,873,248
Book Value	20,373,248	13,873,248
Cost Value	20,373,248	13,873,248

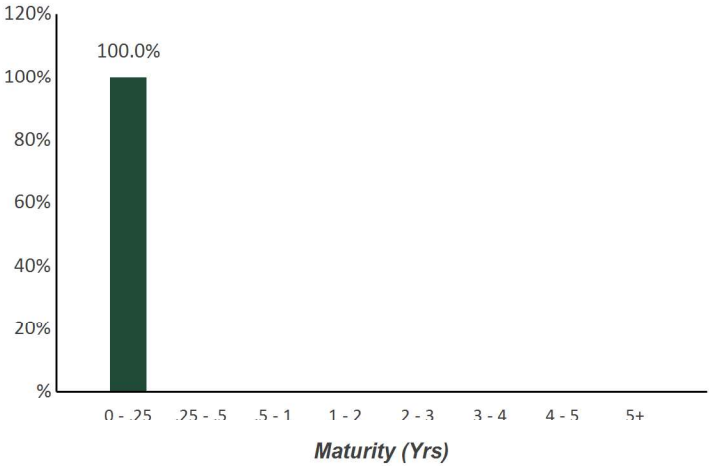
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	**100.0%**

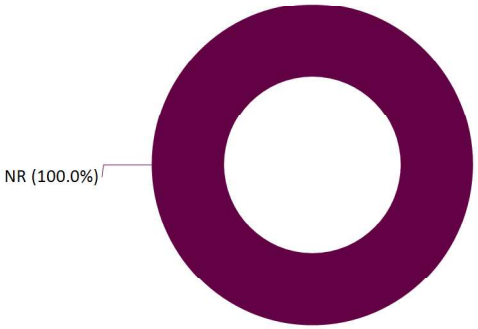
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

					Annualized				
TOTAL RATE OF RETURN	**1M**	**3M**	**YTD**	**1YR**	**2YRS**	**3YRS**	**5YRS**	**10YRS**	**12/31/2005**
City of Buena Park Liquid	0.28%	0.88%	2.34%	2.89%	1.76%	1.31%	1.82%	1.26%	1.64%
ICE BofA 3-Month US Treasury Bill Index	0.46%	1.31%	3.60%	4.47%	2.53%	1.70%	1.72%	1.11%	1.32%

Holdings Report

As of September 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	13,873,247.96	Various 3.61%	13,873,247.96 13,873,247.96	1.00 3.61%	13,873,247.96 174,459.92	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		**13,873,247.96**	**3.61%**	**13,873,247.96** **13,873,247.96**	**3.61%**	**13,873,247.96** **174,459.92**	**100.00%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
TOTAL PORTFOLIO		**13,873,247.96**	**3.61%**	**13,873,247.96** **13,873,247.96**	**3.61%**	**13,873,247.96** **174,459.92**	**100.00%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
TOTAL MARKET VALUE PLUS ACCRUED						**14,047,707.88**			

Transaction Ledger

As of September 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	09/13/2023	90LAIF$00	6,500,000.00	Local Agency Investment Fund State Pool	1.000		6,500,000.00	0.00	6,500,000.00	0.00
Subtotal			**6,500,000.00**				**6,500,000.00**	**0.00**	**6,500,000.00**	**0.00**
TOTAL DISPOSITIONS			**6,500,000.00**				**6,500,000.00**	**0.00**	**6,500,000.00**	**0.00**

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
LOCAL AGENCY INVESTMENT FUND						
90LAIF$00	Local Agency Investment Fund State Pool	Various Various 13,873,247.96	20,373,247.96 0.00 6,500,000.00 13,873,247.96	128,489.98 0.00 174,459.92 45,969.94	0.00 0.00 0.00 45,969.94	45,969.94
			20,373,247.96 **0.00** **6,500,000.00**	**128,489.98** **0.00** **174,459.92**	**0.00** **0.00** **0.00**	
Total Local Agency Investment Fund		**13,873,247.96**	**13,873,247.96**	**45,969.94**	**45,969.94**	**45,969.94**
			20,373,247.96 **0.00** **6,500,000.00**	**128,489.98** **0.00** **174,459.92**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**13,873,247.96**	**13,873,247.96**	**45,969.94**	**45,969.94**	**45,969.94**

Cash Flow Report

As of September 30, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/16/2023	Dividend	90LAIF$00	1,879,215,576.94	Local Agency Investment Fund State Pool	0.00	175,492.04	175,492.04
OCT 2023					**0.00**	**175,492.04**	**175,492.04**
TOTAL					**0.00**	**175,492.04**	**175,492.04**

City of Buena Park RDA Series B Bond

Account #10033

Portfolio Summary

As of September 30, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	5.18%
Average Purchase YTM	5.18%
Average Market YTM	5.18%
Average S&P/Moody Rating	AAA/Aaa
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

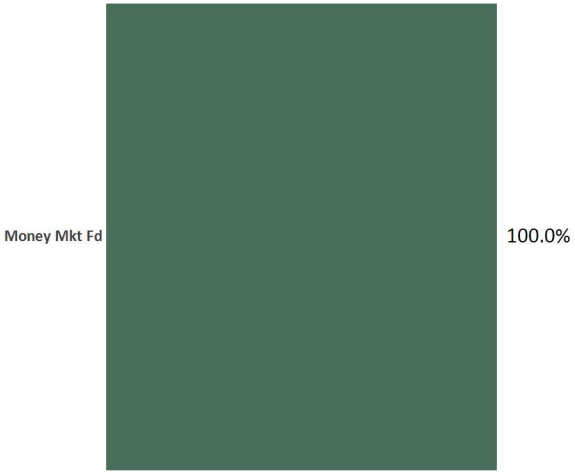
ACCOUNT SUMMARY

	Beg. Values as of 8/31/23	End Values as of 9/30/23
Market Value	1,242,209	1,247,668
Accrued Interest	0	0
Total Market Value	**1,242,209**	**1,247,668**
Income Earned	5,237	5,459
Cont/WD		0
Par	1,242,209	1,247,668
Book Value	1,242,209	1,247,668
Cost Value	1,242,209	1,247,668

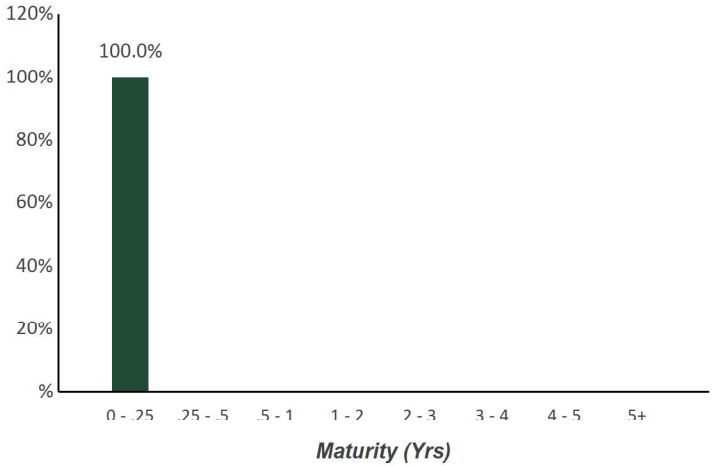
TOP ISSUERS

Federated GOVT Obligation MMF	100.0%
Total	**100.0%**

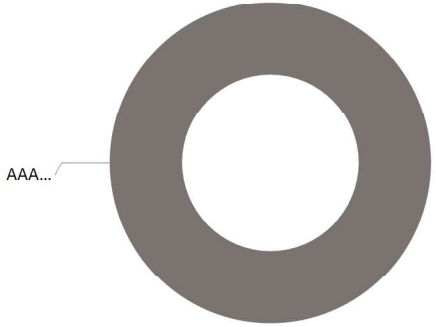
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

					Annualized				
TOTAL RATE OF RETURN	**1M**	**3M**	**YTD**	**1YR**	**2YRS**	**3YRS**	**5YRS**	**10YRS**	**7/31/2008**
City of Buena Park RDA Series B Bond	0.44%	1.32%	3.57%	4.32%	2.38%	1.58%	1.57%	0.99%	1.20%

Statement of Compliance

As of September 30, 2023

Buena Park 2008 Taxable Tax Allocation Bonds, Series B

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

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

Reconciliation Summary

As of September 30, 2023

BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		**$1,242,209.34**
Acquisition		
+ Security Purchases	$0.00	
+ Money Market Fund Purchases	$5,459.05	
+ Money Market Contributions	$0.00	
+ Security Contributions	$0.00	
+ Security Transfers	$0.00	
Total Acquisitions		**$5,459.05**
Dispositions		
- Security Sales	$0.00	
- Money Market Fund Sales	$0.00	
- MMF Withdrawals	$0.00	
- Security Withdrawals	$0.00	
- Security Transfers	$0.00	
- Other Dispositions	$0.00	
- Maturities	$0.00	
- Calls	$0.00	
- Principal Paydowns	$0.00	
Total Dispositions		**$0.00**
Amortization/Accretion		
+/- Net Accretion	$0.00	
		$0.00
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	$0.00	
		$0.00
ENDING BOOK VALUE		**$1,247,668.39**

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		**$1,242,209.34**
Acquisition		
Contributions	$0.00	
Security Sale Proceeds	$0.00	
Accrued Interest Received	$0.00	
Interest Received	$0.00	
Dividend Received	$5,459.05	
Principal on Maturities	$0.00	
Interest on Maturities	$0.00	
Calls/Redemption (Principal)	$0.00	
Interest from Calls/Redemption	$0.00	
Principal Paydown	$0.00	
Total Acquisitions	**$5,459.05**	
Dispositions		
Withdrawals	$0.00	
Security Purchase	$0.00	
Accrued Interest Paid	$0.00	
Total Dispositions	**$0.00**	
ENDING BOOK VALUE		**$1,247,668.39**

Holdings Report

As of September 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
60934N104	Federated Investors Government Obligations Fund	1,247,668.39	Various 5.18%	1,247,668.39 1,247,668.39	1.00 5.18%	1,247,668.39 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		**1,247,668.39**	**5.18%**	**1,247,668.39** **1,247,668.39**	**5.18%**	**1,247,668.39** **0.00**	**100.00%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**
TOTAL PORTFOLIO		**1,247,668.39**	**5.18%**	**1,247,668.39** **1,247,668.39**	**5.18%**	**1,247,668.39** **0.00**	**100.00%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**
TOTAL MARKET VALUE PLUS ACCRUED						**1,247,668.39**			

Transaction Ledger

As of September 30, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/01/2023	60934N104	5,459.05	Federated Investors Government Obligations Fund	1.000	5.18%	5,459.05	0.00	5,459.05	0.00
Subtotal			**5,459.05**				**5,459.05**	**0.00**	**5,459.05**	**0.00**
TOTAL ACQUISITIONS			**5,459.05**				**5,459.05**	**0.00**	**5,459.05**	**0.00**
OTHER TRANSACTIONS										
Dividend	09/01/2023	60934N104	1,242,209.34	Federated Investors Government Obligations Fund	0.000		5,459.05	0.00	5,459.05	0.00
Subtotal			**1,242,209.34**				**5,459.05**	**0.00**	**5,459.05**	**0.00**
TOTAL OTHER TRANSACTIONS			**1,242,209.34**				**5,459.05**	**0.00**	**5,459.05**	**0.00**

Income Earned

As of September 30, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENT						
60934N104	Federated Investors	Various	1,242,209.34	0.00	0.00	5,459.05
	Government Obligations Fund	Various	5,459.05	5,459.05	0.00	
		1,247,668.39	0.00	0.00	0.00	
			1,247,668.39	5,459.05	5,459.05	
			1,242,209.34	**0.00**	**0.00**	
			5,459.05	**5,459.05**	**0.00**	
			0.00	**0.00**	**0.00**	
Total Cash & Equivalent		**1,247,668.39**	**1,247,668.39**	**5,459.05**	**5,459.05**	**5,459.05**
			1,242,209.34	**0.00**	**0.00**	
			5,459.05	**5,459.05**	**0.00**	
			0.00	**0.00**	**0.00**	
TOTAL PORTFOLIO		**1,247,668.39**	**1,247,668.39**	**5,459.05**	**5,459.05**	**5,459.05**

Cash Flow - no data for this time period

City of Buena Park

City Council Regular Meeting Agenda Report

PROCLAMATION RECOGNIZING OCTOBER 2023 AS BREAST CANCER AWARENESS MONTH

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	CONSENT CALENDAR Item: C

Presented By	Prepared By
	Angelica Lopez, Administrative Assistant

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Approve proclamation.

Attachments

Breast Cancer Awareness Month Oct 2023.pdf

BREAST CANCER AWARENESS MONTH
OCTOBER 2023

WHEREAS, ***breast cancer is the second most common cancer women are diagnosed with after skin cancer; and,***

WHEREAS, ***nearly 300,000 women will be diagnosed with breast cancer this year, and one in eight women in America will be diagnosed with the disease in their lifetimes; and,***

WHEREAS, ***while facing months of grueling treatments, breast cancer patients and their families are flooded with a bewildering amount of medical information to decipher and often have to advocate to receive basic care and attention; and,***

WHEREAS, ***there is enormous progress in the recent decades-long fight against cancer — discovering new prevention and early-detection measures and exploring medicines and therapies to extend and save lives; and,***

WHEREAS, ***having affordable access to screenings and early detection for all women is an essential component in the fight against breast cancer; and,***

WHEREAS, ***we stand with our mothers, daughters, sisters, and friends and recognize all who have joined their loved ones in fighting their battle as well as the advocates, researchers, and health care providers whose care and hard work gives hope to those living with breast cancer; and,***

WHEREAS, ***for the lives we can save and those we have lost, let this National Breast Cancer Awareness Month be a moment of unity that rallies the country to end cancer as we know it. Together, we can give patients, survivors, and their families the care, hope, and support they deserve.***

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby recognize the month of October 2023 as "National Breast Cancer Awareness Month" and encourages residents, businesses, and other interested groups to become aware of the impact that breast cancer has on our community, and to support the fight against breast cancer so that we may overcome this terrible disease.

PASSED AND ADOPTED this 24th day of October 2023.

Arthur C. Brown
Mayor

Susan Sonne
Mayor Pro Tem

Joyce Ahn
Council Member

José Trinidad Castañeda
Council Member

Connor Traut
Council Member

City of Buena Park

City Council Regular Meeting Agenda Report

PROCLAMATION RECOGNIZING OCTOBER 2023 AS DOMESTIC VIOLENCE AWARENESS MONTH

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	CONSENT CALENDAR Item: D

Presented By	Prepared By
	Angelica Lopez, Administrative Assistant

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Approve proclamation.

Attachments

Domestic Violence Awareness Month Oct 2023.pdf

DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2023

WHEREAS, ***October is annually recognized as National Domestic Violence Awareness Month, although progress has been made toward preventing and ending domestic violence and providing support to survivors and their families, important work remains to be done; and,***

WHEREAS, ***domestic violence programs in California provide essential, lifesaving services for survivors, their children, and communities and there is a need to provide education, awareness and understanding of domestic violence and its causes; and,***

WHEREAS, ***approximately 1 in 3 women and 1 in 4 men will experience physical intimate partner violence in their lifetimes; and,***

WHEREAS, ***domestic violence affects people of all genders, sexual orientations, ages, racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California; and,***

WHEREAS, ***the marginalization of certain groups in society, including undocumented individuals, transgender individuals, and people living with disabilities, increases their vulnerability to domestic violence; and,***

WHEREAS, ***domestic violence is the third leading cause of homelessness among families in the United States; and,***

WHEREAS, ***children exposed to domestic violence can experience long-term consequences including difficulty at school, substance misuse, behavioral problems in adolescence, and serious adult health problems. Recognizing the need to understand the complexity of violence as perpetuated within communities and against communities, and the fear of many survivors to report to law enforcement; and,***

WHEREAS, ***all survivors deserve access to culturally responsive programs and services to increase their safety and self-sufficiency; all communities deserve access to culturally responsive prevention programs and initiatives to improve overall community health and safety by challenging the societal norms that perpetuate violence.***

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby recognize the month of October 2023 as "Domestic Violence Awareness Month" and urge the residents in the community to work together to eliminate domestic violence from their community.

PASSED AND ADOPTED this 24th day of October 2023.

Arthur C. Brown
Mayor

Susan Sonne
Mayor Pro Tem

Joyce Ahn
Council Member

José Trinidad Castañeda
Council Member

Connor Traut
Council Member

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION AUTHORIZING ACCEPTANCE OF EMERGENCY MANAGEMENT PERFORMANCE GRANT FROM ORANGE COUNTY SHERIFF'S DEPARTMENT FOR 2022-2023 PROGRAM YEAR

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	CONSENT CALENDAR Item: E

Presented By	Prepared By
Bradley Geyer, Police Captain	Frank Nunes, Police Chief

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution authorizing acceptance of the Emergency Management Performance Grant (EMPG) from the Orange County Sheriff's Department (OCSD) in the amount of $14,219 for the 2022-2023 designated program year; 2) Approve the EMPG agreement with the OCSD in the same amount; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 4) Authorize the City Manager and City Clerk to execute the grant agreement and all other necessary documents related to acceptance of and reimbursement by the grant; and, 5) Approve a budget amendment in the amount of $14,219 for this purpose.

PREVIOUS CITY COUNCIL ACTION

The City Council approved the acceptance of EMPG grant funds on eight previous occasions: January 13, 2015 (FY 2014-15); March 8, 2016 (FY 2015-16); January 10, 2017 (FY 2016-17); March 13, 2018
(FY 2017-18); February 26, 2019 (FY 2018-19); March 10, 2020 (FY2019-20); May 11, 2021 (FY 2020-21); and, July 26, 2022 (FY2021-22). The City has received a total of $95,255 from these eight previous grants.

DISCUSSION

The U.S. Department of Homeland Security administers the FY 2022 EMPG national program, and the California Office of Emergency Services manages the state grant portion. Counties and operational areas are eligible to apply for this grant annually and can pass some or all of these funds to their cities and special districts.

The Orange County Operational Area was awarded $937,117 through the FY 2022 EMPG program. Of this amount, the County will distribute a total of $445,131 to participating cities, including $14,219 to Buena Park. The Orange County Board of Supervisors accepted the grant award, and on September 19, 2023, the OCSD officially notified the City of its grant allocation.

The EMPG grant supports activities that contribute to the grant recipient's capability to prevent, prepare for, mitigate against, respond to, and recover from emergencies and disasters, whether natural or man-made. The Police Department

proposes to use these grant funds to offset the current salary of the City’s Emergency Services Coordinator. This position is responsible for coordinating emergency preparedness for the entire City. This includes the establishment of an emergency operations plan, emergency operations center readiness, and training for all staff. The grant funds will be paid in arrears after the performance period, which ends June 30, 2024, and are subject to a dollar-for-dollar match. The Emergency Services Coordinator’s current salary is considered the match contribution made by the City.

BUDGET IMPACT

The City will be awarded grant funds in the amount of $14,219, which will be used to offset a portion of the Emergency Services Coordinator salary. Staff is requesting a budgetary amendment in the amount of $14,219 for this purpose.

Attachments

Att1 Emergency Management Performance Grant FY 2022-23 Reso.pdf

Att2 FY2022 Transfer Agreement Form.pdf

Att3 FEMA FY2022 Preparedness Grants Manual.pdf

Att4 FY2022 EMPG City Workbook BP.pdf

Att5 FY2022 EMPG State Supplement.pdf

Att6 FY2022 Grant Standard Assurances_Buena Park SIGNED.pdf

Att7 FY2022 EMPG Grant Subaward Face Sheet BP.pdf

Att8 FY2022 EMPG Final Reimbursement Request BP.pdf

Att9 FY2022-24 EMPG Grant Invoice # EMPG000011 - Added 10-16-23.pdf

Att10 Charnes, Lance Wage Report 7-1-22 to 9-30-23 - Added 10-16-23.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AUTHORIZING ACCEPTANCE OF THE EMERGENCY MANAGEMENT PERFORMANCE GRANT FOR 2022-23 DESIGNATED PROGRAM YEAR

WHEREAS, the U.S. Department of Homeland Security (DHS) administers the annual Emergency Management Performance Grant (EMPG), which supports activities that contribute to the nation's capability to prevent, prepare for, mitigate against, respond to, and recover from emergencies and disasters, whether natural or manmade; and

WHEREAS, DHS has awarded $937,117 in EMPG grant funds to the Orange County Operational Area through the California Governor's Office of Emergency Services; and

WHEREAS, the Orange County Operational Area has allocated $14,219 of these funds to the City of Buena Park as a subrecipient, to further the City's emergency management program; and

WHEREAS, grant procedures require a subrecipient's governing body to authorize by resolution its approval for accepting EMPG grant funds from the Operational Area, and the designation by job title of the individual authorized to execute all grant-related documents on behalf of the City of Buena Park; and

WHEREAS, once approved, the City of Buena Park will enter into a Transfer Agreement with the Orange County Operational Area for receipt and use of said grant funds.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine and order as follows:

Section 1: The City Council of the City of Buena Park authorizes the acceptance from the Orange County Operational Area of all EMPG grant funds allocated to the City of Buena Park.

Section 2: This authorization is effective for December 31, 2022 through June 30, 2024; a time period not to exceed eighteen (18) calendar months from the date of adoption.

Section 3: The City Manager, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Buena Park all grant documents, including but not limited to, applications, agreements, amendments and requests for payment necessary to secure grant funds and implement the approved grant program.

PASSED AND ADOPTED this 24th day of October 2023, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 24th day of October 2023.

_____
City Clerk

AGREEMENT TO TRANSFER FUNDS

FOR 2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM

THIS AGREEMENT is entered into this 24th day of October 2023, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of Buena Park, a municipal corporation, hereinafter referred to as "SUBRECIPIENT."

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to as SHERIFF, in its capacity as the lead agency for the Operational Area, has applied for, received and accepted the Emergency Management Performance Grant (hereinafter referred to as "the grant") from the California Office of Emergency Services ("CalOES").

WHEREAS, the purpose of the grant is to support comprehensive emergency management at the state, tribal and local levels and to encourage the improvement of prevention, protection, mitigation, response and recovery capabilities for all hazards, as set forth in Attachment A hereto (FEMA Preparedness Grants Manual), which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY shall transfer to SUBRECIPIENT grant funds, in arrears, as necessary to reimburse SUBRECIPIENT for reasonable and permissible expenditures for the grant purposes. In order to obtain grant funds, SUBRECIPIENT shall comply with the instructions and submit to SHERIFF all required information and documentation, as set forth in Attachment B (FY2022 EMPG Financial Management Forms Workbook), which is attached hereto and incorporated herein by reference.

2. Throughout their useful life, grant property and equipment shall be used by SUBRECIPIENT only for grant purposes in accordance with Attachment A hereto.

3. SUBRECIPIENT shall exercise due care to preserve and safeguard grant property and equipment from damage or destruction and shall provide regular maintenance and such repairs for grant property and equipment as are necessary, in order to keep said grant property and equipment continually in good working order.

4. If grant property or equipment becomes obsolete, SUBRECIPIENT shall dispose of it only in accordance with the instructions of COUNTY or the agency from which COUNTY received the grant funds.

5. SUBRECIPIENT shall submit to the COUNTY grant program reporting documents and information in accordance with requirements set out in the Attachment C (FY2022 Emergency Management Performance Grant Program: California Supplement to the FEMA Preparedness Grants Manual; or, The State Guidance), which is attached hereto and incorporated herein by reference.

6. By executing this Agreement, SUBRECIPIENT agrees to comply with and be fully bound by this Agreement and all applicable provisions of Attachments A, B, C, and D (Standard Assurances for all CalOES Federal Grant Programs) hereto. SUBRECIPIENT shall notify COUNTY immediately upon discovery that it has not abided or no longer will abide by any applicable provision of this Agreement or Attachments A, B, C, or D hereto.

7. SUBRECIPIENT agrees to indemnify, defend and save harmless COUNTY and the agency from which COUNTY received grant funds, and their elected and appointed officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with SUBRECIPIENT's performance of this Agreement, including Attachments A, B, C, and D hereto, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by SUBRECIPIENT in the performance of this Agreement, including Attachments A, B, C, and D hereto.

8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

9. SUBRECIPIENT may not assign this Agreement in whole or in part without the express written consent of COUNTY.

10. SUBRECIPIENT shall provide to COUNTY all records and information requested by COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be

required to provide to the agency from which COUNTY received grant funds or other persons or agencies.

11. For a period of three years after the final Federal Financial Report hereunder or until all claims related to this Agreement are finally settled, whichever is later, SUBRECIPIENT shall preserve and maintain all documents, papers and records relevant to the work performed or property or equipment acquired in accordance with this Agreement, including Attachments A, B, C, and D hereto. For the same time period, SUBRECIPIENT shall make said documents, papers and records available to COUNTY and the agency from which COUNTY received the grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of SUBRECIPIENT, upon request, during usual working hours.

12. SUBRECIPIENT and COUNTY shall be subject to examination and audit by the State Auditor General with respect to this Agreement for a period of three years after the final Federal Financial Report hereunder.

13. COUNTY may terminate this Agreement and be relieved of the payment of any consideration to SUBRECIPIENT if a) SUBRECIPIENT fails to perform any of the covenants contained in this Agreement, including the applicable terms of Attachments A, B, C, and D hereto, at the time and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

14. SUBRECIPIENT and its agents and employees shall act in an independent capacity in the performance of this Agreement, including Attachments A, B, C, and D hereto, and shall not be considered officers, agents or employees of COUNTY or SHERIFF or of the agency from which COUNTY received grant funds.

15. By signing this Agreement, SUBRECEIPIENT understands and agrees that:

a. Failure to follow grant guidance, including those detailed below, will result in ineligibility for any reimbursement under the FY22 EMPG:

b. A SUBRECIPIENT representative must attend half of the Orange County Emergency Managers Organization meetings held from July 1, 2022 through June 30, 2024;

c. SUBRECIPIENT must maintain National Incident Management System (NIMS) compliance;

d. For any personnel whose salary is charged to the grant, that specific individual must meet the training and exercise requirements set forth in the grant guidance;

e. Only those expenditures specifically detailed in the Financial Management Forms Workbook are approved for funding; any changes must be pre-approved by the California Office of Emergency Services;

IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Orange, State of California.

APPROVED AS TO FORM
COUNTY COUNSEL

Wendy J Phillips

By _____
Wendy J. Phillips, Senior Deputy

DATED: August 15, 2023

COUNTY OF ORANGE, a political subdivision of the State of California

By _____
Sheriff-Coroner
"COUNTY"

DATED: _____, 20____

ATTEST:

_____
City Clerk

DATED: _____, 20____

SUBRECIPIENT City of Buena Park

By _____
Aaron France

Title: _____
City Manager

DATED: _____, 20____



FEMA Manual (FM) 207-22-0001 Fiscal Year 2022 Preparedness Grants Manual

FEMA Grant Programs Directorate

Version 3, MAY 2022

FEMA

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About the Federal Emergency Management Agency (FEMA)

Overview of FEMA

FEMA has helped people before, during, and after disasters for more than 40 years. FEMA remains committed to building and developing a culture of preparedness across the country and unifying all levels of community and government in an integrated approach to emergency management. FEMA is part of a larger team of federal agencies, state, local, tribal, and territorial (SLTT) governments, as well as non-governmental partners, that share responsibility for emergency management and national preparedness. Those closest to impacted areas are the true first responders during any emergency or disaster—individuals, families, neighbors, and local communities. FEMA's role is to coordinate federal resources to supplement SLTT capabilities. FEMA does this by coordinating through the levels of government, meaning that states and their local units of government, tribes, and territories are our primary partners.

Overview of Preparedness Grant Programs

FEMA has the statutory authority to deliver numerous disaster and non-disaster financial assistance programs in support of its mission, and that of the Department of Homeland Security, largely through grants and cooperative agreements. These programs account for a significant amount of the federal funds for which FEMA is accountable. FEMA officials are responsible and accountable for the proper administration of these funds pursuant to federal laws and regulations, Office of Management and Budget circulars, and federal appropriations law principles. FEMA has developed this Manual to provide additional direction on grant policy and implementation for the following grant programs:

Homeland Security Grant Program (HSGP)
The HSGP includes a suite of risk-based grants to assist SLTT efforts in preventing, preparing for, protecting against, and responding to acts of terrorism. The grants under HSGP include:

- *State Homeland Security Program (SHSP)*
  The SHSP assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- *Urban Area Security Initiative (UASI)*
  The UASI Program assists high-risk urban areas' efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.
- *Operation Stonegarden (OPSG)*
  OPSG supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their own law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

Tribal Homeland Security Grant Program (THSGP)
The THSGP provides funding directly to eligible tribes to strengthen their capacity to prevent, prepare for, protect against, and respond to potential terrorist attacks.

Nonprofit Security Grant Program (NSGP)
The NSGP provides funding for physical security enhancements and other security-related activities to nonprofit organizations that are at high risk of a terrorist attack. The NSGP also seeks to integrate the preparedness activities of nonprofit organizations with broader state and local preparedness efforts.

Transit Security Grant Program (TSGP)
The TSGP provides funds to eligible public transportation systems (which include intra-city bus, ferries, and all forms of passenger rail) to protect critical transportation infrastructure and the travelling public from terrorism, and to increase transportation infrastructure resilience.

Intercity Bus Security Grant Program (IBSGP)
The IBSGP provides funds to eligible private operators of intercity over-the-road bus transportation systems to protect critical transportation infrastructure and travelling public from acts of terrorism, and to increase transportation infrastructure resilience.

Intercity Passenger Rail (IPR) Program – Amtrak
The IPR provides funds to the National Railroad Passenger Corporation (Amtrak) to protect critical transportation infrastructure and the travelling public from terrorism, and to increase transportation infrastructure resilience.

Port Security Grant Program (PSGP)
The PSGP provides funding to port authorities, facility operators, and state and local agencies for activities associated with implementing Area Maritime Security Plans, facility security plans, and other port-wide risk management efforts.

Emergency Management Performance Grant (EMPG) Program
The EMPG Program provides funds to assist SLTT emergency management agencies in obtaining the resources required for implementation of the National Preparedness System and the National Preparedness Goal of a secure and resilient nation.

Foreword

FEMA has developed this **Preparedness Grants Manual** to guide applicants and grant recipients on how to manage their grants and other resources. Recipients seeking guidance on policies and procedures for managing preparedness grants should reference this Manual for further information on both program-specific information as well as overall guidance on rules and regulations that guide the proper management of FEMA grants.

The National Preparedness Goal

The National Preparedness Goal (the Goal) is "[a] secure and resilient Nation with the capabilities required across the whole community to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk." *See* Department of Homeland Security, *National Preparedness Goal, Second Edition*, (Sept. 2015). The Goal essentially defines what it means for all communities to be prepared collectively for the threats and hazards that pose the greatest risk to the nation. The Goal identifies 32 distinct activities, called core capabilities, needed to address the risks. The Goal organizes these core capabilities into five categories, called mission areas. Some core capabilities apply to more than one mission area. For example, the first three core capabilities—Planning, Public Information and Warning, and Operational Coordination—are cross-cutting capabilities, meaning they apply to each of the five mission areas. The National Preparedness Goal describes the five mission areas as follows:

- **Prevention:** Prevent, avoid, or stop an imminent, threatened, or actual act of terrorism.
- **Protection:** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation:** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response:** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of an incident.
- **Recovery:** Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by an incident.

The mission areas and core capabilities organize the activities and tasks performed before, during, and after disasters into a framework for achieving the goal of a secure and resilient Nation. Resilience is the desired outcome, defined in the Goal as the "ability to adapt to changing conditions and withstand and rapidly recover from disruption due to emergencies." *Id.* at A-2. For more information about the Goal, go to https://www.fema.gov/national-preparedness-goal.

Recipients will use the National Preparedness System to build, sustain, and deliver these core capabilities. The components of the National Preparedness System are Identifying and Assessing Risk, Estimating Capability Requirements, Building and Sustaining Capabilities, Planning to Deliver Capabilities, Validating Capabilities, and Reviewing and Updating. Additional information on the National Preparedness System is available at http://www.fema.gov/national-preparedness-system. Additional details regarding the National Preparedness System and how it is supported by these grant programs can be found in the program-specific appendices.

Pre-Award Application and Submission

Pre-Submission Information

These instructions apply to the following programs:

- Homeland Security Grant Program;[1]
- Tribal Homeland Security Grant Program;
- Nonprofit Security Grant Program;
- Transit Security Grant Program;
- Intercity Bus Security Grant Program;
- Intercity Passenger Rail Program;
- Port Security Grant Program; and
- Emergency Management Performance Grant Program.

All applications **must** be received by the established deadline established in each program's Notice of Funding Opportunity (NOFO). The Non-Disaster (ND) Grants System has a date stamp that indicates when an application is submitted. Applicants will receive an electronic message confirming receipt of their submission. For additional information on how an applicant will be notified of application receipt, see the section titled "Timely Receipt Requirements and Proof of Timely Submission."

FEMA will not review applications that are received after the deadline, nor will it consider these late applications for funding. FEMA may, however, extend the application deadline on request for an applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify the respective FEMA Preparedness Officer or Program Manager as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

For additional assistance using the ND Grants System, please contact the ND Grants Service Desk at (800) 865-4076 or NDGrants@fema.dhs.gov. The ND Grants Service Desk is available Monday through Friday, 9 a.m. – 6 p.m. ET. For programmatic or grants management questions, please contact your Preparedness Officer or Program Manager. If applicants do not know their FEMA Preparedness Officer or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9 a.m. – 5 p.m. ET.

Agreeing to Terms and Conditions of the Award

By submitting an application, the applicant agrees to comply with the requirements of the applicable NOFO, this Manual, and the applicable appendix to this Manual, as well as the terms and conditions of its award should it receive an award.

[1] Under this program, these instructions apply to SHSP, UASI, and OPSG.

Address to Request Application Package

Initial applications are processed through the Grants.gov portal. Final applications are completed and submitted through FEMA's ND Grants System. Application forms and instructions are available on Grants.gov; hard copies of the NOFO and associated application materials can be downloaded at Grants.gov. To access these materials, go to http://www.grants.gov, select "Applicants" then "Apply for Grants." In order to obtain the application package, select "Download a Grant Application Package." Enter the Assistance Listing (formerly CFDA) and/or the funding opportunity number located on the cover of the program's NOFO, select "Download Package," and then follow the prompts to download the application package. In addition, the following Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice and all relevant NOFOs is (800) 462-7585.

Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under the programs covered by this Manual is a multi-step process and requires time to complete. Applicants are encouraged to register early, as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact the applicant's ability to meet required submission deadlines. Failure of an applicant to comply with any of the required steps in submitting an application before the deadline may disqualify that application from funding consideration.

To apply for an award, all applicants must:

1. Apply for, update, or verify their Unique Entity Identifier (UEI) number from SAM.gov, and Employer Identification Number (EIN) from the Internal Revenue Service;
2. In the application, provide a UEI number;
3. Have an account with login.gov;
4. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
5. Create a Grants.gov account;
6. Add a profile to a Grants.gov account;
7. Establish an Authorized Organizational Representative (AOR) in Grants.gov;
8. Register in ND Grants;
9. Submit an initial application in Grants.gov;
10. **Submit the final application in ND Grants, including electronically signing applicable forms**; and
11. Continue to maintain an active SAM registration with current information ***at all times*** during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Specific instructions on how to apply for, update, or verify a UEI number or SAM registration or establish an AOR are included in the steps below for applying through Grants.gov. Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable UEI and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may

determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevent it from receiving a UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

Electronic Delivery

FEMA is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. FEMA requires applicants to submit their initial applications online through Grants.gov and to submit their final applications through ND Grants.

How to Register to Apply through Grants.gov

1. **General Instructions***:* Registering and applying for an award under these programs is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

   The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

   Organizations must have a UEI number, an EIN, and an active SAM registration to apply for grants. Organizations must also have a Grants.gov account to apply for an award under these programs. Creating a Grants.gov account can be completed online in minutes, but UEI and SAM registrations may take several weeks. Therefore, an organization's registration should be done in sufficient time to ensure it does not impact the entity's ability to meet the required application submission deadlines. Complete organizational instructions can be found on Grants.gov.

   If individual applicants are eligible to apply for a grant funding opportunity, refer to https://www.grants.gov/web/grants/applicants/registration.html to create an account with Grants.gov.

2. **Obtain a UEI Number**: All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

   For more detailed instructions for obtaining a UEI number, refer to SAM.gov.

3. **Obtain Employer Identification Number**: All entities applying for funding must provide an EIN. The EIN can be obtained from the IRS by visiting: https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

4. **Create a login.gov account**: Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here:

https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

5. **Register with SAM**: All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

   For more detailed instructions for registering with SAM, refer to https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html.

   Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

   a. Additional SAM Reminders
      Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

      It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

   b. Help with SAM
      The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220.

6. **Create a Grants.gov Account**: The next step in the registration process is to create an account with Grants.gov. Applicants must know their or their organization's UEI number to complete this process.

   For more information, follow the on-screen instructions or refer to https://www.grants.gov/web/grants/applicants/registration.html.

7. **Add a Profile to a Grants.gov Account**: A profile in Grants.gov corresponds to a single applicant organization the user represents (i.e., an applicant) or an individual applicant. If you work for or consult with multiple organizations and have a profile for each, you may log in to one Grants.gov account to access all of your grant applications. To add an organizational profile to your Grants.gov account, enter the UEI number for the organization in the UEI field while adding a profile.

   For more detailed instructions about creating a profile on Grants.gov, refer to https://www.grants.gov/web/grants/applicants/registration/add-profile.html.

8. **EBiz Point of Contact (POC) Authorized Profile Roles**: After you register with Grants.gov and create an Organization Applicant Profile, the organization applicant's request for Grants.gov roles and access are sent to the EBiz POC. The EBiz POC will then log in to Grants.gov and authorize the appropriate roles, which may include the AOR role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role.

   For more detailed instructions about creating a profile on Grants.gov, refer to https://www.grants.gov/web/grants/applicants/registration/authorize-roles.html.

9. **Track Role Status**: To track your role request, refer to https://www.grants.gov/web/grants/applicants/registration/track-role-status.html.

10. **Electronic Signature:** When applications are submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize individuals who are able to make legally binding commitments on behalf of the organization as an AOR. Please ensure you have been authorized by the EBiz POC as **this step is often missed, and it is crucial for valid and timely submissions.**

How to Submit an Initial Application to DHS/FEMA via Grants.gov

Standard Form 424 (SF 424) is the initial application form.

Grants.gov applicants can apply online using a workspace. A workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each NOFO, you can create individual instances of a workspace. Applicants are encouraged to submit their initial applications in Grants.gov ***at least*** seven days before the application deadline.

In Grants.gov, applicants need to submit the following forms:

- SF-424, Application for Federal Assistance; and
- Grants.gov Lobbying Form, Certification Regarding Lobbying.

Below is an overview of applying on Grants.gov. For access to complete instructions on how to apply for opportunities using a workspace, refer to: https://www.grants.gov/web/grants/applicants/workspace-overview.html

1. **Create a Workspace**: Creating a workspace allows you to complete it online and route it through your organization for review before submitting.

2. **Complete a Workspace**: Add participants to the workspace to work on the application together, complete all the required forms online or by downloading PDF versions, and check for errors before submission.

3. **Adobe Reader**: If you decide not to apply by filling out web forms, you can download individual PDF forms in Workspace so that they will appear similar to other Standard or DHS/FEMA forms. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, and then accessed through Adobe Reader.

   NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at https://www.grants.gov/web/grants/applicants/adobe-software-compatibility.html.

4. **Mandatory Fields in Forms***:* In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your application.

5. **Complete SF-424 Fields First:** The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and UEI number. To trigger this feature, an applicant must complete the SF-424 information first. Once it is completed, the information will transfer to the other forms.

6. **Submit a Workspace**: An application may be submitted through workspace by clicking the "Sign and Submit" button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package at least 24-48 hours prior to the close date to provide you with time to correct any potential technical issues that may disrupt the application submission.

7. **Track a Workspace**: After successfully submitting a workspace package, a Grants.gov Tracking Number (GRANTXXXXXXXX) is automatically assigned to the application. The number will be listed on the confirmation page that is generated after submission. Using the tracking number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

Additional Training and Applicant Support: For additional training resources, including video tutorials, refer to https://www.grants.gov/web/grants/applicants/applicant-training.html.

Grants.gov provides applicants 24/7 support (except federal holidays) via the toll-free number (800) 518-4726 and email at support@grants.gov and the website at https://www.grants.gov/support.html. For questions related to a specific grant contact the number listed in the NOFO of the grant for which you are applying for.

If you are experiencing difficulties with your submission, it is best to call the Grants.gov Support Center and get a ticket number. The Support Center ticket number will assist FEMA with tracking your issue and understanding background information on the issue.

Submitting the Final Application in ND Grants

After submitting the initial application in Grants.gov, eligible applicants will be notified by FEMA and asked to proceed with submitting their complete application package in ND Grants. Applicants can register early with ND Grants and are encouraged to begin their ND Grants registration at the time of the

NOFO announcement or, at the latest, seven days before the application deadline. Early registration will allow applicants to have adequate time to start and complete their applications.

Applicants needing assistance registering for the ND Grants system should contact ndgrants@fema.dhs.gov or (800) 865-4076. For step-by-step directions on using the ND Grants system and other guides, please see https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system.

In ND Grants, applicants will be prompted to submit the standard application information required as described in the "Content and Form of Application Submission" section below. The Standard Forms (SFs) are auto-generated in ND Grants, but applicants may access these forms in advance through the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: 1) a ***current employee, personnel, official, staff, or leadership*** of the non-federal entity; and 2) ***duly authorized to apply*** for an award on behalf of the non-federal entity at the time of application.

Further, the AOR and Signatory Authority (SA) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient, and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR or SA of the recipient.***

For program-specific application submission requirements, please refer to the applicable program NOFO and applicable appendix to this Manual.

Timely Receipt Requirements and Proof of Timely Submission

As application submission is a two-step process, the applicant with the AOR role who submitted the application in Grants.gov will receive an acknowledgement of receipt, a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of its initial application. **This notification does not serve as proof of timely submission, as the application is not complete until it is submitted in ND Grants.** Applicants can also view the ND Grants Agency Tracking Number by accessing the Details tab in the submitted workspace section in Grants.gov, under the Agency Tracking Number column. Should the Agency Tracking Number not appear, the application has not yet migrated from Grants.gov into the ND Grants system. Please allow 24 hours for your ND Grants application tracking number to migrate.

All applications must be received in ND Grants by **5 p.m. ET** on the application deadline. Proof of timely submission is automatically recorded by ND Grants. An electronic date/time stamp is generated within the system when the application is successfully received by ND Grants. Additionally, the applicant(s) listed as contacts on the application will receive a system-generated email to confirm receipt.

Standard Required Application Forms and Information

For all programs, the following forms or information are required to be submitted in either Grants.gov or ND Grants. The SFs are submitted either through Grants.gov, through forms generated in ND Grants, or as an attachment in ND Grants. Applicants may also access the SFs at https://www.grants.gov/web/grants/forms/sf-424-family.html.

Grants.gov:

- **SF-424, Application for Federal Assistance**, initial application submitted through Grants.gov; and
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**, submitted through Grants.gov.

ND Grants:

- **SF-424A, Budget Information (Non-Construction),** submitted via the forms generated by ND Grants;
    - **For construction under an award, submit: SF-424C, Budget Information (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424A
- **SF-424B, Standard Assurances (Non-Construction)**, submitted via the forms generated by ND Grants;
    - **For construction under an award, submit: SF-424D, Standard Assurances (Construction)**, submitted via the forms generated by ND Grants, in addition to or instead of SF-424B
- **SF-LLL, Disclosure of Lobbying Activities**, submitted via the forms generated by ND Grants; and
- **Indirect Cost Agreement or Proposal**, submitted as an attachment in ND Grants if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see the "Funding Restrictions and Allowable Costs" section in the relevant program NOFO and the section below on indirect costs for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available or contact the relevant Preparedness Officer or Program Manager for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under these programs need to submit both the construction and non-construction forms.

Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact to comply with the state's process under Executive Order 12372.
See https://www.archives.gov/federal-register/codification/executive-order/12372.html; https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf.

Funding Restrictions and Allowable Costs

All costs charged to awards covered by this Manual must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in this Manual, the applicable program NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA preparedness grant awards is the same as the period of performance).

Federal funds made available through these awards may be used for the purposes set forth in this Manual, the applicable program NOFO, and the terms and conditions of the award and must be consistent with the

statutory authority for the award. Award funds may not be used for matching funds for any other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity.

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in the applicable program appendix to this Manual, the program NOFO, or the terms and condition of an award, costs charged to awards covered by this Manual must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, NOFOs, and requirements in this Manual and the applicable NOFO, as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this Manual, applicable NOFOs, and the terms and conditions of the award, and those costs and must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Specific investments made in support of the funding priorities discussed in the appendices to this Manual generally fall into one of the following eight allowable expense categories:

1. Construction;
2. Equipment;
3. Exercises;
4. Management & Administration (M&A);
5. Organization;
6. Operational Activities;
7. Planning; and
8. Training.

Please refer to the relevant program-specific appendix for more information on funding restrictions, funding priorities, and these categories.

Accessibility Compliance
Preparedness grant program recipients using funds to build or alter buildings must comply with accessibility requirements under the *Rehabilitation Act of 1973 and Architectural Barriers Act of 1968 (ABA)*, as well as the *Americans with Disabilities Act (ADA)*, if applicable, to ensure individuals with disabilities have access to such buildings. Accessibility standards under the ABA and ADA are highly similar. Additional information regarding compliance with the *Architectural Barriers Act* is available at https://www.access-board.gov/aba/guides/chapter-1-using-the-aba-standards/#differences-between-the-aba-and-ada-standards.

Authorized Equipment List

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of equipment categories divided into categories, sub-categories, and then individual equipment items.

Prohibitions on Expending Grant or Cooperative Agreement Funds for Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available in *FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services* issued May 10, 2022.

Additional guidance is available at Contract Provisions Guide: Navigating Appendix II to Part200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Replacement Equipment and Services: FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements in this Manual and the applicable NOFO.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,

Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

Award Determination and Obligation

Allocations

Risk Methodology

DHS defines risk as: "potential for an adverse outcome assessed as a function of hazard/threats, assets and their vulnerabilities, and consequences." *See DHS Lexicon Terms and Definitions: 2017 Edition – Revision 2*, (Oct. 2017). The FEMA risk methodology is focused on three elements:

- **Threat***:* the likelihood of an attack being attempted by an adversary;
- **Vulnerability***:* the likelihood that an attack is successful, given that it is attempted; and
- **Consequence***:* the effect of an event, incident, or occurrence.

Please see the applicable appendix of this Manual for each award program for specific information on the risk methodology applied for each program.

Application Evaluation Criteria

Programmatic Criteria

See the Manual appendices and relevant program NOFOs for specific information on the application criteria specific to each program.

Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability;
ii. Quality of management systems and ability to meet management standards;
iii. History of performance in managing federal award;
iv. Reports and findings from audits; and
v. Ability to effectively implement statutory, regulatory, or other requirements.

All investments selected for recommendation will also undergo an additional risk review conducted by the FEMA Grants Management Specialist to evaluate the risk for noncompliance in carrying out the federal award. Using their subject-matter expertise, the questions the FEMA Grants Management Specialist may assess include, but are not limited to:

- Is the applicant on any exclusion lists as identified in SAM.gov?
- If the applicant has received federal funding in the past, has the applicant performed all audits required by the Single Audit requirements under 2 C.F.R. Part 200, Subpart F?
- Has the applicant provided sufficient budget information and justification as required by the NOFO?
- Are the costs proposed by the applicant in the budget information and justification allowable and reasonable based on the criteria set forth in this Manual and the applicable appendix, NOFO, and regulations?

- Is the budget representative of the total cost of performance of the projects?
- If indirect costs are included, is the applicant required to have an approved indirect cost rate agreement? If so, has the applicant provided an approved indirect cost rate agreement?
- Is the applicant delinquent on any federal debt?
- Has the applicant had substandard performance in a prior award?
- Is the applicant on the Do Not Pay List?

Based on the outcome of this review, FEMA may determine that it will not make an award to an applicant that poses a risk of noncompliance. FEMA may also determine that it will make an award to an at-risk applicant, subject to additional terms and conditions as described in 2 C.F.R. § 200.208.

Supplemental Financial Integrity Review

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

- FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through SAM, which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
- An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. § 200.206.

Review and Selection Process

FEMA will follow all applicable statutes, rules, and requirements and will take into consideration materials accompanying the annual appropriations acts, such as the Joint Explanatory Statement, as appropriate, in reviewing and selecting recipients.

Please see the applicable NOFO for the review and selection process for that program.

Federal Award Administration Information

Notice of Award

Before accepting the award, the AOR and recipient should carefully review the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in the applicable program NOFO, as well as this Manual, in addition to any special terms and conditions in the Notice of Award to receive an award under the applicable program.**

Notification of award approval is made through the ND Grants system through an automatic electronic mail to the recipient's authorized official listed in the initial application. The award date will be the date that FEMA approves the award. The recipient should follow the directions in the notification to confirm acceptance of the award.

Recipients must accept their awards no later than **60 days** from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award or provide a notice of intent to decline through the ND Grants system. For instructions on how to accept or decline an award in the ND

Grants system, please see the Grant Recipient User Guide. Funds will remain on hold until the recipient accepts the award through the ND Grants system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the 60-day timeframe may result in a loss of funds.

Pass-Through Requirements

Please see the applicable NOFO and appendix to this Manual for information on pass-through requirements for that program.

Administrative and National Policy Requirements

In addition to the requirements in this section and the applicable NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

All successful applicants for all FEMA grants and cooperative agreements are required to comply with the DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. The specific terms and conditions that will apply for the award will be clearly stated in the award package at the time of award.

Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 308 of the Stafford Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Recipients must complete the DHS Civil Rights Evaluation Tool within 30 days of receipt of the Notice of Award. Information about this requirement and a fuller list of the civil rights provisions that apply to recipients can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.dhs.gov/civil-rights-resources-recipients-dhs-financial-assistance and https://www.fema.gov/office-equal-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP regulations, laws, and Executive Orders, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See Executive Order (EO) 14030, Climate-Related Financial Risk and FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs (Interim) .

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, new construction, including replacement of facilities, and some training activities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties. A GPD EHP screening form and supporting documentation for preparedness projects requiring EHP review should be submitted to gpdehpinfo@fema.dhs.gov.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, FEMA may not be able to fund the project due to noncompliance with EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on Environmental and Historic Preservation Guidance for FEMA Grant Applications, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

The GPD EHP screening form is located at https://www.fema.gov/media-library/assets/documents/90195. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, *Grant Programs Directorate Environmental and Historic Preservation Policy Guidance* (July 28, 2018), available at https://www.fema.gov/media-library/assets/documents/85376.

Executive Order (EO) 13985, *Advancing Racial Equity and Support for Underserved Communities through the Federal Government*, rearticulates and strengthens the environmental justice framework articulated in 1994 in EO 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.* Specifically, Section 1 of E.O. 13985 states that: "Affirmatively advancing equity, civil rights, racial justice, and equal opportunity is the responsibility of the whole of our Government. Because advancing equity requires a systemic approach to embedding fairness in decision-making processes, executive departments and agencies…must recognize and work to redress inequalities in their policies and programs that serve as barriers to equal opportunity."

Many projects funded by GPD's grant programs can have significant impacts on environmental justice. In particular, construction of buildings and other structures and construction of new communication towers may have disproportionately high and adverse effects on minority and low-income populations. FEMA acknowledges the important role that FEMA recipients and subrecipients play in advancing and achieving environmental justice by identifying low-income and minority populations within a proposed project's affected area as early as possible and taking steps to accommodate these interests.

For consistency with the Administration's policy, FEMA will review and evaluate potential projects for racial equity and justice concerns. If FEMA determines that a proposed project would have a disproportionately high and adverse effect on minority or low-income populations, FEMA will consult with recipients and subrecipients to discuss the feasibility of revising the scope of work to avoid these adverse impacts, or otherwise applying mitigation measures to alleviate these effects. In addition, FEMA may work with other recipients and subrecipients to solicit public input on the proposed projects for a more informed decision-making process. To learn more about how FEMA environmental justice responsibilities might affect your project, go to https://www.fema.gov/fact-sheet/executive-order-12898-environmental-justice.

National Incident Management System (NIMS) Implementation

NIMS guides all levels of government, nongovernmental organizations (NGO), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System.

The *NIMS Implementation Objectives for Local, State, Tribal, and Territorial Jurisdictions* clarify the NIMS implementation requirements in FEMA preparedness grant NOFO. As recipients and subrecipients of federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives. The objectives can be found on the NIMS webpage at https://www.fema.gov/emergency-managers/nims/implementation-training.

Emergency management and incident response activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies) to meet incident needs. NIMS defines a national, interoperable approach for sharing resources, coordinating, and managing incidents, and communicating information. Incident management refers to how incidents are managed across all homeland security activities, including prevention, protection, mitigation, response, and recovery. Utilization of the standardized resource management concepts such as typing, credentialing, and inventorying promote a strong national mutual aid capability needed to support the delivery of core capabilities. Additional information on resource management, NIMS resource typing definitions, job titles, and position qualifications is available at https://www.fema.gov/emergency-managers/nims/components. Please also see the individual program appendices in this Manual for additional requirements regarding NIMS implementation for specific programs.

FEMA developed the *NIMS Guideline for the National Qualification System* to describe national credentialing standards and to provide written guidance regarding the use of those standards. This guideline describes credentialing and typing processes and identifies tools that Federal Emergency Response Officials and emergency managers at all levels of government may use both routinely and to facilitate multijurisdictional coordinated responses.

Although state (including territorial), local, tribal, and private sector partners (including nongovernmental organizations) are not required to credential their personnel in accordance with these guidelines, FEMA strongly encourages them to do so to leverage the federal investment in the Federal Information Processing Standards 201 infrastructure and to facilitate interoperability for personnel deployed outside their home jurisdiction.

Additional information about NIMS in general is available on FEMA's website at https://www.fema.gov/emergency-managers/nims.

The National Qualification System doctrine promotes interoperability by establishing a common language for defining job titles and by enabling jurisdictions and organizations to plan for, request, and have

confidence in the capabilities of personnel deployed for disasters and emergencies from other entities through mutual aid agreements and compacts. Following the concepts and processes in this Guideline will enhance national preparedness by expanding the network of qualified incident management and support personnel who can be deployed nationwide.

Additional information about NIMS implementation is available at https://www.fema.gov/emergency-managers/nims/implementation-training.

FirstNet

The Middle-Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, as amended (codified in part at 47 U.S.C. §§ 1401-1473) established the First Responder Network Authority (hereinafter FirstNet Authority) as an independent authority within the National Telecommunications and Information Administration (NTIA). 47 U.S.C. § 1424(a). The FirstNet Authority's statutory mission is to establish a nationwide public safety broadband network (FirstNet). 47 U.S.C. § 1426(b). FirstNet uses the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities. 47 U.S.C. §§ 1401(2), 1421(a). FirstNet became operational in March 2018 and is based on a single, national network architecture that evolves with technological advances and consists of a physically separate evolved packet core (EPC) network and radio access networks (RANs).

FirstNet provides public safety entities with mission-critical broadband data capabilities and services including, but not limited to messaging, image sharing, video streaming, group text, voice, data storage, application, location-based services, and Quality of Service, Priority, and Preemption. Public safety entities seeking to enhance their operational capabilities using broadband technology may seek grant funding from appropriate programs to support the following:

- Planning for integration of information technology (IT) infrastructure, software, and site upgrades necessary to connect to FirstNet
- Handheld broadband devices including smartphones, feature phones, tablets, wearables, push-to-talk (PTT) devices
- Vehicle-mounted or otherwise field operated data devices, such as ruggedized laptops
- Network access devices, including portable Wi-Fi devices, Universal Serial Bus (USB) modems/dongles, trunk-mounted modems, routers
- Customer-Owned and Managed (COAM) broadband deployable equipment, enabling public safety to own and dispatch coverage expansion or capacity enhancement equipment within their jurisdiction
- Broadband device accessories that enable efficient and safe public safety operations such as headsets, belt clips, earpieces, remote Bluetooth sensors, ruggedized cases
- Subscriber Identification Modules (SIMs)/Universal Integrated Circuit Cards (UICCs) to allow public safety users to update existing devices to operate on public safety prioritized services.
- One-time purchase and subscription-based applications for public safety use which could include, among several other options, enterprise mobility management (EMM), mobile device management (MDM), mobile Virtual Private Network (VPN), identity services, or cloud service tools

As FirstNet is built out in all 56 states and territories, and coverage and capacity for first responders expands, recipients are strongly encouraged to coordinate with the Statewide Interoperability Coordinator (SWIC) and FirstNet on the planning, deployment timelines, and operational availability of the network deployment within a specific state or territory, and to ensure that project does not conflict with network planning efforts and complies with all technical requirements. FirstNet requires participating agencies to demonstrate a subscription to public safety-prioritized broadband services to purchase FirstNet broadband

devices or applications. Recipients must coordinate with FirstNet in advance of any strategic acquisition of broadband LTE equipment to ensure that purchases adhere to all applicable standards for public safety entities. Recipients with questions on FirstNet should contact info@firstnet.gov. Please also refer to the most recent SAFECOM Guidance on Emergency Communications Grants for additional guidance.

SAFECOM Guidance Compliance

All entities using preparedness grant funding to support emergency communications investments are required to comply with the SAFECOM Guidance on Emergency Communications Grants (SAFECOM Guidance). The SAFECOM Guidance provides current information on emergency communications policies, eligible costs, best practices, and technical standards for SLTT recipients investing federal funds in emergency communications projects. It is also designed to promote and align with the National Emergency Communications Plan (NECP). Conformance with the SAFECOM Guidance helps ensure that federally funded investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications. Applicants should use the SAFECOM Guidance during planning, development, and implementation of emergency communications projects and in conjunction with other planning documents (e.g., SCIPs). Specifically, Appendix D of the SAFECOM Guidance contains compliance instructions for FEMA grant recipients.

Emergency communications investments also will be reviewed jointly by FEMA and the Cybersecurity and Infrastructure Security Agency (CISA) to verify compliance with SAFECOM Guidance. FEMA will coordinate directly with the recipient on any compliance concerns and will provide technical assistance as necessary to help ensure full compliance.

Post-Award Management and Implementation

Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

Consultants or contractors are not permitted to be the AOR or the SA of the recipient. The AOR, as the Authorized Official for the award, is responsible for submitting programmatic and financial performance reports, accepting award packages, signing assurances and certifications, and submitting award amendments.

Federal Financial Reporting Requirements

Federal Financial Report (FFR)

Recipients must report obligations and expenditures to FEMA on a quarterly basis through the FFR form (SF-425). Recipients may review the FFR Form (SF-425) at https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1. Recipients must file the FFR electronically using the Payment and Reporting Systems (PARS).

Financial Reporting Periods and Due Dates

An FFR must be submitted quarterly throughout the period of performance (POP), including partial calendar quarters, as well as in periods where no grant award activity occurs. The final FFR is due within 120 days after the end of the POP. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate a lack of progress, or are insufficient in detail.

Except for the final FFR due at 120 days after the end of the POP for purposes of closeout, the following reporting periods and due dates apply for the FFR:

FFR Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

Because of a system limitation, if at the end of the POP a recipient still has funds to draw down, PARS requires an FFR be submitted within 30 days of the end of the POP in order to access those funds. In that case, the recipient will need to submit an FFR within 30 days of the end of the POP in addition to the final FFR within 120 days of the end of the POP. All other recipients who do not need to draw down funds after the end of the POP are only required to submit the final FFR within 120 days after the end of the POP.

Program Performance Reporting Requirements

Performance Progress Report (PPR)

Recipients are responsible for providing updated performance reports on a biannual basis as an attachment in ND Grants. The PPR should include the following:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and
- A description of any potential issues that may affect project completion

Note: This requirement does NOT apply to the EMPG Program, which has different performance reporting requirements. These are described in the EMPG Program Appendix in this Manual.

Program Performance Reporting Periods and Due Dates
The following reporting periods and due dates apply for the PPR:

Reporting Period	Report Due Date
January 1 – June 30	July 30
July 1 – December 31	January 30

Additional Programmatic Reporting Requirements and Information

Biannual Strategy Implementation Report (BSIR)[2]
In addition to the quarterly financial and biannual performance progress reports, recipients are responsible for completing and submitting BSIRs through the Grants Reporting Tool (GRT). The BSIR is due within 30 days after the end of the reporting period: July 30 for the reporting period of January 1 through June 30 (summer BSIR report); and January 30 for the reporting period of July 1 through December 31 (winter BSIR report). All required attributes of each project must be included. Updated obligations, expenditures, and significant developments must be provided within the BSIR to show the progress of implementation for every project as well as how expenditures support Planning, Organization, Equipment, Training, and Exercises (POETE). The first BSIR will be due by January 30, or 30 days after the end of the first reporting period of the award. Subsequent BSIR reports will require recipients to report on a project-by-project basis.

Recipients also are responsible for completing and submitting a closeout BSIR. When an award's POP or the liquidation period ends in the middle of a reporting period, a "regular" BSIR must be submitted with full accounting of actual project information/expenditures before a Closeout BSIR can be created/ submitted. The last "regular" BSIR is required because the Closeout BSIR does NOT contain full functionality to edit any project information/expenditures. Once the last "regular" BSIR is approved by GPD, the Closeout BSIR can be created/submitted. Please contact your HQ Preparedness Officer for guidance on the information required for the Closeout BSIR.

Closeout Reporting Requirements

Within 120 days after the end of the POP for the prime award or after an amendment has been issued to close out an award before the original POP ends, whichever occurs first, recipients must liquidate all financial obligations and submit the following documentation in ND Grants:

1. The final request for payment, if applicable;
2. The final FFR (SF-425);
3. The final PPR;

[2] BSIR requirements are applicable to the following grant programs: HSGP (SHSP, UASI, and OPSG), THSGP, EMPG, and NSGP.

4. A qualitative narrative summary of the impact of those accomplishments throughout the entire POP submitted to the respective FEMA Preparedness Officer; and
5. Other documents required by program guidance, NOFOs, appendices to this Manual, terms and conditions of the award, or other FEMA guidance.

In addition, any recipient that issues subawards to any subrecipient is responsible for closing out those subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 days of the subaward POP end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of their prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the POP as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the award records for at least three years from the date of the final FFR. The record retention period may be longer than three years due to an audit, litigation, for equipment or real property used beyond the period of performance or other circumstances outlined in 2 C.F.R. § 200.334.

Recipients are responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and **if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding**. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, the relevant program NOFO, this Manual, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the POP end date. Additionally, if the recipient does not submit all required reports within one year of the POP end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the three-year record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

Disclosing Information per 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- Are presently excluded or disqualified;
- Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

Reporting of Matters Related to Recipient Integrity and Performance

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10 million for any period of time during the POP of an award under these funding opportunities.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

Single Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000.00 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as a "single audit" report.

The audit must be performed in accordance with the requirements of the U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f.

Additional Information

Monitoring and Oversight

Overview

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems in order to evaluate award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s), verify that projects undertaken are consistent with approved plans, and ensure that recipients make adequate progress towards stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to accounting of receipts and expenditures, cash management, maintaining adequate financial

records, reporting, and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

Financial Monitoring Overview and Approach

FEMA's approach to financial monitoring provides a standard monitoring framework that promotes consistent processes across all monitoring staff. There are four core components of the monitoring process:

1. **Monitoring Assessment:** Monitoring staff measure each grant's monitoring needs using a system of pre-determined evaluation criteria. The criteria help assess the recipient and potential challenges to the success of the grant award.

2. **Monitoring Selection and Scheduling:** Monitoring staff make selection and scheduling decisions in accordance with applicable statutory requirements, such as the *Homeland Security Act of 2002*, as amended (hereafter "HSA"), and consider the results of the monitoring assessment process.

3. **Monitoring Activities:** Monitoring activities include cash analysis, desk reviews, and site visits. Grants Management Specialists are responsible for conducting quarterly or semi-annual reviews of all grants via cash analysis. Desk reviews and site visits are additional monitoring activities conducted on grants where the monitoring assessment process identified the need for additional monitoring and validated the use of FEMA resources for these activities.

4. **Post-Monitoring Actions:** Monitoring staff may follow up with recipients via post-monitoring actions based on the outcomes of monitoring activities. Post-monitoring actions include conducting additional monitoring; reviewing Corrective Action Plans (CAP) and monitoring the progress of CAP deliverables; documenting the resolution of identified corrective actions and issues; providing technical assistance and recipient training; and debt collection.

In addition to the monitoring guidance outlined above, section 2022(a)(2)(A) of the HSA mandates the frequency of monitoring activities for applicable preparedness grants. The applicable section of the HSA reads as follows:

> *Not less than once every 2 years, the Administrator shall conduct, for each state and high-risk urban area receiving a grant administered by the Department, a programmatic and financial review of all grants awarded by the Department to prevent, prepare for, protect against, or respond to natural disasters, acts of terrorism, or other man-made disasters, excluding assistance provided under section 203, title IV, or title V of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5133, 5170 et seq., and 5191 et seq.).*

The following preparedness grant programs covered by this Manual are subject to HSA monitoring requirements:

- HSGP
  - SHSP
  - UASI
  - OPSG
- NSGP
- TSGP

- PSGP
- EMPG Program

Standard Monitoring Activity: Cash Analysis

Through cash analysis, a Grants Management Specialist assesses and reports on the recipients' cash-on-hand, expenditures, and unliquidated obligations; gauges potential cost share shortfalls; cash on hand issues; and spend down activities within the POP. The analysis reconciles and compares grant disbursement records with the recipient submitted FFR. This process identifies recipients that may require additional monitoring due to issues identified with drawdowns or FFR submissions.

Enhanced Monitoring Activities: Desk Review, Site Visit

Desk reviews and site visits are two forms of additional monitoring that FEMA conducts on a recipient. Table 1 defines the key differences and similarities.

Table 1 - Enhanced Financial Monitoring Activities (Desk Review and Site Visit)

Attribute	Desk Review	Site Visit
Location/ Logistics	A detailed, paper-based review and evaluation conducted at a FEMA office. Desk reviews do not require travel.	A visit by FEMA grants management staff conducted at the site of the recipient's operations and/or selected performance sites. Site visits may require travel.
Materials Reviewed	Required reports, correspondence, and other documentation, including policies and procedures, to substantiate compliance. Additional documentation available remotely may include information available through the grant file, financial reports, interviews, and other documentation and correspondence to verify compliance.	Includes documents listed under the desk review in addition to all applicable documents and required reports necessary to assess recipient capability and progress, validate records, and substantiate compliance with laws, regulations, and policies.
Goal of Monitoring Activity	The goals of FEMA's financial desk review monitoring activities are, as applicable, to: • Review grant files to verify compliance, conduct interviews to confirm adherence to approved program plans, and confirm equipment acquisition, allowable use, and inventory controls; • Document that recipient institutions possess adequate internal controls, policies, processes, and systems to manage FEMA grants effectively; • Assist the recipient with the grant process and provide guidance to improve recipient administrative efficiencies; • Identify and analyze relevant	The goals of FEMA's financial site visit monitoring activities are, as applicable, to: • Review grant files to verify compliance, conduct interviews to confirm adherence to approved program plans, and confirm equipment acquisition, allowable use, and inventory controls; • Document that recipient institutions possess adequate internal controls, policies, processes, and systems to manage FEMA grants effectively; • Assist the recipient with the grant process and provide guidance to improve recipient administrative efficiencies; • Identify and analyze relevant problems that might prevent the program from achieving its

Attribute	Desk Review	Site Visit
	problems that might prevent the program from achieving its internal and external objectives; and • Provide technical assistance.	internal and external objectives; and • Provide technical assistance.

Programmatic Monitoring Overview and Approach

Programmatic monitoring involves oversight throughout the award lifecycle in order for FEMA to verify that programs and projects undertaken by recipients are consistent with approved plans and comply with applicable laws, regulations, program guidance, and the terms and conditions of the award.

FEMA's monitoring approach complies with the monitoring requirements described in section 2022 of the HSA. Programmatic monitoring also plays an important role in ensuring that FEMA preparedness grant funding builds and sustains capabilities at the SLTT levels that advance the National Preparedness Goal. Programmatic monitoring also is an opportunity for FEMA staff to build relationships with recipients and to work collaboratively to identify and mitigate factors that may impede programmatic performance.

Programs covered by this Manual that are included in the programmatic monitoring approach are listed below, including the programs subject to section 2022 of the HSA and three additional programs (THSGP, IPR, and IBSGP):

- HSGP
  - SHSP
  - UASI
  - OPSG
- NPSG
- THSGP
- TSGP
- IPR
- IBSGP
- PSGP
- EMPG Program

FEMA uses a risk- and project-based programmatic monitoring framework for its preparedness grant programs that is designed for data-driven grants management, and which interacts seamlessly with other aspects of the grant lifecycle. FEMA uses monitoring as a vehicle to validate data previously self-reported by recipients in applications and reporting tools. FEMA does not utilize monitoring as a data collection tool in and of itself. By specializing monitoring in this way, FEMA avoids duplicative data collection, targets its resources more effectively, and provides stronger and more proactive technical assistance to its recipients. The framework also comprehensively documents grant management decisions for resource allocation.

This programmatic monitoring approach establishes baseline monitoring of all open awards across the FEMA preparedness grant portfolio using a First Line Review (FLR). The FLR identifies recipients and awards with a high potential for noncompliance with regulations or failure to meet project objectives. The FLR uses quantifiable measures (criteria) to prioritize and rank recipients and awards according to identified risks that threaten the success of FEMA's preparedness grant awards. Results of this prioritization process determine which high-risk recipients and awards will receive advanced monitoring.

Post-monitoring actions document and communicate findings and recommendations for resolution to the recipients and FEMA leadership and allow for increasingly cohesive programmatic and financial monitoring processes.

Case Studies and Use of Grant-Funded Resources During Real-World Incident Operations

Analyzing the use of grant-funded investments in real-world incidents will improve the ability of FEMA and its SLTT partners to assess the effectiveness of these investments and to better understand how grant funds support improvements in nationwide capability levels. Currently, FEMA conducts case studies with a limited number of grant recipients each year to explore how jurisdictions prioritize grant investments based on risk and capability assessments, and the ways specific investments improve SLTT preparedness (https://www.fema.gov/grants/preparedness/about/case-studies). By accepting the award, the recipient agrees to participate in a case study or evaluation if requested.

Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under the respective program's NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

1. ***Noncompliance.*** If an applicant fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance.
2. ***With the Consent of the Recipient.*** FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.
3. ***Notification by the Recipient.*** The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

Period of Performance (POP) Extensions

Extensions to the POP for programs addressed in this Manual are allowed under limited circumstances. Extensions to the initial POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Preparedness Officer or Program Manager and must contain specific

and compelling justifications as to why an extension is required. Recipients are advised to coordinate with their FEMA Preparedness Officer or Program Manager as needed when preparing an extension request.

All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. Reason for the delay–including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
3. Current status of the activity(ies);
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and, if applicable, non-federal;
7. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 120 days prior to the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than a six-month period. Recipients are advised to coordinate with their FEMA Preparedness Officer or Program Manager as needed when preparing an extension request.

Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Preparedness grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards, and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach, and safety campaigns, provided that the project aligns with the applicable NOFO, this Manual, the applicable appendix to this Manual, and the terms and conditions of the award. For specific guidelines on funding a disability inclusive project, please refer to the program-specific appendix in this Manual.

Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in the applicable NOFO, this Manual, and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal or SLTT statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Preparedness Officer or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the

recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant, as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the PDAT Field Manual and Contract Provisions Guide. Additional resources, including an upcoming trainings schedule, can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327**. Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, § 200.322 regarding domestic preferences for procurements, § 200.323 regarding procurement of recovered materials, and § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and § 200.320.

Important Changes to Procurement Standards in 2 C.F.R Part 200

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: OMB Revisions Fact Sheet.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods,

which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from 48 C.F.R. Part 2, Subpart 2.1).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as *FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services* (May 10, 2022), the relevant program NOFO, and this Manual regarding prohibitions on covered telecommunications equipment or services.

Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements in order to ensure objective contractor performance and eliminate unfair competitive advantages. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. § 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

General Services Administration Schedules

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education), may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

Other Supply Schedules and Programs

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Preparedness Officer or Program Manager.

Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

Additional information on required procurement records can be found on pages 24-26 of the PDAT Field Manual.

Records Retention

Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the recipient is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents **were not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;
- Purchase orders;
- Contracts;
- Invoices; and
- Canceled checks.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

Actions to Address Noncompliance

Non-federal entities receiving financial assistance from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, policies, and this Manual. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the relevant NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. *See* 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, the requirement to retain records, how the amount can be paid, and the consequences, including billing and collection, for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for the preparedness grant programs:

- Insufficient documentation and lack of record retention;

- Failure to follow the procurement under grants requirements;
- Failure to submit closeout documents in a timely manner;
- Failure to follow EHP requirements; and
- Failure to comply with the POP deadline.

Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see the section in this Manual titled "Single Audit Report."

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. *See* 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, the recipient must complete the SF-1199A, Direct Deposit Form.

FEMA utilizes the Payment and Reporting System (PARS) for financial reporting, invoicing and tracking payments. For additional information, refer to https://isource.fema.gov/sf269/execute/LogIn?sawContentMessage=true.

National Campaigns and Programs

Preparedness grant funding can generally be used to support the following campaigns and programs that have been developed by or in partnership with DHS or FEMA.

FEMA Strategic Plan

The 2022-2026 FEMA Strategic Plan outlines a bold vision and three ambitious goals designed to address key challenges the agency faces during a pivotal moment in the field of emergency management. Wide-ranging and long-term, the goals defined in the plan respond to the changing landscape in which we find ourselves. The goals to meet this challenge are:

- **Goal 1 - Instill Equity as a Foundation of Emergency Management:** disasters impact people and communities differently. Every disaster occurs within a unique context based on a community's geographic, demographic, political, historical, and cultural characteristics. These unique contexts require **tailored solutions that are designed to meet their unique needs**;
- **Goal 2 - Lead Whole of Community in Climate Resilience:** climate change represents a profound crisis for the nation, making natural disasters more frequent, more intense, and more destructive. The growing severity of disasters increases the time it takes for communities to recover – a process that can be further complicated by repeat events in areas already struggling to bounce back. These cascading and compounding impacts, propelled by climate change, pose the greatest risk to our communal and nationwide resilience; and
- **Goal 3 - Promote and Sustain a Ready FEMA and Prepared Nation:** the increase in frequency, severity, and complexity of emergency, disaster, and fire incidents has heightened demands on FEMA and on the larger emergency management community. FEMA must expand its approach to agency readiness and to national preparedness. The only way to achieve this is to increase the nation's overall emergency management capabilities at all levels of government, as well as the private sector, the nonprofit sector, and among individuals.

These goals position FEMA to address the increasing range and complexity of disasters, support the diversity of communities we serve, and complement the nation's growing expectations of the emergency management community. All preparedness grant program recipients are encouraged to review the 2022-2026 FEMA Strategic Plan and consider how FY 2022 grant funding can be used to support the Plan's goals and objectives of equity, climate resilience, and readiness as they apply to an entity's specific needs and the needs of the whole community. We invite all stakeholders and partners to also adopt these priorities and join us in building a more prepared and resilient nation.

Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs;
- Businesses;

- Faith-based and community organizations;
- Nonprofit groups;
- Schools and academia;
- Media outlets; and
- All levels of government, including state, local, tribal, territorial, and federal partners.

The phrase "Whole Community" often appears repeatedly in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents; and
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

Additional information on incorporating whole community preparedness is available in the relevant program-specific appendix to this Manual, as applicable.

Active Shooter Preparedness

DHS aims to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. To that end, DHS has developed a comprehensive Active Shooter Preparedness website, which includes informational resources, available at https://www.cisa.gov/active-shooter-preparedness.

An additional resource, the Joint DHS and Federal Bureau of Investigation (FBI) Countering Violent Extremism (CVE) and Active Shooter Web Portal is located within the Homeland Security Information Network (HSIN). The portal provides a restricted-access forum to share Unclassified, For Official Use Only (FOUO), Sensitive but Unclassified (SBU), and Law Enforcement Sensitive (LES) information. The portal provides users and training practitioners with accurate, appropriate, and relevant CVE and Active Shooter training development resources, subject-matter expert information, and outreach initiatives. It also has forums to provide feedback, products useful to others, and allows participants to ask questions concerning CVE or the Active Shooter Program. Persons with a job-related duty, public service interest, or who support a CVE and/or Active Shooter program can request access to this Portal. Additional information can be found at: https://www.dhs.gov/cveas-portal#.

States and high-risk urban areas are encouraged to review the referenced active shooter guidance, evaluate their preparedness needs, and consider applying for funding to address any needs identified in this area (please see the most current NOFO for allowable costs). To address training needs associated with active shooter incidents, FEMA's Emergency Management Institute provides a free, web-based training course entitled *IS-907: Active Shooter: What You Can Do*, available at the following website: https://training.fema.gov/is/courseoverview.aspx?code=is-907.

Soft Targets and Crowded Places

There are continued and growing threats facing Soft Targets and Crowded Places (ST-CP) throughout the nation. ST-CPs are those locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place. These locations are vulnerable to attack using simple tactics and readily accessible weapons such as small arms, edged weapons, vehicles, improvised explosive devices, and unmanned aircraft systems. ST-CPs can include places such as town centers, shopping malls, open-air venues, outside hard targets/venues perimeters, and other places of meeting and gathering. DHS is committed to reducing the risk of attacks against ST-CPs and the impact of attacks if they do occur. However, the protection and security of ST-

CPs is a shared responsibility among whole community partners including the public, ST-CP owners and operators, security industry partners, the Federal Government, and SLTT government partners. States, territories, high-risk urban areas, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs of ST-CPs, understanding the unique challenges related to protecting locations that are open to the public. States, territories, high-risk urban areas, and public and private sector partners are also encouraged to use resources to instill a culture of awareness, vigilance, and preparedness. For more information and additional resources, please see the DHS's Hometown Security Program.

Community Lifelines

FEMA created Community Lifelines to reframe incident information, understand and communicate incident impacts using plain language, and promote unity of effort across the whole community to prioritize efforts to stabilize the lifelines during incident response. Although lifelines were developed to support response planning and operations, the concept can be applied across the entire preparedness cycle. Efforts to protect lifelines, prevent and mitigate potential impacts to them, and build back stronger and smarter during recovery will drive overall resilience of the nation. Applying the lifelines construct allows decision-makers to:

- Prioritize, sequence, and focus response efforts towards maintaining or restoring the most critical services and infrastructure;
- Utilize a common lexicon to facilitate unity of purpose among all stakeholders;
- Promote a response that facilitates unity of purpose and better communication among the whole community (federal, state, tribal, territorial, and local governments, and private sector and non-governmental entities); and
- Clarify which components of the disaster are complex (multifaceted) or complicated (difficult), requiring cross-sector coordination.

Lifelines are used to:

- Enhance the ability to gain, maintain, and communicate situational awareness for the whole community in responding to disasters;
- Analyze impacts to the various lifelines and develop priority focus areas for each operational period during response;
- Identify and communicate complex interdependencies to identify major limiting factors hindering stabilization; and
- Update the National Response Framework to reflect use of lifelines in response planning.

Lifelines include opportunities to:

- Enable a true unity of effort between government, non-governmental organizations, and the private sector, including infrastructure owners and operators;
- Integrate preparedness efforts, existing plans, and identify unmet needs to better anticipate response requirements; and
- Refine reporting sources and products to enhance situational awareness, best determine capability gaps, and demonstrate progress towards stabilization.

For more information on lifelines, please visit FEMA's Community Lifelines Page and Implementation Toolkit.

Strategic Framework for Countering Terrorism and Targeted Violence

The United States faces increasingly complex threats from terrorism and targeted violence. Both continue to pose a grave threat in ways that have evolved dramatically in the nearly two decades since the 9/11 attacks. Although foreign terrorist organizations remain intent on striking our Homeland, we also face a growing threat from domestic actors. Combating terrorism and targeted violence requires the combined efforts of DHS, our federal and SLTT government partners, and civil society.

To address these threats, in September 2019 DHS adopted the DHS Strategic Framework for Countering Terrorism and Targeted Violence which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today. DHS has also now finalized a corresponding Public Action Plan. Preparedness grant recipients are encouraged to familiarize themselves with these documents and consider adopting the concepts, principals, and goals they outline.

Countering Violent Extremism (CVE) Training

Per FEMA Grant Programs Directorate Information Bulletin 432, *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on July 19, 2018, states, territories, tribal entities, and high-risk urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, tribal, or high-risk urban area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan.

FEMA will conduct periodic reviews of all state, territory, and high-risk urban area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, the costs will be disallowed.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, State Administrative Agencies, and TPOCs are encouraged to review the National Training and Education Division Training Resource and Development Center website at First Responder Training Resource and Development Center.

All training, presentations, and speakers regarding CVE must be consistent with DHS and U.S. Government policy, in particular by avoiding the use of hostile, stereotypical, or factually inaccurate information about Muslims and Islam or any community, and by emphasizing the importance of community engagement and interaction to promote communities as part of the solution rather than the problem needing solution.

Foreign terrorist groups and individual terrorist thought leaders are seeking to recruit or inspire Westerners to carry out attacks against western and U.S. targets. They seek to recruit and/or inspire individuals living in communities with the U.S. via, but not limited to, print, video, and social media, as well as through personal interaction. But we also know that violent extremism is not a phenomenon restricted solely to one community and that any effort to counter violent extremism must be applicable to **all** ideologically motivated violence. Efforts to provide information and training regarding CVE should emphasize the *strength of local communities* approach. The following are examples that demonstrate the integration of community engagement and CVE that reflect the *strength of local communities* approach:

- Training objectives should be clearly defined to meet specific CVE goals, such as community engagement, cultural awareness, community-based policing, etc.;
- Engaging diverse American communities around CVE may require working with local grassroots community organizations to develop engagement and outreach initiatives;
- Training programs should be sensitive to Constitutional values, such as protecting fundamental civil rights and civil liberties, and eschew notions of racial and ethnic profiling;
- It may be necessary to conduct vetting procedures for self-selected CVE training experts who offer programs that may claim to address CVE, but serve to demonize certain individuals or whole cross sections of a community;
- Training programs must ensure that the clearly defined objectives are in line with DHS strategies to counter violent extremism;
- It may be necessary to provide a review process to determine if CVE training focuses on community engagement and outreach;
- Support may be needed for law enforcement to increase knowledge, skills, and abilities to increase engagement techniques with diverse American communities; and
- Cultural awareness courses of diverse American communities may be necessary to ensure stakeholders are taught to work with communities and build trust, rather than feed existing misconceptions and stereotypes of people, culture, or religion.

Program Appendix A:
Homeland Security Grant Program (HSGP)

As a reminder, while this appendix contains HSGP-specific information and requirements, the main content of this Manual (non-appendix information) contains important information relevant to **all** preparedness grant programs, including the HSGP. Please be sure to read the main content of this Manual in addition to the program-specific appendices.

Alignment of HSGP to the National Preparedness System

The Nation uses the National Preparedness System to build, sustain, and deliver core capabilities to achieve the National Preparedness Goal (the Goal). Recipients will use the National Preparedness System to support their efforts to build, sustain, and deliver these core capabilities. The components of the National Preparedness System are Identifying and Assessing Risk, Estimating Capability Requirements, Building and Sustaining Capabilities, Planning to Deliver Capabilities, Validating Capabilities, and Reviewing and Updating. Additional information on the National Preparedness System is available at http://www.fema.gov/national-preparedness-system.

As the National Preparedness System matures, we are getting better data on our capabilities as a Nation that can be used to drive our focus and our resources at all levels. States and territories provide annual data on their proficiency across 32 core capabilities through the Threat and Hazard Identification and Risk Assessment (THIRA), Stakeholder Preparedness Review (SPR), exercise and real world after-action reports, and other preparedness data. This data feeds into the National Preparedness Report and forms a shared national picture of needs relative to capability gaps—including what threats and hazards are posing the greatest risks, and what core capabilities are most in need of improvement or sustainment. Communities and federal agencies alike use this data to prioritize, synchronize, and guide programs and activities to build and sustain capabilities. Analytic results help shape prioritization decisions at FEMA and across the nation to make sure we are focusing our time and our resources in the right areas.

The HSGP provides financial support to state, local, tribal, and territorial (SLTT) jurisdictions to help them build, sustain, and deliver core capabilities identified in the Goal. A key focus and requirement of the HSGP is to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States, including risks along the Nation's borders. When applicable, funding should support deployable assets that can be used anywhere in the Nation through automatic assistance and mutual aid agreements, including, but not limited to, the Emergency Management Assistance Compact (EMAC).

The HSGP supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism;
- Protect citizens, residents, visitors, and assets against the threats that pose the greatest risk to the security of the United States;
- Mitigate the loss of life and property by lessening the impact of future catastrophic events;
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or
- Recover through a focus on the timely restoration, strengthening, accessibility, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural,

historic, and environmental fabric of communities affected by a catastrophic incident, and do so in a manner that engages the whole community while ensuring the protection of civil rights.

HSGP Funding Guidelines

Recipients must comply with all the requirements in 2 C.F.R. Part 200 (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*). In general, recipients should consult with their FEMA HQ Preparedness Officer prior to making any investment that does not clearly meet the allowable expense criteria. Funding guidelines established within this section support the five mission areas—Prevention, Protection, Mitigation, Response, and Recovery—and associated core capabilities within the Goal. Allowable investments made in support of the national priorities, as well as other capability-enhancing projects must have a nexus to terrorism preparedness and fall into the categories of planning, organization, exercises, training, or equipment, aligned to closing capability gaps or sustaining capabilities identified in the THIRA/SPR. Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment. FEMA encourages recipients to provide the results of that analysis to FEMA.

Multiple Purpose or Dual-Use of Funds

For both the State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI), many activities that support the achievement of core capabilities related to the national priorities and terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, all SHSP- and UASI-funded projects must assist recipients and subrecipients in achieving core capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism per section 2008(c) of the *Homeland Security Act of 2002* (6 U.S.C. § 609(c)).

Planning (SHSP and UASI)

SHSP and UASI funds may be used for a range of emergency preparedness and management planning activities, such as those associated with the development, review, and revision of the THIRA, SPR, continuity plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) that conforms to the guidelines outlined in Comprehensive Preparedness Guide (CPG) 101 v2. Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related Cybersecurity and Infrastructure Security Agency (CISA) resources.

Additionally, SHSP and UASI funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

Organization (SHSP and UASI)

States and high-risk urban areas must justify proposed expenditures of SHSP or UASI funds to support organization activities within their Investment Justification (IJ) submission. Organizational activities include:

- Program management;
- Development of whole community partnerships, through groups such as Citizen Corp Councils;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives to address ideologically inspired radicalization to violence in the homeland;

- Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
- Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act (PRICE Act)*, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), SHSP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by SHSP or UASI funding. *See* 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
    - Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
    - Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.
- All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the State Administrative Agency (SAA) and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request; and
- Migrating online services to the ".gov" internet domain.

All SAAs are allowed to use up to 50% of their SHSP funding, and all high-risk urban areas are allowed to use up to 50% of their UASI funding, for personnel costs per 6 U.S.C. § 609(b)(2)(A). Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, intelligence analysts, and Statewide Interoperability Coordinators (SWICs).

At the request of a recipient, the FEMA Administrator (or their designee) may grant a waiver of this 50% limitation under 6 U.S.C. § 609(b)(2)(B). Requests for waivers to the personnel cap must be submitted by the authorized representative of the SAA to FEMA in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount.

Please see Information Bulletin (IB) 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public L. No. 110–412 – the PRICE Act), dated October 30, 2019, for additional information on the waiver request process.

Organizational activities under SHSP and UASI include:

Operational Overtime Costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP recipients are urged to consider using grant funding to support soft target preparedness activities. SHSP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited in the table below, but this table is not exhaustive. FEMA retains the discretion to approve other types of requests that do not fit within one of the categories of the table.

Table 2 - Authorized Operational Overtime Categories

	Category	Description
1	**National Terrorism Advisory System (NTAS)**	Security measures in response to an increase in the threat level under the NTAS to an "elevated" or "imminent" alert status. FEMA Information Bulletin No. 367, Impact of National Terrorism Advisory System on Homeland Security Grant Programs, remains applicable; therefore, advance authorization from FEMA is not required. Refer to https://www.dhs.gov/topic/ntas for additional information on the NTAS.
2	**National Security Special Event (NSSE)**	Security measures for a designated NSSE. NSSEs are events of national or international significance deemed by DHS to be a potential target for terrorism or other criminal activity.
3	**Special Event Assessment Rating (SEAR) Level 1 through Level 4 Events**	Security measures required for SEAR Level 1 through Level 4 events as designated by DHS and included in the DHS National Special Events List, as defined below: • SEAR 1: A significant event with national and/or international importance that may require extensive federal interagency support. • SEAR 2: A significant event with national and/or international importance that may require some level of federal interagency support. • SEAR 3: An event of national and/or international importance that requires only limited federal support. • SEAR 4: An event with limited national importance that is managed at state and local level. NOTE: In cases where a threat of terrorism can be associated with a SEAR Level 5 event, the event planners should coordinate with their state or territory Homeland Security Advisor to seek re-adjudication of the SEAR rating. Operational overtime for security measures associated with such events will be considered for approval by FEMA if re-adjudication results in a SEAR 1 through 4 rating.
4	**States of Emergency**	Declarations of states of emergency by the Governor associated with a terrorism-related threat or incident. This excludes Presidentially declared major disasters or emergencies where federal funding support for the proposed grant-funded activity is made available through the FEMA Public Assistance program or other federal disaster grants.

	Category	Description
5	**National Critical Infrastructure Prioritization Program (NCIPP)**	Protection of Level 1 and Level 2 facilities identified through DHS's NCIPP based on a terrorism-related threat to critical infrastructure.
6	**Directed Transit Patrols**	Targeted security patrols in airports and major transit hubs based on a terrorism-related threat to transportation systems.
7	**Other Related Personnel Overtime Costs**	Overtime costs may be authorized for personnel assigned to directly support any of the security activities relating to the categories above. Examples include firefighters and emergency medical services personnel; public works employees who may be responsible for installing protective barriers and fencing; public safety personnel assigned to assist with event access and crowd control; emergency communications specialists; backfill and overtime for staffing state or major urban area fusion centers; state Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (note: consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package); contract security services for critical infrastructure sites; participation in Regional Resiliency Assessment Program activities, increased border security activities in coordination with USBP, etc.
8	**Operational Support to a Federal Agency**	Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities related to homeland security/terrorism preparedness and specifically requested by a federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible activities, including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the *Maritime Transportation Security Act of 2002*), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. In addition, reimbursement for operational overtime law enforcement activities related to combating transnational crime organizations in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism is an allowable expense under SHSP and UASI on a case-by-case basis. Grant funding can only be used in proportion to the federal man-hour estimate and only after funding for these activities from other federal sources (i.e., FBI JTTF payments to state and local agencies) has been exhausted.

All allowable operational overtime costs are also subject to the administration requirements outlined in the following subsection.

Administration of Operational Overtime Requests

- Except for an elevated NTAS alert, SHSP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Preparedness Officer. FEMA will consider

requests for special event activities up to one year in advance. However such requests must be within the award's current POP and must not result in the need for a request to extend the period of performance. SAAs should contact the Centralized Scheduling and Information Desk (CSID) for Preparedness Officer contact information. CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9a.m. – 5p.m. ET;

- All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed in the table above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat. Request letters sent to FEMA must be UNCLASSIFIED but may be labeled "For Official Use Only." If explaining the threat will require the sharing of classified information, the letter should state that fact. FEMA will then plan for the sharing of classified information through official channels;
- Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity;
- Under no circumstances may FEMA grant funding be used to pay for costs already supported by funding from another federal source;
- States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the Urban Area Working Group (UAWG) and FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area; and
- FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

Personnel Costs. Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but are not limited to training and exercise coordinators, program managers for activities directly associated with SHSP and UASI funded activities, intelligence analysts, and SWICs.

For further details, SAAs should refer to IB #421b, or contact their FEMA Preparedness Officer. HSGP funds may not be used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities. The following definitions apply to personnel costs:

- *Hiring*. State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.
- *Overtime*. These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- *Backfill-Related Overtime*. Also called "Overtime as Backfill," these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.

- *Supplanting*. Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Organization (OPSG)

Personnel Costs

OPSG funds may be used for domestic travel and *per diem*, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities. In addition, allowable costs include supporting up to six-month deployment of law enforcement personnel to critical Southwest Border locations for operational activities (travel costs must be in accordance with applicable travel regulations).

Operational Overtime Costs

OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for enhanced border security. Overtime pay is for increased patrol time for certified public safety officers, along with limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee's designated shift;
- Overtime must be worked to increase patrol capacity and be in support of identified and approved United States Border Patrol (USBP) border security operations;
- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable state and federal regulations;
- All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431; and
- The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Personnel Costs

Up to 50% of an OPSG award may be used to pay for all personnel costs (only to the extent that such expenses are for the allowable activities within the scope of the grant). At the request of a recipient or subrecipient, the FEMA Administrator (or designee) may waive the 50% personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis in accordance with IB 421b. 6 U.S.C. § 609(b)(2). A formal OPSG personnel waiver request should:

- Be on official letterhead, include a written justification, and be signed by the local jurisdiction;
- Include a budget and method of calculation of personnel costs both in the percentage of the grant award and in total dollar amount, reflecting the change in scope or objective to the project;
- Include an approved Operations Order from the USBP Sector office that supports the local jurisdiction's written justification; and
- Be coordinated with the USBP Sector, SAA, and the DHS/Customs and Border Protection (CBP) Office of the Border Patrol (OBP).

Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1). If the cost changes are allowable under the grant, a Fragmentary Order (FRAGO) must be submitted to HSIN to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1). These modifications will be annotated in the annex section of the FRAGO.

OPSG funds may be used to pay additional current part-time law enforcement personnel salaries to bring them to temporary full-time status. OPSG funds may support a Governor's request to activate, deploy, or redeploy specialized National Guard Units/Package and/or elements of state law enforcement serving as friendly forces to increase or augment specialized/technical law enforcement elements' operational activities. Costs associated with backfill for personnel supporting operational activities are allowable.

As with all OPSG personnel costs, OPSG grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Intelligence Support
Per 6 U.S.C. § 609(a), OPSG funds may, as applicable and operationally beneficial, be used to pay salaries and benefits or overtime for personnel to serve as qualified Intelligence Analysts to enable and enhance information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by OPSG funding. Qualified OPSG-funded intelligence analysts can be assigned to an applicable law enforcement facility/intelligence function as long as information/intelligence sharing is maintained. To serve as an OPSG-funded intelligence analyst, personnel must meet at least one of the following criteria:

- Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
- Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

OPSG-funded intelligence analysts must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request.

Temporary or Term Appointments

- Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable;
- OPSG-funded temporary or term appointments may not exceed the approved period of performance:
    - For OPSG purposes, temporary appointments are non-status appointments for less than one year; and
    - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees;
- OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:

    - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
    - To staff operations of limited duration, such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and
    - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
- OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in this Manual and the HSGP Notice of Funding Opportunity (NOFO); and
- FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this Manual and the HSGP NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

Management and Administration

Management and administration (M&A) costs are allowed. Recipients may use a maximum of up to 5% of HSGP funds awarded for their M&A, and any funds retained are to be used solely for M&A purposes associated with the HSGP award. Subrecipients may also retain a maximum of up to 5% of the funding passed through by the state solely for M&A purposes associated with the HSGP award. M&A activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. M&A requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

M&A costs are not operational costs. They are the necessary costs incurred in direct support of the grant or as a consequence of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, responding to official informational requests from state and federal oversight authorities, including completing the Civil Rights Evaluation Tool as required by DHS, and grant performance measurement or evaluation activities.

Recipients or subrecipients may apply or credit M&A funding toward the recipient's requirement to allocate funding toward the National Priority Areas. For example, if a recipient spends $5,000 to manage or administer its funding dedicated toward its protection of soft targets/crowded places investment, the recipient may credit that funding toward its requirement to allocate at least 3% of its award to the protection of soft targets and crowded places National Priority Area.

A state's HSGP funds for M&A calculation purposes includes the total of its SHSP, UASI, and OPSG awards. While the SAA may retain up to five percent of this total for M&A, the state must still ensure that all subrecipient award amounts meet the mandatory minimum pass-through requirements that are applicable to each HSGP program. To meet this requirement, the percentage of SHSP and UASI funds passed through to local or tribal jurisdictions must be based on the state's total HSGP award prior to withholding any M&A.

In retaining these funds, states may retain a maximum of 2.5% of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5% of the OPSG award. Examples applying this principle:

SAA 1:
Total award: $6,000,000
SHSP: $1,000,000 OPSG: $2,500,000 UASI: $2,500,000
M&A Maximum: $300,000 (5 percent of $6,000,000)
Maximum M&A for SHSP = $50,000
Maximum M&A for OPSG = $125,000. Of that amount, $62,500 (2.5 percent) may be retained from the OPSG allocation, and the other $62,500 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $50,000 available to manage the SHSP allocation.
Maximum M&A for UASI = $125,000

SAA 2:
Total award: $4,500,000
SHSP: $3,500,000 OPSG: $1,000,000
M&A Maximum: $225,000 (5 percent of $4,500,000)
Maximum M&A for SHSP = $175,000
Maximum M&A for OPSG = $50,000. Of that amount, $25,000 (2.5 percent) may be retained from the OPSG allocation, and the other $25,000 would come from the SHSP allocation. Any amount used to manage and administer OPSG that is charged to SHSP may be above and beyond the $175,000 available to manage the SHSP allocation.

HSGP recipients are also reminded that any M&A charged to a recipient's or subrecipient's UASI funding must be directly allocable to administration of the UASI grant program and cannot be used to cover M&A costs that are directly allocable to SHSP or OPSG funding. Similarly, any M&A charged to a recipient's or subrecipient's SHSP or OPSG funding cannot be used to cover M&A costs directly allocable to UASI funding.

Specific for OPSG, subrecipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5% of the subrecipient's subaward. Friendly forces are local law enforcement entities that are subordinate subrecipients under OPSG. In other words, friendly forces are entities that receive a subaward from a subrecipient under the OPSG program. Friendly forces must comply with all requirements of subrecipients under 2 C.F.R. Part 200.

Equipment (SHSP and UASI)

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories for HSGP are listed on the Authorized Equipment List (AEL). Some equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Recipients and subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility. For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with state, city, or local health departments that administer federal funds from the Department of Health and Human Services for this purpose and with existing Metropolitan Medical Response System committees where available, to sustain their long-term planning for appropriate, rapid, and local medical countermeasures, including antibiotics and antidotes for nerve agents, cyanide, and other toxins. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, recipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Recipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's POP for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

EMS electronic patient care data systems should comply with the most current data standard of the National Emergency Medical Services Information System (www.NEMSIS.org).

Recipients are reminded that school hardening is an eligible activity under SHSP and UASI. School hardening measures include but are not limited to:

- Bullet resistant doors and glass;
- Hinge-locking mechanisms;
- Immediate notification to emergency 911 systems;
- Mechanisms that provide real time actionable intelligence directly to law enforcement and first responders;
- Installation of distraction devices or other countermeasures administered by law enforcement; and
- Other measures determined to provide significant improvements to schools' physical security.

Additionally, SHSP and UASI funds may be used for equipment purchases related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

Equipment (OPSG)

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide. Each appropriate OPSG sector coordinator is required to keep an inventory of OPSG purchased equipment that includes at a minimum: 1) grant funding year; 2) purchase amount; 3) purchase date; 4) purchase quantity; 5) equipment ID; 6) source of funding for the property, including the Federal Award Identification Number; 7) who holds title to the property; 8) federal share percent of the property; 9) location of the property; 10) use and condition of the property; 11) disposal date; and 12) brief disposal justification information and sale price if sold. Each Operations Order/FRAGO will require that each friendly force submit the equipment inventory for each Operations Order/FRAGO submission.

- **Equipment Marking**. Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it **may** be appropriately marked to ensure its ready identification and primary use for that purpose. **When practicable**, any equipment purchased with OPSG funding **should** be prominently marked as follows: **"Purchased with DHS funds for Operation Stonegarden Use."**
- **Fuel Cost and Mileage Reimbursement.** There is no cap for reimbursement of fuel or mileage costs in support of operational activities. Subrecipients and friendly forces may not claim reimbursements for both mileage and fuel/maintenance for the same equipment at the same time.

- **Vehicle and Equipment Acquisition, Including Leasing and Rentals**. Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Preparedness Officer prior to purchase.
- **Medical Emergency Countermeasures.** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as reflected in the AEL and explained in IB 438, Guidance for Use of Operation Stonegarden Funds for Small Unmanned Aircraft Systems and Certain Costs Related to Transportation and Medical Care, issued January 31, 2019.

Requirements for Small Unmanned Aircraft System (SHSP, UASI, and OPSG)

All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with IB 426 and IB 438 and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. SUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating HSGP funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use HSGP funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. The U.S. Department of Homeland Security's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2022 DHS Appropriations Act further requires recipients to certify they have reviewed the Industry Alert on Chinese Manufactured Unmanned Aircraft Systems, and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)

In August 2020, FEMA was alerted of an advisory guidance document issued by DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: https://www.dhs.gov/publication/interagency-legal-advisory-uas-detection-and-mitigation-technologies. The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors'

representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft.

Training (SHSP and UASI)

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., HHS and Department of Transportation [DOT]). Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including training related to under-represented, diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations, should be identified in an IPP and addressed in the state or high-risk urban area training cycle. Emergency preparedness training related to those training gaps, including related to under-represented, diverse populations that may be more impacted by disasters, is allowable. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analyze, Design, Develop, Implement, and Evaluate (ADDIE) model of instructional design.

Recipients are also encouraged to utilize FEMA's National Preparedness Course Catalog. Trainings include programs or courses developed for and delivered by institutions and organizations funded by FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and FEMA's Training Partner Programs, including the Continuing Training Grants (CTG), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), and other partners.

The catalog features a wide range of course topics in multiple delivery modes to meet FEMA's mission scope as well as the increasing training needs of federal, state, local, territorial, and tribal audiences. The catalog can be accessed at http://www.firstrespondertraining.gov.

Some training activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at: https://www.fema.gov/media-library/assets/documents/90195.

Exercises (SHSP and UASI)

Exercises conducted with grant funding should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep.

Some exercise activities require EHP review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at https://www.fema.gov/media-library/assets/documents/90195.

Maintenance and Sustainment (SHSP, UASI, and OPSG)

Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty, and it may only cover equipment purchased with HSGP funds or for equipment dedicated for HSGP-related purposes. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA's *IB 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding*, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Law Enforcement Terrorism Prevention Activities Allowable Costs (SHSP and UASI)

When identifying and selecting projects to meet the Law Enforcement Terrorism Prevention Activities (LETPA) set-aside requirement, recipients are strongly encouraged to consult with the law enforcement community and to consider the capabilities and resource requirements of law enforcement agencies and their unique and central role in preventing and protecting against acts of terrorism. LETPAs can also support a National Priority Area (e.g., an investment can be counted as supporting both the Soft Targets/Crowded Places and LETPA minimum allocation requirements, if applicable). **Note: for FY 2022, the LETPA set-aside requirement is 30% of SHSP and UASI awards, which is an increase from 25% in previous years.** In particular, recipients should consider investing in projects such as:

- Maturation and enhancement of designated state and major urban area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analyst training and salaries (subject to certain conditions);
- Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism;
- Support for coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events; and

- Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability deployment, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology.

Additional examples of allowable LETPA projects include but are not limited to:

- Coordination between fusion centers and other intelligence, operational, analytic, or investigative efforts including, but not limited to JTTFs, Field Intelligence Groups (FIGs), High-Intensity Drug Trafficking Areas (HIDTA), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, real-time crime analysis centers and DHS intelligence, operational, analytic, and investigative entities;
- Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative (NSI), including training for front-line personnel on identifying and reporting suspicious activities, tips/leads, and online/social media-based threats, as well as the execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism, targeted violence, threats to life, and other criminal activity;
- Management and operation of activities that support the execution of the intelligence process and fusion centers, including but not limited to: Fusion Liaison Officer (FLO) programs, security programs to protect the facility, personnel, and information, and the protection of privacy, civil rights, and civil liberties;
- Implementation of the "If You See Something, Say Something®" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations. Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS "If You See Something, Say Something®" campaign using grant funds work directly with the DHS Office of Partnership and Engagement (OPE) to ensure all public awareness materials (e.g., videos, posters, tri-folds, etc.) are consistent with DHS's messaging and strategy for the campaign and compliant with the initiative's trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the Campaign's Office (seesay@hq.dhs.gov), must be facilitated by the FEMA HQ Preparedness Officer;
- Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure sites or at-risk nonprofit organizations;
- Building and sustaining preventive radiological and nuclear detection capabilities, including those developed through the Securing the Cities initiative;
- Integration and interoperability of systems and data, such as computer aided dispatch (CAD) and record management systems (RMS), to facilitate the collection, evaluation, and assessment of suspicious activity reports, tips/leads, and online/social media-based threats; and
- Development of countering violent extremism programs, projects, and initiatives, addressing prevention, intervention, and diversion efforts, including training on roles of law enforcement and how to effectively partner with law enforcement; developing and promoting training specifically for law enforcement executives and frontline officers on potential behaviors and indicators of violent extremism and how to appropriately analyze and report them; supporting community and law enforcement engagement strategies such as table top exercises, roundtable events, town hall meetings, and peer to peer activities; funding for existing and/or expansion of law enforcement community relations efforts, support for the development of community engagement plans, and joint projects to increase the awareness of violent extremist threats and community mitigation solutions.

Law Enforcement Readiness (SHSP, UASI, and OPSG)

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the *Immigration and Nationality Act (INA)* program allows a state or local law enforcement entity to enter into a partnership with Immigration and Customs Enforcement (ICE), under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

SHSP, UASI, or OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP, UASI, or OPSG subrecipients with agreements under section 287(g) of the *INA* (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, subrecipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

Regional Border Projects (OPSG)

Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

- Communications equipment;
- Radio systems and repeaters;
- Integration with regional intelligence and information sharing effort (i.e., fusion centers):
  - Intelligence analysts.
- Situational Awareness equipment:
  - License Plate Reader Networks;
  - Visual detection and surveillance systems;
  - Sensor Systems;
  - Radar Systems (for air and/or marine incursions); and
  - Aircraft systems (manned or unmanned).

Critical Emergency Supplies (SHSP and UASI)

Critical emergency supplies, such as shelf stable products, water, and medical equipment and supplies are an allowable expense under SHSP and UASI. Prior to the allocation of grant funds for stockpiling purposes, each state must have FEMA's approval of a five-year viable inventory management plan, which should include a distribution strategy and related sustainment costs if planned grant expenditure is over $100,000.00.

If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed by the recipient and monitored by FEMA. FEMA will provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. FEMA will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the state's inventory management plan.

SAAs (through their state Emergency Management Office) are strongly encouraged to consult with their respective FEMA Regional Logistics Chief regarding disaster logistics-related issues. States are further encouraged to share their FEMA approved plan with local jurisdictions and tribes.

Construction and Renovation (SHSP and UASI)

Project construction using SHSP and UASI funds may not exceed the greater of $1 million or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction. See guidance on communication towers below.

All construction and renovation projects require EHP review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in DHS Instruction Manual 023-01-001-01, Rev 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1, must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP policy guidance and the EHP Screening Form, can be found online at: https://www.fema.gov/media-library/assets/documents/90195. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (codified as amended at 40 U.S.C. §§ 3141 *et seq*.). *See* 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references *Davis-Bacon*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available online at https://www.dol.gov/whd/govcontracts/dbra.htm.

Construction and Renovation (OPSG)

OPSG funds may not be used for any construction.

Communications Towers

All construction of communication towers requires EHP review. When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 of the *National Historic Preservation Act*, Pub. L. No. 89-665, as amended, review process has been completed and submit all documentation resulting from that review to FEMA with a GPD EHP Screening Form and supporting materials for EHP review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an EA may be needed, as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1, must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP policy guidance and the EHP Screening

Form, can be found online at: https://www.fema.gov/media-library/assets/documents/90195. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

Western Hemispheric Travel Initiative (SHSP)

In addition to the expenditures outlined above, SHSP funds may be used to support the implementation activities associated with the Western Hemisphere Travel Initiative (WHTI), including the issuance of WHTI-compliant tribal identification cards.

Emergency Management Accreditation Program

States can encourage their local jurisdictions to pursue assessment and accreditation under the Emergency Management Accreditation Program (EMAP). EMAP's assessment and accreditation of emergency management organizations against consensus-based, American National Standards Institute (ANSI)-certified standards allows for standardized benchmarking of critical functions necessary for an emergency management organization to meet the core capabilities identified in the Goal. Additional information on the EMAP Standard is available at http://www.emap.org.

28 C.F.R. Part 23 Guidance

FEMA requires that any information technology system funded or supported by these funds comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies if this regulation is determined to be applicable. Additionally, please see 28 C.F.R. Part 23 requirements that pertain to fusion centers at http://www.dhs.gov/homeland-security-grant-programs-hsgp.

Unallowable Costs (OPSG)

OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. OPSG unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs are prohibited under OPSG. Applicants should refer to IB 421b, or contact their FEMA HQ Preparedness Officer for guidance and clarification. Due to the nature of OPSG, exercise expenses are not allowable costs under OPSG.

Unallowable Costs (SHSP, UASI, and OPSG)

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds;
- Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- Unauthorized exercise-related costs include:
    - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
    - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

Indirect (Facilities and Administrative [F&A]) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable.

Resources for Planning, Training, and Exercising (SHSP, UASI, and OPSG)

Planning Assistance

FEMA's National Preparedness Directorate (NPD) offers technical assistance (TA) that is designed to provide recipients and subrecipients with specialized expertise to improve and enhance the continuing development of state and local emergency management across the five mission areas of the Goal and across all core capabilities. TA provides the opportunity to engage emergency managers, emergency planners, and appropriate decision-makers in open discussion of options to improve plans and planning considering their jurisdiction's needs. Although there is no direct cost to approved jurisdictions for FEMA TA, jurisdictions are expected to invest staff resources and take ownership of the resulting products and tools.

TA deliveries combine current emergency management best practices with practical consideration of emerging trends, through discussion facilitated by FEMA contract specialists and with the support of FEMA Region operational specialists. Additionally, peer-to-peer representation may also be included from other jurisdictions that have recently addressed the same planning issue. The TA request form can be accessed at https://www.fema.gov/emergency-managers/nims/implementation-training.

Training Information

Per *IB 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on July 19, 2018, states, territories, tribal entities, and high-risk urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, tribal, or high-risk urban area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's EOP. For additional information on review and approval requirements for training courses funded with preparedness grants, please refer to Information Bulletin (IB) 426, Guidance to Recipients and Subrecipients of FEMA Preparedness Grants Regarding the Implementation of Executive Order 13809 Restoring State, Tribal, and Local Law Enforcement's Access to Life-Saving Equipment and Resources (Nov. 1, 2017).

FEMA will conduct periodic reviews of all state, local, territory, tribal entities, and high-risk urban area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to repay grant funds expended in support of those efforts. For further information on developing courses using the instructional design methodology and

tools that can facilitate the process, SAAs and TPOCs are encouraged to review the National Training and Education Division Responder Training Development Center (RTDC) website.

Some training and exercise activities require EHP Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at https://www.fema.gov/media-library/assets/documents/90195.

DHS/FEMA Provided Training and Education

FEMA offers tuition-free training and education programs and courses through several providers including the CDP, EMI, and the National Training and Education Division's Training Partners Program (TPP). TPP includes the Center for Homeland Defense and Security, NDPC, RDPC, and the CTG Program.

FEMA's National Preparedness Course Catalog

This online searchable catalog features a wide range of course topics in multiple delivery modes to meet FEMA's mission scope as well as the increasing training needs of federal, state, local, territorial, and tribal audiences. The catalog can be accessed at http://www.firstrespondertraining.gov.

Training Not Provided by DHS/FEMA

These trainings include courses that are either state-sponsored or federal-sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the FEMA mission scope to prepare SLTT personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- *State Sponsored Courses*. These courses are developed for and/or delivered by institutions or organizations other than federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- *Joint Training and Exercises with the Public and Private Sectors*. These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. In addition, states, territories, tribes, and high-risk urban areas are encouraged to incorporate the private sector in government- sponsored training and exercises.

Additional information on both FEMA provided training and other federal and state training can be found at http://www.firstrespondertraining.gov.

Training Information Reporting System ("Web-Forms")

Web-Forms is an electronic data management system built to assist SAA TPOCs and federal agencies with submitting non-National Training and Education Division provided training courses for inclusion in the State/Federal-Sponsored Course Catalog through electronic forms. The information collected is used in a two-step review process to ensure the training programs adhere to the intent of the HSGP guidance and the course content is structurally sound and current. As these programs may be delivered nationwide, it is vital to ensure each training program's viability and relevance to the Homeland Security mission. Reporting training activities through Web-Forms is not required under present funding. However, the system remains available and can be accessed through the Web-Forms section of the FEMA National Preparedness Course Catalog to support recipients in their own tracking of training deliveries.

Exercise Information

Recipients that use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and high-risk urban areas may be used to fulfill similar exercise requirements required by other grant programs. Recipients are encouraged to invite representatives/planners involved with other federally mandated or private exercise activities. States and high-risk urban areas are encouraged to share, at a minimum, the multi- year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- *Validating Capabilities*. Exercises examine and validate capabilities-based planning across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The extensive engagement of the whole community, including but not limited to examining the needs and requirements for individuals with disabilities, individuals with limited English proficiency, and others with access and functional needs, is essential to the development of an effective and comprehensive exercise program. Exercises are designed to be progressive – increasing in scope and complexity and drawing upon results and outcomes from prior exercises and real-world incidents – to challenge participating communities. Consistent with HSEEP guidance and tools, the National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Exercises should align with priorities and capabilities identified in a multi-year IPP.
- *Special Event Planning*. If a state or high-risk urban area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the multi-year IPP. States must include all confirmed or planned special events in the multi-year IPP. The state or high-risk urban area may plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and high-risk urban areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.
- *Regional Exercises*. States should also anticipate participating in at least one regional exercise annually.
- *Role of Non-Governmental Entities in Exercises.* Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. SLTT jurisdictions are encouraged to develop exercises that test the integration and use of resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, and community organizations. Participation in exercises should be coordinated with local Citizen Corps Whole Community Council(s) or their equivalents and other partner agencies.

Reporting on the Implementation of the National Preparedness System

Identifying and Assessing Risk and Estimating Capability Requirements

By December 31, 2022, states, territories, and high-risk urban areas are required to complete a THIRA/SPR that addresses all 32 core capabilities and is compliant with CPG 201, Third Edition. Beginning in 2020, jurisdictions began the requirement to respond to a series of planning-related questions as part of the THIRA/SPR.

Jurisdictions are required to submit a THIRA every three years to establish a consistent baseline for assessment. While the THIRA is only required every three years, jurisdictions are required to submit an SPR annually. For additional guidance on the THIRA/SPR, please refer to Comprehensive Preparedness Guide (CPG) 201, Third Edition.

Reporting

- States and territories will submit their THIRA and SPR through the Unified Reporting Tool (URT) on Prep Toolkit no later than December 31 of the applicable year (every three years for THIRA and each year for SPR).
- High-risk urban areas that receive UASI funding will submit their THIRA/SPR through the URT on Prep Toolkit no later than December 31 for the years they have UASI open grants. If a UASI recipient has completed closeout for their UASI grant award period of performance, they do not have to submit a THIRA/SPR as the requirement is not applicable to closed grant awards.
- States, territories, and high-risk urban areas should work collaboratively to create the most accurate THIRA and SPR possible. States, territories, and high-risk urban areas may share scenarios, targets, and assessed capabilities when appropriate.
- Please contact FEMA-SPR@fema.dhs.gov if you have questions.

Building and Sustaining Capabilities

States, territories, and high-risk urban areas must prioritize and align SHSP and UASI grant funding investments in building and sustaining capabilities in areas that align with the national priorities in the annual HSGP NOFO and capability gaps identified in their THIRA and SPR.

Reporting

In each HSGP recipient's Biannual Strategy and Implementation Report (BSIR), as part of programmatic monitoring, the recipient must describe how expenditures support closing capability gaps or sustaining capabilities identified in the THIRA and SPR. HSGP recipients must, on a project-by-project basis, check one of the following:

- Building a capability with HSGP funding; and
- Sustaining a capability with HSGP funding.

National Incident Management System (NIMS) Implementation

Recipients receiving HSGP funding are required to implement NIMS. NIMS guides all levels of government, nongovernmental organizations (NGO), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. HSGP recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

The *NIMS Implementation Objectives for Local, State, Tribal, and Territorial Jurisdictions* clarify the NIMS implementation requirements in FEMA preparedness grant NOFOs. As recipients and subrecipients of federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives. The objectives can be found on the NIMS webpage at https://www.fema.gov/emergency-managers/nims/implementation-training.

Reporting

- Recipients report in the applicable secondary NIMS assessment portion of the URT as part of their THIRA/SPR submission, as outlined in the HSGP NOFO.

Planning to Deliver Capabilities

Recipients shall develop and maintain, jurisdiction-wide, all threats and hazards EOPs consistent with Comprehensive Preparedness Guide 101, Version 2.0 (CPG 101 v2), Developing and Maintaining

Emergency Operations Plans (November 2010). Recipients must update their EOPs at least once every two years.

Reporting

- Recipients report EOP compliance with CPG 101 v2 by completing the secondary CPG-101 assessment as part of their THIRA/SPR submission in the URT.3

Validating Capabilities

All recipients will develop and maintain a progressive exercise program consistent with HSEEP guidance in support of the NEP. The NEP serves as the principal exercise mechanism for examining national preparedness and measuring readiness. The NEP is a two-year cycle of exercises across the nation that validates capabilities in all preparedness mission areas. The two-year NEP cycle is guided by Principals' Strategic Priorities, established by the National Security Council, and informed by preparedness data from jurisdictions across the Nation.

To develop and maintain a progressive exercise program consistent with HSEEP and in support of the NEP, recipients should engage senior leaders and other whole community stakeholders to identify preparedness priorities. These priorities should be informed by various factors, including jurisdiction-specific threats and hazards (i.e., the THIRA); areas for improvement identified by real-world events and exercises; external requirements such as state or national preparedness reports, homeland security policy, and industry reports; and accreditation standards, regulations, or legislative requirements. Recipients should document these priorities and use them to deploy a schedule of preparedness events in a multi-year IPP. Information related to Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep and https://preptoolkit.fema.gov/.

The NEP provides exercise sponsors the opportunity to receive exercise design and delivery assistance, tools and resources, enhanced coordination, and the ability to directly influence and inform policy and preparedness programs. If you have any questions, or would like to request assistance through the NEP, please visit the NEP website at: https://www.fema.gov/national-exercise-program, or reach out to the National Exercise Program directly at NEP@fema.dhs.gov.

- Recipients must have a current multi-year IPP that identifies preparedness priorities and activities. The current multi-year IPP must be submitted to hseep@fema.dhs.gov before January 31 of each year:
  - Recipients are encouraged to enter their exercise information into the Preparedness Toolkit at https://preptoolkit.fema.gov/.
- Recipients must submit After-Action Report (AAR)/Improvement Plans (IPs) to hseep@fema.dhs.gov and indicate which fiscal year's funds were used (if applicable);
- Submission of AAR/IPs must take place within 90 days following completion of the single exercise or progressive series:
  - Recipients are encouraged to submit AAR/IPs reflecting tabletop exercises that validate critical plans or those reflecting large-scale functional or full-scale exercises that took place at the state, territorial, tribal, or UASI level. Recipients are discouraged from submitting AAR/IPs specific to local jurisdictions that reflect drills;
  - If a recipient endures a significant real-world incident during the calendar year that delays or prevents conduct of a grant-funded exercise, they can submit the AAR from that event in place of the exercise AARs. Jurisdictions submitting real world AARs should include an explanation with the AAR submission to hseep@fema.dhs.gov; and

- Recipients can access a sample AAR/IP template at: https://preptoolkit.fema.gov/web/hseep-resources/improvement-planning.

Fusion Centers

A critical component of the national response to the 9/11 terrorist attacks was the development of a national-level, decentralized, and coordinated terrorism-related information sharing environment (ISE). State and local governments, supported by federal investments from DHS, the Department of Justice (DOJ), Department of Health and Human Services (HHS), and other federal agencies, established the National Network of Fusion Centers (National Network), which became the backbone of the national ISE. This National Network, comprised of 80 state and major urban area fusion centers, collaborates and shares information with partners from all levels of government and the private sector, as well as other field-based information sharing partners, including HIDTAs, RISS Centers, JTTFs, major city/county intelligence units, and real-time crime analysis centers, among others.

National Network participation in NSI enables fusion centers to identify, receive and analyze suspicious activity reporting and other tips/leads from frontline public safety personnel, the private sector, and the public, and ensure the sharing of SARs with DHS and the FBI's JTTFs for further investigation. In addition to those activities identified in the National Prevention Framework, fusion centers are also required to collaborate with those intelligence, operational, analytic, investigative, and information-sharing focused entities to combat a wide array of threats – noted below – in support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, targeted violence, and other threats. Such entities include, but are not limited to JTTFs, Area Maritime Security Committees, Border Enforcement Security Task Forces, Integrated Border Enforcement Teams, HIDTAs, and RISS Centers as well as other federal intelligence, operational, analytic, and investigative entities. Applicants should describe their collaboration plan and proposed efforts in their required Fusion Center project as part of the Intelligence and Information Sharing National Priority.

Today's threats—including international and domestic terrorism, drugs, gangs, active shooters, targeted violence, transnational organized crime, and cyber—require federal, state, and local governments to leverage this national capacity to effectively respond to the evolving nature of the various national and homeland security threats confronting our Nation. Ultimately, timely identification and analysis of key indicators from local, state, and federal partners will enable all stakeholders to address threats and develop and implement data-driven strategies to prevent, protect against, mitigate, and respond effectively, while ensuring the protection of privacy, civil rights, and civil liberties.

To underscore the importance of the National Network as a critical component of our Nation's distributed homeland security and counterterrorism architecture, FEMA preparedness grants will continue to prioritize support for designated fusion centers (http://www.dhs.gov/fusion-center-locations-and-contact-information) and the maturation of the ISE. Fusion centers **must** prioritize the following capabilities to further enable and mature this national asset and strengthen the collective capacity to identify, collect, analyze, and share information, and to disseminate actionable and strategic intelligence to key stakeholders:

- **Addressing Threats**: Fusion centers provide a national level, decentralized, and coordinated ISE across all levels of government and disciplines that can be leveraged and applied to address threats to homeland security, national security, public safety, and/or public health, and especially those threats that may have little or no warning. Fusion centers should leverage and build upon their terrorism-focused analytic and information-sharing capabilities so they can be applied to address threats across the DHS mission space, including threats from both international terrorism

and domestic violent extremists, threats to life and targeted violence, transnational organized criminal activity, cyber threats, and natural hazards, among others that require close collaboration with DHS operational, investigative, and analytic entities such as CBP, ICE, United States Secret Service (USSS), CISA, the United States Coast Guard (USCG), and FEMA.

- **Analytic Capability**: Fusion centers must maintain strong analytic capabilities at tactical, operational, and strategic levels to address a wide array of threats or hazards that could have implications for homeland security or national security. These capabilities directly support operational, investigative, and information sharing efforts across all levels of government. These capabilities include, but are not limited to:
    - Building and sustaining a capable workforce of analysts who have the necessary experience and training; access to open source, unclassified and classified information, products, data, suspicious activity reporting; tips/leads and online/social media-based threats; as well as necessary services and technology to facilitate analytic capabilities and collaboration;
    - Assessing, evaluating, and deconflicting acts of targeted violence, threats to life, and other criminal or suspicious activity, to include potential indicators and behaviors, for potential connection to or implications for international or domestic terrorism, or other threats within the DHS mission space;
    - Providing analytic support and responses to requests for information from federal, state, and local partners during no notice threats, attacks, or incidents, as well as other planned events such as NSSEs;
    - Conducting threat assessments within their respective jurisdictions, including the identification of threats, intelligence gaps, and mitigation efforts;
    - Establishing, formalizing, and maintaining bi-directional information sharing with federal and other state agencies in accordance with jurisdictional authorities;
    - Leveraging available resources and capabilities to conduct target and event deconfliction in support of threat identification, officer safety, and information sharing.
    - Maintaining an ability to routinely support federal government efforts to watchlist terrorists and transnational organized crime actors; and
    - Appropriately planning for, and assessing/forecasting, prioritizing, and executing against both known and emerging threat vectors, and ensuring the safety and security of all operations, while protecting privacy, civil rights, and civil liberties.

  Fusion centers should also consider their operational capacity when aligning manpower and resources in support of this capability (e.g., the ability to maintain watch and analytic support functions over a 24/7 operational tempo).
- **Technological Integration:** Access to data, information, and products is essential for fusion centers and the federal government to effectively identify, collect, analyze, and share information. Just as threats do not stop at jurisdictional borders, fusion centers must be able to effectively access and share appropriate information and data across jurisdictions, agencies, and disciplines. Fusion centers must **ensure and certify via the Fusion Center Assessment** they have the necessary technological capacity to access, analyze, and share information, including criminal intelligence and online/social media threat information, both within their jurisdictions, as well as with other fusion centers across the country and with the Federal Government through a variety of systems, databases, tools, and technologies that allow for federated searching and data/information analysis that protects Personally Identifiable Information and includes appropriate security, privacy, civil rights, and civil liberties protections. This includes maintenance of the ability to collect, integrate, evaluate, and assess SAR, tips/leads, data resident in CAD and RMS, and online/social media-based threats from agencies across the jurisdiction. Such approaches should also address the evaluation and use of emerging capabilities, including social network analysis, federated search technology across CAD, RMS, and other data systems,

complex data indexing, social media, open source, facial recognition, unmanned aircraft systems, geographic information systems (GIS), license plate reader technologies, and other artificial intelligence technologies.
- **Interagency Collaboration:** Fusion centers must maintain strong partnerships to enable intelligence, operational, investigative, and analytic collaboration and deconfliction of threat information with other partners located within their jurisdiction and across their region, including HIDTAs, RISS Centers, DHS intelligence, operational, investigative, and analytic entities, FBI Field Offices, JTTFs, and major city/county intelligence units.

State and urban area fusion centers receiving SHSP or UASI grant funds will be evaluated based on compliance with the guidance and requirements for the National Network as set forth by DHS Intelligence and Analysis (I&A) through the annual Fusion Center Assessment.

- Additional fusion center grant requirements are listed at http://www.dhs.gov/homeland-security-grant-program-hsgp.
- FEMA approved analyst courses that meet the grant requirement are listed at http://www.dhs.gov/fema-approved-intelligence-analyst-training-courses.

Through the Program Performance Report (PPR), fusion centers will report on the compliance with measurement requirements within the fusion centers through the annual Fusion Center Assessment managed by DHS I&A and reported to FEMA. In addition to the activities identified in the National Prevention Framework, fusion centers are also **required** to collaborate with those analytic, investigative, and information-sharing entities focused on preventing, detecting, deterring, and disrupting acts of terrorism and combating transnational criminal organizations. Such entities include, but are not limited to JTTFs, Area Maritime Security Committees, Border Enforcement Security Task Forces, Integrated Border Enforcement Teams, HIDTAs, and RISS Centers, as well as other federal intelligence, operational, analytic, and investigative entities. **Applicants will be required to provide information regarding their information sharing partnerships, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing, via the Information and Intelligence National Priority Investment and supporting data via the annual Fusion Center Assessment**.

Fusion Center Performance Measures

Reference Number	Performance Measures
2022.1	Percentage of federal Information Intelligence Reports (IIRs) originating from fusion center information that address a specific Intelligence Community need
2022.2	Percentage of federal IIRs originating from fusion center information that the Intelligence Community otherwise used in performing its mission (e.g., contained first-time reporting; corroborated existing information; addressed a critical intelligence gap; or helped to define an issue or target)
2022.3	Number of SARs vetted and submitted by fusion centers that result in the initiation or enhancement of an investigation by the FBI
2022.4	Number of SAR vetted and submitted by fusion centers that involve an individual on the Watchlist
2022.5	Percentage of Requests for Information (RFIs) from the Terrorist Screening Center (TSC) for which fusion centers provided information for a TSC case file
2022.6	Percentage of I&A Watchlist nominations that were initiated or updated existing case files based on information provided by fusion centers

Reference Number	Performance Measures
2022.7	Number of distributable analytic products co-authored by one or more fusion centers and/or federal agencies
2022.8	Percentage of fusion center distributable analytic products that address Homeland Security topics
2022.9	Percentage of fusion center distributable analytic products that address state/local customer information needs
2022.10	Percentage of key customers reporting that fusion center products are relevant
2022.11	Percentage of key customers reporting that fusion center services are relevant
2022.12	Percentage of key customers reporting that fusion center products are timely for mission needs
2022.13	Percentage of key customers reporting that fusion center services are timely for mission needs
2022.14	Percentage of key customers reporting that fusion center products influenced their decision making related to threat response activities within their AOR
2022.15	Percentage of key customers reporting that fusion center services influenced their decision making related to threat response activities within their AOR
2022.16	Percentage of key customers reporting that fusion center products resulted in increased situational awareness of threats within their AOR
2022.17	Percentage of key customers reporting that fusion center services resulted in increased situational awareness of threats within their AOR
2022.18	Number of tips and leads vetted by the fusion center
2022.19	Number of tips and leads vetted by the fusion center that were provided to other F/SLTT agencies for follow up action
2022.20	Number of responses to RFIs from all sources
2022.21	Number of situational awareness products developed and disseminated by fusion centers
2022.22	Number of case support and/or tactical products developed and disseminated by fusion centers
2022.23	Percentage of federally designated special events in which fusion centers played a direct role
2022.24	Percentage of federally declared disasters in which fusion centers played a direct role
2022.25	Number of public safety incidents in which fusion centers played a direct role

Continuity Capability

Continuity should be integrated into each core capability and the coordinating structures that provide them. Continuity capabilities increase resilience and the probability that organizations can perform essential functions in the delivery of core capabilities that support the mission areas. FEMA is responsible for coordinating the implementation and development, execution, and assessment of continuity capabilities among executive departments and agencies. To support this role, FEMA develops and promulgates directives, policy, and guidance for federal and SLTT governments, non-governmental organizations, and private sector critical infrastructure owners and operators. Federal Continuity Directives (FCDs) establish continuity program and planning requirements for executive departments and agencies. This direction and guidance assist in developing capabilities for continuing the essential functions of federal and SLTT governmental entities, as well as public/private critical infrastructure owners, operators, and regulators enabling them.

The Federal Continuity Directives and the Continuity Resource Toolkit provide guidance and resources for organizations. For additional information on continuity programs, guidance, and directives, visit https://www.fema.gov/emergency-managers/national-preparedness/continuity.

Governance

In keeping with the guiding principles of governance for all FEMA preparedness programs, recipients must coordinate activities across preparedness disciplines and levels of government, including state, territorial, local, and tribal governments. A cohesive planning framework should incorporate FEMA resources, as well as those from other federal and SLTT entities, the private sector, and faith-based community organizations. Specific attention should be paid to how available preparedness funding sources can effectively support a whole community approach to emergency preparedness and management and the enhancement of core capabilities. To ensure this, the SAA must establish or reestablish a unified Senior Advisory Committee. Additionally, high-risk urban areas are required to establish UAWGs representative of the counties, cities, towns, and tribes within the high-risk urban area, including, as appropriate, representatives of rural jurisdictions, high-population jurisdictions, and high-threat jurisdictions.

Senior Advisory Committee (SAC)

The SAC builds upon previously established advisory bodies under the SHSP, UASI Program, Transit Security Grant Program (TSGP), and Port Security Grant Program (PSGP). Examples of advisory bodies that should be included on a SAC include UAWGs, SIGB, Area Maritime Security Committees (AMSCs), Regional Transportation Security Working Groups (RTSWGs), Citizen Corps Whole Community Councils, Disability Inclusion Working Groups, and Children's Working Groups. The membership of the SAC must reflect a state's unique risk profile and the interests of the five mission areas as outlined in the Goal. Further, the SAC must include representatives that were involved in the production of the state's THIRA and SPR.

SAC Composition and Scope

SAC membership shall include at least one representative from relevant stakeholders including:

- Individuals from the counties, cities, towns, and Indian tribes within the state or high-risk urban area, including, as appropriate, representatives of rural, high-population, and high-threat jurisdictions of UASI-funded high-risk urban areas;
- Representatives that were involved in the production of the state's THIRA and SPR;
- State and urban area Chief Information Officers (CIOs) and Chief Information Security Officers (CISOs);
- SWIC and SIGB members;
- Citizen Corps Whole Community Councils;
- Local or tribal government officials;
- Tribal organizations;
- Emergency response providers, including representatives of the fire service, law enforcement, emergency medical services, and emergency managers;
- Public health officials and other appropriate medical practitioners;
- Hospitals;
- Individuals representing educational institutions, including elementary schools, middle schools, junior high schools, high schools, community colleges, and other institutions of higher education;
- State and regional interoperable communications coordinators, as appropriate;

- State and major urban area fusion centers, as appropriate; and
- Nonprofit, faith-based, and other voluntary organizations, such as the American Red Cross.

Additionally, program representatives from the following entities should be members of the SAC (as applicable): State Primary Care Association, State Homeland Security Advisor (HSA) (if this role is not also the SAA), State Emergency Management Agency (EMA) Director, State Public Health Officer, State Awardee for HHS' Hospital Preparedness Program, State Public Safety Officer (and SAA for Justice Assistance Grants, if different), State Coordinator for the DoD 1033 Program (also known as the Law Enforcement Support Office [LESO] Program), State Court Official, State Emergency Medical Services (EMS) Director, State Trauma System Manager, Statewide Interoperability Coordinator, State Citizen Corps Whole Community Council, the State Emergency Medical Services for Children (EMSC) Coordinator, State Education Department, State Human Services Department, State Child Welfare Services, State Juvenile Justice Services, Urban Area POC, Senior Members of AMSCs, Senior Members of the RTSWG, Senior Security Officials from Major Transportation Systems, and the Adjutant General.

SACs are encouraged to develop subcommittee structures, as necessary, to address the issue or region-specific considerations. The SAC must include whole community intrastate and interstate partners as applicable and have balanced representation among entities with operational responsibilities for terrorism/disaster prevention, protection, mitigation, response, and recovery activities within the state, and include representation from the stakeholder groups and disciplines identified above.

The above membership requirement does not prohibit states, high-risk urban areas, regional transit and port entities, or other recipients of FEMA preparedness funding from retaining their existing structure under separate programs; however, at a minimum, those bodies must support and feed into the larger SAC. The composition, structure, and charter of the SAC should reflect this focus on building core capabilities, instead of simply joining previously existing advisory bodies under other grant programs. For designated high-risk urban areas, the SAA Point of Contacts (POCs) are responsible for identifying and coordinating with the POC for the UAWG, which should be a member of the SAC. The POC's contact information must be provided to FEMA with the grant application. SAAs must work with existing high-risk urban areas to ensure that information for current POCs is on file with FEMA.

Finally, FEMA recommends that organizations advocating on behalf of youth, older adults, individuals with disabilities, individuals with limited English proficiency and others with access and functional needs, socio-economic factors and cultural diversity be invited to participate in the SAC. Applicants must submit the list of SAC members and the SAC charter at the time of application as an attachment in ND Grants. SAAs will use the URT to verify compliance with SAC charter requirements.

SAC Responsibilities

The responsibilities of a SAC include:

- Integrating preparedness activities across disciplines, the private sector, nonprofit, faith-based, and community organizations, and SLTT governments, with the goal of maximizing coordination and reducing duplication of effort;
- Creating a cohesive planning network that builds and implements preparedness initiatives using FEMA resources, as well as other federal, SLTT, private sector, and faith-based community resources;
- Management of all available preparedness funding sources to ensure their effective use and to minimize duplication of effort;
- Ensuring investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR;

- Assist in preparation and revision of the state, regional, or local homeland security plan or the threat and hazard identification and risk assessment, as the case may be; and
- Assist in determining effective funding priorities for SHSP grants.

SAC Charter

The governance of the SHSP and UASI programs through the SAC should be directed by a charter. All members of the SAC should sign and date the charter showing their agreement with its content and their representation on the Committee. Revisions to the governing charter must be sent to the recipient's assigned FEMA HQ Preparedness Officer. The SAC charter must at a minimum address the following:

- A detailed description of the SAC's composition and an explanation of key governance processes, including how the SAC is informed by the state's and urban area's THIRA/SPR;
- A description of the frequency at which the SAC will meet;
- How the committee will leverage existing governance bodies;
- A detailed description of how decisions on programmatic priorities funded by SHSP and UASI are made and how those decisions will be documented and shared with its members and other stakeholders, as appropriate; and
- A description of defined roles and responsibilities for financial decision making and meeting administrative requirements.

To ensure ongoing coordination efforts, SAAs are encouraged to share community preparedness information submitted in a state's BSIR with members of the SAC. SAAs are also encouraged to share their THIRA/SPR data with members of the SAC who are applying for other FEMA preparedness grants to enhance their understanding of statewide capability gaps. The charter should be made available upon request to promote transparency in decision-making related to SHSP and UASI activities.

To manage this effort and to further reinforce collaboration and coordination across the stakeholder community, a portion of the 20% holdback of a state or territory award may be utilized by the SAA to support the SAC and to ensure representation and active participation of SAC members. Funding may be used for hiring and training planners, establishing and maintaining a program management structure, identifying and managing projects, conducting research necessary to inform the planning process, and developing plans that bridge mechanisms, documents, protocols, and procedures.

Urban Area Working Group (UAWG)

UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region. In some instances, high-risk urban area boundaries cross state borders. States must ensure that the identified high-risk urban areas take an inclusive regional approach to the development and implementation of the UASI program and involve the contiguous jurisdictions, mutual aid partners, port authorities, rail and transit authorities, state agencies, Statewide Interoperability Coordinators, Citizen Corps Whole Community Council(s), and campus law enforcement in their program activities.

UAWG Composition and Scope

Pursuant to section 2003(b) of the *Homeland Security Act of 2002* (codified as amended at 6 U.S.C. § 604(b)), eligible high-risk urban areas were determined based on an analysis of relative risk of the 100 most populous Metropolitan Statistical Areas (MSAs), as defined by the Office of Management and Budget (OMB). MSAs are used by FEMA to determine eligibility for participation in the program.

Geographical areas queried do not equate to minimum mandated membership representation of an urban area, nor does this guarantee funding for geographical areas queried. UAWGs are not required to expand or contract existing urban area participation to conform to MSA composition. Detailed information on MSAs is publicly available from the United States Census Bureau at https://www.census.gov/programs-surveys/metro-micro.html.

An SAA must confirm a specific POC with the designated high-risk urban area. The SAA POC is responsible for identifying and coordinating with the POC for the UAWG. This information must be provided to FEMA with the grant application. SAAs must work with existing high-risk urban areas to ensure that information for current POCs is on file with FEMA.

Membership in the UAWG must provide either direct or indirect representation for all relevant jurisdictions and response disciplines (including law enforcement, fire service, EMS, hospitals, public health, and emergency management) that comprise the defined high-risk urban area. It must also be inclusive of local Whole Community Citizen Corps Council and tribal representatives. The UAWG should also include at least one representative from each of the following significant stakeholders:

- Local or tribal government officials
- CIO and CISO
- Emergency response providers, which shall include representatives of the fire service, law enforcement, emergency medical services, and emergency managers
- Public health officials and other appropriate medical practitioners, including Health Care Coalitions (HCCs)
- Individuals representing educational institutions, including elementary schools, middle schools, junior high schools, high schools, community colleges, and other institutions of higher education
- State and regional interoperable communications coordinators, and state and major urban area fusion centers, as appropriate

In addition to representatives from the local jurisdictions and tribes within the state or high-risk urban area, the UAWG should include officials responsible for the administration of Centers for Disease Control and Prevention's (CDC) and the HHS Assistant Secretary for Preparedness and Response's (ASPR) cooperative agreements. Finally, it must be inclusive of members advocating on behalf of youth, older adults, individuals with disabilities, individuals with limited English proficiency and others with access and functional needs, socio-economic factors, and cultural diversity.

High-risk urban areas will use the URT to verify UAWG structure and membership. The list of UAWG members must also be submitted at the time of application as an attachment in ND Grants. High-risk urban areas must notify the SAA and the FEMA Headquarters Preparedness Officer of any updates to the UAWG structure or membership after the application is submitted.

UAWG Responsibilities

UAWGs must ensure that applications for funding under the UASI program support closing capability gaps or sustaining capabilities identified in the high-risk urban area's THIRA/SPR. The UAWG should support state efforts to develop the SPR, particularly as it relates to UASI-funded activities. The UAWG, in coordination with the SAA POC, must develop a methodology for allocating funding available through the UASI program. The UAWG must reach consensus on all UASI funding allocations. If consensus cannot be reached within the 45-day period allotted for the state to obligate funds to subrecipients, the SAA must make the allocation determination. The SAA must provide written documentation verifying the consensus of the UAWG or the failure to achieve otherwise on the allocation of funds and submit it to FEMA immediately after the 45-day period allotted for the state to obligate funds to subrecipients. Any

UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the UAWG, and FEMA upon request, demonstrating how any UASI funds retained by a state are directly supporting the high-risk urban area.

UAWG Charter

In keeping with sound project management practices, the UAWG must ensure that its approach to critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies are formalized in a working group charter, or another form of standard operating procedure related to the UASI program governance. The charter must also outline how decisions made in UAWG meetings will be documented and shared with UAWG members. The UAWG charter must be submitted at the time of application as an attachment in ND Grants and must be on file with FEMA prior to drawing down UASI funding. It also must be available to all UAWG members to promote transparency in decision making related to the UASI program.

Supplemental SHSP and UASI Guidance

Collaboration

Collaboration with Other Federal Preparedness Programs

FEMA strongly encourages states, high-risk urban areas, tribes, and territories to understand other federal preparedness programs in their jurisdictions and to work with them in a collaborative manner to leverage all available resources and avoid duplicative activities. For example, HHS has two robust preparedness programs—CDC's Public Health Emergency Preparedness (PHEP) cooperative agreement and ASPR's Hospital Preparedness Program (HPP) cooperative agreement—that focus on preparedness capabilities. CDC's 15 public health preparedness capabilities and ASPR's 4 healthcare preparedness capabilities serve as operational components for many of the core capabilities, and collaboration with the PHEP directors and HPP coordinators can build capacity around shared interests and investments that fall in the scope of these HHS cooperative agreements and the HSGP.

States and high-risk urban areas should coordinate among the entire scope of federal partners, national initiatives, and grant programs to identify opportunities to leverage resources when implementing their preparedness programs. These may include but are not limited to: Medical Reserve Corps; Emergency Medical Services for Children grants; ASPR HPP; CDC PHEP; CDC Cities Readiness Initiative; Strategic National Stockpile Programs; EMS; DOJ grants; the Department of Defense 1033 Program (also known as the LESO Program); and the Resilience Directorate/Office of Infrastructure Protection's (OIP) Regional Resilience Assessment Program (RRAP). However, coordination is not limited to grant funding. It also includes leveraging assessments such a Transportation Security Agency's (TSA) Baseline Assessment for Security Enhancement (BASE), reporting from the Intelligence Community, risk information such as USCG's Maritime Security Risk Analysis Model (MSRAM), and USBP Sector Analysis.

Each SHSP- and UASI-funded investment that addresses biological risk, patient care, or health systems preparedness should be implemented in a coordinated manner with other federal programs that support biological and public health incident preparedness such as those administered by HHS ASPR, CDC, and DOT's National Highway Traffic Safety Administration (NHTSA).

Collaboration with Health Care Coalitions (HCCs)

HCCs are regional entities comprised of health care, public health, emergency management, and emergency medical services organizations that plan and respond together, leverage resources, and address

challenges in health care delivery brought on by public health and medical incidents. Given that many of the risks being mitigated include the potential for a range of mass casualties, including those across the chemical, biological, radiological, nuclear, explosive (CBRNE) spectrum, planning efforts should include the participation of HCCs and should take into account the elements and capabilities articulated in the 2017-2022 Health Care Preparedness and Response Capabilities (https://www.phe.gov/Preparedness/planning/hpp/reports/Documents/2017-2022-healthcare-pr-capablities.pdf).

Collaboration with Nonprofit Organizations

SHSP and UASI recipients are encouraged to work with the nonprofit community to address terrorism and all-hazards prevention concerns, seek input on the needs of the nonprofit sector, and support the goals of their investments.

Collaboration with Tribes

FEMA strongly encourages states, high-risk urban areas, and territories to work with tribal nations in overall initiatives, such as whole community preparedness and emergency management planning.

Whole Community Preparedness

SHSP and UASI recipients should engage with the whole community to advance community and individual preparedness and to work as a nation to build and sustain resilience. Recipients should consider the three goals of the 2022-2026 FEMA Strategic Plan in their program design and delivery, specifically Strategic Goal 1.3: Achieve equitable outcomes for those we serve, and Strategic Goal 3: Promoting and sustaining a prepared nation. Recipients should integrate program design and delivery practices that ensure representation and services for under-represented diverse populations that may be more impacted by disasters including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations. Individual preparedness must be coordinated by an integrated body of government and nongovernmental representatives as well, including but not limited to, elected officials, the private sector (especially privately owned critical infrastructure), private nonprofits, nongovernmental organizations (including faith-based, community-based, and voluntary organizations), advocacy groups for under-represented diverse populations that may be more impacted by disasters including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

FEMA has programming designed to increase the resilience of individual Americans and communities. Please email Prepare@fema.dhs.gov to contact one of the Agency's subject matter experts to receive guidance and assistance. The following tools, trainings, and products may be ordered directly, free of charge, from FEMA's warehouse at https://orders.gpo.gov/icpd/ICPD.aspx; **many of them might be allowable costs, but recipients and subrecipients should ensure that these activities can also help build target capabilities for preventing, preparing for, protecting against, and responding to acts of terrorism.**

- **Community Emergency Response Team (CERT)** programs, which educate volunteers about disaster preparedness for the hazards that may impact their area and train them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks.

- **Financial Resilience**: FEMA partners with philanthropic and nonprofit organizations to increase the financial resilience of the public in advance of disasters, including acts of terrorism. Activities include helping the public to organize finances and increasing the understanding of what FEMA assistance can provide. Partnerships with local financial wellness organizations such as credit unions, financial counselors, community banks, and others that reach a variety of audiences are encouraged. The Emergency Financial First Aid Kit (EFFAK) provides individuals, families, and businesses the ability to organize critical financial, medical, and household information. It includes a checklist of important documents and forms to compile your relevant information.
- **Building Capacity with Community Based Organizations**: Community-Based Organizations serve as a critical safety net for Americans disproportionately impacted by disasters, including acts of terrorism. Allowable activities include Whole Community exercises, trainings, and activities focused on staff preparedness; information sharing with clients and government; and continuity of essential functions in the event of an emergency. In 2019, FEMA launched the Organizations Preparing for Emergency Needs Training (OPEN). OPEN includes both a web-based, self-guided training, and a downloadable instructor kit that will guide participants on how to identify risks, locate resources, and take preparedness actions. When Community-Based Organizations, such as food pantries, daycares, and nonprofits, are unable to sustain operations during an emergency incident, individuals who rely on them are exponentially impacted. Because of their importance in keeping the community going, OPEN is designed to empower these organizations to better prepare for incidents. Community-Based Organizations include but are not limited to food banks, food pantries, homeless shelters, school readiness and after school centers, adult day care centers, job training centers, legal assistance centers, and cultural centers.
- **Preparedness Actions**: FEMA curates validated guidance for decision-making (protective actions) for the public in order to increase survival rates and improve disaster recovery, including from acts of terrorism. Recipients may order, free of charge, hazard information sheets on 17 different types of threats and hazards, the "12 Ways to Prepare Postcard," guidance on how to create an emergency communications plan for a family, and a breadth of depth of other material at https://orders.gpo.gov/icpd/ICPD.aspx.
- **Youth Preparedness Resources** are available on www.ready.gov/kids. Bolstering youth preparedness across the nation is a priority for FEMA as the Agency works with state, local, tribal, and territorial partners to create a culture of preparedness in the United States. Information on youth-centric educational curricula, games, planning materials, and other relevant resources can be found at www.ready.gov/kids.

  The following are examples of youth preparedness activities that grantees are encouraged to undertake as allowable costs:
  - Reach out to a local school board or elementary school to encourage the adoption of the Student Tools for Emergency Planning (STEP) curriculum. STEP is a classroom-based emergency preparedness curriculum for 4th- and 5th-graders in an easy, ready-to-teach format. Students will learn about disasters, emergencies, and hazards, and how to create a disaster supply kit and family emergency communication plan. An overview of the STEP program along with the instructor guide and student activity book is available at https://www.ready.gov/student-tools-emergency-planning-step; and
  - Sponsor the creation of a Teen CERT in your jurisdiction. The CERT Program is a national program of volunteers trained in disaster preparedness and emergency response. Volunteers come from all ages and all walks of life, including teenagers. Additional information, including a step-by-step guide on how to start a Teen CERT, is available at https://www.ready.gov/teen-cert.

  The following tools are available to order from FEMA's warehouse free of charge:

- "Prepare with Pedro" is a joint product of FEMA and the American Red Cross. The "Prepare with Pedro: Disaster Preparedness Activity Book" is designed to teach young children and their families about how to stay safe during disasters and emergencies. The book follows Pedro around the United States and offers safety advice through crosswords, coloring pages, matching games, and more. Additional information, including an ordering form, is available at https://www.ready.gov/prepare-pedro; and
- The Ready 2 Help card game is a fun way for kids to learn how to respond to emergencies by working with friends and using skills that will help in a real emergency. Ready 2 Help teaches five simple steps to stay safe and make a difference until help arrives:
  - Stay Safe;
  - Stay Calm;
  - Get Help;
  - Give Info; and
  - Give Care.

  Ready 2 Help is designed for children ages 8 and up. Additional information, including an ordering form, is available at https://www.ready.gov/ready-2-help.

Supplemental OPSG Program Guidance

OPSG supports enhanced cooperation and coordination among CBP, USBP, and federal and SLTT law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. OPSG also further enhances the sharing of threat information and intelligence between federal, state, local, tribal, and territorial law enforcement agencies through the development and sustainment of a capable workforce of analysts that have the necessary experience and training, access to open source, unclassified and classified information, products, data, suspicious activity reporting, tips/leads, and online/social media-based threats, as well as necessary services and technology to facilitate analytic capabilities and collaboration.

SLTT law enforcement agencies will utilize their own law enforcement authorities to support the CBP and USBP border security mission and will not receive any additional authority as a result of participation in the grant. An OPSG award does not provide any additional authority to SLTT law enforcement agencies. More specifically, SLTT law enforcement agencies are not empowered through OPSG to enforce immigration authorities under Title 8 of the U.S. Code (i.e., the *Immigration and Nationality Act*).

SLTT law enforcement agencies are expected utilize their own jurisdictional authority in support of enhanced border security unless some other agreement applies. SLTT law enforcement agencies are further expected to operate within the bounds of all applicable laws, to include federal laws, state statutes, and local laws, policies, and procedures.

OPSG is intended to support border states and territories of the United States in accomplishing the following objectives:

- Increase intelligence and operational capabilities to prevent, protect against, and respond to border security issues;
- Increase coordination and collaboration among federal and SLTT law enforcement agencies;
- Continue the distinct capability enhancements required for border security and border protection;

- Provide intelligence-based operations through USBP Sector Level experts to ensure safety and operational oversight of federal and SLTT law enforcement agencies participating in OPSG operational activities;
- Support a request to any Governor to activate, deploy, or redeploy specialized National Guard Units/Packages and/or elements of state law enforcement to increase or augment specialized/technical law enforcement elements operational activities;
- Continue to increase operational, material, and technological readiness of SLTT law enforcement agencies;
- Enhance the sharing of threat information and intelligence between federal and SLTT law enforcement agencies; and
- Develop and sustain a capable workforce of analysts that have the necessary experience and training, as well as access to open source, unclassified, and/or classified information, products, data, suspicious activity reporting, tips/leads, and online/social media-based threats, and the necessary services and technology to facilitate these analytic activities.

OPSG funds must be used to provide an enhanced law enforcement presence and to increase operational and intelligence capabilities of federal and SLTT law enforcement, promoting a layered, coordinated approach to law enforcement within border states and territories of the United States.

- **Federal and SLTT OPSG Integrated Planning Team (IPT).** Federal and SLTT partners must establish and maintain a formalized OPSG IPT with representation from all participating law enforcement agencies, co-chaired by representatives from USBP, the SAA, and participating law enforcement agencies' OPSG program representatives.
- No fewer than two IPT meetings must take **place during every funding year:**
    - Prior to submitting the Concept of Operations (application)
    - Prior to submitting the Campaign Plan
- OPSG funds may be used for travel and per diem in support of the IPTs and OPSG strategic planning events as long as the costs are otherwise compliant with other program and regulatory requirements.

Coordination Requirements

All operational plans should be crafted in cooperation and coordination among federal and SLTT partners. Consideration will be given to applications that are coordinated across multiple jurisdictions. All applicants must coordinate with the USBP Sector Headquarters with geographic responsibility for the applicant's location in developing and submitting an Operations Order with an embedded budget to the SAA. OPSG funds must be used to provide increased operational capabilities to SLTT partners in support of enhanced border security through:

- Enhanced Law Enforcement Presence;
- Enhanced Situational Awareness; and
- Enhanced Intelligence Collection and Distribution.

After awards are announced, prospective recipients will re-scope the draft Operations Order and resubmit it as a final Operations Order with an embedded budget based on actual dollar amounts awarded. The appropriate Sector Headquarters will approve final Operations Orders and forward those orders to Headquarters, Office of Border Patrol, Washington, DC, before funding is released. Recipients may not begin operations, obligate, or expend any funds until FEMA and USBP Headquarters have approved the final Operations Order and the embedded budget and removed any existing special conditions and/or restrictions.

Transportation Costs and Costs Related to the Provision of Acute Medical Care
Please see IB 438 for information on transportation costs and costs related to the provision of acute medical care under an OPSG award.

OPSG Operations Order Template and Instructions

Operations Order Template Instructions

To access the OPSG Operations Order Template:

- Find the Homeland Security Grant Program posting via the search function on Grants.gov;
- Select the Related Documents tab on the posting; and
- Click on the OPSG Operations Order Template and fill out all sections of the template.

Executive Summary Overview

Operations Order Executive Summary
Operations Order Executive Summary must:

- Identify the organization name, point of contact, committees, and other structures accountable for implementing OPSG in the jurisdiction (typically this will be a program lead or manager overseeing operations and individuals assigned to that agency); and
- Describe how federal and SLTT law enforcement agencies will work together to establish and enhance coordination and collaboration on border security issues.

Budget Requirements Overview
Operations Order Detailed Annual Budget must:

- Explain how costs and expenses were estimated; and
- Provide a narrative justification for costs and expenses. Supporting tables describing cost and expense elements (e.g., equipment, fuel, vehicle maintenance costs) may be included.

Submission Requirements
Operations Orders must meet the following submission requirements:

- Must be submitted as an Adobe PDF document;
- All documents submitted must use the unique identifier created by the OPSG data management system from the original associated operation order; and
- Applicable OPSG sector representatives must coordinate with the SAA and OPSG participants to submit an accurate inventory of all specified OPSG purchased property with each Operations Order/FRAGO.

Due to the competitive nature of this program, separate attachments will neither be accepted nor reviewed.

OPSG Operational Guidance

This section provides operational guidance to OPSG applicants on the development of a concept of operations and campaign planning, the tactical operation period, and reporting procedures. This guidance also delineates specific roles and responsibilities, expectations for operations, and performance measures.

Successful execution of these objectives will promote situational awareness among participating agencies and ensure a rapid, fluid response to emerging border-security conditions.

OPSG uses an integrated approach to address transnational criminal activity. Federal and SLTT partners are required to establish and maintain an OPSG IPT with representation from all participating law enforcement agencies, co-chaired by representatives from USBP, the SAA, and participating local law enforcement agencies' OPSG program representatives. Each operational order will address specific threats, gaps, and vulnerabilities identified by the USBP. All requests in the operational plan will be reviewed and approved by the corresponding sector's Chief Patrol Agent or his/her designee for border security value. USBP will provide routine monitoring and technical expertise to each participating agency. The content of each operational plan, to include the requested items will be reviewed for border-security value and approved by the corresponding sector's Chief Patrol Agent or his/her designee.

All operational plans should be crafted in cooperation and coordination with federal and SLTT partners to meet the needs of the USBP Sector. Consideration will be given to applications that are coordinated across multiple jurisdictions. All applicants must coordinate with the CBP/USBP Sector Headquarters with geographic responsibility for the applicant's location in developing and submitting an Operations Order with an embedded budget to the SAA. Operations are to be crafted so that resources are allocated to one or more of the supportable categories:

1) Law Enforcement Presence;
2) Situational Awareness; and/or
3) Intelligence Collection, Analysis, and Distribution.

Law Enforcement Presence includes activities and costs associated to having an SLTT partner provide a law enforcement patrol presence in an area designated by the USBP Sector in support of border security efforts. Situational Awareness includes technology to provide current and immediately relevant information about currently active border security threats. Intelligence Collection and Distribution includes both technology and manpower related to the gathering and analysis of intelligence with a nexus to border security.

The terms of an OPSG award do not extend to an SLTT partner any authority to enforce additional laws, statues, or regulations beyond their own authorities; SLTT partners are not empowered through OPSG to enforce immigration authorities under Title 8 of the U.S. Code (i.e., the *INA*). Participation in the grant does not grant participants the power to operate outside of their own jurisdictional boundaries.

Concept of Operations and Campaign Planning

Post-Allocation Announcement/Pre-Award

The overarching operational cycle involves three stages: 1) application; and 2) concept of operations to formulate a Campaign Plan, which are all developed by the IPT. All Operations Orders: Concept of Operations (CONOPS), Operation Orders (OO) or Campaign Plans and FRAGOs shall be submitted through the CBP Stonegarden Data Management System. All OPSG grant Application packages shall be submitted to the SAA for entry into Grants.gov.

Application: Please refer to the current fiscal year's HSGP NOFO and relevant information in this Manual.

Campaign Plan: After awards are announced, participants will create and submit an operations order that forms a campaign plan and captures the initial, generalized-budgetary intent to their IPT.

The campaign plan should articulate the participant agency's long-term border security objectives and goals designed to mitigate border-security risk.

Funds should be obligated as needed to target specific threats or vulnerabilities and ensure that OPSG usage is commensurate to the unique risk of each border region. This may require several short-term operations that combine to form an ongoing operational cycle, ensuring that USBP commanders and SLTT agency partners reserve the flexibility to respond to the ever-changing elements of border security.

The operations plan also will articulate the budgetary intent of how funds are to be used throughout the performance period. The operations plan will project planned expenditures in the following categories: overtime, equipment, travel, maintenance, fuel, and administrative funds. The subrecipient can initiate the procurement of equipment as well as state how much the county intends to use for M&A while keeping funds for overtime or residual equipment funds available for use as needed. If the subrecipient intends to spend more than 50% of its award on overtime over the course of the performance period, a PRICE Act waiver request must be submitted in accordance with the policy initially outlined in IB 379: Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding. The operations plan will meet both the SAA expectations to obligate the funds within 45 days of the award announcement and the demands of the grant's operational intent. **Sector approved campaign plans must be submitted to USBP Headquarters no later than four months after the official awards announcement has been made.**

Investment Modifications - Changes in Scope or Objective: Changes in scope or objective of the award – including those resulting from intended actions by the recipient or subrecipients – require FEMA's prior written approval, in accordance with 2 C.F.R. §§ 200.308(c)(1), 200.407.

In the event that changes must be made to the original operational plan, such as additional funding requests or other changes to the original scope or objectives, a FRAGO must be submitted in HSIN to obtain FEMA's prior written approval of such changes in accordance with 2 C.F.R. § 200.308(c)(1). These modifications will be annotated in the annex section of the FRAGO.

Operational Execution
In the event that changes or additional funding requests to the original operational order must be made, a FRAGO will be created. These modifications will be annotated in the annex section of the FRAGO. Operational discipline is necessary for the success of OPSG. Deliberate, adaptive, integrated, and intelligence-driven planning is critical to conducting targeted enforcement operations consistent with the objectives of the OPSG. By participating in the OPSG, the state, local, tribal, and territorial agencies agree to conduct operations designed to reduce border-security risk.

Operations are composed of six critical elements: 1) a pre-planning meeting with the IPT; 2) specified beginning and ending dates; 3) the integration of intelligence and border security; 4) use of targeted enforcement techniques; 5) clearly stated objectives; and 6) an after-action meeting. These operations require deliberate on-going planning to ensure command, staff, and unit activities synchronize to current and future operations. The cyclical nature of the process will ensure OPSG activities align with the fluctuating border-security threats and vulnerabilities. The IPT should leverage information provided by the fusion center, Border Intelligence Centers, or other local intelligence center, when possible, and establish a common operational vision.

The USBP Sector's Chief Patrol Agent, or his/her designee, will ensure that the information or intelligence has a clear nexus to border security. Intelligence will be shared and vetted for border security value, driving the focus of operations. Once intelligence-driven targets are identified, the IPT will decide on operational objectives that reflect the intended impact of operations. The objectives should outline how

the operation will deter, deny, degrade, or dismantle the operational capacity of the targeted transnational criminal organizations.

Each operational period will begin on a predetermined date and end on a predetermined date, but the dates may be subject to change commensurate with emerging security conditions. The starting date of the operational period should be established to allow sufficient time for the order to be submitted and approved by the corresponding USBP Sector and in concurrence with its SAA and USBP Headquarters. The USBP Sectors will upload copies of operations order in the corresponding folder in the CBP Stonegarden Data Management System.

Reporting Procedures

Participation in OPSG requires accurate, consistent, and timely reporting of how funds are used, and how the state, local and tribal agencies' operations have impacted border security through the mitigation of threat or vulnerability and the overall reduction of risk. Reporting will focus on monitoring program performance; determining the level of integration and information sharing; and developing best practices for future operations. To ensure consistent reporting each state, local, and tribal agency will identify a single point of contact to represent their agency as a member of the IPT and to coordinate the submission of reports or execute other aspects of the grant.

The Daily Activity Report (DAR), which can be found by selecting the link for the current fiscal year HSGP NOFO on FEMA's preparedness grants page (https://www.fema.gov/homeland-security-grant-program) to be used to submit the ongoing results and outputs from OPSG operations conducted. The information and statistics included in the DAR will be delineated by agency (friendly forces). The DAR must be submitted to the USBP sector or the participating agency's OPSG coordinator within 48 hours of the conclusion of each OPSG shift. Subrecipients and Sectors are responsible to ensure that DARs are submitted in the proper format and in a timely manner. DARs will be submitted using the CBP Stonegarden Data Management System. Friendly Forces receiving funding through a subrecipient will submit DARs within 48 hours. Border Patrol Sectors and OPSG subrecipients will implement internal protocols to ensure operational data from subrecipients and friendly force DARs are properly collected following the established guidelines.

In addition to the ongoing reporting of outputs, subrecipient participants will be required to submit AARs to USBP sectors within 10 days of closing the operational POP for that funding year. The AAR should carefully articulate outcomes and outputs as well as how the results of the operation compare with the objectives identified during the pre-planning meeting. Failure to submit the AAR in a timely manner may prevent the approval of future operations requests. All AARs and other OPSG reporting requirements will be submitted through the CBP Stonegarden Data Management System. Sectors are responsible for submitting AARs into Border Patrol Enforcement Tracking System (BPETS) as applicable.

Operational Roles and Responsibilities

To achieve unity of effort, it is essential that each participant know the roles and responsibilities within the IPT. The USBP sector's Chief Patrol Agent, or his/her designee, will:

- Coordinate and chair the area IPT's meetings;
- Coordinate with all interested and eligible SLTT agencies in the sector's area of operation during the open period of the OPSG application process by:
    - Assisting applicants in completing the operations planning portion of the application, which is like the Operations Order used by the USBP;

    - Forwarding the approved operation portion of the application to CBP/USBP Headquarters as well as to the SAA to complete the application process set by FEMA; and
    - Detailing what operational support the USBP Sector anticipates for specific periods and matching the capabilities of partners to fill those gaps.
- Following the announcement of grant awards, coordinate and chair a meeting with SLTT agencies that received OPSG awards to develop an individualized campaign plan. This includes:
    - Working with SLTT agencies, along with other federal law enforcement agencies to determine the dates, focus, and needs of each operational period, ensuring that each operation has a nexus to border security;
    - Receiving the first periodic operations order from the SLTT agencies and ensuring that the operation is conducted as outlined in the Campaign Planning section;
    - Monitoring and supporting the Operational Cycle throughout the performance period
    - Ensuring the DAR and the AAR are submitted by state, local, and tribal agencies in the proper format and within the established timeframes;
    - Providing instruction, when possible, to state, local, and tribal agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area;
    - Providing a single point of contact to participants as a subject-matter expert in OPSG that can coordinate, collect, and report operational activities within the established reporting procedures;
    - Providing verification that operations are conducted;
    - Documenting and conducting random, on-site operational verification of OPSG patrols by subrecipients and friendly forces;
    - Verifying that subrecipients are performing OPSG enforcement duties in accordance with the applicable grant, statute, and regulatory guidance and instructions; and
    - Ensuring that grant funds are appropriately expended to meet sector border enforcement operational requirements and assist in enhancing subrecipient/friendly force capabilities to provide for enhanced enforcement presence, operational integration, and intelligence sharing in border communities.

The state, local or tribal agency lead, or their designee, will:

- Coordinate with the SAA on all grant management matters including but not limited to the development and review of operations orders, expenditure of funds, allowable costs, reporting requirements;
- Upon receiving a grant award, coordinate and meet as a member of the IPT to develop an individualized campaign plan that covers the length of the grant performance period;
- Work within the IPT to develop an initial Operational Cycle and determine the duration of the first operational period based on the tactical needs specific to the area;
- Submit all operations orders for review and submit the operations order to the Border Patrol and ensure the operation meets the six criteria established in the Operations Section:
    - Conduct operations on an as-needed basis throughout the length of the grant performance period;
    - Integrate law enforcement partners from contiguous counties and towns into their tactical operations to expand the layer of security beyond existing areas;
    - Ensure all required reports, including reports from friendly forces, are submitted to the Border Patrol and the SAA, when applicable, in the proper format and within established timeframes;
    - Ensure applicable OPSG-derived data is shared with the designated fusion center in the state or high-risk urban areas;

- Ensure applicable intelligence is shared with the designated fusion center in the state and/or high-risk urban areas;
- Request instruction and information from the SAA, when applicable, and/or USBP and other federal law enforcement agencies regarding techniques, methods, and trends used by transnational criminal organizations in the area;
- Provide the SAA and USBP a single point of contact that maintains subject-matter expertise in OPSG who can coordinate, collect, and report operational activities within the established reporting procedures; and
- Assist as required with the coordination, management, and operational aspects of the grant.

The SAA will:

- Actively engage in the IPT meetings;
- Work in direct coordination and communication with the local or tribal agency lead on all grant management matters;
- Review all operations orders created by the local or tribal agency;
- Acts as the fiduciary agent for the program and provide expertise in state policy and regulations;
- Enter into a subaward agreement to disburse the allocated funding awarded through FEMA;
- Generate biannual reports to FEMA capturing the subrecipients' obligations and expenditures of funds;
- Determine if the grant's performance period requires additional refinement over the federally established 36-month period;
- Conduct audits of the program to ensure that the subrecipients are following program guidance; and
- Assist as required with the coordination, management, and operational aspects of the grant.

Definitions (OPSG only)

Area of Interest: A specific area, areas, or facilities known to be used by transnational criminal organizations in furtherance of their criminal activity.

Border-security related crime: Any action or enterprise that constitutes an offense which is punishable by law:

- That results in a favorable environment for criminal enterprise network, transnational criminal, or terrorist organizations; the smuggling/trafficking of humans, contraband, narcotics, or weapons of mass destruction across or in proximity to the U.S. border or;
- That has a direct nexus to illicit cross-border activity; and
- For which prosecution would serve established border security goals as outlined by the CBP for a whole of community approach.

Campaign Plan: The first Operational Order based on the CONOP aimed at accomplishing a strategic or operational objective within a given time and space.

Concept of Operations (CONOP): A written statement that clearly and concisely expresses what the State, local, or tribal commander intends to accomplish and how it will be done using available resources (and funding). It is also the operational equivalent of the OPSG grant application.

Fragmentary Order (FRAGO): A fragmentary order is a modification of the approved campaign plan, reflecting changes to the scope or objective pursuant to 2 C.F.R. § 200.308(c)(1). After an operation order has been approved, any changes to a campaign plan will be submitted via HSIN as a FRAGO for FEMA's

approval. Subsequent FRAGOs are permissible, subject to FEMA's prior written approval, consistent with the requirements of 2 C.F.R. §§ 200.308, 200.407.

Friendly Forces: Local law enforcement entities with whom OPSG subrecipients provide funding to support border security operations.

Integrated Planning Team (IPT): Group that coordinates on all aspects of OPSG application, planning, and de-briefings.

Operational Cycle: A deliberate on-going cycle of command, staff, and unit activities intended to synchronize current and future operations (driven by current intelligence and short-term goals that support the campaign).

Operational Discipline: The organized manner in which an organization plans, coordinates, and executes the OPSG mission with common objectives toward a particular outcome.

Operation/Operational Order (OO): A formal description of the action to be taken to accomplish or satisfy a CONOP, Campaign Plan, or FRAGO. The OO includes a detailed description of actions to be taken and required logistical needs to execute an operation.

Opioid Receptor Antagonists: Any medically approved drug or medical substance that can be utilized by first responder personnel in an emergency situation that is designed to counteract the effects of an opioid overdose.

Performance Measure: A numerical expression that quantitatively conveys how well the organization is doing against an associated performance goal, objective, or standard.

Risk: Potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Targeted Enforcement: The leveraging of all available assets against a specific action, area, individual, or organization and using those deemed most appropriate to mitigate risk.

Target of Interest: A specific person, group of persons, or conveyance known to be part of, or used by transnational criminal organizations to advance their criminal activity.

Threat: Information expressing intent to conduct illegal activity often derived from intelligence sources, the overall context, a specific event or series of events, or observation of suspicious activity.

Tier: Tier refers to the geographical location of a municipality, county, or tribe with respect to the United States national border, i.e., Tier 1 is a county located on the border; a Tier 2 county is a county contiguous to a Tier 1 county; and a. Tier 3 is a county not located on the physical border but is a contiguous to a Tier 2 county.

Unity of Effort: Coordination and cooperation among all organizational elements, even though they may not be part of the same command structure, to achieve success.

Vulnerability: The protective measures in place are less than the protective measures needed to mitigate risk.

HSGP Supplemental Material

FEMA collaborates with various subject-matter experts and acknowledges the value and expertise these Federal partner agencies provide to help shape the development and implementation of the HSGP. This continued partnership and collaboration helps provide recipients with the greatest number of resources required to effectively manage and implement funds as well as promotes transparency. Therefore, FEMA is providing hyperlinks to information on various subjects and policies that are relevant to the mission and intent of the FEMA and its preparedness grant programs.

Chemical, Biological, Radiological, and Nuclear (CBRN) Detection

The Countering Weapons of Mass Destruction (CWMD) Office is a support component within DHS established in December 2017 to counter attempts by terrorists or other threat actors to carry out an attack against the United States or its interests using a weapon of mass destruction. The CWMD Office provides guidance to improve national coordination on CBRN issues and works with federal and SLTT agencies to ensure operators have better access to current data and subject matter expertise they need. CWMD offers THIRA Technical Assistance for CBRN threats to provide guidance to SLTT partners seeking to build or sustain CBRN detection and response capabilities. For more information or assistance, please contact CWMD-THIRA@hq.dhs.gov.

National Information Exchange Model (NIEM)

NIEM is a common vocabulary that enables efficient information exchange across diverse public and private organizations. NIEM can save time and money by providing consistent, reusable data terms and definitions and repeatable processes. To support information sharing, all recipients of grants for projects implementing information exchange capabilities are required to use NIEM and to adhere to the NIEM conformance rules. Go to https://niem.gov/ for guidance on how to utilize FEMA award funding for information sharing, exchange, and interoperability activities.

The NIEM Emergency Management domain supports emergency-related services (including preparing first responders and responding to disasters), information sharing, and activities such as homeland security and resource and communications management. The NIEM Emergency Management domain has an inclusive governance structure that includes federal, state, local, industry, and, where necessary, international partnerships. The NIEM Emergency Management domain is committed to community support via technical assistance and NIEM training. For more information on the NIEM Emergency Management domain, to request training or technical assistance or to just get involved, go to https://niem.gov/EM.

Integrated Public Alert and Warning System (IPAWS)

The current IPAWS Supplemental Guidance on Public Alert and Warning provides guidance on eligible public alert and warning activities and equipment standards for prospective SLTT recipients. The intent of this document is to promote consistency in policy across federal grant programs and to ensure compatibility among federally funded projects. For more information on the IPAWS, go to https://www.fema.gov/informational-materials.

Homeland Security Information Network (HSIN)

HSIN is a user-driven, web-based, information sharing platform that connects all homeland security professionals including the DHS and its federal, state, local, tribal, territorial, international, and private sector partners across all homeland security mission areas. HSIN is used to support daily operations, events, exercises, natural disasters, and incidents. To support user mission needs, HSIN provides three sets of services for secure information sharing. The first service provides a shared place for communities to securely collaborate on homeland security issues and includes core functions such as a web

conferencing and instant messaging tools with white boarding, video, and chat services for real-time communication and situational awareness. The second set provides secure dissemination and sharing capabilities for homeland security alerts, reports, and products. The third set allows users to access and query a variety of shared data and services from all homeland security mission areas and trusted federal partners. Preparedness grant funds may be used to support planning, training and development costs associated with developing and managing, mission critical, HSIN communities of interest and sites. Learn more about HSIN at http://www.dhs.gov/hsin-hsgp-guidance.

SLTT Cybersecurity Engagement Program

CISA is responsible for enhancing the security, resilience, and reliability of the Nation's cyber and communications infrastructure. CISA works to prevent or minimize disruptions to critical information infrastructure to protect the public, the economy, and government services. CISA leads efforts to protect the Federal ".gov" domain of civilian government networks and to collaborate with the private sector—the ".com" domain—to increase the security of critical networks.

The DHS SLTT Cybersecurity Engagement Program within CISA was established to help non-federal public stakeholders and associations manage cyber risk. The program provides appointed and elected SLTT government officials with cybersecurity risk briefings, information on available resources, and partnership opportunities to help protect their citizens online. Through these and related activities, the program coordinates DHS's cybersecurity efforts with its SLTT partners to enhance and protect their cyber interests. More information on all of the CISA resources available to support SLTT governments is available at https://us-cert.cisa.gov/resources.

Framework for Improving Critical Infrastructure Cybersecurity

When requesting funds for cybersecurity, applicants are encouraged to propose projects that would aid in implementation of all or part of the Framework for Improving Critical Infrastructure Cybersecurity (the "Framework") developed by the National Institute of Standards and Technology (NIST). The Framework gathers existing international standards and practices to help organizations understand, communicate, and manage their cyber risks. For organizations that do not know where to start with developing a cybersecurity program, the Framework provides initial guidance. For organizations with more advanced practices, the Framework offers a way to improve their programs, such as better communication with their leadership and suppliers about management of cyber risks.

CISA's Critical Infrastructure Cyber Community C³ Voluntary Program also provides resources to critical infrastructure owners and operators to assist in adoption of the Framework and managing cyber risks. Additional information on the Critical Infrastructure Cyber Community C³ Voluntary Program can be found at http://www.cisa.gov/ccubedvp.

DHS's Enhanced Cybersecurity Services (ECS) program is an example of a resource that assists in protecting U.S.-based public and private entities and combines key elements of capabilities under the "Detect" and "Protect" functions to deliver an impactful solution relative to the outcomes of the Cybersecurity Framework. Specifically, ECS offers intrusion prevention and analysis services that help U.S.-based companies and SLTT governments defend their computer systems against unauthorized access, exploitation, and data exfiltration. ECS works by sourcing timely, actionable cyber threat indicators from sensitive and classified Government Furnished Information (GFI). DHS then shares those indicators with accredited Commercial Service Providers (CSPs). Those CSPs in turn use the indicators to block certain types of malicious traffic from entering a company's networks. Groups interested in subscribing to ECS must contract directly with a CSP in order to receive services. Please visit http://www.cisa.gov/enhanced-cybersecurity-services for a current list of ECS CSP points of contact.

Regional Resiliency Assessment Program (RRAP)

The RRAP is a cooperative assessment of specific critical infrastructure within a designated geographic area and a regional analysis of the surrounding infrastructure that address a range of infrastructure resilience issues that could have regionally and nationally significant consequences. These voluntary, non-regulatory RRAP projects are led by the Infrastructure Security Division and are selected each year by DHS with input and guidance from federal, state, and local partners. For additional information on the RRAP, visit https://www.cisa.gov/regional-resiliency-assessment-programassessment-program.

Law Enforcement Support Office (LESO), or 1033 Program

The LESO facilitates a law enforcement support program, which originated from the National Defense Authorization Act of Fiscal Year 1997. This law allows the transfer of excess Department of Defense property that might otherwise be destroyed by law enforcement agencies across the United States and its territories.

No equipment is purchased for distribution. All items were excess that had been turned in by military units or had been held as part of reserve stocks until no longer needed. Requisitions cover the gamut of items used by America's military — clothing and office supplies, tools, and rescue equipment, vehicles, small arms, and more. There is no fee for the equipment itself, however, the law enforcement agencies are responsible for the shipping costs.

For additional information on the LESO, please visit
http://www.dla.mil/DispositionServices/Offers/Reutilization/LawEnforcement.aspx.

Supplemental Emergency Communications Guidance

Lessons learned from recent major disasters, unplanned events, and full-scale exercises have identified a need for greater coordination of emergency communications among senior elected officials, emergency management agencies, and first responders at all levels of government. Federal responders arriving on the scene of a domestic incident are not always able to communicate with SLTT response agencies, as well as key government officials. State and local first responders sometimes experience similar problems, particularly when the incident requires a multi-agency, regional response effort or when primary communications capabilities fail. This lack of operability and interoperability between federal and SLTT agencies—further complicated by problems with communications survivability and resilience—has hindered the ability to share critical information, which can compromise the unity-of-effort required for an effective incident response.

Departments and agencies at all levels of government have identified a need for improvement in a number of high-priority areas, including Governance, Planning, Training and Exercises, Operational Coordination, and Technology. In addition, communications resilience and continuity should be viewed as a critical component within each of these areas. These priorities are explained in detail in Section 2 of the SAFECOM Guidance. By addressing these priorities, which are reflective of proven best practices, emergency communications can be significantly improved at all levels of government. The end goal is to ensure operable, interoperable, and resilient communications that maintain a continuous flow of critical information, under all conditions, among multi-jurisdictional and multi-disciplinary emergency responders, command posts, agencies, critical infrastructure sectors, and government officials for the duration of an emergency response operation, and in accordance with NIMS and the National Emergency Communications Plan, which describes goals and objectives for improving emergency communications nationwide.

To help meet this goal, the SAFECOM Guidance outlines requirements for grant applications, including alignment to national, regional, and state communications plans (e.g., NECP, Statewide Communication Interoperability Plan (SCIP), Tactical Interoperability Communications Plan (TICP), FEMA Regional Emergency Communications Plan (RECP)), project coordination, and technical standards for emergency communications technologies. SCIPs define the current and future direction for interoperable and emergency communications within a state or territory, while TICPs are designed to allow urban areas, counties, regions, states/territories, tribes, or federal departments/agencies to document interoperable communications governance structures, technology assets, and usage policies and procedures. In addition, FEMA's formal planning process has produced 10 RECPs and their associated state and/or tribal/territorial annexes that identify emergency communications capability shortfalls and potential resource requirements. Grant recipients are encouraged to leverage these planning resources as a source of input and reference for all emergency communications grant applications and investment justifications.

In addition, FEMA formally recognizes several statewide emergency communications governance bodies (e.g., SWIC, SIGB, Statewide Interoperability Executive Committee (SIEC), FirstNet State Single Point of Contact (SPOC)), and strongly encourages grant recipients to closely coordinate with these entities when developing an emergency communications investment to ensure projects support the state or territory's strategy to improve their communications capabilities with the goal of achieving fully operable, interoperable, and resilient communications. In addition, grant applicants should work with public and private entities, and across jurisdictions and disciplines, to demonstrate engagement with the Whole Community in accordance with Presidential Policy Directive-8 (PPD-8).

For regional, cross-border initiatives, FEMA requires applicants to coordinate projects with national level emergency communications coordination bodies, such as the National Council of Statewide Interoperability Coordinators (NCSWIC) and the Regional Emergency Communications Coordination Working Groups (RECCWGs). The NCSWIC promotes and coordinates state-level activities designed to ensure the highest level of public safety communications across the nation. RECCWGs are congressionally mandated planning and coordination bodies located in each FEMA Region and provide a collaborative forum to assess and address the survivability, sustainability, operability, and interoperability of emergency communications systems at all levels of government. Grant-funded investments that are coordinated with these bodies will help ensure that federally funded emergency communications investments are interoperable and support national policies.

Resilient Communications Guidance

Nothing better demonstrates a modern nation than its ability to effectively communicate. The risk imposed by the reliance on communication systems by government and the private sector can be reduced by understanding dependencies, analyzing effects, and taking action. Entities planning to use HSGP funding for communications investments are encouraged to work with state emergency management agencies, SWICs, SIGBs, and appropriate stakeholders at the regional, state, local, territorial, and tribal levels to:

- Establish robust, resilient, reliable, and interoperable communications capabilities. Account for the mission impact of communication system disruptions in your planning;
- Ensure mission-related communications (voice, video, data, and network security requirements) are adequately planned for and understood. It is important to maintain current documentation of your communication systems architecture and perform regular audits. Your ability to continue operations is dependent on the availability of and access to communications systems with sufficient resiliency, redundancy, and accessibility to perform essential functions and provide critical services during a disruption;

- Ensure critical communication systems connectivity among key government leadership, internal elements, other supporting organizations, and the public under all conditions. As such, organizations should ensure current copies of vital records, including electronic files and software, are backed-up and maintained off-site;
- Ensure all communications systems/networks are traced from end to end to identify all Single Points of Failure (SPF). In doing so, grantees should work with communication service providers to add redundancy at key critical infrastructure facilities as needed;
- Ensure key communication systems resiliency through:
    - Ensuring availability of backup systems;
    - Ensuring diversity of network element components and routing;
    - Ensuring geographic separation of primary and alternate transmission media;
    - Ensuring availability of back-up power sources;
    - Ensuring availability and access to systems that are not dependent on commercial infrastructure;
    - Maintain spares for designated critical communication systems; and
    - Work with commercial suppliers to remediate communication Single Points of Failure.
- All communications system owners are encouraged to address the following issues:
    - Integrate communications needs into continuity planning efforts by incorporating mitigation options to ensure uninterrupted communications support;
    - Establish a cybersecurity plan that includes continuity of a communications component such as Radio Frequency (RF)-based communications that do not rely on public infrastructure;
    - Maintain communications capabilities to ensure their readiness when needed;
    - Frequently train and exercise personnel required to operate communications capabilities
    - Test and exercise communications capabilities; and
    - Consider Electromagnetic Pulse (EMP) protective measures for communications systems where practical.

DHS/FEMA Communications Support Services

CISA and FEMA offer a variety of technical assistance and other support services to assist state and local entities in their efforts to comply with the above requirements, including the SAFECOM Guidance, with the goal of ensuring interoperable and resilient emergency communications. A summary of DHS/FEMA support services is provided below. Grant recipients are encouraged to refer to the respective websites for additional information.

CISA Support:

CISA assists agencies through a myriad of services, including direct TA and training provided at no cost to the jurisdiction. The TA offerings include (but are not limited to):

- Coordinated statewide governance (e.g., State Mapping Tool, Interoperable Communications Reference Guides);
- Comprehensive emergency communications planning (e.g., SCIPs, TICPs, and Field Operations Guides);
- Next Generation 911 planning and implementation;
- Data operability and interoperability;
- Alerts and warnings;
- Broadband deployment;
- Cybersecurity education and awareness; and
- Communications Unit (COMU) planning and procedures.

Information on these services is available at https://www.cisa.gov/safecom/ictapscip-resources and https://www.cisa.gov/interoperable-communications-technical-assistance-program.

FEMA Disaster Emergency Communications Division (DEC) Support:
The DEC, within FEMA Headquarters' Response Directorate, has developed State Communications Annexes for all 56 states and territories. DEC provides technical assistance, coordinated through the FEMA Region's Regional Emergency Communications Coordinator (RECC) in scheduling with the states and territories for major updates to the Annexes. Major updates are scheduled on a 3 to 5-year cycle. FEMA DEC supports the major update with a team of communications and emergency management specialists that facilitate a process of interaction with state representatives. This process is coordinated through the SWIC or state designated representative. All documentation is the responsibility of the FEMA support team and validated through state interaction.

Minor yearly updates to the State Annexes are accomplished through the RECCWG process. FEMA DEC support staff, working in coordination with the region-specific RECC, incorporate pertinent update information provided by state and local representatives. Additionally, operational information identified through exercises and incident response activities is a source of update data. The FEMA RECC, with the support of the DEC team, is responsible for maintaining the State Annexes — changes and modifications to the Annexes are validated with the state through RECC coordination with the SWIC or designated state representative.

FEMA National Preparedness Directorate (NPD) Support:
NPD provides training, exercises, and technical assistance to SLTT stakeholders that support operational and emergency communications. Descriptions and resources specific to operational communication are available on FEMA's website (https://www.fema.gov/core-capability-development-sheets) within the Response Mission Area and include the following information to support jurisdictions:

- Description of the operational communications core capability;
- Training for building and sustaining operational communication with specific course titles:
  - Trainings can also be found at https://www.firstrespondertraining.gov/.
- Example capability targets to complete a THIRA:
  - Help in developing targets can be found at www.preptoolkit.fema.gov/urt or requested at FEMA-SPR@fema.dhs.gov.
- Resource types that support operational communications:
  - Additional resource types and position qualifications can be found at https://www.fema.gov/preparedness-checklists-toolkits.
- Tools to validate capabilities through exercises:
  - Technical assistance and support from subject matter experts can be requested through www.fema.gov/national-exercise-program.

FEMA National Continuity Programs (NCP) Support:
NCP's support services focus on holistic continuity planning, of which communications continuity is an important component. Currently, continuity communications training and technical assistance is limited to the FEMA National Radio System (FNARS) and IPAWS and is delivered either on an ad hoc basis at the request of the state entity, through a FEMA Region, or via a requirement for terms of use. Entities interested in NCP support services should contact FEMA-CGC@fema.dhs.gov or consult NCP's Continuity Resources Toolkit webpage at https://www.fema.gov/emergency-managers/national-preparedness/continuity/toolkit.

Program Appendix B:
Tribal Homeland Security Grant Program (THSGP)

As a reminder, while this appendix contains THSGP-specific information and requirements, the main content of this Manual (non-appendix information) contains important information relevant to **all** preparedness grant programs, including the THSGP. Please be sure to read the main content of this Manual in addition to the program-specific appendices.

Alignment of THSGP to the National Preparedness System

The THSGP plays an important role in the implementation of the National Preparedness Goal by supporting the building, sustainment, and delivery of the core capabilities. The core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the Goal. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government. THSGP allowable costs support efforts to build and sustain core capabilities across the prevention, protection, mitigation, response, and recovery mission areas described in the Goal.

Particular emphasis in THSGP will be placed on capabilities that address the greatest risks to the security and resilience of tribal communities and the United States and that provide a clear nexus to preventing acts of terrorism. Funding will support deployable assets that can be utilized through automatic assistance and mutual aid agreements. THSGP supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism;
- Protect our citizens, residents, visitors, and assets against the greatest threats and hazards;
- Mitigate the loss of life and property by lessening the impact of future disasters;
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or
- Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

To support building, sustaining, and delivering these core capabilities, recipients will use the components of the National Preparedness System, which include Identifying and Assessing Risk, Estimating Capability Requirements, Building and Sustaining Capabilities, Planning to Deliver Capabilities, Validating Capabilities, and Reviewing and Updating. Additional information on the National Preparedness System is available at: http://www.fema.gov/national-preparedness-system.

FEMA requires recipients to prioritize grant funding to demonstrate how investments support identified national priorities and closing capability gaps or sustaining capabilities identified in the Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process. In addition to capability gaps they have identified at their level, recipients should consider areas where national capability gaps are the largest, which are outlined in the most recent National Preparedness Report. They include cybersecurity, economic recovery, housing, infrastructure systems, natural and cultural resources, and supply chain integrity and security. Addressing these areas for improvement will enhance preparedness nationwide. Minimum funding amounts are not prescribed by the Department for

these priorities; however, recipients are expected to support state, local, regional, and national efforts in achieving the desired outcomes of these priorities.

Reporting on the Implementation of the National Preparedness System

By December 31, 2022, THSGP recipients are required to complete a THIRA/SPR that addresses all 32 core capabilities and is compliant with the Comprehensive Preparedness Guide (CPG) 201, Third Edition.

THSGP recipients must complete every step of the THIRA/SPR for the following eight core capabilities: Cybersecurity; Infrastructure Systems; Mass Care Services; Mass Search and Rescue Operations; On-scene Security, Protection, and Law Enforcement; Operational Communications; Operational Coordination; and Public Information and Warning. For the remaining 24 core capabilities, THSGP recipients are only required to indicate planning, organization, equipment, training, and exercise gaps in functional areas related to those capabilities. THSGP recipients may optionally complete additional portions of the THIRA/SPR for these 24 core capabilities.

THSGP recipients are required to respond to a series of planning-related questions as part of the THIRA/SPR. THSGP recipients are required to submit a THIRA every three years to establish a consistent baseline for assessment. While the THIRA is only required every three years, THSGP recipients are required to submit an SPR annually. For additional guidance on the THIRA/SPR, please refer to the Comprehensive Preparedness Guide (CPG) 201, Third Edition. Recipients must align THSGP grant investments in building and sustaining capabilities with closing capability gaps and/or sustaining capabilities they identified in their THIRA and SPR.

Reporting Requirements

- THSGP recipients must submit their THIRA/SPR through the Unified Reporting Tool (URT) on Prep Toolkit no later than December 31 for the years they have open THSGP grant awards. If a recipient has completed closeout for their THSGP grant award period of performance, they do not have to submit any more THIRA/SPR updates as the requirement does not apply to closed awards.
- Please contact FEMA-SPR@fema.dhs.gov if you have questions.
- In each THSGP recipient's Biannual Strategy and Implementation Report (BSIR), as part of programmatic monitoring, recipients will be required to describe how investments support closing capability gaps or sustaining capabilities identified in the THIRA/SPR. THSGP recipients will, on a project-by-project basis, check one of the following:
    - Building a capability with THSGP funding; or
    - Sustaining a capability with THSGP funding.

National Incident Management System (NIMS) Implementation

Recipients receiving THSGP funding are required to implement the National Incident Management System (NIMS). NIMS guides all levels of government, nongovernmental organizations (NGO), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness Goal. THSGP recipients must utilize standardized resource management concepts such as typing, credentialing, and inventorying resources that facilitates the effective identification, dispatch, deployment, tracking and recovery of their resources.

The *NIMS Implementation Objectives for Local, State, Tribal, and Territorial Jurisdictions* clarifies the NIMS implementation requirements in FEMA preparedness grant Notices of Funding Opportunities

(NOFOs). As recipients and subrecipients of federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives. The objectives can be found on the NIMS webpage at https://www.fema.gov/emergency-managers/nims/implementation-training.

Reporting Requirements
Recipients report in the applicable secondary NIMS assessment portion of the URT as part of their THIRA/SPR submission, as outlined in the THSGP NOFO.

Planning to Deliver Capabilities

Recipients shall develop and maintain a jurisdiction-wide, all threats and hazards Emergency Operations Plans (EOPs) consistent with CPG 101 Version 2.0 (CPG 101 v2). Recipients must submit an EOP once during the period of performance.

Reporting Requirements
Recipients report EOP compliance with Developing and Maintaining Emergency Operations Plans by completing the secondary CPG 101 v2 assessment portion of the URT as part of their THIRA/SPR submission, as outlined in the THSGP NOFO.

Validating Capabilities

All recipients will develop and maintain a progressive exercise program consistent with Homeland Security Exercise and Evaluation Program (HSEEP) guidance in support of the National Exercise Program (NEP). The NEP serves as the principal exercise mechanism for examining national preparedness and measuring readiness. The NEP is a two-year cycle of exercises across the nation that validates capabilities in all preparedness mission areas. The two-year NEP cycle is guided by Principals' Strategic Priorities, established by the National Security Council, and informed by preparedness data from jurisdictions across the Nation.

To develop and maintain a progressive exercise program consistent with HSEEP and in support of the NEP, recipients should engage senior leaders and other whole community stakeholders to identify preparedness priorities. These priorities should be informed by various factors, including jurisdiction-specific threats and hazards (i.e., the THIRA); areas for improvement identified by real-world events and exercises; external requirements such as state or national preparedness reports, homeland security policy, and industry reports; and accreditation standards, regulations, or legislative requirements. Recipients should document these priorities and use them to deploy a schedule of preparedness events in a multi-year Integrated Preparedness Plan (IPP). Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep and https://preptoolkit.fema.gov/.

The NEP provides exercise sponsors the opportunity to receive exercise design and delivery assistance, tools and resources, enhanced coordination, and the ability to directly influence and inform policy and preparedness programs. If you have any questions or would like to request assistance through the NEP, please visit the NEP website at: https://www.fema.gov/national-exercise-program or reach out to the NEP directly at NEP@fema.dhs.gov.

Reporting Requirements

- Recipients must have a current multi-year IPP that identifies preparedness priorities and activities. The current multi-year IPP must be submitted to hseep@fema.dhs.gov before January 31 of each year:

    - Recipients are encouraged to enter their exercise information into the Preparedness Toolkit at https://preptoolkit.fema.gov/.
- Recipients must submit After-Action Report (AAR)/Improvement Plans (IPs) to hseep@fema.dhs.gov and indicate which fiscal year's funds were used (if applicable);
- Submission of AAR/IPs must occur within 90 days after completion of the single exercise or progressive series:
    - Recipients are encouraged to submit AAR/IPs reflecting tabletop exercises that validate critical plans or those reflecting large-scale functional or full-scale exercises that took place at the state, territorial, tribal, or UASI level. Recipients are discouraged from submitting AAR/IPs specific to local jurisdictions that reflect drills;
    - If a recipient endures a significant real-world incident during the calendar year that delays or prevents conduct of a grant-funded exercise, they can submit the AAR from that event in place of the exercise AAR. Jurisdictions submitting real world AARs should include an explanation with the AAR submission to hseep@fema.dhs.gov; and
    - Recipients can access a sample AAR/IP template at https://preptoolkit.fema.gov/web/hseep-resources/improvement-planning.

THSGP Funding Guidelines

Recipients and subrecipients must comply with all applicable requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200. In administering a THSGP grant award, recipients must comply with the following general requirements:

THSGP Priorities

See the annual THSGP NOFO.

Allowable Costs

Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of THSGP funds, such as financial management and monitoring. Recipients may use up to 5% of the amount of the award for M&A, and where applicable, subrecipients may use up to 5% for M&A of the amount they receive. Reasonable costs of grant management training are also allowable.

Indirect (Facilities and Administrative [F&A]) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable.

Allowable Direct Costs

The following pages outline global allowable costs guidance specifically applicable to THSGP. Allowable activities made in support of the national priorities, as well as other capability-enhancing projects must fall into the categories of planning, organization, equipment, training, or exercises (POETE). Additional detail about each of these allowable expense categories, as well as sections on additional activities including explicitly unallowable costs is provided. In general, recipients should consult their FEMA Preparedness Officer prior to implementing any investment to ensure that it clearly meets the allowable expense criteria established by the guidance.

Recipients are encouraged to use grant funds for evaluating grant-funded project effectiveness and return on investment aligned to the relevant POETE element, and FEMA encourages grant recipients to provide the results of that analysis to FEMA.

Planning

Planning efforts can include prioritizing needs; conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related CISA resources; updating preparedness strategies; and allocating resources across stakeholder groups (e.g., law enforcement, fire, emergency medical services, health care systems, public health, behavioral health, public works, rural water associations, agriculture, information technology, emergency communications, and the general public, including people with disabilities) and levels of government. Planning provides a methodical way to engage the whole community in thinking through the life cycle of potential crises, determining required capabilities, and establishing a framework for roles and responsibilities. Planning must include participation from all stakeholders in the community who are able to contribute critical perspectives and may have a role in executing the plan. Planning should be flexible enough to address incidents of varying types and magnitudes.

Planning activities should focus on the prevention, protection, mitigation, response, and recovery mission areas outlined in the Goal. All jurisdictions are encouraged to work with Citizen Corps Whole Community Councils, nongovernmental entities, and the general public in planning activities. Whole community planning should integrate program design and delivery practices that ensure representation and services for under-represented diverse populations that may be more impacted by disasters including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity and other underserved populations. Recipients must use the CPG 101 v2, Third Edition in order to develop robust and effective plans.

For additional planning and resource information, please see:
http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf
http://www.cisa.gov/idr-program (Infrastructure Resilience Planning Framework)
http://www.ready.gov/citizen-corps
http://www.fema.gov/community-emergency-response-teams
www.ready.gov/kids
http://www.fema.gov/media-library/assets/documents/94775
https://www.fema.gov/sites/default/files/2020-06/national_disaster_recovery_framework_2nd.pdf

Additionally, THSGP funds may be used for planning activities related to 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

Continuity Capability

FEMA is responsible for developing, managing, and promulgating national continuity planning, guidance, training, and exercise programs for the whole community. To support this role, FEMA provides direction and guidance to assist in developing capabilities for continuing federal and state, local, tribal, and territorial (SLTT) government jurisdictions and private sector organizations' essential functions across a broad spectrum of emergencies.

Presidential Policy Directive 40, Federal Continuity Directive (FCD) 1, FCD 2, and Continuity Guidance Circular (CGC) outline continuity requirements for agencies and organizations and provide guidance, methodology, and checklists. For additional information on continuity programs, guidance, and directives, visit the Continuity Resource Toolkit at https://www.fema.gov/emergency-managers/national-preparedness/continuity/toolkit.

Organization

Recipients may use grant funds for organization activities:

- Organizational activities may include, paying salaries and benefits for personnel, including individuals employed to serve as qualified intelligence analysts. Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.
- Other organization activities may include implementing standardized resource management concepts such as typing, inventorying, organizing, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

Additionally, migrating online services to the ".gov" internet domain is an allowable expense.

Equipment

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for THSGP are listed on the web-based version of the Authorized Equipment List (AEL). Unless otherwise stated, equipment must meet all mandatory regulatory and DHS-adopted standards to be eligible for purchase using these funds. In addition, recipients and subrecipients, as applicable, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Recipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Grant funds must comply with Information Bulletin (IB) 426, Guidance to Recipients and Subrecipients of FEMA Preparedness Grants Regarding the Implementation of Executive Order 13809 Restoring State, Tribal, and Local Law Enforcement's Access to Life-Saving Equipment and Resources, dated November 1, 2017, and may not be used for the purchase of the following unallowable equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed. Recipients should analyze the costs and benefits of purchasing versus leasing equipment, especially high-cost items, and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316. Also see 2 C.F.R. §§ 200.216, 200.471, and *FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*, issued May 10, 2022. In addition, recipients that are using THSGP funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. This SAFECOM Guidance can be found at https://www.cisa.gov/safecom/funding.

Additionally, THSGP funds may be used for equipment purchases related to 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with IB 426 and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. SUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating THSGP funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use THSGP funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. The U.S. Department of Homeland Security's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2022 DHS Appropriations Act further requires recipients to certify they have reviewed the Industry Alert on Chinese Manufactured Unmanned Aircraft Systems, and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)

In August 2020, FEMA was alerted of an advisory guidance document issued by DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: https://www.dhs.gov/publication/interagency-legal-advisory-uas-detection-and-mitigation-technologies. The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft.

Training and Exercises

Tribes are strongly encouraged to use THSGP funds to develop or maintain a homeland security training program. Allowable training-related costs under the THSGP include the establishment, support, conduct, and attendance of training specifically identified under the THSGP or in conjunction with emergency preparedness training by other federal agencies (e.g., the Department of Health and Human Services or

the Department of Transportation). Training conducted using THSGP funds should address a performance gap identified through an assessment or contribute to building a capability that will be evaluated through a formal exercise. Exercises should be used to provide the opportunity to demonstrate and validate skills learned in training, as well as to identify training gaps. Any training or training gaps evaluated though a formal exercise, including those for vulnerable populations including children, the elderly, pregnant women, and individuals with disabilities or access and functional needs should be identified in an AAR/IP.

All training and exercises conducted with THSGP funds should support the development and testing of the jurisdiction's Emergency Operations Plan (EOP), consistent with the priorities in the National Preparedness System. Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implement, and Evaluate (ADDIE) model of instruction design, available with additional training information at https://www.firstrespondertraining.gov.

FEMA supports and encourages the coordination of all emergency preparedness training towards the achievement of the Goal. To this end, FEMA supports the establishment of a Tribal Training Point of Contact (TTPOC). The role of the TTPOC is to coordinate the tribes' training needs and activities with FEMA and FEMA's federal training partners and holds the same authority and roles that state training points of contact serve within SAAs nationwide. FEMA will coordinate with Tribal Training Officers (TTOs) as it relates to FEMA training when notified by recipients.

Per FEMA Grant Programs Directorate *IB 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on July 19, 2018, states, territories, tribal entities, and high-risk urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS/FEMA training as long as the training is coordinated with and approved by the state, territory, tribal, or high-risk urban area TPOC and falls within the FEMA mission scope and the jurisdiction's EOP. For additional information on review and approval requirements for training courses funded with preparedness grants, please refer to the following policy: https://www.fema.gov/sites/default/files/2020-09/fema_gpd-review-approval-requirements-training-policy_09-10-13.pdf.

DHS/FEMA Provided Training and Education

FEMA offers tuition-free training and education programs and courses through several providers including the Center for Domestic Preparedness, the Emergency Management Institute, and the National Training and Education Division's Training Partner Program (TPP). TPP includes the Center for Homeland Defense and Security, National Domestic Preparedness Consortium, Rural Domestic Preparedness Consortium, and training partners through the Continuing Training Grants program.

FEMA's National Preparedness Course Catalog

This online searchable catalog features a wide range of course topics in multiple delivery modes to meet FEMA's mission scope as well as the increasing training needs of federal, state, local, territorial, and tribal audiences. The catalog can be accessed at http://www.firstrespondertraining.gov.

Training Not Provided by DHS/FEMA

These trainings include courses that are either state sponsored or federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the FEMA mission scope to prepare SLTT personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. In addition, states, territories, tribes, and high-risk urban areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both FEMA provided training and other federal and state training can be found at http://www.firstrespondertraining.gov.

Training Information Reporting System ("Web-Forms")

Web-Forms is an electronic data management system built to assist SAAs, designated TPOCs, and federal agencies with submitting non-National Training and Education Division provided training courses for inclusion in the State/Federal-Sponsored Course Catalog through electronic forms. The information collected is used in a two-step review process to ensure the training programs adhere to the intent of the HSGP guidance and the course content is structurally sound and current. As these programs may be delivered nationwide, it is vital to ensure each training program's viability and relevance to the Homeland Security mission. Reporting training activities through Web-Forms is not required under FY 2022 THSGP. However, the system remains available and can be accessed through the Web-Forms section of the FEMA National Preparedness Course Catalog to support recipients in their own tracking of training deliveries.

Exercises

For additional information on conducting exercises under THSGP, please refer to the earlier section in this appendix titled "Validating Capabilities" on page B-3.

Personnel Activities

Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable THSGP planning, training, exercise, and equipment activities.

Not more than 50% of total THSGP funds may be used for personnel activities as directed by the *Homeland Security Act of 2002,* as amended by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Pub. L. No. 110-412) (6 U.S.C. §609(b)(2)(A)). This 50% cap may be waived, however, per 6 U.S.C. § 609(b)(2)(B). For further details, THSGP recipients should refer to IB 421b, or contact their FEMA HQ Preparedness Officer. THSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

Construction and Renovation

Construction projects are only permitted where they will assist the recipient to achieve target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism, including through the alteration or remodeling of existing buildings for the purpose of making them secure against acts of terrorism. THSGP funding may not be used for construction and renovation projects without prior written approval from FEMA. All recipients of THSGP funds must request and receive approval from FEMA before any THSGP funds are used for any construction or renovation. Additionally, recipients are required to submit an SF-424C Form containing budget detail citing the construction project costs and an SF-424D Form for standard assurances for the construction project. The total cost of any construction or

renovation paid for using THSGP funds may not exceed the greater amount of $1 million or 15% of the THSGP award.

All construction and renovation projects require Environmental Planning and Historic Preservation (EHP) review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an EA may be needed, as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1, must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP policy guidance and the EHP Screening Form, can be found online at: https://www.fema.gov/media-library/assets/documents/90195. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

THSGP recipients using funds for construction projects must comply with the *Davis-Bacon Act* (codified as amended at 40 U.S.C. §§ 3141 *et seq*.). *See* 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references *Davis-Bacon*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: http://www.dol.gov/whd/govcontracts/dbra.htm.

Communications Towers

For the purposes of the limitations on funding levels only, communications towers are not considered construction. When applying for construction funds, including communications towers, at the time of application, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits.

When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 review process has been completed and submit all documentation resulting from that review, with a FEMA Grant Programs Directorate EHP Screening Form, to FEMA as part of the project's EHP Review submittal. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their Tribal Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and local EHP laws and requirements). Projects for which an EA may be needed, as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA HQ Preparedness Officer within six months of the recipient's receipt of the award. Completed EHP review materials for communication tower projects must be submitted no later than 12 months before the end of the period of performance. EHP policy guidance and the EHP Screening Form, can be found online at: https://www.fema.gov/media-library/assets/documents/90195. EHP review materials and an EHP Screening Form should be sent to gpdehpinfo@fema.dhs.gov.

Multiple Purpose or Dual-Use of Funds

Many activities that support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. *See* 6 U.S.C. § 609(c). However, all THSGP-funded projects must assist recipients and subrecipients in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.

Whole Community Preparedness

In addition to the Citizen Corps Whole Community Councils and Community Emergency Response Team (CERT) programs mentioned above, youth preparedness activities are another allowable cost. Bolstering youth preparedness across the nation is a priority for FEMA as the Agency works with state, local, tribal, and territorial partners to create a culture of preparedness in the United States. Information on youth-centric educational curricula, games, planning materials, and other relevant resources can be found at https://www.ready.gov/kids. Furthermore, FEMA's Individual and Community Preparedness Division (ICPD) and regional based Community Preparedness Officers (CPOs) are available to provide grant recipients with guidance and assistance. Please email FEMA-Prepare@fema.dhs.gov to contact one of the Agency's subject matter experts.

The following are examples of youth preparedness activities that grantees are encouraged to undertake as allowable costs:

- Reach out to a local school board or elementary school to encourage the adoption of the Student Tools for Emergency Planning (STEP) curriculum. STEP is a classroom-based emergency preparedness curriculum for 4th- and 5th-graders in an easy, ready-to-teach format. Students will learn about disasters, emergencies, and hazards, and how to create a disaster supply kit and family emergency communication plan. An overview of the STEP program along with the instructor guide and student activity book is available at https://www.ready.gov/student-tools-emergency-planning-step; and
- Sponsor the creation of a Teen CERT in your jurisdiction. The CERT Program is a national program of volunteers trained in disaster preparedness and emergency response. Volunteers come from all ages and all walks of life, including teenagers. Additional information, including a step-by-step guide on how to start a Teen CERT, is available at https://www.ready.gov/teen-cert.

The following tools are available to order from FEMA's warehouse free of charge:

- "Prepare with Pedro" is a joint product of FEMA and the American Red Cross. The "Prepare with Pedro: Disaster Preparedness Activity Book" is designed to teach young children and their families about how to stay safe during disasters and emergencies. The book follows Pedro around the United States and offers safety advice through crosswords, coloring pages, matching games, and more. Additional information, including an ordering form, is available at https://www.ready.gov/prepare-pedro; and
- The Ready 2 Help card game is a fun way for kids to learn how to respond to emergencies by working with friends and using skills that will help in a real emergency. Ready 2 Help teaches five simple steps to stay safe and make a difference until help arrives:
    - Stay Safe;
    - Stay Calm;
    - Get Help;
    - Give Info; and
    - Give Care.

Ready 2 Help was designed for children ages 8 and up. Additional information, including an ordering form, is available at https://www.ready.gov/ready-2-help.

Other Allowable Costs

Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise

noted. Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

Grant funds are intended to support the National Preparedness Goal and fund projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in IB 379: *Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding* allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities, (2) must be an otherwise allowable expenditure under the applicable grant program, and (3) be tied to one of the core capabilities in the five mission areas outlined in the Goal. Additionally, eligible costs must also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant money or any other source of funding other than FEMA preparedness grant program dollars.

Critical Emergency Supplies

In furtherance of DHS's mission, critical emergency supplies, such as shelf-stable food products, water, and basic medical supplies are an allowable expense under THSGP. Prior to allocating grant funds for stockpiling purposes, each Tribe must have FEMA's approval of a five-year viable inventory management plan, an effective distribution strategy, and related sustainment costs if the planned grant expenditure is over $100,000.

The inventory management plan and distribution strategy, to include sustainment costs, will be developed and monitored by FEMA. FEMA will provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under THSGP. FEMA will establish guidelines and requirements for the purchase of these supplies under THSGP and monitor development and status of the Tribe's inventory management plan and distribution strategy. Linkages between specific projects undertaken with THSGP funds and strategic goals and objectives will be highlighted through regular required reporting mechanisms. If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed and monitored by FEMA.

Secure Identification

THSGP funds may be used to support the development and production of enhanced tribal documents (e.g., Enhanced Tribal Cards) designed to meet the requirements of the Western Hemisphere Travel Initiative (WHTI). More information on the WHTI may be found at http://www.dhs.gov/files/programs/gc_1200693579776.shtm and https://www.cbp.gov/travel/us-citizens/western-hemisphere-travel-initiative.

When completing the Investment Justification, refer to the National Preparedness Goal at for a list of the core capabilities that best fit the proposed activities and costs. For additional assistance in determining the core capabilities that fit the proposed WHTI project, please contact the CSID by phone at (800) 368-6498 or by e-mail at askcsid@fema.gov

Fidelity Bonds

Reasonable costs of fidelity bonds (or like insurance as provided for by applicable state or tribal laws) covering the maximum amount of THSGP funds the officer, official, or employee handles at any given time for all personnel who disburse or approve disbursement of THSGP funds may be allowable if required by the terms and conditions of the award or if generally required by the tribe in its general operations. If a fidelity bond is required by a tribe in its general operations, those costs must be charged as indirect costs. *See* 2 C.F.R. § 200.427.

Framework for Improving Critical Infrastructure Cybersecurity

When requesting funds for cybersecurity, applicants are encouraged to propose projects that would aid in implementation of all or part of the Framework for Improving Critical Infrastructure Cybersecurity (the "Framework") developed by the National Institute of Standards and Technology (NIST). The Framework gathers existing international standards and practices to help organizations understand, communicate, and manage their cyber risks. For organizations that do not know where to start with developing a cybersecurity program, the Framework provides initial guidance. For organizations with more advanced practices, the Framework offers a way to improve their programs, such as better communication with their leadership and suppliers about management of cyber risks.

CISA's Critical Infrastructure Cyber Community C³ Voluntary Program also provides resources to critical infrastructure owners and operators to assist in adoption of the Framework and managing cyber risks. Additional information on the Critical Infrastructure Cyber Community C³ Voluntary Program can be found at http://www.cisa.gov/ccubedvp.

DHS's Enhanced Cybersecurity Services (ECS) program is an example of a resource that assists in protecting U.S.-based public and private entities and combines key elements of capabilities under the "Detect" and "Protect" functions to deliver an impactful solution relative to the outcomes of the Cybersecurity Framework. Specifically, ECS offers intrusion prevention and analysis services that help U.S.-based companies and SLTT governments defend their computer systems against unauthorized access, exploitation, and data exfiltration. ECS works by sourcing timely, actionable cyber threat indicators from sensitive and classified Government Furnished Information (GFI). DHS then shares those indicators with accredited Commercial Service Providers (CSPs). Those CSPs in turn use the indicators to block certain types of malicious traffic from entering a company's networks. Groups interested in subscribing to ECS must contract directly with a CSP in order to receive services. Please visit http://www.cisa.gov/enhanced-cybersecurity-services for a current list of ECS CSP points of contact.

THSGP Investment Modifications – Changes in Scope or Objective

Changes in scope or objective of the award—including those resulting from intended actions by the recipient or subrecipients—require FEMA's prior written approval, in accordance with 2 C.F.R. §§ 200.308(c)(1), 200.407. THSGP is competitive, with applications recommended for funding based on threat, vulnerability, and consequence, and their mitigation of potential terrorist attacks. However, consistent with 2 C.F.R § 200.308(c)(1), Change in Scope Prior Approval, FEMA requires prior approval of any change in scope or objective of the grant-funded activity after the award is issued. *See* 2 C.F.R. § 200.308(b), (c). Scope or objective changes will be considered on a case-by-case basis, provided the change does not negatively impact the competitive process used to recommend THSGP awards.

Requests to change the scope or objective of the grant-funded activity after the award is made must be submitted via ND Grants as a Scope Change Amendment. The amendment request must include the following:

- A written request on the recipient's letterhead, outlining the scope or objective change, including the approved projects from the IJ, the funds and relative scope or objective significance allocated to those projects, the proposed changes, and any resulting reallocations as a result of the change of scope or objective;
- An explanation why the change of scope or objective is necessary;
- How the proposed scope or objective changes to the project support the vulnerabilities and capability gaps identified in the approved IJ; and
- The request must also address whether the proposed changes will impact the recipient's ability to complete the project within the award's period of performance.

Recipients may not proceed with implementing any scope or objective changes until they receive prior written approval from FEMA through ND Grants.

Program Appendix C:
Nonprofit Security Grant Program (NSGP)

As a reminder, while this appendix contains NSGP-specific information and requirements, the main content of this Manual (non-appendix information) contains important information relevant to **all** preparedness grant programs, including the NSGP. Please be sure to read the main content of this Manual in addition to the program-specific appendices.

NSGP grant recipients and subrecipients may only use NSGP grant funds for the purpose set forth in the grant award and must use funding in a way that is consistent with the statutory authority for the award. Grant funds may not be used for matching funds for other federal grants or cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity.

Pre-award costs are allowable only with the prior written approval of FEMA and if they are included in the award agreement. To request pre-award costs a written request must be included with the application, signed by the Authorized Organizational Representative (AOR) of the entity. The letter must outline what the pre-award costs are for, including a detailed budget break-out of pre-award costs from the post-award costs, and a justification for approval. The following information outlines general allowable and unallowable NSGP costs guidance.

NSGP Funding Guidelines

Recipients and subrecipients must comply with all applicable requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200. In administering a NSGP grant award, recipients must comply with the following general requirements:

NSGP Priorities

See the annual NSGP NOFO.

Allowable Costs

Management and Administration (M&A)

M&A costs are for activities directly related to the management and administration of the award. M&A activities are those defined as directly relating to the management and administration of NSGP funds, such as financial management and monitoring. M&A expenses must be based on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement.

M&A costs are not operational costs, they are the necessary costs incurred in direct support of the grant or as a consequence of the grant and should be allocated across the entire lifecycle of the grant. Examples include preparing and submitting required programmatic and financial reports, establishing and/or maintaining equipment inventory, documenting operational and equipment expenditures for financial accounting purposes, and responding to official informational requests from state and federal oversight authorities. M&A costs include the following categories of activities:

- Hiring of full-time or part-time staff or contractors/consultants responsible for activities relating to the management and administration of NSGP funds. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327; and
- Meeting-related expenses directly related to M&A of NSGP funds.

M&A costs are allowed under this program as described below:

- **SAA (Recipient) for NSGP-Urban Area (NSGP-UA) and NSGP-State (NSGP-S) M&A:** SAAs may use and expend up to the percent noted in the relevant fiscal year (FY) NOFO for M&A purposes (5% for FY 2022) associated with their NSGP-UA and NSGP-S awards. SAAs must be able to separately account for M&A costs associated with the NSGP-UA award from those associated with the NSGP-S, and neither can exceed the percent noted in the relevant FY NOFO (5% of each award for FY 2022).
- **Nonprofit (Subrecipient) for NSGP-UA and NSGP-S, and Community Project Funding M&A:** Nonprofit organizations that receive a subaward under this program may use and expend up to the percent noted in the relevant fiscal year (FY) NOFO for M&A purposes associated with the subaward.

Indirect (Facilities and Administrative [F&A]) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable.

National Incident Management System (NIMS) Implementation

Recipients receiving NSGP funding are strongly encouraged to implement NIMS. NIMS guides all levels of government, nongovernmental organizations (NGO), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System.

Incident management activities require carefully managed resources (personnel, teams, facilities, equipment, and supplies). NIMS defines a national, interoperable approach for sharing resources, coordinating, and managing incidents, and communicating information. Incident management refers to how incidents are managed across all homeland security activities, including prevention, protection, mitigation, response, and recovery.

Utilization of the standardized resource management concepts such as typing, credentialing, and inventorying promote a strong national mutual aid capability needed to support delivery of core

capabilities. Recipients should manage resources purchased or supported with FEMA grant funding according to NIMS resource management guidance.

Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications is on FEMA's website at https://www.fema.gov/emergency-managers/nims/components. Additional information about NIMS in general is available at https://www.fema.gov/emergency-managers/nims.

Allowable Direct Costs

Planning

Funding may be used for security or emergency planning expenses and the materials required to conduct planning activities. Planning must be related to the protection of the facility and the people within the facility and should include consideration of access and functional needs considerations as well as those with limited English proficiency. Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related CISA resources. Examples of planning activities allowable under this program include:

- Development and enhancement of security plans and protocols;
- Development or further strengthening of security assessments;
- Emergency contingency plans;
- Evacuation/Shelter-in-place plans;
- Coordination and information sharing with fusion centers; and
- Other project planning activities with prior approval from FEMA.

Equipment

Allowable costs are focused on target hardening and physical security enhancements. Funding can be used for the acquisition and installation of security equipment on real property (including buildings and improvements) owned or leased by the nonprofit organization, specifically in prevention of and/or protection against the risk of a terrorist attack. This equipment is **limited to select items in the following two sections** of items on the Authorized Equipment List (AEL):

- Physical Security Enhancement Equipment (Section 14); and
- Inspection and Screening Systems (Section 15).

In addition to the select items in Sections 14 and 15 listed above, the following equipment is also allowable:

- Notification and Warning Systems; and
- Radios and Public Warning Systems – Public Address, Handheld, or Mobile.

Unless otherwise stated, equipment must meet all mandatory statutory, regulatory, and FEMA-adopted standards to be eligible for purchase using these funds, including the Americans with Disabilities Act. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment, whether with NSGP funding or other sources of funds (seethe Maintenance and Sustainment section below for more information). In addition, recipients that are using NSGP funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical

standards that ensure and enhance interoperable communications. This SAFECOM Guidance can be found at https://www.cisa.gov/safecom/funding.

Recipients and subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including but not limited to 2 C.F.R. §§ 200.310, 200.313, and 200.316. Also see 2 C.F.R. §§ 200.216, 200.471, and *FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*, regarding prohibitions on covered telecommunications equipment or services.

The installation of certain equipment may trigger EHP requirements. Please reference the EHP sections in the NOFO and this Manual for more information. Additionally, some equipment installation may constitute construction or renovation. Please see the Construction and Renovation section of this appendix for additional information.

Exercises

Funding may be used to conduct security-related exercises. This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, and documentation. Exercises afford organizations the opportunity to validate plans and procedures, evaluate capabilities, and assess progress toward meeting capability targets in a controlled, low risk setting. All shortcomings or gaps—including those identified for children and individuals with access and functional needs—should be identified in an improvement plan. Improvement plans should be dynamic documents with corrective actions continually monitored and implemented as part of improving preparedness through the exercise cycle.

The Homeland Security Exercise and Evaluation Program (HSEEP) provides a set of guiding principles for exercise programs, as well as a common approach to exercise program management, design and development, conduct, evaluation, and improvement planning. For additional information on HSEEP, refer to https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep. In accordance with HSEEP guidance, subrecipients are reminded of the importance of implementing corrective actions iteratively throughout the progressive exercise cycle. This link provides access to a sample After Action Report (AAR)/Improvement Plan (IP) template: https://preptoolkit.fema.gov/web/hseep-resources/improvement-planning. Recipients are encouraged to enter their exercise data and AAR/IP in the Preparedness Toolkit.

Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

Grant funds are intended to support the National Preparedness Goal (the Goal) and fund projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in *IB 379: Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding* allows for the expansion of eligible maintenance and sustainment costs that must be in (1) direct support of existing capabilities, (2) must be an otherwise allowable expenditure under the applicable grant program, and (3) be tied to one of the core capabilities in the five mission areas outlined in the Goal. Additionally, eligible costs may also support equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Construction and Renovation

NSGP funding may not be used for construction and renovation projects without prior written approval from FEMA. In some cases, the installation of equipment may constitute construction and/or renovation. If you have any questions regarding whether an equipment installation project could be considered construction or renovation, please contact your Preparedness Officer. All recipients of NSGP funds must request and receive prior approval from FEMA before any NSGP funds are used for any construction or renovation. Additionally, recipients are required to submit a SF-424C Budget and budget detail citing the project costs and an SF-424D Form for standard assurances for the construction project. The total cost of any construction or renovation paid for using NSGP funds may not exceed the greater amount of $1 million or 15% of the NSGP award.

All construction and renovation projects require Environmental Planning and Historic Preservation (EHP) review. Recipients and subrecipients are encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1, and FEMA Instruction 108-1-1, must also be identified to the FEMA HQ Preparedness Officer within six months of the award and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. Additional information on EHP policy and EHP review can be found online at https://www.fema.gov/media-library/assets/documents/90195. EHP review packets should be sent to gpdehpinfo@fema.gov.

NSGP recipients using funds for construction projects must comply with the *Davis-Bacon Act* (codified as amended at 40 U.S.C. §§ 3141 *et seq*.). *See* 6 U.S.C. § 609(b)(4)(B) (cross-referencing 42 U.S.C. § 5196(j)(9), which cross-references *Davis-Bacon*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: https://www.dol.gov/whd/govcontracts/dbra.htm.

Training

Nonprofit organizations may use NSGP funds for the following training-related costs:

- Employed or volunteer security staff to attend security-related training within the United States;

- Employed or volunteer staff to attend security-related training within the United States with the intent of training other employees or members/congregants upon completing the training (i.e., "train-the-trainer" type courses); and
- Nonprofit organization's employees, or members/congregants to receive on-site security training.

Allowable training-related costs under the NSGP are limited to attendance fees for training and related expenses, such as materials, supplies, and/or equipment. Overtime, backfill, and travel expenses are not allowable costs.

Allowable training topics are limited to the protection of critical infrastructure key resources, including physical and cybersecurity, target hardening, and terrorism awareness/employee preparedness such as Community Emergency Response Team (CERT) training, indicators and behaviors indicative of terrorist threats, Active Shooter training, and emergency first aid training. Additional examples of allowable training courses include: "Stop The Bleed" training, kits/equipment, and training aids; First Aid and other novice level "you are the help until help arrives" training, kits/equipment, and training aids; and Automatic External Defibrillator (AED) and AED/Basic Life Support training, kits/equipment, and training aids.

Training conducted using NSGP funds must address a specific threat and/or vulnerability, as identified in the nonprofit organization's IJ. Training should provide the opportunity to demonstrate and validate skills learned as well as to identify any gaps in these skills. ***Proposed attendance at training courses and all associated costs using the NSGP must be included in the nonprofit organization's Investment Justification (IJ).***

Contracted Security Personnel

Contracted security personnel are allowed under this program only as described in the NOFO and Manual and comply with guidance set forth in IB 421b and IB 441. NSGP funds may not be used to purchase equipment for contracted security. The recipient must be able to sustain this capability in future years without NSGP funding, and a sustainment plan will be required as part of the closeout package for any award funding this capability.

Additionally, NSGP recipients and subrecipients may not use more than 50 percent of their awards to pay for personnel activities unless a waiver is approved by FEMA. For more information on the 50 percent personnel cap and applicable procedures for seeking a waiver, please see *IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412 – the PRICE Act)*.

Unallowable Costs

The following projects and costs are considered **ineligible** for award consideration:

- Organization costs, and operational overtime costs;
- Hiring of public safety personnel;
- General-use expenditures;
- Overtime and backfill;
- Initiatives that do not address the implementation of programs/initiatives to build prevention and protection-focused capabilities directed at identified facilities and/or the surrounding communities;
- The development of risk/vulnerability assessment models;
- Initiatives that fund risk or vulnerability security assessments or the development of the IJ;
- Initiatives in which federal agencies are the beneficiary or that enhance federal property;

- Initiatives which study technology development;
- Proof-of-concept initiatives;
- Initiatives that duplicate capabilities being provided by the Federal Government;
- Organizational operating expenses;
- Reimbursement of pre-award security expenses;
- Cameras for license plate readers/license plate reader software;
- Cameras for facial recognition software;
- Weapons or weapons-related training; and
- Knox boxes.

NSGP Investment Modifications – Changes in Scope or Objective

Changes in scope or objective of the award—whether as a result of intended actions by the recipient or subrecipients—require FEMA's prior written approval, in accordance with 2 C.F.R. §§ 200.308(c)(1), 200.407. NSGP is competitive, with applications recommended for funding based on threat, vulnerability, consequence, and their mitigation to a specific facility/location. However, consistent with 2 C.F.R § 200.308(c)(1), Change in Scope Notification, FEMA requires prior written approval of any change in scope/objective of the grant-funded activity after the award is issued. *See* 2 C.F.R. § 200.308(b), (c). Scope/objective changes will be considered on a case-by-case basis, provided the change does not negatively impact the competitive process used to recommend NSGP awards. Requests to change the scope or objective of the grant-funded activity after the award is made must be submitted by the State Administrative Agency (SAA) via ND Grants as a Scope Change Amendment. The amendment request must include the following:

- A written request from the NSGP subrecipient on its letterhead, outlining the scope or objective change, including the approved projects from the subrecipient's IJ, the funds and relative scope or objective significance allocated to those projects, the proposed changes, and any resulting reallocations as a result of the change of scope or objective;
- An explanation why the change of scope or objective is necessary;
- Validation from the SAA that any deviations from the approved IJ are addressed in the vulnerability assessment submitted by the subrecipient at the time of application; and
- The subrecipient request must also address whether the proposed changes will impact its ability to complete the project within the award's period of performance.

FEMA will generally not approve NSGP change-of-scope requests resulting from the following situations:

- Subrecipients that relocate their facilities after submitting their application who are requesting a change of scope to allow them to use NSGP funds towards projects at the new facility; or
- Subrecipients that renovate their facilities after submitting their application in cases where the subsequent renovations would affect the vulnerability/risk assessment upon which the IJ is based.

NSGP project funding is based on the ability of the proposed project to mitigate the risk factors identified in the IJ. For this reason, FEMA may reject requests to significantly change the physical security enhancements that are purchased with NSGP funding where FEMA believes approval of the request would change or exceed the scope of the originally approved project. FEMA will consider all requests to deviate from the security project as originally proposed on a case-by-case basis*, consistent with 2 C.F.R. § 200.308(c)(1).*

Subrecipients may not proceed with implementing any scope/objective changes until the SAA receives written approval from FEMA through ND Grants and until the SAA has made any required subaward modifications.

If a subrecipient is simply making changes to its own budget without impacting the scope or objective of the subaward, and where the budget changes do not involve other prior approval requirements listed in 2 C.F.R. § 200.407, then the subrecipient does not need the prior approval of the SAA or FEMA. *See* 2 C.F.R. § 200.308. Instead, the subrecipient is only required to report to the SAA the budget changes. Similarly, the SAA should report those budget changes to FEMA.

Pass-Through Requirements

Pass-through funding is required under this program. Awards made to the SAA for the NSGP carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the state to make subawards to selected nonprofit organizations. The SAA must provide funds awarded under NSGP to successful nonprofit applicants within 45 days of receipt of the funds. A letter of intent (or equivalent) to distribute funds is not sufficient. Award subrecipients that are selected for funding under this program must be provided with funding within 45 days from the date the funds are first made available to the recipient so that they can initiate implementation of approved investments.

For the SAA to successfully meet the pass-through requirement and provide funding to the subrecipients, the SAA must meet the following four requirements:

- There must be some action by the SAA to establish a firm commitment to award the funds to the selected nonprofit organization;
- The action must be unconditional on the part of the SAA (i.e., no contingencies for availability of SAA funds);
- There must be documentary evidence of the commitment of the award of funding to the selected nonprofit organization; and
- The SAA must communicate the terms of the subaward to the selected nonprofit organization.

If a nonprofit organization is selected for an NSGP award and elects to decline the award, the SAA must notify their FEMA Preparedness Officer. The SAA may not re-obligate to another subrecipient without prior approval. "Receipt of the funds" occurs either when the SAA accepts the award or 15 calendar days after the SAA receives notice of the award, whichever is earlier. SAAs are sent notification of NSGP awards via the ND Grants system. If an SAA accepts its award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar day pass-through period will start on the date the SAA accepted the award. Should an SAA not accept the NSGP award within 15 calendar days of receiving notice of the award in the ND Grants system, the 45-calendar days pass-through period will begin 15 calendar days after the award notification is sent to the SAA via the ND Grants system.

It is important to note that the period of performance (POP) start date does not directly affect the start of the 45-calendar day pass-through period. For example, an SAA may receive notice of the NSGP award on August 20, 2022, while the POP dates for that award are September 1, 2022, through August 31, 2025. In this example, the 45-day pass-through period will begin on the date the SAA accepts the NSGP award or September 4, 2022 (15 calendar days after the SAA was notified of the award), whichever date occurs first. The POP start date of September 1, 2022, would not affect the timing of meeting the 45-calendar day pass-through requirement.

SAM/UEI Requirements for Recipients and Subrecipients

As the direct applicant and recipient of NSGP funding, the SAA is required to have a Unique Entity Identifier (UEI) number and be registered in the System for Award Management (SAM) and must maintain the currency of the SAA's information in SAM until the SAA submits the final financial report required under the award or receives final payment, whichever is later. First tier subrecipients, including nonprofit organizations under the NSGP, will only be required to register in SAM.gov to obtain the UEI, **but will not be required to maintain an active registration in SAM.gov**. Further guidance on obtaining a UEI in SAM.gov can be found at GSA UEI Update and here SAM.gov Update.

Program Appendix D:
Transit Security Grant Program (TSGP)

As a reminder, while this appendix contains TSGP-specific information and requirements, the main content of this Manual (non-appendix information) contains important information relevant to **all** preparedness grant programs, including the TSGP. Please be sure to read the main content of this Manual in addition to the program-specific appendices.

TSGP grant recipients may only use TSGP grant funds for the purpose set forth in the Notice of Funding Opportunity (NOFO), and all investments must be consistent with the statutory authority for the award. Grant funds may not be used for matching funds for other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity.

TSGP Funding Guidelines

Costs charged to a TSGP award must be consistent with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located at 2 C.F.R. Part 200. For more information on 2 C.F.R. Part 200, please see Information Bulletin (IB) 400, FEMA's Implementation of 2 C.F.R. Part 200, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular" or "Omni Circular"), dated December 23, 2014, regarding FEMA's implementation of these provisions prior to the recent 2020 revisions. For information on the recent revisions to these regulations, see 2 CFR Grants Management Policy Updates and www.performance.gov/CAP/grants/.

Pre-Award Costs

Pre-award costs are not allowable and will not be approved, with the exception of costs resulting from pre-award grant writing services provided by an independent contractor that shall not exceed $1,500.00. See below for more information on these costs.

TSGP Priorities

See the annual TSGP NOFO.

Security Plan Requirements

The following information regarding security plan requirements is provided in 6 U.S.C. § 1134(c)(2):

Security plans should include the following, as appropriate:

- A prioritized list of all items included in the public transportation agency's security assessment that have not yet been addressed;
- A detailed list of any additional capital and operational improvements identified by DHS or the public transportation agency and a certification of the public transportation agency's technical capacity for operating and maintaining any security equipment that may be identified in such list;

- Specific procedures to be implemented or used by the public transportation agency in response to a terrorist attack, including evacuation and passenger communication plans and appropriate evacuation and communication measures for the elderly and individuals with disabilities;
- A coordinated response plan that establishes procedures for appropriate interaction with state and local law enforcement agencies, emergency responders, and federal officials in order to coordinate security measures and plans for response in the event of a terrorist attack or other major incident;
- A strategy and timeline for conducting training under 49 C.F.R. § 1570.109(b) and 49 C.F.R. Part 1582;
- Plans for providing redundant and other appropriate backup systems necessary to ensure the continued operation of critical elements of the public transportation system in the event of a terrorist attack or other major incident;
- Plans for providing service capabilities throughout the system in the event of a terrorist attack or other major incident in the city or region which the public transportation system serves;
- Methods to mitigate damage within a public transportation system in case of an attack on the system, including a plan for communication and coordination with emergency responders; and
- Other actions or procedures as the Secretary of Homeland Security determines are appropriate to address the security of the public transportation system.

Allowable Direct Costs

Specific investments made in support of the funding priorities in the annual TSGP NOFO generally fall into one of the following six allowable expense categories:

- Planning;
- Operational Activities;
- Equipment and Capital Projects;
- Training and Awareness Campaigns;
- Exercises; and
- Management and Administration.

The following provides guidance on allowable costs within each of these areas:

Planning

Planning activities address the Soft Targets/Crowded Places; Cybersecurity; and Planning Priorities.

TSGP funds may be used for the following types of planning activities:

- Development and enhancement of system-wide security risk management plans that ensure the continuity of essential functions, to include cyber;
- Development or further strengthening of continuity plans, response plans, station action plans, risk assessments, and asset-specific remediation plans;
- Development or further strengthening of security assessments, including multi-agency and multi-jurisdictional partnerships and conferences to facilitate planning activities;
- Hiring of full or part-time staff and contractors or consultants to assist with planning activities only to the extent that such expenses are for the allowable activities within the scope of the grant (not for the purpose of hiring public safety personnel); hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327;
- Materials required to conduct planning activities;

- Conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related CISA resources;
- Planning activities related to alert and warning capabilities; and
- Other project planning activities with prior approval from FEMA.

Operational Activities

Operational Activities address the Soft Targets/Crowded Places Priority.

FEMA encourages applicants to develop innovative operational approaches to enhance the security of transit systems. Projects that use visible, unpredictable deterrence, to include operational packages dealing with explosive detection canine teams, mobile screening teams, and anti-terrorism teams, directly support enhancing the protection of soft targets and crowded places. Implementation of one of the three Operational Package (OPack) models discussed below complements existing security systems and provides an appropriate, practical, and cost-effective means of protecting assets.

Agencies may submit Investment Justifications (IJ) to fund transit security police forces/law enforcement providers for patrols and activities on overtime, such as directed patrols, additional canine teams, mobile screening teams, or anti-terrorism team patrols. These activities must be dedicated to the transit environment and must be anti-terrorism in nature. Agencies must identify the type of activity, length of operation (hours), number of personnel, and cost based on length of operation and personnel. Agencies should also provide a risk-based justification for the request, to include linkage to a known event, such as hosting a significant regional sporting or political event; or a period of heightened awareness, such as a national holiday. Three OPack types have been developed to support operational activities and are available for funding under the TSGP:

- **Explosives Detection Canine Teams (EDCTs).** When combined with the existing capability of a transit security/police force, the added value provided through the addition of an EDCT is significant. EDCTs are a proven, reliable resource to detect explosives and are a key component in a balanced counter-sabotage program. The TSGP will provide funds to establish dedicated security/police force canine teams. Each canine team will be composed of one dog and one handler.
- **Anti-Terrorism Teams (ATTs).** The ATT capability provided through TSGP funding is for uniformed, dedicated transit patrols on a normal operational basis, rather than using teams only for a surge capacity as provided by FEMA in the past. ATTs do not supersede other local transit security forces; rather, they augment current capabilities. Each ATT will consist of four individuals, including two overt elements (*e.g.,* uniformed transit sector law enforcement officer, canine team, mobile explosive screeners), and two discreet observer elements.
- **Mobile Explosive Screening Teams (MESTs).** The MEST OPack will allow recipients the flexibility to deploy combinations of certified explosive ordinance technicians with mobile explosive screening technologies, including during local National Special Security Events. This screening technology will be coupled with mobile explosive screening technologies. Each MEST should have a minimum of two members and one mobile explosive screening apparatus.

Note: Funds for canine teams may not be used to fund drug detection and apprehension technique training. Only explosives detection training for the canine teams will be funded.

Five-Year Security Capital Plan and Operational Sustainment

Applicant requests for OPack funding must include the submission of a Five-Year Security Capital and Operational Sustainment Plan in ND Grants. This plan must include how the agency proposes to implement capital projects and demonstrate how the agency will sustain the operational investments (including officers hired with federal funding) and capabilities after grant funding has been expended. ***Requests for OPacks will not be funded if the applicant does not have a Security Capital and Operational Sustainment Plan.***

Funding Availability for OPacks

OPacks have the potential to be funded for up to a 36-month period from the award date. The monetary figures presented below are stated in terms of cost per period of performance (which indicates actual/complete funding for the 36-month period). Additionally, any OPack costs after the 36-month period of performance (including expenses related to the maintenance, personnel, equipment, etc.) are the responsibility of the applicable transit system. If these positions are not sustained, the public transportation agency may not be eligible for this personnel support in the future. The table below identifies the maximum funding available for the different OPack types.

Available Funding for OPacks

Operational Package	Maximum Funding per Year (12 months)	Maximum Funding per Period of Performance (36 months)
EDCT	$150,000 per team	$450,000 per team
ATT	$500,000 per team	$1,500,000 per team
MEST	$600,000 per team	$1,800,000 per team

OPack Requirements

TSGP OPack funds may be used for new positions or to sustain existing capabilities/programs (e.g., canine teams) already supported by the recipient. Applicants submitting IJs for both new OPacks and sustainment funding for existing OPacks must clearly indicate which is their highest priority if funding is available for only one of the IJs. Additionally, applicants must provide the number of existing teams (EDCT, ATT, and MEST) already in place with either in-house funding or TSGP funding. The table below identifies specific OPack requirements.

OPack Requirements

Operational Package	Requirements
Explosives Detection Canine Teams	Please refer to the pages below for detailed information regarding EDCTs under the TSGP.

Operational Package	Requirements
Anti-Terrorism Teams	Specific for the Canine Team within the ATT: • Each canine team, composed of one dog and one handler, must be certified by an appropriate, qualified organization; • Canines should receive an initial basic training course and also weekly maintenance training sessions thereafter to maintain the certification; • The basic training averages 10 weeks for the team, with weekly training and daily exercising (comparable training and certification standards, such as those promulgated by the Transportation Security Administration (TSA) Explosive Detection Canine Program), the National Police Canine Association (NPCA), the United States Police Canine Association (USPCA), or the International Explosive Detection Dog Association (IEDDA) may be used to meet this requirement; • The individuals hired for the covert and overt elements must be properly trained law enforcement officers; and • Certifications should be on file with the recipient and must be made available to FEMA upon request
Mobile Explosives Screening Team	Certifications should be on file with the recipient and must be made available to FEMA upon request.

Allowable Expenses for OPacks

The below table identifies allowable expenses for the various OPacks. Please see the inserted notes for clarification of certain allowable costs.

Allowable Expenses for OPacks

Operational Package		Salary and Fringe Benefits	Training and Certification	Equipment Costs	Purchase and Train a Canine	Canine Costs[b]
1)	EDCT[a]	✓	✓	✓	✓[c]	✓
2)	ATT	✓	✓	✓	✓	✓
3)	MEST	✓		✓[d]		

[a] Travel costs associated with training for personnel, handlers, and canines are allowable

[b] Canine costs include but are not limited to veterinary, housing, and feeding costs

[c] One type of allowable training is training specific to the detection of common explosives odors.

[d] Equipment and other costs can include but are not limited to explosives detection; stainless steel search tables; consumables such as gloves, swabs, and alcohol; and land mobile radios

Specific Guidance on EDCTs

EDCT Certification. Each EDCT, composed of one dog and one handler, must be certified by an appropriate, qualified organization. TSA-certified EDCTs will meet or exceed certification standards set by the TSA National Explosives Detection Canine Team Program (NEDCTP). Recipient EDCTs that do

not participate in the NEDCTP will be required to certify annually under their respective agency, local and state regulations. The recipient (i.e., TSGP-grant supported) will maintain certification, utilization, and training data to show their compliance in meeting or exceeding those guidelines set forth by the Scientific Working Group on Dog and Orthogonal Detection Guidelines (SWGDOG), as of September 14, 2007, in addition to requirements set forth in the NOFO.

EDCT Submission Requirements

1) The recipient will ensure that a written security procedure plan exists for the safekeeping of all explosive training aids, including safe transportation. The recipient will document the removal, use, and return of explosive training aids used during training exercises or for any other reason. The plan and all documentation must be made available to FEMA upon request;
2) The recipient will comply with requirements for the proper storage, handling, and transportation of all explosive training aids in accordance with the Bureau of Alcohol, Tobacco, Firearms and Explosives' Publication 5400.7 (ATF P 5400.7) (09/00), Federal Explosive Law and Regulation;
3) The recipient will ensure that certified EDCTs are available to respond to situations 24 hours a day, seven days per week on an on-duty or off-duty on call basis. If TSGP-funded EDCTs are not available, other non-TSGP-funded EDCTs may be utilized for this response. The intent is to provide maximum coverage during peak operating hours and to maintain the ability to promptly respond to threats that affect public safety or mass transit operations;
4) EDCTs under this grant are single purpose and will be trained to detect "live" explosives only not "simulated" explosives. EDCTs must not have received previous training to detect any other substances;
5) Recipient EDCTs will ensure that each EDCT receives on-site proficiency training at a minimum of four hours per week per duty cycle. This training shall include, but not be limited to mass transit passenger cars, terminal/platform, luggage, freight/warehouse, and vehicles. Complete, detailed, and accurate training records must be maintained for all proficiency training conducted by each EDCT. These records must be made available to FEMA upon request;
6) The TSGP grant recipient will conduct appropriate training or other canine activities, within view of the public, to increase public awareness of EDCTs and provide a noticeable deterrent to acts which affect public safety or mass transit operations. Recipient EDCTs will also ensure that such activities include, over a period of time, a presence in operational areas of the mass transit system during peak and off-peak hours. The recipient agrees that EDCTs will be utilized in the field at least 80% of their duty time, annually;
7) Recipient EDCTs will provide safe and sanitary kennel facilities for program canines, and these costs may be allowable with prior approval by FEMA. This applies to kenneling canines at the mass transit system, handlers' residences, or commercial boarding facilities. Canines must not be left in makeshift accommodations or without proper supervision, protection, and care. The recipient will ensure that canines are transported on-duty and off-duty in vehicles configured with adequate temperature control, padding and screening to ensure proper health, safety, and security; and
8) Recipient EDCTs will ensure that adequate routine and emergency veterinary care are provided for all canines.

Note: FEMA reserves the right to conduct an on-site operational and record review upon 48-hour notice to ensure compliance with applicable federal regulations.

Equipment and Capital Projects

Equipment and Capital Projects address the Soft Targets/Crowded Places; Cybersecurity; and Equipment/Capital Projects Priorities.

Priority projects include Top Transit Asset List (TTAL) risk remediation and protection of other high-risk, high-consequence areas or systems that have been identified through system-wide risk assessments. These costs include:

- Projects related to physical security enhancements at rail and bus stations in Urban Area Security Initiative (UASI) jurisdictions including security cameras, security screening equipment for people and baggage, and access control (e.g., fences, gates, barriers, etc.); and
- Projects related to cybersecurity of access control, sensors, security cameras, badge/ID readers, Industrial Control System (ICS)/Supervisory Control and Data Acquisition (SCADA) systems, process monitors and controls, etc. or passenger/vehicle/cargo security screening equipment support. Cybersecurity assessments are allowable.

Equipment Acquisition
TSGP funds must comply with IB 426. TSGP funds may be used for the following categories of equipment. A comprehensive listing of allowable equipment categories and types is found in the Authorized Equipment List (AEL). These costs include:

- Personal protection equipment;
- Explosive device mitigation and remediation equipment;
- Chemical, biological, radiological, nuclear, and explosive (CBRNE) operational search and rescue equipment, logistical support equipment, reference materials, or incident response vehicles
- Interoperable communications equipment, including alert and warning capabilities;
- Components or systems needed to address flaws in the computerized systems that control generators, switching stations, and electrical substations as well as other threats to infrastructure critical to the U.S. economy;
- Detection Equipment;
- Power equipment;
- Terrorism incident prevention equipment; and
- Physical security enhancement equipment.

Recipients and subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Unless otherwise noted, equipment must be certified as meeting required regulatory and FEMA-adopted standards to be eligible for purchase using TSGP funds. Equipment must comply with the *Occupational Safety and Health Act* requirement for certification of electrical equipment by a nationally recognized testing laboratory and demonstrate compliance with relevant FEMA-adopted standards through a supplier's declaration of conformity with appropriate supporting data and documentation per International Organization for Standardization/International Electro-technical Commission (ISO/IEC) 17050, Parts One and Two. Agencies must have all necessary certifications and licenses for the requested equipment, as appropriate, prior its purchase. DHS adopted standards are found at https://www.dhs.gov/dhs-implementation-statement-regarding-standard-terms-and-conditions-research-grants. In addition, recipients that are using TSGP funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. This SAFECOM Guidance can be found at https://www.cisa.gov/safecom/funding.

Equipment: Requirements for Small Unmanned Aircraft Systems
All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with IB 426 and also include a description of the policies and procedures in place to safeguard individuals'

privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. SUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating TSGP funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use TSGP funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. The U.S. Department of Homeland Security's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2022 DHS Appropriations Act further requires recipients to certify they have reviewed the Industry Alert on Chinese Manufactured Unmanned Aircraft Systems, and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)
In August 2020, FEMA alerted of an advisory guidance document issued by DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: https://www.dhs.gov/publication/interagency-legal-advisory-uas-detection-and-mitigation-technologies. The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft.

Cybersecurity Projects

TSGP funds may be used for projects that enhance the cybersecurity of:

- Access controls, sensors, security cameras, badge/ID readers, ICS/SCADA systems, process monitors and controls (such as firewalls, network segmentation, predictive security cloud, etc.); and
- Passenger/vehicle/cargo security screening equipment (cybersecurity assessments are allowable).

When requesting funds for cybersecurity, applicants are encouraged to propose projects that would aid in implementation of all or part of the Framework for Improving Critical Infrastructure Cybersecurity (the "Framework") developed by the National Institute of Standards and Technology (NIST). The Framework

gathers existing international standards and practices to help organizations understand, communicate, and manage their cyber risks. For organizations that do not know where to start with developing a cybersecurity program, the Framework provides initial guidance. For organizations with more advanced practices, the Framework offers a way to improve their programs, such as better communication with their leadership and suppliers about management of cyber risks.

The Cybersecurity and Infrastructure Security Agency's (CISA) Critical Infrastructure Cyber Community C³ Voluntary Program also provides resources to critical infrastructure owners and operators to assist in adoption of the Framework and managing cyber risks. Additional information on the Critical Infrastructure Cyber Community C³ Voluntary Program can be found at http://www.cisa.gov/ccubedvp.

DHS's Enhanced Cybersecurity Services (ECS) program is an example of a resource that assists in protecting U.S.-based public and private entities and combines key elements of capabilities under the "Detect" and "Protect" functions to deliver an impactful solution relative to the outcomes of the Cybersecurity Framework. Specifically, ECS offers intrusion prevention and analysis services that help U.S.-based companies and SLTT governments defend their computer systems against unauthorized access, exploitation, and data exfiltration. ECS works by sourcing timely, actionable cyber threat indicators from sensitive and classified Government Furnished Information (GFI). DHS then shares those indicators with accredited Commercial Service Providers (CSPs). Those CSPs in turn use the indicators to block certain types of malicious traffic from entering a company's networks. Groups interested in subscribing to ECS must contract directly with a CSP in order to receive services. Please visit http://www.cisa.gov/enhanced-cybersecurity-services-ecs for a current list of ECS CSP points of contact.

Capital (Construction) Projects Guidance

Recipients must obtain written approval from FEMA prior to the use of any TSGP funds for construction or renovation projects. When applying for construction funds, including communications towers, at the time of application, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C and budget detail citing the project costs and an SF-424D Form for standard assurances for the construction project.

All construction and renovation projects require Environmental Planning and Historic Preservation (EHP) review. Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and local EHP laws and requirements).

Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, instances must also be identified to the FEMA HQ Preparedness Officer within the first six months of the award, regardless of the period of performance. Completed EHP review materials for construction and communication tower projects must be submitted no later than 12 months before the end of the period of performance. EHP policy guidance and the EHP Screening Form, can be found online at https://www.fema.gov/media-library/assets/documents/90195. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

Training and Awareness Campaigns

Training and Awareness Campaigns address the Soft Targets/Crowded Places; Cybersecurity; and Training and Awareness Campaign Priorities.

Training
TSGP funds may be used for the following training activities:

- **Training Topics**. Priority topics include active shooter training, security training for employees, and public awareness/preparedness campaigns.
- **Training Workshops.** Grant funds may be used to plan and conduct training workshops to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and training plan development. Recipients are strongly encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in an After-Action Report/Improvement Plan (AAR/IP) and addressed in the training cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support training-related activities. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. Reimbursement of these costs should conform with the policies of the state or local unit(s) of government or the awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 10% of the total allocation. Dual compensation is unallowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government and from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.
- **Overtime and Backfill Costs.** The entire amount of overtime costs, including payments related to backfilling personnel, that are the direct result of attendance at FEMA and approved training courses and programs are allowable. Reimbursement of these costs should follow the policies of the state or local unit(s) of government or the awarding agency, whichever is applicable. In no case is dual compensation allowable.
- **Travel.** Domestic travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related, approved training, subject to the restrictions at 2 C.F.R. Part 200. International travel is not an allowable expense.
- **Supplies.** Supplies, items that are expended or consumed during the course of the planning and conduct of the training project(s) (e.g., gloves and non-sterile masks), are allowable expenses.
- **Funds Used to Develop, Deliver, and Evaluate Training,** including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment are allowable expenses. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.

Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model of instruction design. Information on FEMA-approved training can found at http://www.firstrespondertraining.gov/.

Awareness Campaigns
TSGP funds may be used for the development and implementation of awareness campaigns to raise public awareness of indicators of terrorism and terrorism-related crime, and for associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations. DHS currently sponsors or supports a number of awareness campaigns. Please review materials, strategies, and resources at https://www.dhs.gov/dhs-campaigns before embarking on the development of an awareness campaign for local constituencies and stakeholders.

Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS "If You See Something, Say Something®" campaign using grant funds work directly with the DHS Office of Partnership and Engagement (OPE). This will help ensure that the awareness materials (e.g., videos, posters, trifolds, etc.) remain consistent with DHS's messaging and strategy for the campaign and compliant with the initiative's trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the Campaign's Office (seesay@hq.dhs.gov), must be facilitated by the FEMA HQ Preparedness Officer.

Exercises
Exercise activities address the Soft Targets/Crowded Places; Cybersecurity; and Exercises Priorities.

TSGP funds may be used for the following exercise activities:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space, and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Exercises afford organizations the opportunity to validate plans and procedures, evaluate capabilities, and assess progress toward meeting capability targets in a controlled, low risk setting. Any shortcoming or gap identified, including those for children and individuals with disabilities or access and functional needs, should be identified in an effective corrective action program that includes development of improvement plans that are dynamic documents, with corrective actions continually monitored and implemented as part of improving preparedness through the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support exercise-related activities. In order to be eligible for reimbursement, the costs for hiring staff must conform to the policies of the non-federal entity and federal statutes, where applicable. *See, e.g.*, 2 C.F.R. § 200.430(a). The costs for hiring contractors or consultants must comply with the applicable federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. The costs for hiring staff, consultants, or contractors to support exercise-related activities costs must be included within the funding allowed for program management personnel expenses, which must not exceed 10% of the total allocation. Dual compensation is never allowable, meaning, in other words, that an employee of a unit of government may not receive compensation from their unit or agency of government and from an award for a single period of time (*e.g.*, 1:00 p.m. to 5:00 p.m.), even though their work may benefit both entities. Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.
- **Overtime and Backfill Costs.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. Dual compensation is never allowable.

- **Travel.** Domestic travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s), subject to the restrictions at 2 C.F.R. Part 200. International travel is not an allowable expense.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs include the rental of space/locations for exercise planning and executing, rental of equipment, etc. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. These also include costs that may be associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Management and Administration (M&A)

Management and administration costs are allowed under this program. M&A costs are activities directly related to managing and administering the award. Recipients may use up to 5% of the amount of the award for their M&A.

FY 2022 TSGP funds may be used for the following M&A costs:

- Hiring of full-time or part-time staff, including contractors and consultants, to execute the following:
  - Management of the current fiscal year TSGP Award;
  - Design and implementation of the current fiscal year TSGP submission meeting compliance with reporting/data collection requirements, including data calls;
  - Information collection and processing necessary to respond to FEMA data calls;
  - Domestic-only travel expenses related to TSGP grant administration, in compliance with 2 C.F.R. Part 200; and
  - Acquisition of authorized office equipment, including personal computers or laptops for TSGP M&A purposes.

Allowable Indirect Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable.

Unallowable Costs

Specific unallowable costs include:

- ***Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.*** Additional prohibited equipment expenditures include items unrelated to grant allowable activities, such as general-use software, general-use computers, and related equipment (other than for allowable M&A activities or otherwise associated preparedness or response functions), general-use vehicles, and licensing fees;
- Personnel costs (except as detailed above);
- Activities unrelated to the completion and implementation of the TSGP; and
- Other items not in accordance with the AEL or not previously listed as allowable costs.

Maintenance and Sustainment Costs

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

Grant funds are intended to support the National Preparedness Goal and fund projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in IB 379: *Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding* allows for the expansion of eligible maintenance and sustainment costs that must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program, and (3) be tied to one of the core capabilities in the five mission areas outlined in the Goal. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Encouraged Use of Certain Products Produced in the United States

Pursuant to Executive Order 13858, "Strengthening Buy-American Preferences for Infrastructure Projects," FEMA encourages non-federal entities under this grant program to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States, in projects funded by an award under this grant program affecting surface transportation, including roadways, bridges, railroads, and transit; aviation; ports, including navigational channels; water resources projects; energy production, generation, and storage, including from fossil-fuels, renewable, nuclear, and hydroelectric sources; electricity transmission; gas, oil, and propane storage and transmission; electric, oil, natural gas, and propane distribution systems; broadband internet; pipelines; stormwater and sewer infrastructure; drinking water infrastructure; and cybersecurity. Notwithstanding this encouragement, non-federal entities must take care that all procurements and contract actions are consistent with law, the Preparedness Grants Manual and

applicable appendices, the grant program's NOFO, and the federal procurement standards at 2 C.F.R. §§ 200.317-200.326.

Program Appendix E:
Intercity Bus Security Grant Program (IBSGP)

As a reminder, while this appendix contains IBSGP-specific information and requirements, the main content of this Manual (non-appendix information) contains important information relevant to **all** preparedness grant programs, including the IBSGP. Please be sure to read the main content of this Manual in addition to the program-specific appendices.

IBSGP grant recipients may only use IBSGP grant funds for the purpose set forth in the Notice of Funding Opportunity (NOFO), and all investments must be consistent with the statutory authority for the award. Grant funds may not be used for matching funds for other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity.

IBSGP Funding Guidelines

Costs charged to an IBSGP award must be consistent with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located at 2 C.F.R. Part 200. For more information on 2 C.F.R. Part 200, please see IB 400 regarding FEMA's implementation of these provisions prior to the recent 2020 revisions. For information on the recent revisions to these regulations, see 2 CFR Grants Management Policy Updates.

IBSGP Priorities

See the annual IBSGP NOFO.

Pre-Award Costs

Pre-award costs are not allowable and will not be approved, with the exception of costs resulting from pre-award grant writing services provided by an independent contractor that shall not exceed $1,500. See the IBSGP NOFO for more information.

Allowable Direct Costs

Specific investments made in support of the funding priorities discussed in the annual IBSGP NOFO generally fall into one of the following six allowable expense categories:

1. Planning;
2. Operational Activities;
3. Equipment and Capital Projects;
4. Training and Awareness Campaigns;
5. Exercises; and
6. Management and Administration.

The following provides guidance on allowable costs within each of these areas.

Planning

Planning activities should address the Soft Targets/Crowded Places; Cybersecurity; and Planning Priorities.

IBSGP funds may be used for the following types of planning activities:

- Development and enhancement of system-wide security risk management plans, to include cyber;
- Development or further strengthening of continuity of operations plans, response plans, station action plans, risk assessments, and asset-specific remediation plans;
- Development or further strengthening of security assessments, including multi-agency and multi-jurisdictional partnerships and conferences to facilitate planning activities;
- Hiring of full- or part-time staff and contractors or consultants to assist with planning activities only to the extent that such expenses are for the allowable activities within the scope of the grant (not for the purpose of hiring public safety personnel); hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327;
- Materials required to conduct planning activities;
- Conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related CISA resources;
- Planning activities related to alert and warning capabilities; and
- Other project planning activities with prior approval from FEMA.

Operational Activities

Operational Activities should address the Soft Targets/Crowded Places Priority.

FEMA encourages applicants to develop innovative operational approaches to enhance the security of transportation systems. Examples include:

- Establishing or improving emergency communication systems linking drivers and over-the-road buses to company operation centers, law enforcement agencies or emergency response personnel;
- Acquiring and installing equipment or systems that collect, store or exchange passenger and/or driver information with established government databases for security purposes; and
- Implementing and operating established methodologies for screening passengers, their carry-on baggage, and/or their checked baggage, for weapons and/or explosives.

Equipment and Capital Projects

Equipment and Capital Projects should address the Soft Targets/Crowded Places; Cybersecurity; and Equipment/Capital Projects Priorities.

Equipment – Vehicle/Driver Security Enhancements

Vehicle Security Enhancements focus on vehicle disabling and anti-theft devices, real-time bus inventory and inventory control, tracking, monitoring, alert and warning capabilities, and locating technologies. Driver security enhancements focus on protection for the bus driver to prevent would-be terrorists from immobilizing the driver and/or hijacking the bus. Applicants are discouraged from submitting projects that propose the use of closed-circuit television (CCTV) alone as an on-board deterrent to terrorism. Rather, any cameras should have the capability and protocols in place for incident-based real-time monitoring. CCTV Systems that are primarily archival, and do not clearly specify the ability for live monitoring in the Investment Justification (IJ) will not be funded.

Capital Projects – Facility Security Enhancements

- Projects related to physical security enhancements at bus stations, or operator-owned facilities including but not limited to lighting, security cameras, security screening equipment for people and baggage, and access control (e.g., fences, gates, barriers);
- Projects related to cybersecurity of access control, sensors, security cameras, badge/ID readers, Industrial Control System (ICS)/Supervisory Control and Data Acquisition (SCADA) systems, process monitors and controls, etc. or passenger/vehicle/cargo security screening equipment support. Cybersecurity assessments are allowable; and
- Full or Part-Time Staff or Contractors/Consultants. Full or part-time staff or contractors/consultants may be hired to support security enhancement-related activities. Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327.

Note: All Capital and Vehicle/Driver security enhancement projects that include cameras, video surveillance, or alarm systems MUST either be live monitored 24/7 or have the capability for real-time incident-based monitoring. CCTV Systems that are primarily archival and do not clearly specify the ability for live monitoring in the IJ will not be funded.

Equipment Acquisition

IBSGP funds must comply with IB 426 and may be used for the following categories of equipment. A comprehensive listing of allowable equipment categories and types is found in the Authorized Equipment List (AEL). These costs include:

- Personal protection equipment;
- Explosive device mitigation and remediation equipment;
- Chemical, biological, radiological, nuclear, and explosive (CBRNE) operational search and rescue equipment, or logistical support equipment;
- Interoperable emergency communications equipment;
- Detection equipment;
- Terrorism incident prevention equipment; and
- Physical security enhancement equipment.

Recipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Unless otherwise noted, equipment must be certified as meeting required regulatory and DHS- adopted standards to be eligible for purchase using these funds. Equipment must comply with the *Occupational Safety and Health Act* requirement for certification of electrical equipment by a nationally recognized testing laboratory and demonstrate compliance with relevant DHS-adopted standards through a supplier's declaration of conformity with appropriate supporting data and documentation per International Organization for Standardization/International Electro-technical Commission (ISO/IEC) 17050, Parts One and Two. Agencies must have all necessary certifications and licenses for the requested equipment, as appropriate, prior to the request. In addition, recipients that are using IBSGP funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. SAFECOM Guidance can be found at: https://www.cisa.gov/safecom/funding.

Cybersecurity Projects

IBSGP funds may be used for projects that enhance the cybersecurity of:

- Access controls; sensors; security cameras; badge/ID readers; ICS/SCADA systems; process monitors and controls (such as firewalls, network segmentation, predictive security cloud, etc.). CCTV Systems that are primarily archival, and do not clearly specify the ability for live monitoring in the IJ will not be funded; and
- Passenger/vehicle/cargo security screening equipment (cybersecurity assessments are allowable).

When requesting funds for cybersecurity, applicants are encouraged to propose projects that would aid in implementation of all or part of the Framework for Improving Critical Infrastructure Cybersecurity ("The Framework") developed by the National Institute of Standards and Technology (NIST). The Framework gathers existing international standards and practices to help organizations understand, communicate, and manage their cyber risks. For organizations that do not know where to start with developing a cybersecurity program, the Framework provides initial guidance. For organizations with more advanced practices, the Framework offers a way to improve their programs, such as better communication with their leadership and suppliers about management of cyber risks.

The Cybersecurity and Infrastructure Security Agency's (CISA) Critical Infrastructure Cyber Community C³ Voluntary Program also provides resources to critical infrastructure owners and operators to assist in adoption of the Framework and managing cyber risks. Additional information on the Critical Infrastructure Cyber Community C³ Voluntary Program can be found at http://www.cisa.gov/ccubedvp.

DHS's Enhanced Cybersecurity Services (ECS) program is an example of a resource that assists in protecting U.S.-based public and private entities and combines key elements of capabilities under the "Detect" and "Protect" functions to deliver an impactful solution relative to the outcomes of the Cybersecurity Framework. Specifically, ECS offers intrusion prevention and analysis services that help U.S.-based companies and state, local, tribal, and territorial (SLTT) governments defend their computer systems against unauthorized access, exploitation, and data exfiltration. ECS works by sourcing timely, actionable cyber threat indicators from sensitive and classified Government Furnished Information (GFI). DHS then shares those indicators with accredited Commercial Service Providers (CSPs). Those CSPs in turn use the indicators to block certain types of malicious traffic from entering a company's networks. Groups interested in subscribing to ECS must contract directly with a CSP in order to receive services. Please visit http://www.cisa.gov/enhanced-cybersecurity-services-ecs for a current list of ECS CSP points of contact.

Capital (Construction) Projects Guidance

Recipients must obtain written approval from FEMA prior to the use of any IBSGP funds for construction or renovation projects. When applying for construction funds, including communications towers, at the time of application, recipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits. Additionally, recipients are required to submit a SF-424C and budget detail citing the project costs and an SF-424D Form for standard assurances for the construction project.

All Capital (Construction) projects require Environmental Planning and Historic Preservation (EHP) review. Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and EHP laws and requirements).

Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, instances must also be identified to the FEMA HQ Preparedness Officer within the first six months of the award. Completed EHP review materials for construction and communication tower projects must be submitted no later than 12 months before the end of the period of performance. EHP policy guidance and the EHP Screening Form, can be found online at: https://www.fema.gov/media-library/assets/documents/90195. EHP review materials should be sent to gpdehpinfo@fema.gov.

Training and Awareness Campaigns

Training and Awareness Campaigns address the Soft Targets/Crowded Places; Cybersecurity; and Training and Awareness Campaign Priorities.

Training

IBSGP funds may be used for the following training activities:

- **Training Topics**. Priority topics include active shooter training, security training for employees, and public awareness/preparedness campaigns**.** The IJ narrative for Training should include:
  - A course syllabus, curriculum, or topic plan identifying the proposed course material and contents; and
  - Provide the total cost of the training course, the number of participants, and the cost per participant breakdown.
- **Training Workshops**. Grant funds may be used to plan and conduct training workshops or conferences including costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and training plan development.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support training-related activities. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. The services of contractors/consultants may also be procured in the design, development, conduct, and evaluation of CBRNE training. Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.
- **Overtime and Backfill Costs**. Overtime and backfill costs associated with the design, development, and conduct of training are allowable expenses. Payment of overtime expenses will be for work performed by recipient or subrecipient employees in excess of the established work week related to the planning and conduct of the training project(s). Furthermore, overtime payments and backfill costs associated with sending personnel to training are allowable. Grant funds cannot be used for personnel or direct salary costs for employees to attend training sessions. Recipients seeking to claim overtime or backfill costs will be required to submit verification. Straight time costs are not eligible expenses.
- **Travel**. Domestic travel costs (e.g., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the training project(s) or for attending courses. These costs must be in accordance with applicable state law and regulations as well as the principles at 2 C.F.R. Part 200. International travel is not an allowable cost under IBSGP.
- **Supplies**. Supplies are items that are expended or consumed during the course of the planning and conduct of the training project(s) (e.g., copying paper, gloves, tape, and non-sterile masks).
- **Funds Used to Develop, Deliver, and Evaluate Training**, including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment are allowable expenses. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any

training or training gaps, including those for individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.

- **Developing New Courses.** Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model of instructional design. Information on FEMA-approved training can found at the following website
- **Other Items**. These costs include the rental of space/locations for planning and conducting training, badges, etc. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations.

Awareness Campaigns

IBSGP funds may be used for the development and implementation of awareness campaigns to raise public awareness of indicators of terrorism and terrorism-related crime, and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations. DHS currently sponsors or supports a number of awareness campaigns. Please review materials, strategies, and resources at https://www.dhs.gov/dhs-campaigns before embarking on the development of an awareness campaign for your local constituencies and stakeholders.

Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS "If You See Something, Say Something®" campaign using grant funds work directly with the DHS Office of Partnership and Engagement (OPE). This will help ensure that the awareness materials (e.g., videos, posters, trifolds, etc.) remain consistent with the Department's messaging and strategy for the campaign and compliant with the initiative's trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the Campaign's Office (seesay@hq.dhs.gov), must be facilitated by the FEMA HQ Preparedness Officer.

Exercises

Exercise activities should address the Soft Targets/Crowded Places; Cybersecurity; and Exercises Priorities.

IBSGP funds may be used for the following exercise activities:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise.** This includes costs related to planning, meeting space, and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Exercises afford organizations the opportunity to validate plans and procedures, evaluate capabilities, and assess progress toward meeting capability targets in a controlled, low risk setting. Any shortcoming or gap identified, including those for children and individuals with disabilities or access and functional needs, should be identified in an effective corrective action program that includes development of improvement plans that are dynamic documents, with corrective actions continually monitored and implemented as part of improving preparedness through the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support exercise-related activities. The services of contractor/consultant staff may be procured to support exercise-related activities. The services of contractors/consultants may also be procured to support the design, development, conduct, and evaluation of terrorism exercises. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327.
- **Overtime and Backfill Costs.** Overtime and backfill costs associated with the design, development, and conduct of terrorism exercises are allowable expenses. Payment of overtime expenses will be for work performed in excess of the established work week related to the

planning and conduct of the exercise project(s). Further, overtime payments and backfill costs associated with sending personnel to exercises are allowable, provided that the event being attended is a DHS sponsored exercise. For positions not funded by the grant award, grant funds cannot be used for personnel or straight salary costs for employees to attend exercises, meaning straight time costs for non-grant funded employees to attend exercise are not allowable. Instead, for positions not funded by the grant award, only overtime and backfill costs will be allowable for those employees to attend exercises. Recipients seeking to claim overtime or backfill costs will be required to submit verification.

- **Travel.** Domestic travel costs (e.g., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). International travel is not allowable under this program.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs include the rental of space/locations for exercise planning and executing, rental of equipment, etc. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. These also include costs that may be associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Management and Administration (M&A)

Management and administration costs are allowed under this program. M&A costs are activities directly related to managing and administering the award. Recipients may use up to 5% of the amount of the award for their M&A.

FY 2022 IBSGP funds may be used for the following M&A costs:

- Hiring of full-time or part-time staff including contractors and consultants, to execute the following:
  - Management of the current fiscal year IBSGP award; and
  - Design and implementation of the current fiscal year IBSGP submission meeting compliance with reporting/data collection requirements, including data calls.
- Information collection and processing necessary to respond to FEMA data calls; and
- Domestic travel expenses related to IBSGP grant administration.

Indirect Costs (Facilities and Administration [F&A])

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and

based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable.

Unallowable Costs

Specific unallowable costs include:

- Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- General-use facility expenditures, to include, but not limited to ordinary facility maintenance, contracts for maintenance, and specifically backup or emergency generators;
- General vehicle maintenance, service contracts, or warranties. This is different from maintenance and sustainment costs that are allowable, but only for projects funded under a grant award. For projects or equipment not funded by the grant award, general maintenance, service contracts, and warranties are not allowable;
- Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.), general-use computers and related equipment (other than for allowable M&A activities, or otherwise associated preparedness or response functions), general-use vehicles, licensing fees, recurring operating costs (e.g., cell phone services, maintenance contracts);
- Organizational operating expenses;
- Personnel costs, to include, but not limited to, overtime and backfill (except as detailed above);
- Activities unrelated to the completion and implementation of the IBSGP;
- Other indirect costs (meaning property purchase, depreciation, or amortization expenses);
- Initiatives in which federal agencies are the beneficiary or that enhance federal property;
- Initiatives which study technology development;
- Proof-of-concept initiatives;
- Initiatives that duplicate capabilities being provided by the Federal Government;
- Other items not in accordance with the AEL, in accordance with IB 426, or not previously listed as allowable costs; and
- Pre-award costs are not allowable and will not be approved, with the exception of costs resulting from pre-award grant writing services provided by an independent contractor that shall not exceed $1,500, as detailed in "Pre-Award Costs" above and in the IBSGP NOFO.

Other Allowable Costs

Maintenance and Sustainment Costs

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

Grant funds are intended to support the National Preparedness Goal (the Goal) and fund projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in *IB 379: Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding* allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program, and (3) be tied to one of the core capabilities in the five mission areas outlined in the Goal. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Bonds

Financial markets are not always predictable, and commercial suppliers are not always reliable; but there are options to provide resource contingencies to support an IBSGP award.

- ***Prepayment Bond:*** Prepayment Bonds provide a measure of economic security for an organization that is going to advance funds to a vendor(s). The prepayment bond generally may be obtained through the vendor or bank. The prepayment bond protects funds in the event a vendor fails to perform (e.g., not finishing/delivering contracted service/equipment, or going out of business). Prepayment bonds are chargeable to an award.
    - **Encouraged Prepayment Bond:** Recipients are strongly recommended, but not required, to obtain a prepayment bond for awarded acquisition activities that exceed the Simplified Acquisition Threshold (SAT) (currently $250,000, but the applicable dollar threshold will be the SAT amount in place at the time of procurement) when recipients are contractually required to advance a down payment and when such advances contain no federal funds (only local funds).
    - **Required Prepayment Bond:** Per 2 C.F.R. § 200.304(b), recipients are required to obtain a prepayment bond for awarded acquisition activities that exceed the SAT; a prepayment bond is required when recipients are contractually required to advance a down payment and when such advances contain only federal funds or a combination of federal and local funds.
- ***Fidelity Bond:*** Reasonable costs of fidelity bonds (or like insurance as provided for by applicable state or tribal laws) covering the maximum amount of IBSGP funds the officer, official, or employee handles at any given time for all personnel who disburse or approve disbursement of IBSGP funds may be allowable if required by the terms and conditions of the award or if generally required by the tribe in its generally operations. If a fidelity bond is required by a recipient in its general operations, those costs must be charged as indirect costs. *See* 2 C.F.R. § 200.427.

Encouraged Use of Certain Products Produced in the United States

Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," FEMA encourages non-federal entities under this grant program to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States, in projects funded by an award under this grant program affecting surface transportation, including roadways, bridges, railroads, and transit; aviation; ports, including navigational channels; water resources projects; energy production, generation, and storage, including from fossil-fuels, renewable, nuclear, and hydroelectric sources; electricity transmission; gas, oil, and propane storage and transmission; electric, oil, natural gas, and propane distribution systems; broadband internet; pipelines; stormwater and sewer infrastructure; drinking water

infrastructure; and cybersecurity. Notwithstanding this encouragement, non-federal entities must take care that all procurements and contract actions are consistent with law, this Manual and applicable appendices, the grant program's NOFO, and the federal procurement standards at 2 C.F.R. §§ 200.317-200.326.

Program Appendix F:
Intercity Passenger Rail (IPR) Program

As a reminder, while this appendix contains IPR-specific information and requirements, the main content of this Manual (non-appendix information) contains important information relevant to **all** preparedness grant programs, including the IPR. Please be sure to read the main content of this Manual in addition to the program-specific appendices.

The IPR grant recipient may only use IPR grant funds for the purposes set forth in the Notice of Funding Opportunity (NOFO), and all investments must be consistent with the statutory authority for the award. Grant funds may not be used for matching funds for other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity.

IPR Funding Guidelines

Costs charged to a an IPR award must be consistent with the uniform administrative requirements and audit requirements for federal awards, located at 2 C.F.R. Part 200, Subparts A-D and F. For more information on 2 C.F.R. Part 200, please see Information Bulletin (IB) 400 regarding FEMA's implementation of these provisions prior to the recent 2020 revisions. For information on the recent revisions to these regulations, see 2 CFR Grants Management Policy Updates | FEMA.gov and www.performance.gov/CAP/grants/. Costs charged to an IPR award must also be consistent with the cost principles in the Federal Acquisition Regulation (FAR) Part 31.2 in lieu of 2 C.F.R. Part 200, Subpart E. Any conflicts between FAR 31.2 and 2 C.F.R. Part 200, Subpart E shall be resolved in favor of the applicable provision in FAR 31.2.

IPR Priorities

See the annual IPR NOFO.

Security Plan Requirements

The following information regarding security plan requirements is provided in 6 U.S.C. § 1134(c)(2):

Security plans should include the following, as appropriate:

- A prioritized list of all items included in the public transportation agency's security assessment that have not yet been addressed;
- A detailed list of any additional capital and operational improvements identified by DHS or the public transportation agency and a certification of the public transportation agency's technical capacity for operating and maintaining any security equipment that may be identified in such list;
- Specific procedures to be implemented or used by the public transportation agency in response to a terrorist attack, including evacuation and passenger communication plans and appropriate evacuation and communication measures for the elderly and individuals with disabilities;
- A coordinated response plan that establishes procedures for appropriate interaction with state and local law enforcement agencies, emergency responders, and federal officials in order to

coordinate security measures and plans for response in the event of a terrorist attack or other major incident;
- A strategy and timeline for conducting training under 49 C.F.R. § 1570.109(b) and 49 C.F.R. Part 1580;
- Plans for providing redundant and other appropriate backup systems necessary to ensure the continued operation of critical elements of the public transportation system in the event of a terrorist attack or other major incident;
- Plans for providing service capabilities throughout the system in the event of a terrorist attack or other major incident in the city or region which the public transportation system serves;
- Methods to mitigate damage within a public transportation system in case of an attack on the system, including a plan for communication and coordination with emergency responders; and
- Other actions or procedures as the Secretary of Homeland Security determines are appropriate to address the security of the system.

Allowable Costs

Specific investments made in support of the funding priorities discussed in the annual IPR NOFO generally fall into one of the following six allowable expense categories:

1) Planning;
2) Operational Activities;
3) Equipment and Capital Projects;
4) Training and Awareness Campaigns;
5) Exercises; and
6) Management and Administration.

The following provides guidance on allowable costs within each of these areas.

Planning

Planning activities that address the Soft Targets/Crowded Places Priority.

IPR funds may be used for the following types of planning activities:

- Development and enhancement of system-wide security risk management plans that ensure the continuity of essential functions, to include cyber;
- Development or further strengthening of continuity plans, response plans, station action plans, risk assessments, and asset-specific remediation plans;
- Development or further strengthening of security assessments, including multi-agency and multi-jurisdictional partnerships and conferences to facilitate planning activities;
- Hiring of full or part-time staff and contractors or consultants to assist with planning activities only to the extent that such expenses are for the allowable activities within the scope of this grant (not for the purpose of hiring public safety personnel); hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327
- Materials required to conduct planning activities;
- Conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related CISA resources;
- Planning activities related to alert and warning capabilities; and
- Other project planning activities, with prior approval from FEMA.

Operational Activities

Operational Activities that address the Soft Targets/Crowded Places Priority.

FEMA encourages applicants to develop innovative operational approaches to enhance the security of transit systems. Projects that use visible, unpredictable deterrence, including operational packages dealing with explosive detection canine teams, mobile screening teams, and anti-terrorism teams, directly support enhancing the protection of soft targets and crowded places. Implementation of one of the three Operational Package (OPack) models discussed below complements existing security systems and provides an appropriate, practical, and cost-effective means of protecting assets.

Agencies may submit IJs to fund transit security police forces/law enforcement providers for patrols and activities on overtime, such as directed patrols, additional canine teams, mobile screening teams, or anti-terrorism team patrols. These activities must be dedicated to the transit environment and must be anti-terrorism in nature. Agencies must identify the type of activity, length of operation (hours), number of personnel, and cost based on length of operation and personnel. Agencies should also provide a risk-based justification for the request, including linkage to a known event, such as hosting a significant regional sporting or political event; or a period of heightened awareness, such as a national holiday. Three OPack types have been developed to support operational activities and are available for funding under the IPR:

- **Explosives Detection Canine Teams (EDCTs).** When combined with the existing capability of a transit security/police force, the added value provided through the addition of an EDCT is significant. EDCTs are a proven, reliable resource to detect explosives and are a key component in a balanced counter-sabotage program. The TSGP will provide funds to establish dedicated security/police force canine teams. Each canine team will be composed of one dog and one handler.
- **Anti-Terrorism Teams (ATTs).** The ATT capability provided through TSGP funding is for uniformed, dedicated transit patrols on a normal operational basis, rather than using teams only for a surge capacity as provided by FEMA in the past. ATTs do not supersede other local transit security forces; rather, they augment current capabilities. Each ATT will consist of four individuals, including two overt elements (*e.g.,* uniformed transit sector law enforcement officer, canine team, mobile explosive screeners), and two discreet observer elements.
- **Mobile Explosive Screening Teams (MESTs).** The MEST OPack will allow recipients the flexibility to deploy combinations of certified explosive ordinance technicians with mobile explosive screening technologies, including during local National Special Security Events. This screening technology will be coupled with mobile explosive screening technologies. Each MEST should have a minimum of two members and one mobile explosive screening apparatus.

Note: Funds for canine teams may not be used to fund drug detection and apprehension technique training. Only explosives detection training for the canine teams will be funded.

Five-Year Security Capital Plan and Operational Sustainment

Applicant requests for OPack funding must include the submission of a Five-Year Security Capital and Operational Sustainment Plan in ND Grants. This plan must include how the agency proposes to implement capital projects and demonstrate how the agency will sustain the operational investments (including officers hired with federal funding) and capabilities after grant funding has been expended. ***Requests for OPacks will not be funded if the applicant does not have and submit a Security Capital and Operational Sustainment Plan.***

Funding Availability for OPacks

OPacks have the potential to be funded for up to a 36-month period from the award date. The monetary figures presented below are stated in terms of cost per period of performance (which indicates actual/complete funding for a 36-month period). Additionally, any OPack costs after the period of performance (including expenses related to the maintenance, personnel, equipment, etc.) are the responsibility of the applicable transit system. Additional funding may be applied for in future grant cycles to maintain this operational capability, but future funding is not guaranteed and requires approval. If these positions are not sustained, the public transportation agency may not be eligible for this personnel support in the future. The table below identifies the maximum funding available for the different OPack types.

Available Funding for OPacks

Operational Package	Maximum Funding per Year (12 months)	Maximum Funding per Period of Performance (36 months)
EDCT	$150,000 per team	$450,000 per team
ATT	$500,000 per team	$1,500,000 per team
MEST	$600,000 per team	$1,800,000 per team

OPack Requirements

IPR OPack funds may be used for new positions or to sustain existing capabilities/programs (*e.g.*, canine teams) already supported by the recipient. Applicants pursuing both new OPacks and sustainment funding for existing OPacks must indicate in their IJs which funding the higher priority for their agency is. Additionally, applicants must provide the number of existing teams (EDCT, ATT, and MEST) already in place, regardless of how they are funded. The below table identifies specific OPack requirements.

OPack Requirements

Operational	Requirements
EDCT	Please refer to the pages below for detailed information regarding EDCTs under the IPR
ATT	Specific for the Canine Team within the ATT: • Each canine team, composed of one dog and one handler, must be certified by an appropriate, qualified organization • Canines should receive an initial basic training course and also weekly maintenance training sessions thereafter to maintain the certification • The basic training averages 10 weeks for the team, with weekly training and daily exercising (comparable training and certification standards, such as those promulgated by the Transportation Security Administration (TSA) Explosive Detection Canine Program), the National Police Canine Association (NPCA), the United States Police Canine Association (USPCA), or the International Explosive Detection Dog Association (IEDDA) may be used to meet this requirement • The individuals hired for the covert and overt elements must be properly trained law enforcement officers • Certifications should be on file with the recipient and must be made available to FEMA upon request
MEST	Certifications should be on file with the recipient and must be made available to FEMA upon request

Allowable Expenses for OPacks

The table below identifies allowable expenses for the various OPacks. Please see the accompanying notes for clarification of certain allowable costs.

Allowable Expenses for OPacks

Operational Package		Salary and Fringe Benefits	Training and Certification	Equipment Costs	Purchase and Train a Canine	Canine Costs[b]
1)	EDCT[a]	✓	✓	✓	✓[c]	✓
2)	ATT	✓	✓	✓	✓	✓
3)	MEST	✓		✓[d]		

[a] Travel costs associated with training for personnel, handlers, and canines are allowable

[b] Canine costs include but are not limited to a canine's veterinary, housing, and feeding costs

[c] One type of allowable training is training specific to the detection of common explosives odors

[d] Equipment and other costs can include but are not limited to explosives detection; stainless steel search tables; consumables such as gloves, swabs, and alcohol; and land mobile radios

Specific Guidance on EDCT

EDCT Certification

Each EDCT, composed of one dog and one handler, must be certified by an appropriate, qualified organization. TSA-certified EDCTs will meet or exceed certification standards set by the TSA National Explosives Detection Canine Team Program (NEDCTP). Recipient EDCTs that do not participate in the NEDCTP will be required to certify annually under their respective agency, local, and state regulations. The recipient will maintain certification, utilization, and training data to show compliance in meeting or exceeding those guidelines set forth by the Scientific Working Group on Dog and Orthogonal Detection Guidelines (SWGDOG), as of September 14, 2007, in addition to the requirements set forth in the NOFO.

EDCT Submission Requirements

1) The recipient will ensure that a written security procedure plan exists for the safekeeping of all explosive training aids, including safe transportation. The recipient will document the removal, use, and return of explosive training aids used during training exercises or for any other reason. The plan and all documentation must be made available to FEMA upon request;
2) The recipient will comply with requirements for the proper storage, handling, and transportation of all explosive training aids in accordance with the Bureau of Alcohol, Tobacco, Firearms and Explosives' Publication 5400.7 (ATF P 5400.7) (09/00), *Federal Explosive Law and Regulation*;
3) The recipient will ensure that certified EDCTs are available to respond to situations 24 hours a day, 7 days per week on an on-duty or off-duty on-call basis. If IPR-funded EDCTs are not available, other, non-IPR funded EDCTs may be utilized for this response. The intent is to provide maximum coverage during peak operating hours and to maintain the ability to promptly respond to threats that affect public safety or mass transit operations;
4) EDCTs under this grant are single purpose and will be trained to detect "live" explosives only, not "simulated" explosives. EDCTs must not have received previous training to detect any other substances;

5) The recipient will ensure that each EDCT receives on-site proficiency training at a minimum of 4 hours per week per duty cycle. This training shall include, but not be limited to, mass transit passenger cars, terminals/platforms, luggage, freight/warehouses, and vehicles. Complete, detailed, and accurate training records must be maintained for all proficiency training conducted by each EDCT. These records must be made available to FEMA upon request;
6) The recipient will conduct appropriate training or other canine activities, within view of the public, to increase public awareness of EDCTs and provide a noticeable deterrent to acts which affect public safety or mass transit operations. The recipient will also ensure that such activities include, over a period of time, a presence in operational areas of the mass transit system during peak and off-peak hours. The recipient agrees that EDCTs will be utilized in the field at least 80% of their duty time, annually;
7) The recipient will provide safe and sanitary kennel facilities for program canines, and these costs may be allowable with prior approval by FEMA. This applies to kenneling canines at a mass transit system, handlers' residences, or commercial boarding facilities. Canines must not be left in makeshift accommodations or without proper supervision, protection, and care. The recipient will ensure that canines are transported on-duty and off-duty in vehicles configured with adequate temperature control, padding, and screening to ensure proper health, safety, and security; and
8) The recipient will ensure that adequate routine and emergency veterinary care are provided for all canines.

Note: FEMA reserves the right to conduct an on-site operational and record review upon 48-hour notice to ensure compliance with applicable federal regulations.

Equipment and Capital Projects

Equipment and Capital Projects that address the Soft Targets/Crowded Places and Cybersecurity Priorities.

Priority projects include Top Transit Asset List (TTAL) risk remediation and protection of other high-risk, high-consequence areas or systems that have been identified through system-wide risk assessments:

- Projects related to physical security enhancements at rail and bus stations in Urban Area Security Initiative (UASI) jurisdictions, including security cameras, security screening equipment for people and baggage, and access control (*e.g.*, fences, gates, barriers, etc.); and
- Projects related to cybersecurity of access control, sensors, security cameras, badge/ID readers, Industrial Control System (ICS)/Supervisory Control and Data Acquisition (SCADA) systems, process monitors and controls, etc. or passenger/vehicle/cargo security screening equipment support. Cybersecurity assessments are allowable.

Equipment Acquisition

IPR funds may be used for the following categories of equipment. A comprehensive listing of allowable equipment categories and types is found in the Authorized Equipment List (AEL). These costs include:

- Personal protection equipment;
- Explosive device mitigation and remediation equipment;
- Chemical, biological, radiological, nuclear, and high explosive (CBRNE) operational search and rescue equipment, logistical support equipment, reference materials, or incident response vehicles;
- Interoperable communications equipment, including for alert and warning capabilities;

- Components or systems needed to address flaws in the computerized systems that control generators, switching stations, and electrical substations as well as other threats to infrastructure critical to the U.S. economy;
- Detection Equipment;
- Power equipment;
- Terrorism incident prevention equipment; and
- Physical security enhancement equipment.

Recipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA.

Unless otherwise noted, equipment must be certified as meeting required regulatory and FEMA- adopted standards to be eligible for purchase using IPR funds. Equipment must comply with the *Occupational Safety and Health Act* requirement for certification of electrical equipment by a nationally recognized testing laboratory and demonstrate compliance with relevant FEMA-adopted standards through a supplier's declaration of conformity with appropriate supporting data and documentation per International Organization for Standardization/International Electro-technical Commission (ISO/IEC) 17050, Parts One and Two. The recipient must have all necessary certifications and licenses for the requested equipment, as appropriate, prior its purchase. In addition, if the recipient is using IPR funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. This SAFECOM Guidance can be found at: https://www.cisa.gov/safecom/funding.

Requirements for Small Unmanned Aircraft Systems

All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with IB 426 and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. SUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating IPR funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use IPR funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. The U.S. Department of Homeland Security's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2022 DHS Appropriations further requires recipients to certify they have reviewed the Industry Alert on Chinese Manufactured Unmanned Aircraft Systems, and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)

In August 2020, FEMA was alerted you of an advisory guidance document issued by DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: https://www.dhs.gov/publication/interagency-legal-advisory-uas-detection-and-mitigation-technologies. The purpose of the advisory guidance document is to help non-federal public and private

entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft.

Cybersecurity Projects

IPR funds may be used for projects that enhance the cybersecurity of:

- Access controls, sensors; security cameras, badge/ID readers, ICS/SCADA systems, process monitors and controls (such as firewalls, network segmentation, predictive security cloud, etc.); and
- Passenger/vehicle/cargo security screening equipment (cybersecurity assessments are allowable).

When requesting funds for cybersecurity, applicants are encouraged to propose projects that would aid in implementation of all or part of the Framework for Improving Critical Infrastructure Cybersecurity (the "Framework"), developed by the National Institute of Standards and Technology (NIST). The Framework gathers existing international standards and practices to help organizations understand, communicate, and manage their cyber risks. For organizations that do not know where to start with developing a cybersecurity program, the Framework provides initial guidance. For organizations with more advanced practices, the Framework offers ways to improve their programs, such as through better communication with their leadership and suppliers about management of cyber risks.

The Cybersecurity and Infrastructure Security Agency's (CISA) Critical Infrastructure Cyber Community C³ Voluntary Program also provides resources to critical infrastructure owners and operators to assist in adoption of the Framework and managing cyber risks. Additional information on the Critical Infrastructure Cyber Community C³ Voluntary Program can be found at www.cisa.gov/ccubedvp.

DHS's Enhanced Cybersecurity Services (ECS) program is an example of a resource that assists in protecting U.S.-based public and private entities and combines key elements of capabilities under the "Detect" and "Protect" functions to deliver an impactful solution relative to the outcomes of the Framework. Specifically, ECS offers intrusion prevention and analysis services that help U.S.-based companies and SLTT governments defend their computer systems against unauthorized access, exploitation, and data exfiltration. ECS works by sourcing timely, actionable cyber threat indicators from sensitive and classified Government Furnished Information. DHS then shares those indicators with accredited Commercial Service Providers (CSPs). Those CSPs in turn use the indicators to block certain types of malicious traffic from entering a company's networks. Groups interested in subscribing to ECS must contract directly with a CSP in order to receive services. Please visit http://www.cisa.gov/enhanced-cybersecurity-services-ecs for a current list of ECS CSP points of contact.

Capital (Construction) Projects Guidance

The recipient must obtain written approval from FEMA prior to the use of any IPR funds for construction or renovation projects. When applying for construction funds, including communications towers, the recipient must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits. Additionally, the recipient is required to submit a SF-424C and budget detail citing the project costs and an SF-424D Form for standard assurances for the construction project.

All construction or renovation projects require Environmental Planning and Historic Preservation (EHP) review. The recipient is also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (*e.g.*, coordination with the relevant Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and local EHP laws and requirements).

Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in DHS Instruction Manual 023-01-001-01, Revision 01, EHP Directive and Instruction, FEMA Directive 108-1, and FEMA Instruction 108-1-1, must also be identified to the FEMA HQ Preparedness Officer within the first six months of the award, regardless of the length of the period of performance. Completed EHP review materials for construction and communication tower projects must be submitted no later than 12 months before the end of the period of performance. EHP policy guidance and the EHP Screening Form, can be found online at: https://www.fema.gov/media-library/assets/documents/90195. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

If the recipient uses funds for construction projects, it must comply with the *Davis-Bacon Act* (codified as amended at 40 U.S.C. §§ 3141 *et seq*.). *See* 6 U.S.C. § 1163(h) (cross-referencing 49 U.S.C. § 24312, which cross-references *Davis-Bacon*). It must ensure that its contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including the Department of Labor (DOL) wage determinations, is available at https://www.dol.gov/whd/govcontracts/dbra.htm.

Training and Awareness Campaigns

Training and Awareness Campaigns that address the Soft Targets/Crowded Places and Cybersecurity Priorities.

Training

IPR funds may be used for the following training activities:

- **Training Topics**. Priority topics include active shooter training, security training for employees, and public awareness/preparedness campaigns**.**
- **Training Workshops**. Grant funds may be used to plan and conduct training workshops, including costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and training plan development. The recipient is strongly encouraged to use free public space, locations, or facilities, whenever available, prior to the rental of space, locations, or facilities. Training should provide the opportunity to demonstrate and validate skills learned as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in an After-Action Report/Improvement Plan (AAR/IP) and addressed in the training cycle.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support training-related activities. Reimbursement of these costs should conform with the policies of recipient, as well as any applicable federal and FEMA policies, rules, and regulations. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. Dual compensation is unallowable, in other words, an employee of a unit of government may not receive compensation from their unit or agency of government and from an award for a single period of time (*e.g.*, 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for allowable activities within the scope of the grant.
- **Overtime and Backfill Costs.** The entire amount of overtime costs, including payments related to backfilling personnel, that are the direct result of attendance at FEMA and approved training courses and programs are allowable. Reimbursement of these costs should follow the policies of the recipient, as well as any applicable federal and FEMA policies, rules, and regulations. state. Dual compensation is never allowable.
- **Travel.** Domestic travel costs (*e.g.*, airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related, approved training, subject to the restrictions at 2 C.F.R. Part 200. International travel is not an allowable expense.
- **Supplies.** Supplies, items that are expended or consumed during the course of the planning and conduct of the training project(s) (*e.g.*, gloves and non-sterile masks), are allowable expenses.
- **Funds Used to Develop, Deliver, and Evaluate Training.** Funds used to develop, deliver, and evaluate training, including costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment are allowable expenses. Training should provide the opportunity to demonstrate and validate skills learned as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the training cycle.

Recipients are encouraged to use existing training rather than developing new courses. When developing new courses, recipients are encouraged to apply the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model of instructional design. Information on FEMA-approved training can found at http://www.firstrespondertraining.gov/.

Awareness Campaigns

IPR funds may be used for the development and implementation of awareness campaigns to raise public awareness of indicators of terrorism and terrorism-related crime and for associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations. DHS currently sponsors or supports a number of awareness campaigns. Please review materials, strategies, and resources at https://www.dhs.gov/dhs-campaigns before embarking on the development of an awareness campaign for local constituencies and stakeholders.

Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS "If You See Something, Say Something®" campaign ("campaign") using grant funds work directly with the DHS Office of Partnership and Engagement (OPE). This will help ensure that the awareness materials (e.g., videos, posters, trifolds, etc.) remain consistent with DHS's messaging and strategy for the campaign and compliant with the initiative's trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the campaign's office (seesay@hq.dhs.gov), must be facilitated by the FEMA Preparedness Officer.

Exercises

Exercise activities that address the Soft Targets/Crowded Places and Cybersecurity Priorities.

IPR funds may be used for the following exercise activities:

- **Funds Used to Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Exercises afford organizations the opportunity to validate plans and procedures, evaluate capabilities, and assess progress toward meeting capability targets in a controlled, low risk setting. Any shortcomings or gaps identified, including those for children and individuals with disabilities or access and functional needs, should be identified in an effective corrective action program that includes development of improvement plans that are dynamic documents, with corrective actions continually monitored and implemented as part of improving preparedness through the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support exercise-related activities. Reimbursement of these costs should conform with the policies of the recipient, as well as any applicable federal and FEMA policies, rules, and regulations. Dual compensation is not allowable, meaning, in other words, that an employee of a unit of government may not receive compensation from their unit or agency of government and from an award for a single period of time (*e.g.*, 1:00 p.m. to 5:00 p.m.), even though their work may benefit both entities. Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. The recipient must follow all applicable procurement regulations at 2 C.F.R. Part 200 when procuring contractor services.
- **Overtime and Backfill Costs.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on designing, developing, and conducting exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the recipient and has the approval of the awarding agency, if applicable. Dual compensation is never allowable.
- **Travel.** Domestic travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s), subject to the restrictions at 2 C.F.R. Part 200. International travel costs are not allowable expenses.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (*e.g.*, gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs include the rental of space or locations for exercise planning and executing, rental of equipment, etc. The recipient is encouraged to use free public space, locations, or facilities, whenever available, prior to the rental of space, locations, or facilities. These also include costs that may be associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Management and Administration (M&A)

Management and administration costs are allowed under this program. M&A costs are activities directly related to managing and administering the award. The recipient may use up to 5% of the amount of the award for its M&A costs.

Fiscal year 2022 IPR funds may be used for the following M&A costs:

- Hiring of full-time or part-time staff, including contractors and consultants, to execute the following:
    - Management of the current fiscal year IPR Award; and
    - Design and implementation of the current fiscal year IPR submission meeting compliance with reporting/data collection requirements, including data calls.
- Information collection and processing necessary to respond to FEMA data calls;
- Domestic travel expenses related to IPR grant administration, in compliance with the Super Circular, 2 C.F.R. Part 200; and
- Acquisition of authorized office equipment, including personal computers or laptops for IPR M&A purposes.

Indirect Costs

Indirect costs are allowable under this program as described in the Federal Acquisition Regulation (FAR).

Unallowable Costs

Specific unallowable costs include:

- ***Grant funds must comply with*** IB 426 ***and may not be used for the purchase of the following prohibited equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.*** Expenditures for items unrelated to grant allowable activities, such as general-use software, general-use computers, and related equipment (other than for allowable M&A activities or for other associated preparedness or response functions), general-use vehicles, licensing fees, weapons systems, and ammunition are also prohibited;
- Personnel costs (except as detailed above or otherwise allowed by statute);
- Activities unrelated to the completion and implementation of the IPR program;
- Other items not in accordance with the AEL or not previously listed as allowable costs;
- Costs related to any matching or cost share requirement for any other federal award;
- Costs related to lobbying or intervention in federal regulatory proceedings;
- Costs related to suing the Federal Government or any other government entity;
- Pre-award costs, unless approved in writing by FEMA and included in the grant award; and
- Costs that are not consistent with the Cost Principles located in FAR 31.2, as applicable.

Maintenance and Sustainment Costs

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

Grant funds are intended to support the National Preparedness Goal and to fund projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients with the ability to meet this objective, the policy set forth originally in IB 379: *Guidance to*

State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding allows for the expansion of eligible maintenance and sustainment costs that must be (1) in direct support of existing capabilities, (2) an otherwise allowable expenditure under the applicable grant program, and (3) tied to one of the core capabilities in the five mission areas outlined in the Goal. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Encouraged Use of Certain Products Produced in the United States

Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," FEMA encourages non-federal entities under this grant program to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States, in projects funded by an award under this grant program affecting surface transportation, including roadways, bridges, railroads, and transit; aviation; ports, including navigational channels; water resources projects; energy production, generation, and storage, including from fossil-fuels, renewable, nuclear, and hydroelectric sources; electricity transmission; gas, oil, and propane storage and transmission; electric, oil, natural gas, and propane distribution systems; broadband internet; pipelines; stormwater and sewer infrastructure; drinking water infrastructure; and cybersecurity. Notwithstanding this encouragement, non-federal entities must take care that all procurements and contract actions are consistent with law, this Manual and applicable appendices, the grant program's NOFO, and the federal procurement standards at 2 C.F.R. §§ 200.317-200.326.

Program Appendix G:
Port Security Grant Program (PSGP)

As a reminder, while this appendix contains PSGP-specific information and requirements, the main content of this Manual (non-appendix information) contains important information relevant to **all** preparedness grant programs, including the PSGP. Please be sure to read the main content of this Manual in addition to the program-specific appendices.

PSGP grant recipients and subrecipients may only use PSGP grant funds for the purposes set forth in the Notice of Funding Opportunity (NOFO), and all investments must be consistent with the statutory authority for the award. These grant funds may not be used for matching funds for other federal awards, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity.

PSGP Funding Guidelines

Costs charged to a PSGP award must be consistent with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located at 2 C.F.R. Part 200. For more information on 2 C.F.R. Part 200, please visit Information Bulletin (IB) 400 regarding FEMA's implementation of these provisions prior to the recent 2020 revisions. For information on the recent revisions to these regulations, see 2 CFR Grants Management Policy Updates | FEMA.gov.

PSGP Priorities

See the annual PSGP NOFO.

Limitations on Funding

As part of the PSGP application process, applicants must complete the approved Investment Justification (IJ) template and included detailed budget sheets (incorporated into the IJ) provided addressing each initiative being proposed for funding. A single IJ should be submitted with each application. Each IJ should include all proposed projects in separate tabs within the IJ. A corresponding detailed budget tab is included within the IJ and must be completed for each project. Each project should represent the complete scope of work and materials required to achieve a single overall capability. For example, a project could be to procure a boat specifically designed and equipped as chemical, biological, radiological, nuclear and explosives (CBRNE) detection, prevention, response, and/or recovery platform. The IJ for this example project should include the CBRNE equipment in the same IJ as the vessel. The corresponding detailed budget should include a description of the equipment (i.e., 24' Response Vessel) and computation (i.e., 1 x $375,000, total $375,000; Vessel mounted Rad/Nuke detection device, 1 x $25,000, total $25,000). Additionally, the total computation for the Total Project Cost, Federal Share, and non-Federal Share must be included in the detailed budget (i.e., Total $400,000; Federal Share $300,000; non-Federal Share $100,000). This demonstrates that the applicant and FEMA understand the level of Federal funding requested, as well as a commitment to the Cost Share required by the applicant to complete the project. (see "Cost-Share or Match" in the PSGP NOFO).

In accordance with 46 U.S.C. § 70107(b)(2), PSGP funding for projects for the cost of acquisition, operation, and maintenance of security equipment or facilities to be used for security monitoring and

recording, security gates and fencing, marine barriers for designated security zones, security-related lighting systems, remote surveillance, concealed video systems, security vessels, and other security-related infrastructure or equipment that contributes to the overall security of passengers, cargo, or crewmembers **cannot exceed $1 million federal share per project**.

The $1 million per project limitation applies only to those projects funded under 46 U.S.C. § 70107(b)(2) and does not apply to projects funded under other provisions of Section 70107.

Allowable Direct Costs

Specific investments made in support of the funding priorities discussed in the annual PSGP NOFO generally fall into one of the following six allowable expense categories:

- Planning;
- Operational Activities;
- Equipment and Capital Projects;
- Training and Awareness Campaigns;
- Exercises; and
- Management and Administration.

The following provides guidance on allowable costs within each of these areas.

Planning

Planning activities address the Soft Targets/Crowded Places; Cybersecurity; and Planning Priorities.

PSGP funds may be used for the following types of planning activities:

- Development or updating of port wide risk mitigation plan (PRMP), including the conduct of port security vulnerability assessments as necessary to support plan update/development;
- Development and enhancement of security plans and protocols within the Area Maritime Security Plan (AMSP), PRMP, and the Business Continuity and Resumption of Trade Plans (BCRTP) in support of maritime security and risk mitigation planning;
- Materials required to conduct planning activities noted in this section;
- Travel and per diem related to the professional planning activities noted in this section;
- Coordination and information sharing with fusion centers;
- Planning activities related to alert and warning capabilities;
- Conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related CISA resources;
- Other port wide maritime security project planning activities, which emphasize the ability to adapt to changing conditions and be prepared to withstand, and recover from, disruptions due to emergencies with prior approval from FEMA; and
- Backfill, overtime, hiring of part-time temporary personnel, and contractors or consultants to assist with planning activities. Copies of PSGP-funded plans must be made available to FEMA and the U. S. Coast Guard (USCG) upon request.

Operational Activities

Operational Activities address the Soft Targets/Crowded Places Priority.

Explosive Detection Canine Teams (EDCTs)
Use of canines (K-9) for explosive detection is one of the most effective solutions for the detection of vehicle-borne IEDs. When combined with the existing capability of a port or ferry security/police force, the added value provided through the addition of a canine team is significant. EDCTs are a proven, reliable resource to detect explosives and are a key component in a balanced counter-sabotage program. Eligibility for funding of EDCTs is restricted to:

- U.S. Ferry Systems regulated under 33 C.F.R. Parts 101, 103, 104, and the passenger terminals these specific ferries service under 33 C.F.R. Part 105;
- Maritime Transportation Security Act (MTSA) regulated facilities; and
- Port authorities, port police, and local law enforcement agencies that provide direct layered security for these U. S. Ferry Systems and MTSA-regulated facilities, and are defined in an AMSP, Facility Security Plan (FSP), or Vessel Security Plan (VSP).

Applicants may apply for up to $450,000 ($150,000/year for three years) per award to support this endeavor. At the end of the grant period (36 months), recipients will still be responsible for continuing the heightened level of capability provided by the EDCT. **A sustainment plan must be submitted with the applicant's IJ to address the 12-month period beyond the period of performance of the award.**

Eligible EDCT Costs
Funds for these EDCTs may **not** be used to fund drug detection and apprehension technique training. Only explosives detection training for EDCTs will be funded. The PSGP EDCT funds may only be used for ***new or expanded*** capabilities/programs and cannot be used to pay for existing K-9 teams, personnel, or K-9 training costs already supported by the port area. Repair and replacement of existing EDCT equipment is allowed. Eligible costs include:

- Contracted K-9 and handler providing services in accordance with PSGP guidance;
- Salary and fringe benefits of new full- or part-time K-9 handler positions;
- Training and certifications (travel costs associated with training for new or expanded full or part time agency handlers, and canines are allowable);
- K-9 and handler equipment costs;
- Purchase and train a new K-9 and handler for CBRNE detection; and
- K-9 maintenance costs including but not limited to veterinary, housing, and feeding costs.

Ineligible EDCT costs include, but are not limited to:

- Hiring costs, including costs associated with initial police academy training of new officers;
- Meals and incidentals associated with travel for initial certification;
- Vehicles modified to be used solely to transport canines; and
- Repair or replacement of unallowable equipment.

EDCT Certification
Each EDCT, composed of one dog and one handler, must be certified by an appropriate, qualified organization. K-9 and handler should receive an initial basic training course and weekly maintenance training sessions thereafter to maintain the certification. The basic training averages ten weeks for the canine team (K-9 and handler together) with weekly training and daily exercising. Comparable training and certification standards, such as those promulgated by the Transportation Security Administration (TSA) Explosive detection canine program, the National Police Canine Association (NPCA), the U.S. Police Canine Association (USPCA), or the International Explosive Detection Dog Association (IEDDA) may be

used to meet this requirement. Certifications and training records will be kept on file with the recipient and made available to FEMA upon request.

EDCT Submission Requirements
Successful applicants will be required to submit an amendment to their approved VSP or FSP per 33 C.F.R. Parts 104 and/or 105 detailing the inclusion of a K-9 explosive detection program into their security measures. The recipient will ensure that a written plan or standard operating procedures (SOPs) exist that describe EDCT deployment policy to include visible and unpredictable deterrent efforts and on-call EDCTs rapid response times as dictated by the agency's FSP or VSP. The plan or SOPs must be made available to FEMA and USCG upon request.

The recipient will comply with requirements for the proper storage, handling, and transportation of all explosive training aids in accordance with the Bureau of Alcohol, Tobacco, Firearms and Explosives' Publication 5400.7 (ATF P 5400.7) (09/00), *Federal Explosive Law and Regulations*.

Additional EDCT Resources Available for K-9 Costs
The PSGP, while providing the ability to defray some start-up costs, does not cover any recurring costs associated with EDCT programs. FEMA strongly encourages applicants to investigate their eligibility under other programs, and potential exclusions, when developing their K-9 programs.

Organization Costs
Allowable organization-related costs are limited to those activities associated with new and ongoing maritime security operations essential to the national priorities. All such activities must be focused exclusively on maritime security and coordinated with the local Captain of the Port (COTP). PSGP funding used for organizational costs will only fund immediate needs for personnel that will be directly engaged in maritime security activities. Allowable organization personnel costs include:

- **Backfill, Overtime, Hiring of Full or Part-Time Personnel or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support training-related and/or maritime-security-related activities conducted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. Salary and fringe benefit payments must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or awarding agency. Dual compensation is not allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Limitations may apply for grant related activities. See specific guidance provided within this Manual for additional details on allowable organization costs (i.e., Training – Personnel costs are limited to backfill and overtime).
- **Hiring new, full-time personnel to:**
  - Operate maritime security patrol vessels (first response agencies only);
  - Staff a new or expanded interagency maritime security operation center;
  - Support maritime security/counterterrorism efforts in the local Joint Terrorism Task Force (JTTF) and/or fusion center; and
  - Support credentialing access to a MTSA facility.
- **Backfill and Overtime costs for existing personnel to:**
  - Operate patrol vessels in support of pre-planned, mission critical activities, as identified by the local COTP (not including routine patrol); and
  - Attend approved maritime security training courses.

- **Personnel or contracted costs to:**
    - Install, repair, and replace port security equipment acquired with FEMA preparedness grant funds. Note this does not include routine maintenance, such as oil changes and daily/weekly systems tests; and
    - Management and administration (M&A) of projects funded under this program.
- **Contracted costs to:**
    - Provide approved training courses; and
    - Provide warranty, maintenance, and service agreements for equipment purchased under this grant.

Organization costs will only be funded to address port (or facility) security needs as outlined in the NOFO and this appendix. PSGP funding for new permanent or part-time personnel will not exceed the 36-month period of performance. Applicants must provide reasonable assurance that personnel costs can be sustained beyond the 36-month award period. **A sustainment plan must be submitted with the applicant's IJ to address the 12-month period beyond the period of performance of the award.**

Equipment and Capital Projects

Equipment and Capital Projects address the Soft Targets/Crowded Places; Cybersecurity; and Equipment/Capital Projects Priorities.

Equipment Acquisition

PSGP funds must comply with IB 426. PSGP funds may be used for the following categories of equipment. A comprehensive listing of allowable equipment categories and types is found in the Authorized Equipment List (AEL). Requests for vehicles of any type are subject to secondary review and approval by the National Review Panel. These costs include:

- Personal Protective Equipment (PPE) for maritime security providers, such as ballistic protective body armor (not including uniforms);
- CBRNE response and remediation equipment for maritime security providers;
- CBRNE decontamination equipment for direct maritime security providers and MTSA-regulated industry;
- CBRNE detection-equipped patrol vehicles **(not including armored personnel carriers or tow trucks),** provided they will be used **exclusively for port/facility CBRNE detection** security operations. A CBRNE detection equipped patrol vehicle must include specifically identified, permanently mounted detection equipment;
- Trailers (not vehicles) designed to carry maritime security equipment essential to maritime security, mitigation, and response (such as boat trailers, dive trailers, or mobile command trailers);
- Mobile Command Centers **only when validated by the COTP as essential to address a specifically required capability outlined in the approved AMSP**. This does not include prime movers (tow-trucks), personnel carriers, or equipment transport vehicles;
- CBRNE detection-equipped and patrol watercraft vessel/small boat used to directly support maritime security for a facility or within a Port Area on a routine basis (CBRNE detection equipment requested with the watercraft/small boat in the IJ must be listed and also detailed in the budget). However, a vessel is not required to be CBRNE equipped;
- Marine firefighting vessels, provided they are outfitted with CBRNE detection equipment and are designed and equipped to meet NFPA 1925: Standard on Marine Fire-Fighting Vessels;
- Firefighting foam and Purple-K Powder (PKP) may be purchased by public fire departments that have jurisdictions in a port area and would respond to an incident at an MTSA regulated facility;

MTSA facilities may also receive funding for this purpose. Funding will be limited to a one-time purchase based on a worst-case incident at the facility or facilities;

- Information-sharing technology; components or equipment designed to share maritime security risk information and maritime all-hazards risk information with other agencies (equipment must be compatible with generally used equipment);
- Maritime security risk mitigation interoperable communications equipment, including alert and warning capabilities;
- Terrorism incident prevention and response equipment for maritime security risk mitigation;
- Physical security enhancements, to include TWIC projects (e.g., card readers, fences, blast resistant glass, turnstiles, hardened doors, and vehicle gates) at maritime facilities;
- Portable fencing, closed-circuit televisions (CCTVs), passenger vans, minibuses, etc. to support secure passage of vessel crewmembers through a MTSA regulated facility;
- Equipment that enhances continuity capabilities, such as interoperable communications, intrusion prevention/detection, physical security enhancements, software and other equipment needed to support essential functions during a disruption to normal operations;
- Generators with appropriate capability (size) to provide back-up power to systems and equipment that support Maritime Domain Awareness (not including routine operational capabilities):
    - Access control equipment and systems;
    - Detection and security surveillance equipment; and
    - Enhancement of Command-and-Control facilities.
- Equipment for new personnel, such as personal protective equipment, is an allowable expense. Weapons and equipment associated with weapons maintenance/security (e.g., firearms, ammunition, and gun lockers) are not allowable.

Recipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA. In addition, recipients that are using PSGP funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. This SAFECOM Guidance can be found at https://www.cisa.gov/safecom/funding.

Requirements for Small Unmanned Aircraft Systems
All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with IB 426 and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. SUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating PSGP funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use PSGP funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. The U.S. Department of Homeland Security's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2022 DHS Appropriations further requires recipients to certify they have reviewed the Industry Alert on Chinese Manufactured Unmanned Aircraft Systems, and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)
In August 2020, FEMA was alerted of an advisory guidance document issued by DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: https://www.dhs.gov/publication/interagency-legal-advisory-uas-detection-and-mitigation-technologies. The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft.

Sonar Devices
The four types of allowable sonar devices are: imaging sonar, scanning sonar, side scan sonar, and three-dimensional sonar. These types of sonar devices are intended to support the detection of underwater improvised explosive devices and enhance maritime domain awareness. The eligible types of sonar, and short descriptions of their capabilities, are provided below:

1) **Imaging Sonar:** A high-frequency sonar that produces "video-like" imagery using a narrow field of view. The sonar system can be pole-mounted over the side of a craft or hand-carried by a diver.
2) **Scanning Sonar:** Consists of smaller sonar systems that can be mounted on tripods and lowered to the bottom of the waterway. Scanning sonar produces a panoramic view of the surrounding area and can cover up to 360 degrees.
3) **Side Scan Sonar:** Placed inside a shell and towed behind a vessel. Side scan sonar produces strip-like images from both sides of the device.
4) **Three-Dimensional Sonar:** Produces 3-dimensional imagery of objects using an array receiver.

Maritime Domain Awareness
Maritime domain is defined as "all areas and things of, on, under, relating to, adjacent to, or bordering on a sea, ocean, or other navigable waterway, including all maritime-related activities, infrastructure, people, cargo, and vessels and other conveyances." Homeland Security Presidential Directive-13 (NSPD-41/HSPD-13) (Maritime Security Policy, December 21, 2004). According to the National Plan to Achieve Maritime Domain Awareness for the National Strategy for Maritime Security (Oct. 2005), "Maritime Domain Awareness (MDA) is the effective understanding of anything associated with the global maritime domain that could impact the security, safety, economy, or environment of the United States. MDA is a key component of an active, layered maritime defense in depth. It will be achieved by improving our ability to collect, fuse, analyze, display, and disseminate actionable information and intelligence to operational commanders." *Id.* at ii. Applicants are encouraged to familiarize themselves with this National Strategy.

Improvised Explosive Device (IED) and CBRNE Prevention, Protection, Response, Recovery Capabilities

Port areas should continue to enhance their capabilities to prevent, detect, respond to, and recover from terrorist attacks employing IEDs, CBRNE devices, and other non-conventional weapons. Please refer to DHS Small Vessel Security Strategy (Apr. 2008).

Physical Security

Physical security is security measures that are designed to deny unauthorized access to facilities, equipment, and resources and to protect personnel and property from damage or harm (such as espionage, theft, or terrorist attacks). Physical security involves the use of multiple layers of interdependent systems and techniques. Physical security has been a focus of PSGP since the program's inception in 2002. Primarily, physical security is intended to harden MTSA-regulated facilities against attacks. Law enforcement may contribute to physical security through patrols; however, patrol vessels generally enhance multiple core capabilities with a focus on CBRNE detection, deterrence, and response. Funding through PSGP for physical security projects should be only directed toward those projects that address identified MTSA required activities and identified in the entity FSP and/or the port area AMSP. Some examples of funded projects include TWIC-related equipment, fencing, lighting, gates, and CCTV. Physical security projects typically require EHP review prior to obligating PSGP funds.

Cybersecurity Projects

PSGP funds may be used for projects that enhance the cybersecurity of:

- Access controls;
- Sensors;
- Security cameras;
- Badge/ID readers;
- Industrial Control System (ICS)/Supervisory Control and Data Acquisition (SCADA) systems;
- Process monitors and controls (such as firewalls, network segmentation, predictive security cloud, etc.); and
- Passenger/vehicle/cargo security screening equipment (cybersecurity assessments are allowable).

When requesting funds for cybersecurity, applicants are encouraged to propose projects that would aid in implementation of all or part of the Framework for Improving Critical Infrastructure Cybersecurity (the "Framework") developed by the National Institute of Standards and Technology (NIST). The Framework gathers existing international standards and practices to help organizations understand, communicate, and manage their cyber risks. For organizations that do not know where to start with developing a cybersecurity program, the Framework provides initial guidance. For organizations with more advanced practices, the Framework offers a way to improve their programs, such as better communication with their leadership and suppliers about management of cyber risks.

The Cybersecurity and Infrastructure Security Agency's (CISA) Critical Infrastructure Cyber Community C³ Voluntary Program also provides resources to critical infrastructure owners and operators to assist in adoption of the Framework and managing cyber risks. Additional information on the Critical Infrastructure Cyber Community C³ Voluntary Program can be found at http://www.cisa.gov/ccubedvp. DHS's Enhanced Cybersecurity Services (ECS) program is an example of a resource that assists in protecting U.S.-based public and private entities and combines key elements of capabilities under the "Detect" and "Protect" functions to deliver an impactful solution relative to the outcomes of the Cybersecurity Framework. Specifically, ECS offers intrusion prevention and analysis services that help U.S.-based companies and SLTT governments defend their computer systems against unauthorized access, exploitation, and data exfiltration. ECS works by sourcing timely, actionable cyber threat indicators from sensitive and classified Government Furnished Information (GFI). DHS then shares those indicators with accredited Commercial

Service Providers (CSPs). Those CSPs in turn use the indicators to block certain types of malicious traffic from entering a company's networks. Groups interested in subscribing to ECS must contract directly with a CSP in order to receive services. Please visit http://www.cisa.gov/enhanced-cybersecurity-services-ecs for a current list of ECS CSP points of contact.

"Hub and spoke" cybersecurity projects are allowable under PSGP for cybersecurity projects that span multiple port area facilities. Hub and spoke cybersecurity projects may affect a parent organization's multiple eligible entities, and maritime security partners, in multiple port areas to provide a port-wide benefit. Such projects may be submitted within a primary Port Area for the project implementation. For example, an applicant in the Port of Houston may submit a hub and spoke project within the Houston/Galveston port area which includes system hardening throughout the organization's facilities in Houston, Port Lavaca, and Corpus Christi. Proportionally, costs associated with entities or subcomponents that are not covered under an AMSP and are not instrumental to enhancing maritime security must not be included in the detailed budget worksheet or investment justification and thereby prorating the cost of the project only to those facilities that are covered by the AMSP. Following the example noted above, the applicant may not include costs associated with cybersecurity of their non-maritime facilities, such as a non-MTSA regulated facility located in San Antonio. Hub and spoke projects are limited only to the enhancement of maritime security as outlined in this section and may not include non-maritime systems or facilities. Please clearly identify hub and spoke projects as such within your IJ and consult your COTP to verify project applicability to enhancing maritime security.

Cybersecurity projects should address risks to the marine transportation system and/or Transportation Security Incidents (TSIs) outlined in the applicable AMSP, or priorities prescribed under applicable FSP or VSP, as mandated under the MTSA or the PRMPs. At the port level, examples of cybersecurity projects include but are not limited to projects that enhance the cybersecurity of access control, sensors, security cameras, badge/ID readers, ICS/SCADA systems, process monitors and controls (such as those that monitor flow rates, valve positions, tank levels, etc.), security/safety of the ship-to-port-to-facility-to-intermodal interface, and systems that control vital cargo machinery at the ship/shore interface (such as cranes, manifolds, loading arms, etc.), and passenger/vehicle/cargo security screening equipment.

Vulnerability assessments are generally not funded under PSGP. However, considering the evolving malicious cyber activity, the relative novelty of cybersecurity as a priority within the program, and the need to adopt best practices included in the voluntary Cybersecurity Framework, vulnerability assessments may be funded as contracted costs. Port-wide assessments are eligible and must demonstrate that the assessment includes port area partners and are necessary to be completed as a single project to ensure a comprehensive evaluation of port area cyber security vulnerabilities. Personnel costs (other than M&A) are not an allowable expense for conducting these assessments.

CISA offers free resources to assist with initial assessments, please see https://www.cisa.gov/cyber-resource-hub for additional information. Applicants are encouraged to utilize free resources prior to requesting funds under this program.

Copies of completed cybersecurity assessments funded under PSGP that impact the maritime transportation system, lead to a "transportation security incident" (as that term is defined under 46 U.S.C. § 70101(6)), or are otherwise related to systems, personnel, and procedures addressed by the facility and vessel plan shall be made available to FEMA and/or the local COTP upon request. The results of these cybersecurity assessments may be designated as Sensitive Security Information (SSI) and may be used to inform national maritime cybersecurity assessments.

Where a vulnerability assessment has been completed either through contracts or qualified personnel to identify existing gaps and required mitigation efforts, mitigating projects may be funded that include

purchase of equipment, software, and infrastructure designed to harden cybersecurity. Specific questions on conducting vulnerability assessments should be referred to the respective FEMA Preparedness Officer.

Capital (Construction) Projects Guidance

Recipients must obtain written approval from FEMA prior to the use of any PSGP funds for construction or renovation projects. Additionally, PSGP funding may not be used to construct buildings or other physical facilities that are not constructed under terms and conditions consistent with the requirements of section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5196(j)(9)) (the *Stafford Act*),[3] which requires compliance with the *Davis-Bacon Act* (codified as amended at 40 U.S.C. §§ 3141 *et seq*.) for PSGP funded projects. Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor wage determinations, is available at http://www.dol.gov/whd/govcontracts/dbra.htm.

The following types of construction and renovation projects are allowable under PSGP, provided they address a specific vulnerability or need identified in AMSP or otherwise support the maintenance/sustainment of capabilities and equipment acquired through PSGP funding:

- Maritime Command and Control Centers;
- Interagency Operations Centers (IOCs) for maritime security;
- Port Security Emergency Communications Centers;
- Buildings to house generators that support maritime security risk mitigation;
- Maritime security risk mitigation facilities (e.g., dock house, ramps, and docks for existing port security assets);
- Hardened security fences/barriers at access points;
- Any other building or physical facility that enhances access control to the port/MTSA facility area; and
- PSGP funding may be used to purchase and/or upgrade a barge to support a staging area for maritime/port security patrols or maritime security risk mitigation responses. (Certain areas throughout the Nation may require a barge that can be permanently anchored or moored in certain areas to support maritime security risk mitigation activities.).

To be considered eligible for funding, the construction of fusion centers, operations centers, or communications centers must offer a port wide benefit and support information sharing and operational coordination among regional interagency and other port security partners. Applicants are reminded that the period of performance is 36 months. Eligible costs for construction or renovation projects may not exceed $1 million (federal share) per project, which may not exceed 10% of the total amount of the award, as stated in 46 U.S.C. § 70107(b)(2)(A) and (B) (Section 102 of the *Maritime Transportation Security Act of 2002*, Pub. L. 107-295, as amended). Grant recipients are not permitted to use PSGP funds for construction projects that are eligible for funding under other federal grant programs. PSGP funds may only be used for construction activities directly related to maritime security risk mitigation enhancements.

[3] While the *Maritime Transportation Security Act of 2002*, as amended at 46 U.S.C. § 70107(b)(2), requires that such activities are carried out consistent with Section 611(j)(8) of the *Stafford Act*, a subsequent amendment to the *Stafford Act* by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of Section 611(j)(8) to 611(j)(9). The cross-reference in the *Maritime Transportation Security Act of 2002* has not been updated.

All construction or renovation projects require Environmental Planning and Historic Preservation (EHP) review. The recipient is also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (*e.g.*, coordination with the relevant Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and local EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment (EA) may be needed, as defined in DHS Instruction Manual 023-01-001-01, Revision 01, EHP Directive and Instruction, FEMA Directive 108-1, and FEMA Instruction 108-1-1, must also be identified to the FEMA HQ Preparedness Officer within the first six months of the award, regardless of the length of the period of performance. Completed EHP review materials for construction and renovation projects must be submitted no later than 12 months before the end of the period of performance. EHP policy guidance and the EHP Screening Form, can be found online at: https://www.fema.gov/media-library/assets/documents/90195. EHP review materials should be sent to gpdehpinfo@fema.dhs.gov.

Training and Awareness Campaigns

Training and Awareness Campaigns address the Soft Targets/Crowded Places; Cybersecurity; and Training and Awareness Campaign Priorities.

Training

Port areas should assess their training and qualification requirements and coordinate training needs and qualification requirements of incident response personnel. Funding for personnel training is limited to those courses that are **essential to enhance *maritime* security**. A listing of courses that are currently approved for PSGP funding is included in the table below.

Some training activities require EHP Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at: https://www.fema.gov/media-library/assets/documents/90195.

Funding for training courses not listed in Table 3 may be permitted on a case-by-case basis depending on the specific maritime security risk mitigation training needs of the eligible PSGP applicant. In such cases, an applicant will be required to explain in the IJ why none of the approved courses referenced in Table 3 satisfy the identified training need and must submit detailed course information for review and consideration by the local COTP field review team and the Nation Review Panel.

Further, in accordance with 46 U.S.C. § 70107(c)(2)(C), no cost share is required to train public safety personnel in the enforcement of security zones under section 46 U.S.C. § 70132 or assisting the enforcement of such security zones. Per 46 U.S.C. § 70132(d), the term "public safety personnel" includes any federal, state (or political subdivision thereof), territorial, or tribal law enforcement officer, firefighter, or emergency response provider

Training denoted with an asterisk (*) in the table below is exempt from cost share only to train public safety personnel who enforce security zones. Additional training of public safety personnel may be exempt if specifically identified by the COTP as exempt and necessary for enforcement or the assistance of enforcement of security zones as specified by 46 U.S.C. § 70132. **Requests that fail to include a cost share for training that is not exempt from cost share requirements as outlined in 46 U.S.C. § 70132 will not be considered for funding.** Training for public safety personnel who do not provide enforcement of security zones are not exempt from cost share. Training rosters and certificates must be provided to FEMA upon request. Please consult your COTP prior to requesting cost share exempt training for enforcement of security zones. Refer to Section C.4 of the NOFO for more specific cost share information for that specific year's requirements.

Seminars and workshops are not considered "Training", however applicants wishing to host seminars or workshops with PSGP funding may be eligible for funding following the criteria set forth in the "Exercise" section of this guidance.

Table 3: Approved PSGP Training Courses

National Training and Education Division	
Course Number	**Course Name**
AWR-144	Port and Vessel Security for Public Safety and Maritime Personnel
AWR-213	Critical Infrastructure Security and Resilience Awareness
AWR-366-W	Developing a Cyber Security Annex for Incident Response
MGT-335	Event Security Planning for Public Professionals
MGT-335-W	Event Security Planning for Public Professionals, Web Based
MGT-400	Master of Arts Degree in Homeland Security
MGT-425	Homeland Security Executive Leaders Program (ELP)
MGT-452	Physical and Cybersecurity for Critical Infrastructure
MGT-456	Integration of Cybersecurity Personnel into the Emergency Management Operations Center for Cyber Incidents
PER-330	The Surface Transportation Emergency Preparedness and Security for Mass Transit and Passenger Rail (STEPS-PT)
PER-331	Surface Transportation Emergency Preparedness and Security for Senior Officials or Administrators (STEPS Sr)
Federal-Sponsored	
Course Number	**Course Name**
DHS-006-PREV	Seaport Security Anti-Terrorism Training Program (SSATP)
DHS-011-PREV	Maritime PRND Operations Course
DHS-016-PREV	Protective Measures Training for Security Officers, Mid-Level Safety/Security Supervisors, and Property Managers
*DHS-011-PROT	NASBLA BOAT Tactical Operators Course
*DHS-009-PROT	Boat Operator's Anti-Terrorism Training
DHS-126-RESP	NASBLA BOAT Crew Member Course
*DHS-128-RESP	NASBLA - Pursuit and Stop Course
State-Sponsored	
Course Number	**Course Name**
CA-006-PREV	Maritime Company, Vessel, and Facility Security Officer
CA-007-PREV	Basic Maritime Security Awareness
CA-008-PREV	Basic First Responder Operational Maritime Security (FROMS)
CA-015-RESP	Maritime Facility Security Officer
CA-020-RESP	WMD & Terrorism Awareness for Security Professionals
ME-001-PROT	Maritime Security Awareness for Military, First Responder and Law Enforcement Personnel
ME-002-PROT	Command Strategies and Tactics for Marine Emergencies
*ME-003-PROT	Tactical Boat Operations for Maritime Security and LE Personnel
ME-002-RESP	Emergency Medical Operations in the Maritime Domain
NJ-003-PREV	Government Agency Maritime Security Awareness Program (GAMSAP)
NJ-015-PREV	Security Awareness & Vigilance for Everyone
NY-001-PREV	Maritime Infrastructure Protection
NY-001-PROT	Safe Boat Operators
*NY-002-PREV	Tactical Escorts and Security Zones
NY-002-PROT	Pattern Line Search/Recovery Course
NY-004-RESP	Vehicle Borne Improvised Explosive Device Security Checkpoint

Federal Law Enforcement Training Center (FLETC)	
Course Number	**Course Name**
*MTOTP	Marine Law Enforcement Training Program
IBOT	Inland Boat Operator's Training
ENTP	Electronic Navigation Training Program
*BOAT	Boat Operator's Anti-Terrorism Training Program

Exercises

Exercise activities address the Soft Targets/Crowded Places; Cybersecurity; and Exercises Priorities.

Exercises funded under the PSGP typically include Seminars, Workshops, Tabletop, Functional, Drills, and Full-Scale exercises. PSGP-funded exercises must have a maritime security focus and include applicable documentation, after action reports, and improvement plans. See below for additional information.

Maritime entity training needs and qualification requirements of incident response personnel should be regularly tested through emergency exercises and drills. Exercises must test operational protocols that would be implemented in the event of a terrorist attack in the maritime environment in accordance with the Area Maritime Security Training Exercise Program (AMSTEP) or the TSA Intermodal Security Training Exercise Program (I-STEP) guidelines. AMSTEP or I-STEP exercises will follow the latest change in requirements contained in the Navigation and Inspection Circular (NVIC) 09-02. Exercises must be designed, developed and conducted consistent with the Homeland Security Exercise and Evaluation Program (HSEEP). Funding used for exercises will only be permitted for those exercises that are in direct support of a MTSA-regulated facility or a port area's MTSA-required exercises (*see* 33 C.F.R. § 105.220 for a facility and 33 C.F.R. § 103.515 for the AMSP). These exercises must be coordinated with the COTP and AMSC and be consistent with HSEEP. More information on HSEEP may be found at https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep.

Some exercise activities require EHP Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at https://www.fema.gov/media-library/assets/documents/90195.

Recipients are required to submit an After-Action Report/Improvement Plan (AAR/IP) for each PSGP-funded exercise to hseep@fema.dhs.gov, and the appropriate local COTP no later than 90 days after completion of the exercise conducted within the PSGP period of performance (POP). Recipients are reminded of the importance of implementing corrective actions iteratively throughout the progressive exercise cycle. Recipients are required to use the HSEEP AAR/IP template located at https://preptoolkit.fema.gov/web/hseep-resources/improvement-planning.

Recipients of PSGP funding for exercises should verify in progress reports the completion of the exercise(s), after-action report(s), improvement plan(s), and notifications made to hseep@fema.dhs.gov and the COTP.

PSGP funds may be used for the following exercise activities:

Funds Used to Design, Develop, Conduct, and Evaluate an Exercise. This includes costs related to planning, meeting space, and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Exercises afford organizations the opportunity to validate plans and procedures, evaluate capabilities, and assess progress toward meeting capability targets in a controlled, low risk setting. Any shortcoming or gap identified, including those for children and individuals with disabilities or access and

functional needs, should be identified in an effective corrective action program that includes development of improvement plans that are dynamic documents, with corrective actions continually monitored and implemented as part of improving preparedness through the exercise cycle.

Hiring of Full- or Part-Time Staff or Contractors/Consultants. Full- or part-time staff may be hired to support exercise-related activities. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. Such costs must be included within the funding allowed for program management personnel expenses, which must not exceed 10% of the total allocation. Dual compensation is never allowable, meaning, in other words, that an employee of a unit of government may not receive compensation from his or her unit or agency of government and from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both entities. Personnel hiring, overtime, and backfill expenses are permitted under this grant only to the extent that such expenses are for the allowable activities within the scope of the grant.

Overtime and Backfill Costs. The entire amount of overtime costs, including payments related to backfilling personnel that are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is more restrictive. Dual compensation is never allowable.

Travel. Domestic travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s). International travel costs are not permitted.

Supplies. Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., gloves, non-sterile masks, and disposable protective equipment).

Other Items. These costs include the rental of space/locations for exercise planning and executing, rental of equipment, etc. Recipients are encouraged to use free public space, locations, or facilities, whenever available, prior to the rental of space, locations, or facilities. These also include costs that may be associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

The National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Recipients are strongly encouraged to nominate exercises into the NEP. For additional information on the NEP, please refer to http://www.fema.gov/national-exercise-program.

Management and Administration (M&A)

M&A costs are allowed under this program. M&A costs are activities directly related to managing and administering the award. Recipients may use up to 5% of the amount of the award for their M&A. PSGP funds may be used for the following M&A costs:

- Hiring full-time or part-time staff, including contractors and consultants, to execute the following:
  - Management of the awarded fiscal years' PSGP award;
  - Design and implementation of the awarded fiscal years' PSGP submission meeting compliance with reporting/data collection requirements, including data calls;
  - Information collection and processing necessary to respond to FEMA data calls;
  - Travel expenses related to PSGP grant administration; and

- Acquisition of authorized office equipment, including personal computers or laptops for PSGP M&A purposes.

Allowable Indirect Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable.

Unallowable Costs

Projects that do not provide a compelling maritime security benefit or have a direct nexus toward maritime security risk mitigation are not permitted. For example, projects that are primarily for economic or safety benefit (as opposed to having a direct maritime security risk mitigation benefit) are ineligible for PSGP funding. In addition, projects that provide a broad homeland security benefit (e.g., a communication system or fusion center for an entire city, county, state, etc.) as opposed to providing primary benefit to the port are ineligible for PSGP funding since these projects should be eligible for funding through other preparedness grant programs. The following projects and costs are considered ineligible for award consideration:

- Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- Projects in which federal agencies are the primary beneficiary or that enhance federal property, including sub-components of a federal agency;
- Projects that study technology development for security of national or international cargo supply chains (e.g., e-seals, smart containers, container tracking or container intrusion detection devices);
- Proof-of-concept projects;
- Development of training;
- Projects that duplicate capabilities being provided by the Federal Government (e.g., vessel traffic systems);
- Business operating expenses (certain security-related operational and maintenance costs are allowable—*see* "Maintenance and Sustainment" and "Operational Costs" for further guidance);
- Transportation Worker Identification Credential (TWIC) card fees;
- Reimbursement of pre-award security expenses;
- Outfitting facilities, vessels, or other structures with equipment or items providing convenience rather than a direct security benefit. Examples of such equipment or items include but are not limited to office furniture, CD players, DVD players, AM/FM radios, TVs, stereos, entertainment satellite systems, entertainment cable systems and other such entertainment media, unless sufficient justification is provided. This includes weapons and associated equipment (i.e., holsters, optical sights, and scopes), including but not limited to, non-lethal or less-than-lethal weaponry including firearms, ammunition, and weapons affixed to facilities, vessels, or other structures;

- Standard issue uniforms (other than maritime security personal protective equipment [PPE]);
- Expenditures for items such as general-use software, general-use computers, and related equipment (other than for allowable M&A activities, or otherwise associated) preparedness or response functions), general-use vehicles and licensing fees;
- Land acquisitions and right of way purchases;
- Funding for standard operations vehicles utilized for routine duties, such as patrol cars and fire trucks;
- Fuel costs (except as permitted for training and exercises);
- Exercise(s) that do not support maritime security preparedness efforts;
- Patrol vehicles and firefighting apparatus, other than those CBRNE detection equipped vehicles for port area and/or facility patrol or response purposes;
- Specialty vehicles such as trucks for towing boat trailers/equipment and armored personnel carriers;
- Providing protection training to public police agencies or private security services to support protecting VIPs or dignitaries;
- Aircraft pilot training, including aircraft operations such as aircraft ditch training;
- Post incident investigation training;
- Basic or advanced dive training (except marine unit CBRNE detection/response dive training);
- Training for personnel not primarily assigned to maritime security activities or MTSA required security personnel (e.g., vessel patrol officers, facility security officers); and
- Reimbursement for the maintenance and wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances, repair, or cleaning of PPE, etc.).

Maintenance and Sustainment Costs

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

Grant funds are intended to support the National Preparedness Goal and fund projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in IB 379: *Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding* allows for the expansion of eligible maintenance and sustainment costs that must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program, and (3) be tied to one of the core capabilities in the five mission areas outlined in the Goal. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Port-Wide Risk Management Plans

Port areas with existing PRMPs are encouraged to maintain their PRMPs and use them to identify projects that will serve to address remaining maritime security vulnerabilities. These ports are also encouraged to develop or maintain a BCRTP. For purposes of regional strategic and tactical planning, these plans must take into consideration all port areas covered by their AMSP, align with the port area's AMSP, consider the entire port system strategically as a whole, and identify actions designed to effectively mitigate security risks associated with the system's maritime critical infrastructure and key resources.

Additional Port Security Resources

- U.S. Department of Transportation "BUILD" grants for National Infrastructure Investments may include funding to support roads, bridges, transit, rail, ports, or intermodal transportation, see https://www.transportation.gov/BUILDgrants
- Cybersecurity assessments may be available via CISA, see https://www.cisa.gov/cyber-resource-hub

Sample Memorandum of Understanding/Agreement (MOU/MOA)

The sample MOU/MOA below demonstrates all of the elements required in the PSGP NOFO for acceptance for review as part of a grant application from a state or local agency providing security services to MTSA-regulated entities.

Memorandum of [Understanding / Agreement]
Between [provider of layered security] and [recipient of layered security]
Regarding [provider of layered security's] Use of Port Security Grant Program Funds

1. **PARTIES**. The parties to this Agreement are the [Provider of Layered Security] and the [Recipient of security service].
2. **AUTHORITY**. This Agreement is authorized under the provisions of [applicable Area Maritime Security Committee (AMSC) authorities and/or other authorities].
3. **PURPOSE**. The purpose of this Agreement is to set forth terms by which [Provider of security service] shall expend Port Security Grant Program project funding in providing security service to [Recipient of security service]. Under requested PSGP grant, the [Provider of security service] must provide layered security to [Recipient of security service] consistent with the approach described in an approved grant application.
4. **RESPONSIBILITIES**: The security roles and responsibilities of each party are understood as follows:

(1) [Recipient of security service]
Roles and responsibilities in providing its own security at each MARSEC level
(2) [Provider of security service]

[-An acknowledgement by the facility that the applicant is part of their facility security plan.]
[-The nature of the security that the applicant agrees to supply to the regulated facility (waterside surveillance, increased screening, etc.).]
[-Roles and responsibilities in providing security to [Recipient of security service] at each MARSEC level.]

5. **POINTS OF CONTACT**. [Identify the POCs for all applicable organizations under the Agreement; including addresses and phone numbers (fax number, e-mail, or internet addresses can also be included).]
6. **OTHER PROVISIONS**. Nothing in this Agreement is intended to conflict with current laws or regulations of [applicable State] or [applicable local Government]. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
7. **EFFECTIVE DATE**. The terms of this agreement will become effective on [EFFECTIVE DATE].
8. **MODIFICATION**. This agreement may be modified upon the mutual written consent of the parties.
9. **TERMINATION**. The terms of this agreement, as modified with the consent of both parties, will remain in effect until the grant end dates for an approved grant. Either party upon [NUMBER] day's written notice to the other party may terminate this agreement.

APPROVED BY: Organization and Title

PSGP Investment Modifications

The purpose of the grant award is to implement projects pursuant to the authorities at 46 U.S.C. § 70107. Under extreme circumstances, a recipient may reallocate award funds from one project to another with prior written approval from FEMA, and in a manner consistent with 2 C.F.R. § 200.308 as long as it does not change the overall scope or objective of the award. Circumstances include, but are not limited to, an inability to complete the original project, disaster events perpetuating an immediate need to reprioritize funds, and changes in regulatory requirements. A recipient must explain the deviation from the original project, including why it is deviating from or scaling down the original project, and what specific circumstances that occurred after the time of its award that necessitate the reallocation request, in its reallocation request. The recipient must also identify how the reallocation request aligns with PSGP priorities and the recipient's original application and the award's scope of work. Due to legal limitations, reallocation requests that would change the scope of the overall project(s) are not permitted. FEMA will also coordinate such reallocation requests with the USCG COTP, and these requests must be verified and supported by the COTP as essential in addressing Port Area priorities. Please also see Section C.4 of this NOFO regarding cost share requirements, including the implications if the project costs are less than what was applied for.

Program Appendix H:

Emergency Management Performance Grant Program

As a reminder, while this appendix contains Emergency Management Performance Grant (EMPG) Program-specific information and requirements, the main content of this Manual (non-appendix information) contains important information relevant to **all** preparedness grant programs, including the EMPG Program.

FEMA will update and publish the full fiscal year (FY) 2022 version of the Preparedness Grants Manual at a future date, which will apply to the use of supplemental FY 2022 EMPG Program funds and will apply to the anticipated eventual full-year FY 2022 EMPG Program funds. Please be sure to read the main content of this Manual in addition to the program-specific appendices once the full version is published.

EMPG Program Priorities

The national priorities for the FY 2022 EMPG Program are:

- Equity
- Climate Resilience
- Readiness

These priorities correspond directly to goals outlined in the 2022-2026 FEMA Strategic Plan. All EMPG Program recipients are encouraged to review the strategic plan and consider how FY 2022 EMPG Program funding can be used to support the Plan's goals and objectives as they apply to the state/territory's specific needs and the needs of the whole community. The national priorities are explained in further detail in the FY 2022 EMPG Program Notice of Funding Opportunity (NOFO).

Alignment of the EMPG Program to the National Preparedness System

The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the National Preparedness Goal (the Goal). The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the Goal.

FEMA requires recipients to prioritize grant funding to demonstrate how EMPG Program-funded investments support closing capability gaps or sustaining capabilities identified in the Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process and other relevant information sources, such as: 1) after-action reports (AARs) following exercises or real-world events; 2) audit and monitoring findings; 3) Hazard Mitigation Plans; and/or 4) other deliberate planning products. In advance of issuing the FY 2022 EMPG Program awards, FEMA Regional Administrators will identify individual regional priorities based on their unique knowledge of each region's preparedness and emergency management needs and will share those priorities with the states and territories within their region. The final priorities will be identified and mutually agreed to by the state/territory and Regional Administrator through a collaborative negotiation process. Ideally, all EMPG Program-funded projects, as outlined in the approved FY 2022 EMPG Program Work Plan, will support the priorities identified through this collaborative approach. See EMPG Program Work Plan section for additional guidance.

FEMA continues to place emphasis on capabilities that address the greatest risks to the security and resilience of the United States. When applicable, funding should support deployable assets that can be used anywhere in the Nation through automatic assistance and mutual aid agreements, including, but not limited

to, the Emergency Management Assistance Compact. The EMPG Program supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism;
- Protect our citizens, residents, visitors, and assets against the greatest threats and hazards;
- Mitigate the loss of life and property by lessening the impact of future disasters;
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; or
- Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

The core capabilities contained in the Goal are highly interdependent and require the use of existing preparedness networks and activities to improve training and exercise programs, innovation, and appropriate administrative, finance, and logistics systems.

Implementation of the National Preparedness System

Identifying and Assessing Risk and Estimating Capability Requirements

By December 31, 2022, recipients are required to complete a THIRA/SPR that addresses all 32 core capabilities and is compliant with Comprehensive Preparedness Guide (CPG) 201, Third Edition. Recipients are required to submit a THIRA every three (3) years to establish a consistent baseline for assessment. 2022 is the start of the new 3-year THIRA/SPR cycle and baseline assessment year. Specific guidance on the requirements for each core capability is provided through technical assistance and supplemental guidance, as some core capabilities have fewer reporting requirements than others. Recipients must continue to respond to a series of planning-related questions as part of the THIRA/SPR process.

While the THIRA is only required every three years, jurisdictions are required to submit an SPR annually. The submission deadline is December 31st each year (as applicable). For additional guidance on the THIRA/SPR, please refer to Comprehensive Preparedness Guide (CPG) 201, Third Edition. Recipients are also encouraged to refer to the Preparedness Toolkit, which is an online portal that provides the whole community with tools to aid in implementing all six areas of the National Preparedness System.

Reporting:

- In each EMPG Program recipient's Biannual Strategy Implementation Report (BSIR), as part of programmatic monitoring, the recipient must describe how expenditures support closing capability gaps or sustaining capabilities identified in the THIRA/SPR process. EMPG Program recipients will, on a project-by-project basis, check one of the following:
    - Building a capability with EMPG Program funding; or
    - Sustaining a capability with EMPG Program funding.

Building and Sustaining Core Capabilities

Recipients must describe how proposed EMPG Program-funded projects will close capability gaps or sustain capabilities identified through the THIRA/SPR process, particularly SPR Step 2 (see Comprehensive Preparedness Guide (CPG) 201, Third Edition), or other relevant information sources that identify capability needs. See EMPG Program Work Plan section for additional guidance and requirements.

National Incident Management System (NIMS) Implementation

EMPG Program recipients and subrecipients are required to implement NIMS. NIMS guides all levels of government, nongovernmental organizations (NGO), and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. EMPG Program recipients must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources.

EMPG Program funds may be used for NIMS implementation; specifically, to meet the requirements described in the *NIMS Implementation Objectives for Local, State, Tribal, and Territorial Jurisdictions*. This document should be used as a guide for both identifying NIMS implementation objectives and needs and as a tool for evaluating NIMS compliance. Additional information about NIMS implementation is available at NIMS Implementation and Training.

Reporting:

- Recipients will answer questions in the applicable secondary NIMS assessment portion of the Unified Reporting Tool (URT) as part of a jurisdiction's THIRA/SPR submission. This involves reporting on the status of the qualification system used within the jurisdiction and sub-jurisdictions, as outlined in the EMPG Program NOFO.
- Reporting will also be through a review by the FEMA Regional NIMS Coordinators during annual technical assistance visits with the states, tribes, and territories within their regions.

National Qualifications System (NQS) Implementation

EMPG Program recipients are encouraged to use EMPG Program funds to support NQS implementation efforts. For FY 2022, as a post-award requirement, all recipients in the 50 states and the District of Columbia must begin their NQS implementation efforts by achieving, or working towards achieving, the Phase 0 objectives outlined in the table below and must, at a minimum, develop an Implementation Plan, using the FEMA-provided two-page template. All other jurisdictions (including territories and FY 2022 EMPG Program subrecipients) are encouraged to begin working toward identifying frequently deployed positions and developing an NQS implementation plan, but implementation will not be required until FY23. For all states and territories, the following requirements shall apply:

- At a minimum, only **EMPG Program-funded deployable personnel, as determined by each recipient organization,** will be required to meet NQS certification requirements.
- Recipients and subrecipients will be considered in compliance with the NQS requirements as long they are **working towards implementing** the NQS Implementation Objectives as outlined in the table below.

Additional NQS Implementation Guidance can be found at: National Qualification System Supplemental Documents | FEMA.gov.

NQS Implementation Phase Objectives	
Phase 0: NQS Implementation Objectives for FY22	**Example Indicators**
▪ Only the 50 States, the District of Columbia and Puerto Rico shall work toward implementation of NQS by developing an Implementation Plan, using the FEMA-provided two-page template. ▪ The Implementation Plan will identify a jurisdiction's timeline for implementing NQS by FY25. ▪ All other jurisdictions are encouraged to begin working toward identifying, **at a minimum, frequently deployed positions** and implementation but will not be required until FY23.	▪ Completion of a jurisdiction implementation plan. ▪ Identification of implementation challenges.
Phase 1: NQS Implementation Objectives for FY23	**Example Indicators**
▪ All jurisdictions shall work toward implementation of NQS by developing an Implementation Plan, using the FEMA-provided two-page template. ▪ Jurisdictions that began implementation in FY22 shall have designed and adopted organizational qualification system procedures, a certification program and credentialing standards for incident workforce personnel in alignment with the NIMS Guideline for the National Qualification System.	▪ Completion of a jurisdiction implementation plan. ▪ Identification of implementation challenges. ▪ Qualification policies and procedures approved by the jurisdiction. Procedures may include: – Establishment of a Qualification Review Board, or equivalent review processes for incident workforce personnel qualifications. – Individual and team coach and evaluation processes for incident workforce personnel qualifications.
Phase 2: NQS Implementation Objectives for FY24	**Example Indicators**
▪ All jurisdictions shall have designed and approved organizational qualification system procedures, certification program and credentialing standards for incident workforce personnel in alignment with the NIMS Guideline for the National Qualification System. ▪ Jurisdictions that began implementation in FY22 shall have issued position task books (PTBs) to incident workforce personnel, as designated by the jurisdiction, and ensure incident workforce personnel show progress in working towards task endorsements and minimum training requirements. ▪ In FY24, all jurisdictions partially satisfy the requirement by ensuring incident workforce personnel,	▪ Qualification policies and procedures approved by the jurisdiction. ▪ Minimum criteria that trainees must meet to be qualified in a specific position is outlined in the NQS Job Title/Position Qualification. ▪ PTB issuance and completion data. ▪ Adoption of a resource management system such as OneResponder, which is a web-based application hosted in a cloud environment. It allows AHJs to management qualifications of personnel.

NQS Implementation Phase Objectives	
which they designate, meet the minimum training requirements from the Job Title/Position Qualification. ▪ Jurisdictions that began implementation in FY22 shall have issued PTBs to incident workforce personnel, which they designate, and ensure incident workforce personnel show progress in working towards task endorsements and minimum training requirements ▪ Jurisdictions shall use a resource management or qualification tool system to track the qualification, certification and credentialing of incident workforce personnel.	
Phase 3: NQS Implementation Objectives for FY25	**Example Indicators**
▪ All jurisdictions shall have issued PTBs to incident workforce personnel, which they designate, and ensure incident workforce personnel show progress in working towards task endorsements and minimum training requirements.	▪ PTB issuance and completion data.

Reporting:
Data collection and reporting on NQS implementation will be addressed via the following:

- NIMS secondary assessment questions on the URT. This involves reporting on the status of the qualification system used within the jurisdiction and sub-jurisdictions.
- NIMS Regional Coordinator Program Guide that allows Regional NIMS Coordinators to review state NIMS programs.
- Review by the Regional NIMS Coordinators during annual technical assistance visits with the states, tribes, and territories within their regions.

Logistics Planning

Distribution Management Plans

EMPG Program recipients are required to develop and maintain a Distribution Management (DM) plan as an annex to their existing Emergency Operations Plan (EOP). Comprehensive Preparedness Guide (CPG) 101 provides guidance on the fundamentals of planning and development of Emergency Operations Plans. The Distribution Management Plan Guide 2.0 (fema.gov) released in January 2022 provides information on how to develop the DM plan annex, key DM plan components, how to review and update a DM plan, and how FEMA reviews and evaluates the plans.

The DM plan must be reviewed by recipients on an annual basis and updated as necessary by September 30th of each calendar year. A question in the URT under the CPG 101 captures whether a jurisdiction has developed and incorporated a DM plan in its EOP.

- The DM plan should focus on the distribution of commodities and supplies such as food, water, generators and tarps to survivors following a disaster
- The DM plan should address strategies/plans for the following:
    - Requirements Defining

- Resource Ordering
- Distribution Methods
- Inventory Management
- Staging Areas
- Transportation
- Demobilization

FEMA Regional Logistics Branch staff will work with EMPG Program recipients to provide technical assistance during the development and maintenance of their DM plans, and to ensure all recipients have effective DM plans capable of integrating with federal, NGOs, private sector, and state, local, tribal, and territorial stakeholders during major disasters. Recipients should refer to the following for additional guidance:

- Information Bulletin (IB) 442, Guidance on Distribution Management Plans for the Fiscal Year 2019 Emergency Management Performance Grants Program; and
- Distribution Management Plan Guidance found at: Planning Guides | FEMA.gov

Additional Logistics Planning Resources

FEMA recommends that EMPG Program recipients use the following resources in developing their DM plan. To learn more about these programs and documents, or for any questions, please contact the Logistics Section Chief from your FEMA Region.

- **The Logistics Capability Assessment Tool 2 (LCAT2) Flyer:** The LCAT2 Flyer provides an overview of the LCAT2, how it is beneficial, how the LCAT process works, and how to obtain an LCAT2.
- **Points of Distribution (PODs) Training:** FEMA Logistics developed a comprehensive POD training to assist states in developing actionable emergency distribution plans and understanding associated challenges. Additional information, including an explanatory DVD, POD guide, and online exam, are available on the Emergency Management Institute's (EMI) website at FEMA - Emergency Management Institute (EMI) Course | IS-26: Guide to Points of Distribution.
- **Interagency Logistics (IL) Training:** This basic IL training course familiarizes participants with the IL concepts of planning and response. The course also provides an overview of IL Partner disaster response organizations, discusses parameters for logistics support coordination, and creates a whole community forum to exchange the best logistics practices. Recipients may find more information on the course by visiting the EMI website Emergency Management Institute | EMI Courses & Schedules (fema.gov).
- **Other Logistics Planning Resources:** Recipients will find additional planning guidance at: Planning Guides | FEMA.gov. Specific to logistics planning, Comprehensive Preparedness Guide (CPG) 101, Version 2.0 provides guidance on how to incorporate logistics into EOPs. Additionally, the Supply Chain Resilience Guide provides emergency managers with recommendations and best practices on how to analyze local supply chains and work with the private sector to enhance supply chain resilience using a five-phased approach.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under the EMPG Program. Each state must have FEMA's approval of a five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The inventory management five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Reporting

Annual DM plan reviews will be reported in the Performance Progress Report (PPR) for the quarter ending September 30 of the most recently awarded EMPG Program. Reviews that result in an update must be submitted to the Regional Grants Division Director or Regional EMPG Program Manager for review by regional logistics staff. The Regional Logistics Staff will review and rate the plans using the latest FEMA Distribution Management Plan Guide 2.0.

Evacuation Planning

EMPG Program recipients should review and update their EOP in accordance with Comprehensive Preparedness Guide (CPG) 101 v3, *Developing and Maintaining Emergency Operations Plans*. Recipients are highly encouraged to include an evacuation plan or annex as part of their EOP as well as plans to exercise and validate the evacuation plan and capabilities. At a minimum, recipients should incorporate the National Response Framework's Mass Evacuation Incident Annex's planning considerations, and other FEMA documents related to evacuation planning, when developing their own Evacuation Plan or Annex. See National Response Framework (NRF), Third Edition (June 2016) and NRF Mass Evacuation Incident Annex (June 2008). Additional National Preparedness resources are available at: National Preparedness and Planning Guides. Specific to evacuation planning, the Evacuation and Shelter in Place Guidance identifies relevant concepts, considerations, and principles that can inform jurisdictions in planning for evacuation and/or shelter-in-place protective actions.

Disaster Housing Planning

State-Led Disaster Housing Task Force

Based on lessons learned from recent disasters, FEMA strongly encourages EMPG Program recipients to establish a State-Led Disaster Housing Task Force (SLDHTF) plan as part of their EOP or as a standalone document and update their plan at least once every two years.

SLDHTFs lead and coordinate state, local, private sector, and community-based actions to assess housing impacts, identify appropriate post-disaster housing options, and establish processes for expediting post-disaster housing delivery. SLDHTF plans should clearly identify the roles, responsibilities, composition, and mobilization procedures for the SLDHTF, and how the SLDHTF integrates into the incident command structure. To have a successful SLDHTF plan, FEMA encourages recipients to:

- Complete the State Housing Strategy Template; and
- Establish a State Disaster Recovery Coordinator.

State Housing Strategy Template

EMPG Program recipients are strongly encouraged to update their State Housing Strategy using the State Housing Strategy Template as part of their EOP or as a standalone document. In addition to the State Housing Strategy Template, recipients are encouraged to define and emphasize sheltering, short term, and permanent housing planning.

The State Housing Strategy Template helps states identify priorities and document critical, jurisdiction-specific processes and procedures to promote an efficient disaster housing mission. The template walks recipients through the following planning considerations as seen in the table below. See the State-Administered Direct Housing Grant Guide, July 2020 for the template and other supporting information.

State Housing Template Sections and Planning Considerations

Template Section	Planning Considerations
SLDHTF Plan Organization	Participant inclusion, approaches for various types of housing disasters, available materials, available assistance programs, and sources for surge staffing
Housing Background	Identifying a jurisdiction's current housing situation, priorities, capabilities, challenges, and known risks
Sheltering Phase Strategy	Identifying planning leads, current resources, timeline, key partners, cross-jurisdictional agreements, and other risks
Interim Housing Strategy	Identifying planning leads, current resources and capabilities, known areas of difficulty, key partners, relocation strategies, and risks
Permanent Housing Strategy	Identifying planning leads, long-term housing needs and prioritizations, current resources and capabilities, known areas of implementation challenges, relocation strategies, and risks
Pre-Disaster Activities	Creating communication plans, survivor transition plans, mitigation plans, and program closeout goals
Post-Disaster Activities	Prioritizing disaster housing recovery activities, creating timelines for project completion, documenting planned actions for assessing the availability of affordable housing resources and expediting the delivery of housing by expediting permitting and waiver processes, establishing an information sharing method, creating an Environmental Planning and Historic Preservation (EHP) strategy, identifying potential locations for Manufactured Housing Units and Recreational Vehicles, and identifying available federal disaster housing assistance

State-Administered Direct Housing Implementation

FEMA encourages states to develop the capacity to administer FEMA Direct Housing Assistance through a reimbursable Inter-Governmental Service Agreement (IGSA). Under this arrangement, FEMA determines disaster survivors' eligibility for specific direct housing options and makes all determinations regarding continuing eligibility, appeals, and eligibility terminations. FEMA also monitors the state's administration of approved Direct Housing Options to ensure compliance with federal environmental, historic preservation, and floodplain management requirements as well as program conditions specified within the IGSA. States that choose to administer Direct Housing Assistance through an IGSA are required to develop a Direct Housing Administrative Plan and are encouraged to establish pre-placed contract to support the delivery of direct housing. Any contracts for this work would need to comply with the federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. For more information, regarding Direct Housing Assistance, please visit Chapter 5 of the Individuals and Households Program Unified Guidance and Chapter 3 of the Individual Assistance Program and Policy Guide (IAPPG).

Disaster Housing Exercises

Recipients are encouraged to exercise and validate their long-term sheltering and housing stabilization plans as part of an existing exercise program. This includes:

- Validating the organizational structure of the Housing Task Force and internal readiness capabilities to address post-disaster housing recovery issues or administer FEMA Direct Housing Assistance under an IGSA
- Validating disaster housing communication plans and procedures that coordinate and integrate the activities and information generated by internal/external partners
- Validating data systems, security, and exchange protocols

- Validating planned actions and milestones transitioning from emergency sheltering to temporary housing to permanent housing and long-term recovery

Additional Disaster Housing Planning Resources

Recipients are encouraged to review the planning guidance available at Planning Guides. The Planning Guides page includes: Planning Considerations: Disaster Housing Guidance for State, Local, Tribal and Territorial Partners (May 2020), which supplements Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans. It provides guidance on national housing priorities, types of housing, key considerations and housing-specific planning recommendations for state, local, tribal and territorial (SLTT) jurisdictions to use, in conjunction with the Six-Step Planning Process described in CPG 101, to develop or improve disaster housing plans.

State Disaster Recovery Coordinator

The Pre-Disaster Recovery Planning Guide helps states prepare for recovery by developing pre-disaster recovery plans that follow a process to engage members of the whole community, develop recovery capabilities, and create an organizational framework for recovery efforts.

FEMA strongly recommends that EMPG Program recipients include pre-disaster recovery planning as part of their State Readiness and Preparedness efforts by establishing a State Disaster Recovery Coordinator (SDRC). An effective pre-disaster recovery plan and process is crucial to help recipients prepare for major disaster incidents and recover effectively. Recipients are encouraged to use the Pre-Disaster Recovery Planning Guide to help inform their identification and establishment of a SDRC. The SDRC position should be included in the State Administrative Plan with the following responsibilities:

- Development of the pre-disaster recovery plan, including state-level leadership and structure, formation of communication channels, multi-agency coordination, and building whole-community partnerships to support recovery efforts.
- Set the stage for necessary strategic, operational, and tactical post-disaster planning, actions, and processes.
- Maximize impact of federal, private sector, and nongovernmental dollars to enable recovery and resilience.
- Accelerate the delivery of resources, including funding and technical assistance, to disaster-impacted communities.
- Enable state leadership to better organize and identify gaps in the state's recovery capabilities.

Disaster Financial Management Policies and Procedures

Lessons learned from recent hurricane seasons and wildfires demonstrate the need for impacted jurisdictions to improve their ability to immediately track and account for disaster costs. Disaster financial management includes policies and procedures that work to recover expenses pertaining to damage, emergency protective measures, and debris management during and after a disaster. These policies and procedures include, but are not limited to, those supporting eligible contract costs and force account labor, materials, and equipment.

State Administrative Plan

FEMA strongly recommends that EMPG Program recipients include disaster financial management planning as part of their State Administrative Plan. An effective disaster financial management plan and process is crucial to help recipients prepare for declarations of emergencies or major disasters and plan for reimbursement. The table below details the processes that should be included in the State Administrative Plan and recommendations on where they should be placed.

State Administrative Plan Section Recommendations	Processes
• Section V Part D: Project Funding and Reimbursement • Section V Part G: Records and Reports	• A process to ensure subrecipients are tracking and documenting disaster costs necessary for federal reimbursement, such as receipts, invoices, procurement documents, contracts, and insurance coverage/claims
• Section V Part D: Project Funding and Reimbursement • Section V Part G: Records and Reports	• A process to document disaster cost operations such as labor, equipment, and materials that are allowable under federal requirements
• Section V Part D: Project Funding and Reimbursement	• A process to ensure that subrecipients are not receiving a duplication in benefits
• Section IV Part B: Organization and Staffing	• A process to ensure pre-disaster contracts and procurement strategies are in place, if necessary

Additionally, recipients are encouraged to use EMPG Program funds for training that develops, delivers, and exercises disaster financial management procedures.

Disaster Financial Management Resources

Recipients are encouraged to use the following resources to inform their disaster financial management planning efforts:

- **State Administrative Plan Template:** Recipients are recommended to use the State Administrative Plan template found on FEMA's Public Assistance webpage to inform their planning efforts. The template includes example structure and content as a model for states to create own Administrative Plan.
- **Public Assistance Program and Policy Guide:** The Public Assistance Program and Policy Guide (PAPPG) combines all Public Assistance policy into a single volume and provides an overview of the PA program implementation process.
- **Public Assistance Frequently Asked Questions and Guidance:** Recipients are encouraged to view the Public Assistance Frequently Asked Questions and guidance found on the Public Assistance webpage to assist with disaster financial management planning efforts. The webpage provides information pertaining to documentation, Public Assistance grant funding eligibility, and hazard mitigation and can be found at Public Assistance Fact Sheets, Job Aids, and FAQs.
- **Office of Inspector General (OIG) Audit Tips:** Recipients are recommended to consult the DHS OIG report, *Audit Tips for Managing Disaster-Related Project Costs* (OIG-17-120-D) for further assistance in documenting and accounting for disaster-related costs. This report is informed by OIG audit findings and can assist recipients in addressing issues that are frequent findings in disaster-related audits.
- **Disaster Financial Management Guide:** The Disaster Financial Management Guide provides guidance for state, local, tribal, and territorial partners on establishing and implementing sound disaster financial management practices.
- **Procurement Disaster Assistance Team (PDAT)**: The PDAT provides training and other resources to assist grant recipients in their efforts to comply with federal procurement standards. See Contracting with Federal Funds for Goods and Services Before, During and After Disasters | FEMA.gov for additional information.

Training and Exercises

Integrated Preparedness Plan (IPP)

Recipients are expected to engage senior leaders and other whole community stakeholders to identify preparedness priorities specific to training and exercise needs, which will guide development of a state/territory multi-year IPP. Similar to the EMPG Program Work Plan development process, these priorities should be informed by various factors, including jurisdiction-specific threats and hazards (i.e., the THIRA); areas for improvement identified by real-world events and exercises (i.e., AARs); external requirements such as state or national preparedness reports (i.e., SPRs), homeland security policy, and industry reports; and accreditation standards, regulations, or legislative requirements. Recipients must document these priorities, in conjunction with the Work Plan development process, and use them to deploy a schedule of preparedness events and activities in the IPP. Information related to IPPs and Integrated Preparedness Planning Workshops (IPPWs) can be found on the HSEEP website at Homeland Security Exercise and Evaluation Program and FEMA Preparedness Toolkit.

Recipients should ensure that their EMPG Program Work Plans and IPPs align with and are complementary to one another and are used in tandem to support shared priorities for building and sustaining the state/territory's preparedness capabilities. Recipients should use the same shared set of priorities in both their IPP and EMPG Program Work Plan, so that EMPG Program investments and projects help recipients implement the planning, training, and exercise activities in their IPPs and advance their IPP priorities. To this end, recipients should develop their IPPs and EMPG Program Work Plans together to create a planned, organized, and methodical approach for closing capability gaps over multiple years. This will help ensure that priorities for both the IPP and EMPG Program Work Plan are based on closing capability gaps documented in their THIRA/SPR and other relevant sources of information. For example, if a recipient selects Logistics and Distribution Management, Resilient Communications, and Housing as its priorities for its EMPG Program Work Plan, those should also be priorities in its IPP. Additionally, IPPs should include all planning, training, and exercise activities funded by the EMPG Program and included in EMPG Program Work Plans, as well as activities funded by other sources. This will ensure that recipients' preparedness projects, investments, and activities are concentrated, focused, and oriented towards closing gaps related to their top priorities, regardless of funding source.

Validating Capabilities through Exercises

All recipients are required to develop and maintain a progressive exercise program consistent with HSEEP guidance in support of the National Exercise Program (NEP). The NEP serves as the principal exercise mechanism for examining national preparedness and measuring readiness. The NEP is a two-year cycle of exercises across the nation that validates capabilities in all preparedness mission areas. The two-year NEP cycle is guided by Principals' Strategic Priorities, established by the National Security Council and informed by preparedness data from jurisdictions across the Nation. See Exercises for additional information.

While there are no minimum exercise requirements, FEMA Regional Administrators and State Emergency Management Directors will negotiate an exercise program that addresses the priorities and capability gaps identified through the collaborative work plan development process. These exercises must be included in the FY 2022 EMPG Program Work Plan submitted for regional approval and should also be included in the state/territory's IPP. See the EMPG Program Work Plan section for additional guidance.

The NEP provides exercise sponsors the opportunity to receive exercise design and delivery assistance, tools and resources, enhanced coordination, and the ability to directly influence and inform policy and preparedness programs. If you have any questions or would like to request assistance through the NEP, please visit the NEP website or reach out to the NEP directly at NEP@fema.dhs.gov.

Reporting

- All EMPG Program-funded exercise activities must be captured in the approved EMPG Program Work Plan.
- EMPG Program-funded exercise costs in the Work Plan can include costs to plan, conduct and evaluate the exercise (e.g., planning, materials, props, contractual services for conducting the exercise, AAR and Improvement Plan [IP], etc.)
- All EMPG Program-funded exercise activities must be reported quarterly. To simplify reporting, it is recommended that recipients submit an updated Exercise Data Table from the FY 2022 EMPG Program Work Plan Template as an attachment to the quarterly PPR. For those recipients who choose not to use the FY 2022 EMPG Program Work Plan Template, the data and information found in the Exercise Data Table must still be submitted (in any chosen format) as an attachment to the PPR.
- EMPG Program-funded personnel costs associated with exercises are not required in the FY 2022 EMPG Program Work Plan Template for application or reporting purposes.
- Recipients must have a current multi-year IPP that identifies preparedness priorities and activities. The current multi-year IPP must be submitted to hseep@fema.dhs.gov and the Regional EMPG Program Manager before January 31st of each year.
- Recipients are encouraged to enter their exercise information into the Preparedness Toolkit at FEMA Preparedness Toolkit.
- Recipients must submit AAR/IPs to hseep@fema.dhs.gov and copy their Regional EMPG Program Manager and indicate which fiscal year's funds were used (if applicable).
- Submission of AAR/IPs must take place within 90 days following completion of the single exercise or progressive series.
    - Recipients are encouraged to submit AAR/IPs reflecting tabletop exercises that validate critical plans or those reflecting large-scale functional or full-scale exercises that took place at the state, territorial, tribal, or regional level. Recipients are discouraged from submitting AAR/IPs specific to local jurisdictions that reflect drills.
    - If a state, territory, or local jurisdiction has experienced a major disaster and they would like to request exemptions for a scheduled exercise, the recipient should send this request to its assigned Regional EMPG Program Manager through the quarterly PPR. Exemptions will be reviewed by the Region on a case-by-case basis.
    - Recipients can access a sample AAR/IP template at Preparedness Toolkit Improvement Planning Templates.

Training

Similar to the exercise guidance above, training activities should align to a current, multi-year IPP developed through an annual IPPW and build from training gaps identified in the THIRA/SPR and work plan development process. Further guidance concerning the IPP and the IPPW can be found at HSEEP Resources - Preparedness Toolkit.

Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience, all of which is included in the curriculum of the EMI Basic Academy. The EMI Basic Academy provides a foundational education in emergency management as a way for emergency managers to begin or advance their career. The goal of the Basic Academy is to support the early careers of emergency managers through a training experience combining knowledge of all fundamental systems, concepts, and practices of cutting-edge emergency management.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses. Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training

Program. NIMS is also included in the curriculum of the EMI Basic Academy. The NIMS Training Program can be found at NIMS Implementation and Training.

All EMPG Program-funded personnel are expected to be trained emergency managers (see NQS Implementation section). All EMPG Program-funded personnel must complete *either* the Independent Study courses identified in the Professional Development Series *or* the National Emergency Management Basic Academy delivered either by EMI or at a sponsored state, local, tribal, territorial, regional, or other designated location. Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at: EMI EMPP. A complete list of Independent Study Program Courses may be found at EMI Independent Study.

In addition to training activities aligned to and addressed in the IPP, all EMPG Program-funded personnel (including full- and part-time SLTT recipients and subrecipients) must complete the following training requirements and record proof of completion:

1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version)[4], **and**;
2) Professional Development Series (PDS) **or** the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

PDS Professional Development Series	**OR**	**Basic Academy** Basic Academy Pre-requisites and Courses
IS-120.a: An Introduction to Exercises	**OR**	IS-100 (any version): Introduction to the Incident Command System
IS-230.d: Fundamentals of Emergency Management	**OR**	IS-700 (any version): National Incident Management System (NIMS)-An Introduction
IS-235.b: Emergency Planning	**OR**	IS-800 (any version): National Response Framework, An Introduction
IS-240.b: Leadership and Influence	**OR**	IS-230.d: Fundamentals of Emergency Management
IS-241.b: Decision Making and Problem Solving	**OR**	E/L101: Foundations of Emergency Management
IS-242.b: Effective Communication	**OR**	E/L102: Science of Disasters
IS-244.b: Developing and Managing Volunteers	**OR**	E/L103: Planning Emergency Operations
IS-244.b: Developing and Managing Volunteers	**OR**	E/L104: Exercise Design
IS-244.b: Developing and Managing Volunteers	**OR**	E/L105: Public Information & Warning

The EMI Basic Academy provides this foundational Emergency Management education. To ensure the professional development of the emergency management workforce, the recipients must ensure a routine capabilities assessment is accomplished and an IPP is developed and implemented.

[4] NIMS training courses IS-100, IS-200, IS-700, and IS-800 only need to be taken once to fulfill requirements. Also, previous versions of the IS courses are still considered as meeting the NIMS training requirement.

Additional Training Information

Per FEMA Grant Programs Directorate Information Bulletin 432, *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on July 19, 2018, states, territories, tribal entities, and high-risk urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, tribal, or high-risk urban area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's EOP.

FEMA will conduct periodic reviews of all state, territory, and urban area training funded by FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, State Administrative Agencies (SAAs), and TPOCs are encouraged to review the National Training and Education Division (NTED) Training Resource and Development Center website at First Responder Training Resource and Development Center.

FEMA's National Preparedness Course Catalog

This online searchable catalog features a compilation of courses managed by the three primary FEMA training organizations: the Center for Domestic Preparedness, EMI, and NTED. The catalog features a wide range of course topics in multiple delivery modes FEMA for federal, state, local, territorial, and tribal audiences. The catalog is located at First Responder Training and Education Division.

Reporting

- All EMPG Program-funded training activities must be captured in the approved EMPG Program Work Plan and should be included in the IPP. This includes training for which the only expenses are for overtime and/or backfill costs associated with emergency management personnel attending the training.
- All EMPG Program-funded training activities must be reported quarterly. To simplify reporting, it is recommended the recipient submit an updated Training Data Table from the FY 2022 EMPG Program Work Plan Template as an attachment to the quarterly PPR. For those recipients who choose not to use the FY 2022 EMPG Program Work Plan Template, the data and information found in the Training Data Table must still be submitted (in any chosen format) as an attachment to the PPR.
- Recipients must report their NIMS implementation status of their jurisdiction and sub-jurisdictions, including the training of personnel, in the applicable secondary NIMS assessment portion of the URT as part of their THIRA/SPR submission.
- Recipients must maintain proof of completion of training requirements.
- Training Information Reporting System ("Web Forms"): Web Forms is an electronic data management system built to assist SAA TPOCs and federal agencies to submit non-NTED training courses for inclusion in the State/Federal-Sponsored Course Catalog. The information collected is used in a two-step review process to ensure that the training programs adhere to the EMPG Program's intent and the course content is sound and current. While reporting training activities through Web Forms is not required under the EMPG Program, the system remains available and can be accessed through the Web-Forms section of the FEMA National Preparedness Course Catalog to support recipients in their own tracking of training deliveries.

Reviewing and Updating Planning Products

Based on the applicant's current THIRA/SPR, capability levels, and resources, plans should be reviewed on an annual basis to determine if they remain relevant or need to be updated. This review should be based on a current THIRA/SPR and utilize information gathered during the capability validation process. These reviews will provide a means to determine priorities, direct preparedness actions, and calibrate goals and objectives.

Additional Considerations

Strengthening Governance Integration

FEMA preparedness grant programs are intended to support the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery that are necessary to prepare for incidents that pose the greatest risk to the Nation's security. Each program reflects the Department's intent to build and sustain an integrated network of national capabilities across all levels of government and the whole community. Disparate governance structures must be integrated and refined to ensure resources are targeted to support the most critical needs of a community based on risk-driven, capabilities-based planning. Strong and inclusive governance systems better ensure that disparate funding streams are coordinated and applied for maximum impact.

FEMA requires that all governance processes that guide the allocation of preparedness grant funds adhere to the following guiding principles:

- **Coordination of Investments**: Resources must be allocated to address the most critical capability needs as identified in the SPR and coordinated among affected preparedness stakeholders, including appropriate representatives of at-risk, underserved communities.
- **Transparency**: Stakeholders must be provided visibility on how preparedness grant funds are allocated and distributed, and for what purpose.
- **Substantive Local Involvement**: The tools and processes that are used to inform the critical priorities, which FEMA grants support, must include local government representatives. At the state and regional levels, local risk assessments must be included in the overarching analysis to ensure that all threats and hazards are accounted for. Primary focus should be on the needs of socially vulnerable, underserved populations and ensuring equity for those most at risk relative to disaster preparedness, response, and recovery.
- **Accountability**: FEMA recognizes that unique preparedness gaps exist at the local level. Grant recipients are responsible for ensuring the effective use of funds to address those gaps and for maintaining and sustaining existing capabilities, particularly when it comes to serving the needs of at-risk, underserved communities.
- **Support of Regional Coordination**: Inter/intra-state partnerships and dependencies at the state and regional levels, including those within metropolitan areas, must be recognized.

Program Performance Reporting Requirements

Performance Progress Reports (PPR)

Recipients are responsible for providing performance reports to FEMA on a quarterly basis. As explained in the *Standardized Programmatic Reporting* section below, the quarterly PPRs must be based on the approved EMPG Program Work Plan and are due no later than 30 days after the end of the quarter. Although not mandatory, recipients are encouraged to use the updated FY 2022 EMPG Program Work Plan Template – specifically the Implementation Schedule, Training Data Table, and Exercise Data Table – to report on the status of planned project activities, any risks that may affect project progress or success, and updates to project schedules. The PPR (in the form of an updated Work Plan) shall be submitted in ND Grants. See EMPG Program Work Plan section for additional guidance.

Programmatic Reporting Periods and Due Dates

The following reporting periods and due dates apply for the PPR:

Reporting Period	Report Due Date
October 1 – December 31	January 30
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

Standardized Programmatic Reporting for the EMPG Program

The FY 2022 EMPG Program Work Plan Template has been modified to standardize data collection, which enables improved analysis and reporting. The EMPG Program Work Plan includes ten components:

1) Grant Investment Strategy
2) Grant Activities Outline
3) Detailed Budget – Excluding Management and Administrative (M&A)
4) Budget Narrative – Excluding M&A
5) Detailed Budget – M&A Only
6) Budget Narrative – M&A Only
7) EMPG Program Summary
8) Implementation Schedule
9) Training Data Table
10) Exercise Data Table

Although use of the FY 2022 EMPG Program Work Plan Template is not mandatory (see EMPG Program Work Plan section), baseline data on personnel, training, and exercises, as well as the information included on the Grant Activities Outline and Implementation Schedule, must be provided in the EMPG Program Work Plan at the time of application regardless of the chosen work plan format.

The status of all EMPG Program-funded plans, training, and exercise activities must be reported quarterly as part of the PPR. To facilitate reporting, recipients are encouraged to submit an updated Implementation Schedule, Training Data Table, and Exercise Data Table from the FY 2022 EMPG Program Work Plan Template as an attachment to the quarterly PPR. Recipients who choose not to use the FY 2022 EMPG Program Work Plan Template must still provide the updated data and information included in the Implementation Schedule, Training Data Table, and Exercise Data Table, but may use a different format for reporting that information in their PPR submission.

EMPG Program Funding Guidelines

Allowable Costs

Management and Administration (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management, reporting, and program and financial monitoring. Some examples of M&A costs include grants management training for M&A staff, equipment and supplies for M&A staff to administer the EMPG Program grant, travel costs for M&A staff to attend conferences or training related to the EMPG Program, travel costs for the M&A staff to conduct subrecipient monitoring, contractual services to support the M&A staff with M&A activities, and auditing costs related to the grant award to the extent required or permitted by statute or 2 C.F.R. Part 200. Characteristics of M&A expenses can include the following: 1) direct costs that are incurred to administer a particular Federal award; 2) identifiable and unique to each Federal award; 3) charged based on the activity performed for that particular Federal award; and 4) not duplicative of the same costs that are included in the approved Indirect Cost Rate Agreement, if applicable. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities. In this case, personnel and fringe benefits for M&A is allowable.

If the SAA is not the EMA, the SAA is not eligible to retain funds for M&A. M&A costs are allowable for both state and local-level EMAs. The state EMA may use up to 5% of the EMPG Program award for M&A purposes. In addition, local EMAs may retain and use up to 5% of the amount received from the state for local M&A purposes.

Indirect Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Per 2 C.F.R. Part 200, Appendix VII, paragraph D.1.b, state and local governments are not permitted to use the de minimus rate without seeking and receiving FEMA's approval of a case-by-case exception. State and local governments who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to request the case-by-case exception to use the de minimis rate should reach out to their FEMA Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimus rate or cost allocation plan, as applicable.

Unrecovered Indirect Costs

In accordance with 2 C.F.R. § 200.306(c) "[u]nrecovered indirect costs, including indirect costs on cost sharing or matching may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate." Therefore, unrecovered indirect costs may be applied to meet cost share requirements of the EMPG Program grant with the approval of the Regional Grants Division. To meet the cost sharing requirements, the recipient's indirect costs contributions must be

verifiable, reasonable, allocable, necessary, and otherwise allowable under the grant program, and in compliance with all applicable Federal requirements and regulations.

Whole Community Preparedness

EMPG Program recipients should engage with the whole community to advance community and individual preparedness and to work as a nation to build and sustain resilience. Recipients should consider the three goals of the 2022-2026 FEMA Strategic Plan in their program design and delivery. Recipients should integrate program design and delivery practices that ensure representation and services for under-represented diverse populations that may be more impacted by disasters including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

Individual preparedness should be coordinated by an integrated body of government and nongovernmental representatives as well, including but not limited to, elected officials, the private sector (especially privately owned critical infrastructure), private nonprofits, nongovernmental organizations (including faith-based, community-based, and voluntary organizations), advocacy groups for under-represented diverse populations that may be more impacted by disasters including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations. By engaging these stakeholders, EMPG Program recipients can help FEMA develop and promote a suite of well-targeted solutions for individuals and communities to adopt. Recipients should coordinate preparedness initiatives with FEMA and whole community partners to efficiently apply federal funding to reach the goal of individual and community resilience.

The following preparedness programs are allowable expenses and resources:

- **Community Emergency Response Team (CERT)** programs, which educate volunteers about disaster preparedness for the hazards that may impact their area and train them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. CERT offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks.
- **Financial Preparedness Activities** that encourage and assist Americans in preparing for the true cost of disasters. Allowable activities include encouraging emergency savings, promoting home and renter's insurance, and promoting flood insurance for individuals and families. Partnerships with local financial wellness organizations such as credit unions, financial counselors, community banks, and others that reach a variety of audiences are encouraged.
- **Preparedness of Community-Based Organizations** that serve as a critical safety net for Americans disproportionately impacted by disasters. Examples of community-based organizations include but are not limited to food banks, food pantries, homeless shelters, school readiness and after school centers, adult day care centers, job training centers, legal assistance centers, and cultural centers. Allowable activities include Whole Community exercises, trainings, and activities focused on staff preparedness, information sharing with clients and government, and continuity of essential functions in the event of an emergency.
- **Youth Preparedness Resources** are available on Ready Kids. Bolstering youth preparedness across the nation is a priority for FEMA as the Agency works with state, local, tribal, and territorial partners to create a culture of preparedness in the United States. Information on youth-centric educational curricula, games, planning materials, and other relevant resources can be found at Ready Kids. Furthermore, FEMA's Individual and Community Preparedness Division and regional-based Community Preparedness Officers are available to provide grant recipients with guidance and

assistance. Please email FEMA-Prepare@fema.dhs.gov to contact one of the Agency's subject matter experts.

The following are examples of youth preparedness activities that recipients are encouraged to undertake as allowable costs:

- Reach out to a local school board or elementary school to encourage the adoption of the Student Tools for Emergency Planning (STEP) curriculum. STEP is a classroom-based emergency preparedness curriculum for 4th- and 5th-graders in an easy, ready-to-teach format. Students will learn about disasters, emergencies, and hazards, and how to create a disaster supply kit and family emergency communication plan. An overview of the STEP program along with the instructor guide and student activity book is available at Ready STEP.
- Sponsor the creation of a Teen CERT in your jurisdiction. The CERT Program is a national program of volunteers trained in disaster preparedness and emergency response. Volunteers come from all ages and all walks of life, including teenagers. Additional information, including a step-by-step guide on how to start a Teen CERT, is available at Ready Teen CERT.

The following tools are available to order from FEMA's warehouse free of charge:

- "Prepare with Pedro" is a joint product of FEMA and the American Red Cross. The "Prepare with Pedro: Disaster Preparedness Activity Book" is designed to teach young children and their families about how to stay safe during disasters and emergencies. The book follows Pedro around the United States and offers safety advice through crosswords, coloring pages, matching games, and more. Additional information, including an ordering form, is available at Ready - Prepare with Pedro.
- The Ready 2 Help card game is a fun way for kids to learn how to respond to emergencies by working with friends and using skills that will help in a real emergency. Ready 2 Help teaches five simple steps to stay safe and make a difference until help arrives:
  - Stay Safe
  - Stay Calm
  - Get Help
  - Give Info
  - Give Care

  Ready 2 Help is designed for children ages 8 and up. Additional information, including an ordering form, is available at Ready 2 Help.

Planning

Planning spans all five mission areas of the Goal and provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness. EMPG Program funds may be used to develop or enhance emergency management planning activities. Some examples include:

Emergency Operations Plan

- Maintaining a current EOP that is aligned with guidelines set out in Comprehensive Preparedness Guide (CPG) 101: Developing and Maintaining Emergency Operations Plans
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

Communications Plans

- Developing and updating Statewide Communication Interoperability Plans

- Developing and updating Tactical Interoperability Communications Plans

Administrative Plans

- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community Engagement/Planning

- Developing or enhancing mutual aid agreements/compacts, including required membership in EMAC
- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other Non-Governmental Organization (NGO) resources and participation
- Integrating program design and delivery practices that ensure representation and services for under-represented, diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or other access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

Resource Management Planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans

Shelter and Evacuation Planning

- Developing/enhancing sheltering and evacuation plans, including plans for alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations, and re-entry

Recovery Planning

- Disaster housing planning, such as creating/supporting a state disaster housing task force and developing/enhancing state disaster housing plans
- Pre-event response, recovery, and mitigation plans in coordination with state, local, and tribal governments
- Developing/enhancing other response and recovery plans
  Developing recovery plans and preparedness programs consistent with the principles and guidance in the National Disaster Recovery Framework (NDRF) that will provide the foundation for recovery programs and whole community partnerships. Preparedness and pre-disaster planning were given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see National Disaster Recovery Framework.

Continuity Planning

Continuity planning and operations are an inherent element of each core capability. Continuity operations increase resilience and the probability that organizations can perform essential functions. FEMA develops and promulgates Federal Continuity Directives (FCDs) to establish continuity program and planning requirements for executive departments and agencies and Continuity Guidance Circulars (CGCs) for SLTT governments, non-governmental organizations, and private sector critical infrastructure owners and operators. This direction and guidance assist in developing capabilities for continuing the essential functions of federal, state, local, tribal, territorial governmental entities as well as the public/private critical infrastructure owners, operators, and regulators enabling them.
Presidential Policy 40, FCD 1, FCD 2, CGC 1, and CGC 2 outline the overarching continuity requirements and guidance for organizations and provide guidance, methodology, and checklists. For additional information on continuity programs, guidance, directives, and available technical assistance, visit

Continuity Resources and Technical Assistance and National Continuity Programs.

Allowable continuity planning activities include the development of the following:

- Continuity of operations and Continuity of Government planning products for the continuance of essential functions and associated leadership;
- Risk-based needs assessments based on the THIRA to inform risk mitigation efforts to ensure the continuity of essential functions and associated leadership; and
- Public and private sector outreach and messaging regarding continuity resilience benefits and strategies.

Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, Pub. L. No. 93-288, as amended, (42 U.S.C. §§ 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management, including hazard mitigation staffing of the State Hazard Mitigation Officer position; staffing CERT and Citizen Corps positions at the state and local levels to promote whole community engagement in all phases of emergency management; performing closeout activities on FEMA disaster assistance grants; staffing permanent technical advisors on children's needs at the state, local, tribal, and territorial levels; and supporting fusion center analysts who are directly involved in all-hazards preparedness activities as defined by the Stafford Act. Proposed staffing activities should be linked to accomplishing the activities outlined in the EMPG Program Work Plan. Recipients are encouraged to fund at least one dedicated Planner, Training Officer, and Exercise Officer. Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable EMPG Program costs and must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Federal (and Mutual Aid) Emergency Response Official (F/ERO) Credentialing and Validation

The following costs related to F/ERO credentialing and validation are allowable under the EMPG Program:

- Working group meetings and conferences relating to emergency responder credentialing and validation;
- Compiling data to enter into an emergency responder repository;
- Coordinating with other state, local, territorial, and tribal partners to ensure interoperability among existing and planned credentialing and validation systems and equipment; and
- Planning to incorporate emergency responder identity and credential validation into training and exercises.

Equipment

Allowable equipment categories for the EMPG Program are listed in the Authorized Equipment List (AEL). Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)

- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general-purpose vehicles may be procured in order to carry out the responsibilities of the EMPG Program.

If recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Regional EMPG Program Manager for clarification. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316. Also see 2 C.F.R. §§ 200.216, 200.471, and FEMA Policy #405-143-1, or successor policy, regarding prohibitions on covered telecommunications equipment or services.

Recipients using EMPG Program funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. This SAFECOM Guidance can be found at CISA Funding Resources.

In general, with exception of critical emergency supplies and the associated inventory management plan, equipment included in the AEL may be purchased without separate approval from FEMA. However, as with all grant-funded activities, the equipment purchase must be well justified and reasonable. Furthermore, the purchase must be supported by the approved Work Plan. If the equipment is not clearly supported by the approved Work Plan, the recipient must seek advance approval from the applicable FEMA Regional Grant Program Office prior to purchasing the equipment, and an updated Work Plan may be required.

FEMA will consider requests to purchase equipment that is not listed in the AEL on a case-by-case basis. Such requests should be submitted in writing to the applicable FEMA Regional Grant Program Office. FEMA's review and approval of such requests will involve both the FEMA regional office and headquarters program staff to ensure nationwide consistency in the decision-making process and to support any necessary updates to the AEL.

Requirements for Small Unmanned Aircraft Systems

All requests to purchase Small Unmanned Aircraft System (sUAS) must comply with IB 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the sUAS equipment. Additional information and requirements applicable to sUAS purchases can be found in the AEL at 03OE-07-SUAS.

Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)

In August 2020, FEMA alerted of an advisory guidance document issued by DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: Advisory on the Application of Federal Laws to the Acquisition and USe of Technology to Detect and Mitigate UAS. The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS). The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially

available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate. It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: Interagency Issues Advisory on Use of Technology to Detect and Mitigate UAS.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under the EMPG Program. FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Training

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, multi-year IPP developed through an annual IPPW and build from training gaps identified in the THIRA/SPR process. Further guidance concerning the IPP and the IPPW can be found at Preparedness Toolkit Program Management Templates. Training should:

- Foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level;
- Strengthen best practices; and
- Provide a path toward building sustainable resilience.

Allowable training-related costs include the following:

- **Funds Used to Develop, Deliver, and Evaluate Training:** Includes costs related to administering training, such as planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or other access and functional needs, should be identified in the multi-year IPP and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses, states are encouraged to apply the Analyze, Design, Develop, Implement, and Evaluate (ADDIE) model for instruction design. More information is available at First Responder Training and Education Division.
- **Overtime and Backfill:** Overtime costs, including payments related to backfilling personnel, that are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government *and* from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel:** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training. International travel is not an allowable cost under this program unless approved in advance by FEMA.

- **Hiring of Full- or Part-Time Staff or Contractors/Consultants:** Full- or part-time staff or contractors/consultants may be hired to support direct training-related activities. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors:** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers.

Additional types of allowable training or training-related activities include, but are not limited to:

- Developing/enhancing systems to monitor training programs
- Conducting all-hazards emergency management training
- Attending EMI training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, territorial and tribal levels

Exercises

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct and Evaluate Preparedness Exercises:** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities whenever available prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise, including those for children and individuals with disabilities or other access and functional needs, should be included in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full- or Part-Time Staff or Contractors/Consultants**: Full- or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct, and evaluation of exercises. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327.
- **Overtime and Backfill:** The entire amount of overtime costs, including payments related to backfilling personnel, that are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. Dual compensation is never allowable, meaning, in other words, that an employee of a unit of government may not receive compensation from their unit or agency of government *and* from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though their work may benefit both entities.
- **Travel:** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

- **Supplies:** Supplies are items that are expended or consumed while planning and conducting the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **HSEEP Implementation:** This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- **Other Items:** These costs are limited to items consumed in direct support of exercise activities, such as space/locations rentals for planning and conducting an exercise, equipment rentals (e.g., portable toilets, tents), food/refreshments, and the procurement of other essential nondurable goods. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and nondurable goods purchased for installation and/or use beyond the scope of exercise conduct

Construction and Renovation

Construction and renovation projects for a state, local, tribal, or territorial government's principal Emergency Operations Center (EOC), as defined by the SAA are allowable under the EMPG Program. FEMA must provide written approval prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG Program Grants.gov posting) to their Regional EMPG Program Manager for review. Additionally, recipients are required to submit a SF-424C Form, SF-424D Form, and Budget detail citing the project costs.

The above examples are not intended to exclude other construction projects as potentially allowable costs. For example, construction of a facility for the storage and distribution of critical emergency supplies and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, as described below in the guidance regarding advance written approval.

Advance Approval Requirement

Recipients must receive advance written approval from FEMA prior to the use of any annual EMPG Program funds for construction or renovation, including such activities at the subrecipient level. Such costs would need to fall within the scope of the recipient's final approved Work Plan, otherwise an updated Work Plan may be required. Such requests should be submitted in writing to the applicable FEMA Regional Grant Program Office. FEMA's review and approval will involve both the regional office and the FEMA Grant Programs Directorate.

Real Property Use and Disposition Requirements

Real property improved under a federal award falls under the 2 C.F.R. Part 200 guidance for real property. In accordance with 2 C.F.R. § 200.311, a recipient or subrecipient may only use real property acquired or improved under a federal award for the originally authorized purpose, as long as it is needed for that purpose, during which time the recipient or subrecipient must not dispose of or encumber its title or other interests. However, upon the end of that period where it needs the property for the originally authorized purpose (i.e., the functional use of the property for which FEMA awarded the grant), the recipient or

subrecipient will then dispose of the property in keeping with the requirements set forth in 2 C.F.R. § 200.311.

When a grant-funded property is no longer needed for the originally authorized purpose, the recipient or subrecipient (through the pass-through entity) must obtain disposition instructions from the cognizant FEMA Regional Administrator or the pass-through entity. For additional information on this, see Information Bulletin 458a, Clarifying Guidance for the Annual Emergency Management Performance Grant (EMPG) and the FY 2020 COVID-19 EMPG Supplemental (EMPG-S) Programs.

Construction of Communication Towers

When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 review process has been completed and submit all documentation resulting from that review to FEMA prior to submitting materials for EHP review. Recipients and subrecipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the recipient believes an Environmental Assessment may be needed, as defined in DHS Instruction Manual 023-01-001-01, Rev 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the Regional EMPG Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

Davis-Bacon Act Compliance

EMPG Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* and subsequent legislation (40 U.S.C. §§ 3141 *et seq*.). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor wage determinations, is available at Davis-Bacon and Related Acts.

Accessibility Compliance

EMPG Program recipients using funds to build or alter buildings must comply with accessibility requirements under the *Rehabilitation Act of 1973 and Architectural Barriers Act of 1968 (ABA)*, as well as the Americans with Disabilities Act (ADA), if applicable, to ensure individuals with disabilities have access to such buildings. Accessibility standards under the ABA and ADA are highly similar. Additional information regarding compliance with the *Architectural Barriers Act* is available at Guide to the ABA.

Acquisition of Real Property

Acquisition of real property is permissible if such property is needed to support other allowable program costs or activities. For additional information on this, see Information Bulletin 458a, Clarifying Guidance for the Annual Emergency Management Performance Grant (EMPG) and the FY 2020 COVID-19 EMPG Supplemental (EMPG-S) Programs.

Advance Approval Requirement

Consistent with the requirements outlined above regarding construction activities, recipients and subrecipients (through the pass-through entity) must obtain advance written approval from the cognizant FEMA Regional Administrator prior to obligating annual EMPG Program funds for acquisition of real property. Additionally, in cases of acquisition or improving real property, recipients are required to submit a

SF-429-B, Real Property Status Report, Attachment B providing details of the relevant property to be acquired.

Property Use, Reporting, and Disposition Requirements

The acquisition, use, and disposition of real property shall be subject to the provisions of 2 C.F.R. Part 200. In accordance with 2 C.F.R. Part 200, recipients and subrecipients are required to report on the status of the acquired property on an annual basis using SF-429-A Real Property Status Report, Attachment A (General Reporting). Such reporting shall continue as long as the property is being used for the originally authorized purpose.

The same use and disposition guidance as outlined in Sections III.D.3 above applies to real property acquired with annual EMPG Program funds. For additional information on this, see Information Bulletin 458a, Clarifying Guidance for the Annual Emergency Management Performance Grant (EMPG) and the FY 2020 COVID-19 EMPG Supplemental (EMPG-S) Programs.

Leasing of Real Property

Leasing of real property is permissible if the property is needed to support other allowable annual EMPG Program activities.

Advance Approval Requirement

Recipients and subrecipients (through the pass-through entity) must obtain advance written approval from the cognizant FEMA Regional Administrator prior to obligating annual EMPG Program funds for the leasing of real property.

Allowable Period of Lease Expenses

In cases where a property will be leased and the lease will be paid in full or in part using annual EMPG Program, any costs associated with the lease that are charged to an annual EMPG Program award must occur within the period of performance of the associated award(s). Real property lease costs must also comply with 2 C.F.R. Part 200.

Maintenance and Sustainment

Use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats and hazards that pose the greatest risk to the security of the Nation. To assist recipients in meeting this objective, the policy set forth in IB 379: Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding allows for the expansion of eligible maintenance and sustainment costs, which must be:

1) In direct support of existing capabilities;
2) An otherwise allowable expenditure under the applicable grant program;
3) Tied to one of the core capabilities in the five mission areas contained within the Goal, and;
4) Shareable through the EMAC.

Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than FEMA preparedness grant program dollars.

Unallowable Costs

Grant funds may not be used for the following:

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed
- Expenditures for weapons systems and ammunition
- Costs associated with hiring, equipping, training, etc. sworn public safety officers whose **primary** job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties
- Costs that supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG Program

Recipients should consult with their Regional EMPG Program Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Manual and the EMPG Program NOFO.

EMPG Program Work Plan

Submission of an EMPG Program Work Plan is mandatory. It is a required component of the EMPG Program application. The Work Plan outlines the state's emergency management sustainment and enhancement efforts, including new and ongoing activities and projects, that are driven by identified preparedness priorities and proposed for the EMPG Program period of performance. An FY 2022 EMPG Program Work Plan Template (available on the Grants.gov EMPG Program application page and on the FEMA.gov website at EMPG) is provided to facilitate the work plan development process. The submitted Work Plan must address all the data and information requirements included in the FY 2022 EMPG Program Work Plan Template and in the supplemental guidance included in this section. Therefore, EMPG Program applicants are strongly encouraged to use the provided FY 2022 EMPG Program Work Plan Template.

Prior to submission of the EMPG Program Work Plan, the applicant must work with the Regional Administrator or designated Regional EMPG Program Manager to identify three to five priority areas which will serve as the focus for EMPG Program-funded investments. The priorities must be mutually agreed to by the applicant and Regional Administrator and should be driven by the THIRA/SPR process – specifically, the outputs from the THIRA/SPR process – and other relevant information sources such as AARs, audit and monitoring findings, Hazard Mitigation Plans and other deliberate planning products. Priorities should also reflect those included in each recipient's IPP so that recipients are focusing all investments, projects, and other resources on a common set of priorities. As they select priorities, applicants should consider which capability gaps would be most operationally consequential, must be closed most urgently, and could be meaningfully addressed within the period of performance. Applicants should refer to the EMPG Program NOFO for further guidance on the priority identification process.

Applicants must set at least one performance goal for each RA agreed-upon priority area that achieves a specific outcome. Each goal must be specific, measurable, and achievable within the period of performance, relevant to the priority area, and have a target date for completion. Applicants must describe how achieving each goal or objective will impact the priority area it supports by the end of the period of performance. Each goal must include an estimate quantifying the extent to which the supporting investments will close capability gaps (e.g., "Increase the percentage of people who can find and secure long-term housing by 10% within 1 year of an incident"). The FY 2022 EMPG Program Work Plan Template includes instructions and examples to help guide this process so that recipients can develop goals that focus on achieving specific outcomes.

The Regional Administrator or designated Regional EMPG Program Manager will ensure that the mutually agreed priorities are fully addressed in the EMPG Program Work Plan. In addition, the EMPG Program Regional Administrator must approve final Work Plans before states may draw down EMPG Program funds. Grant funds will be released upon approval of the state's final Work Plan.

Following Work Plan approval, regional EMPG Program Managers will work closely with recipients to monitor progress toward goals and activities in the Work Plans during the performance period and may request further documentation from the recipients to clarify the projected Work Plan. Further, in accordance with 2 C.F.R. §200.308 – *Revision of budget and program plans*, any changes to the approved Work Plan – including changes in project scope and budget changes within any direct cost category exceeding 10 percent of the total award amount – will require advance approval from the Regional Administrator or designated Regional EMPG Program Manager.

EMPG Program Work Plan Instructions

The FY 2022 EMPG Program Work Plan Template has been updated to support the collection of objective information and quantitative data that will allow FEMA to measure program effectiveness and investment impacts more effectively. This also enables compliance with 2 C.F.R. § 200.301, which requires federal awarding agencies to measure recipient performance to show achievement of program goals and objectives, share lessons learned, improve program outcomes, and foster adoption of promising practices. To this end, the FY 2022 EMPG Program guidance in the NOFO and Work Plan requires recipients to link EMPG Program-funded investments to THIRA/SPR results and other relevant materials that inform capability priorities and needs and to include specific performance measures that will allow FEMA to measure the impact of those investments based on the core capabilities that are addressed.

The FY 2022 EMPG Program Work Plan Template largely complements the THIRA/SPR process outlined in the Comprehensive Preparedness Guide (CPG) 201, Third Edition (CPG 201, v3). As noted in CPG 201, v3, a coordinated approach to track investments, and understand the return on investments, can help improve the effectiveness of those investments. Tracking how EMPG Program-funded investments result in specific, quantitative changes in capabilities can help guide communities' strategic planning considerations and inform resource allocation decisions that will maximize effectiveness in building or sustaining capabilities. Therefore, applicants are encouraged to refer to CPG 201, v3, along with their most recent THIRA and SPR, when developing their EMPG Program Work Plan.

The FY 2022 EMPG Program Work Plan Template consists of the following tabs: Definitions and Guidance, Quick Links, Grant Investment Strategy, Grant Activities Outline, Detailed Budget – Excluding M&A, Budget Narrative – Excluding M&A, Detailed Budget – M&A Only, Budget Narrative – M&A Only, EMPG Program Summary, Implementation Schedule, Training Data Table, and Exercise Data Table. As explained above, the focus of the FY 2022 EMPG Program Work Plan Template is on improving data collection to better enable measurement of grant outcomes. Therefore, the narrative content is minimized and many of the cells include dropdowns for selecting applicable data. This approach also helps to simplify the Work Plan development process.

Instructions for each Work Plan section are provided below. Additional guidance and instructions are provided in the FY 2022 EMPG Program Work Plan Template.

Definitions and Guidance

The Definitions and Guidance tab collects applicant information and provides instructions for completing each subsequent tab.

Quick Links

The Quick Links Tab uses the link functionality in Excel to allow users to navigate throughout the template quickly and minimize the need to scroll through projects and implementation schedules.

Grant Investment Strategy

The intent of the Grant Investment Strategy tab of the FY 2022 EMPG Program Work Plan Template is to provide an overview of the state/territory's preparedness investment strategy. It should serve as the foundation for completing the remainder of the Work Plan. It includes separate sections to explain the following:

- The performance goals associated with each priority area
- The most recent THIRA/SPR results

- Significant risks and capability gaps that currently exist
- Resulting preparedness priorities
- The anticipated impact of the proposed EMPG Program-funded investments

For the Performance Goals section, the applicant should identify the three to five priorities that were mutually agreed to and approved between the Regional Administrator and the state/territory. These goals serve as the focus for the EMPG Program-funded investments. The reference materials used to identify the priorities should be cited and their relevance explained in this section.

At least one performance goal should be identified for each priority area. Each goal must be specific, measurable, achievable within the period of performance, relevant to the priority area, and have a target date for completion (i.e., SMART goal). It should describe how achieving each goal will impact the priority area it supports by the end of the period of performance.

Grant Activities Outline

The Grant Activities Outline is used to capture the proposed EMPG Program-funded projects and link them to the identified priorities, performance goals, and gaps or needs. Coupled with the Implementation Schedule, the Grant Activities Outline supports identification and tracking of EMPG Program-funded project outcomes, which will enable better understanding of the impacts of those investments relative to the performance goals and the associated core capabilities. Applicants can also designate whether a project addresses equity considerations and/or climate change impacts. Examples of allowable activities and associated core capabilities for projects that address the FY 2022 EMPG Program national priorities of equity, climate resilience, and readiness can be found in the FY 2022 EMPG Program NOFO.

The Grant Activities Outline includes sections that allow the applicant to identify the performance goals that are supported by each project and the milestones that are critical to accomplishing each goal. Additional guidance on performance goals and milestones, including specific examples of each, are provided below.

The Grant Activities Outline also requires the applicant to explain the objective and anticipated impact of each project relative to the associated priorities, performance goals, and related core capabilities:

- The "Project Objective" should explain what the project will accomplish; specifically, how the project will address the identified gap or need and how it supports one or more of the identified performance goals.
- The "Anticipated Project Impact" should explain the expected project outcome relative to the associated priorities and performance goals.
    - The impact statement should include a quantitative estimate of the degree to which the project will contribute to achieving the identified performance goal (see hierarchy example below).

Effective completion of the Grant Activities Outline requires an understanding of the established planning hierarchy. Priorities are at the top of the hierarchy, followed by performance goals that define a clear outcome or end-state and provide the basis for addressing each priority. Project proposals should be identified based on the performance goals. High priority capability gaps or needs identified through the THIRA/SPR process, particularly SPR Step 2, and other assessments are also used to inform project selection and to identify specific project objectives. Project objectives, and accompanying impact statements, should complement the performance goals by including similar outcome-focused metrics, as explained above. Lastly, identifying the specific project activities are the last step in the process of completing the GAO. Project activities are key components and/or milestones that are critical to successful completion of the project.

An example of this planning hierarchy for completing the GAO is provided below:

- **Priority**: Logistics and Supply Chain Management
  - **Performance Goal**: Within 24 hours of an incident, identify and mobilize life-sustaining commodities, resources, and services to 10,000 people requiring shelter and 100,000 people requiring food and water. Maintain distribution system for at least 30 days.
    - **Project**: Update State Logistics and Distribution Management Plan and qualify 40 additional personnel for logistics operations in NQS.
      - **Project Objective/Impact**: Increase capacity to identify and mobilize life-sustaining commodities, resources, and services to people requiring shelter, food, and water by 50%, allowing the state to do so for 7,500 people requiring shelter and 75,000 requiring food and water within 24 hours of an incident and maintain that distribution system for at least 30 days.
        - **Activity**: Convene cross-discipline working group meeting on May 30, 2022, to review current State Logistics and Distribution Management Plan

All EMPG Program-funded investments must be accounted for in the Grant Activities Outline. However, recognizing that some sustainment activities, such as funding of emergency manager salaries, may not align to a specific priority or performance goal, applicants are not required to identify priorities and performance goals for such investments. However, all other portions of the Grant Activities Outline must be completed as a means to justify the applicable sustainment costs.

In cases where emergency management personnel are not assigned to support specific projects included in the Work Plan, the applicant may choose to create a single project (e.g., Emergency Management Personnel Project) to encompass the majority of the EMPG Program-funded salaries and fringe benefits costs. This single project would be populated on the Grant Activities Outline and include the associated activities, priorities, goals, anticipated outcomes, milestones, etc. for the applicable EMPG Program-funded emergency management staff, including staff supporting the M&A activities.

The various elements of the Grant Activities Outline tab are outlined below, along with basic instructions for completing the required entries. Supplemental guidance and instructions are included in the FY 2022 EMPG Program Work Plan Template.

- **Project Name:** Provide a descriptive name for each planned project. Examples include "Development of Emergency Function Annexes," "Development of Earthquake Scenario Loss Estimations," "Implementation of Statewide Interoperability Plan," "NIMS Training for Emergency Management Personnel," "Development of Emergency Preparedness Plan for Individuals with Disabilities," etc.
- **Brief Project Description:** Provide further details on the project, particularly where the project name does not sufficiently describe the project.
- **Gap or Need Addressed:** Briefly describe the specific gap or need addressed by the project.
- **Reference for Identified Gap or Need:** Select the documentation used to identify the cited gap or need from the drop-down menu.
- **Project Objective:** Explain how the project addresses the identified gap or need, and how it supports the identified priorities and performance goals.
- **Anticipated Project Impact:** Explain the expected project outcome relative to the associated priorities and performance goals.
- **Build or Sustain:** Select whether the project will build or maintain/sustain the identified core capability(ies).
- **Equity:** Select whether the project will address equity considerations.

- **Climate Change:** Select whether the project will address the impacts of climate change.
- **EMPG Program National Priority Area:** Select the applicable National Priority Area from the drop-down menu.
- **Regional Administrator (RA) Agreed Upon Priority Area:** Select from a drop-down list of the 32 core capabilities and other priorities identified in the latest version of the National Preparedness Report. If the priority is not included in the drop-down list, enter "other" for Primary, Secondary and/or Tertiary, and then enter the priority in the adjacent cell.
- **POETE Category:** Select whether the project relates to Planning, Organization, Equipment, Training, or Exercises. Multiple POETE categories can be selected to accommodate projects that span multiple categories. For example, building capability often involves a combination of planning, training, and exercise activities. Space is provided to populate the Primary, Secondary and Tertiary POETE category.
- **Emergency Management Accreditation Program (EMAP) Standard Element:** This field is optional. It is made available to those states/territories that are EMAP certified and want to continue tracking their investments by EMAP Standard Elements. Select the appropriate EMAP Standard Elements from the drop-down menu, if applicable.
- **Mission Area:** Select the appropriate preparedness mission area supported by the project: Prevention, Protection, Mitigation, Response, or Recovery. Multiple mission areas can be selected to accommodate projects such as plans and exercises that involve multiple mission areas, and space is provided to populate the Primary, Secondary and Tertiary Mission Areas.
- **Core Capabilities:** Select up to five core capabilities supported by the project. Indicate whether the Core Capability has a target with a gap rated as high priority.
- **Performance Goals:** Select the performance goal(s) from the drop-down menu. The drop-down menu will consist of the performance goals as entered in the Grant Investment Strategy.
- **Current Capability Metrics:** Identify capability metrics prior to the project implementation.
- **Milestones:** Identify key project activities and other deliverables or outputs that are critical to accomplishing the identified performance goal and can be tracked to demonstrate progress toward achieving the performance goal.

Detailed Budget – Excluding M&A

The Detailed Budget – Excluding M&A tab enables a full accounting of all project activity costs, excluding M&A costs. This tab contains an itemization of non-M&A costs related to personnel, fringe benefits, travel, equipment, supplies, contractual services, construction, other, and indirect costs. For personnel and fringe benefits, the position title and percentage of time or fringe allocated to the EMPG Program grant is required. Each line item is assigned to its relevant project, allowing the information in mission areas, core capabilities, priorities, EMAP, and POETE categories to populate accordingly. This enables a breakdown of the full EMPG Program budget into various categories: Mission Area, Core Capabilities, National Priority Area, RA Agreed Upon Priority, EMAP Standard Elements, and POETE Category. The cells for each of these categories are automatically populated based on the project number as identified in the Grant Activities Outline.

Budget Narrative – Excluding M&A

The purpose of the Budget Narrative – Excluding M&A tab is to 1) justify the need for each line item and the cost estimates; 2) explain how costs relate to the programmatic goals of the project(s); and 3) supplement other budget information provided on the Detailed Budget – Excluding M&A tab. This tab will include a narrative for each cost category of the budget. **For the Cost Share, applicants must include a detailed description of the source of the match/cost share.** If funds or services are to be provided by a third party for in-kind match, a dated letter of commitment is required to document the donation. If the M&A Detailed Budget tab includes Indirect Costs, an approved Indirect Cost Rate

Agreement signed by the recipient agency and the cognizant agency for the recipient, or a copy of the proposal to the cognizant federal or state agency for an indirect cost rate, must be included in the submission of the Work Plan for application purposes. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the Grants Management Specialist for further instructions.

Detailed Budget – M&A Only

This Detailed Budget – M&A Only tab enables a full accounting of all project activity costs as they relate specifically to M&A costs. This tab contains an itemization of **only** M&A costs related to personnel, fringe benefits, travel, equipment, supplies, contractual services, construction, and other direct costs. **For personnel and fringe benefits, the position title and percentage of time or fringe allocated to the EMPG Program grant is required.** Each line item is assigned to its relevant project, allowing the information in mission areas, core capabilities, priorities, EMAP, and POETE categories to populate accordingly. This enables a breakdown of the full EMPG Program budget into various categories, including the following: Mission Area, Core Capabilities, National Priority Area, RA Agreed Upon Priority, EMAP Standard Elements, and POETE Category. The cells for each of these categories are automatically populated based on the project number as identified in the Grant Activities Outline.

Budget Narrative – M&A Only

The purpose of the Budget Narrative – M&A Only tab is to: 1) justify the need for each line item and the cost estimates; 2) explain how costs relate to the programmatic goals of the project(s); and 3) supplement other budget information provided on the Detailed Budget– M&A Only tab. For the Cost Share, applicants must include a detailed description of the source of the cost share/matching funds. If funds or services are to be provided by a third party for in-kind match, a dated letter of commitment is required to document the donation. This tab will include a narrative for each cost category of the budget.

Information for the Detailed Budget and Budget Narrative

This section of the Work Plan is a detailed description of the budget found in the SF-424A and must include a detailed discussion of how EMPG Program funds will be used. Applicants must **itemize** costs related to personnel, fringe benefits, travel, equipment, supplies, contractual costs, other direct costs, indirect costs, and total costs.

Applicants should use the following instructions and budget cost category descriptions to complete the Budget Detail section of the Work Plan.

Personnel: List each position with a brief description of the duties and responsibilities (no personnel names), as well as the salary computation for staff. If a Cost-of-Living Adjustment increase and/or merit pay increase in salary will be provided for the position, include those costs in calculations for personnel and the associated fringe benefits on the applicable Detailed Budget and the Budget Narrative.

Fringe Benefits: List the computation for fringe benefits for each of the personnel listed in the budget worksheet. Estimated rates for fringe are allowable but provide the basis for that estimation in the budget narrative (e.g., average percent fringe paid for most employees within the agency). If not using an estimate, list fringe benefit and the associated costs for each employee that will be paid by EMPG Program funding (e.g., Social Security/FICA, Unemployment Compensation, Medicare, Retirement, Health Insurance, Life Insurance, etc.). Also, in cases where fringe benefits costs are included in an indirect cost rate agreement, the fringe benefits cannot also be charged as a direct cost for reimbursement.

Travel: Specify the mileage, per diem, estimated number of trips in-state and out-of-state, number of travelers, and other costs for each type of travel for staff. Travel may be integral to the purpose of the proposed project (e.g., management, monitoring and/or oversight of grant award and/or subrecipients) or related to propose project activities (e.g., attendance at training or meetings related to management of the EMPG Program award). Travel costs identified in this section are for employees of the applicant/recipient only. For travel costs related to staff training, include as many details as possible about each proposed training cost, including the name of the training course(s), training provider, personnel who will attend the training, proposed dates (estimates are accepted), etc. Travel category costs do not include 1) costs for travel of consultants, contractors, consortia members, or other partner organizations, which are included in the "Contractual" category; or 2) travel costs for employees of subrecipient agencies (those should be included in the Contractual category, if applicable).

Equipment: List each equipment item for EMPG Program purposes only by Line Item Name and in the same order as listed on the Detailed Budget. Include a brief description of each equipment item (no brand names); per unit cost, quantity and total cost; location of equipment (if other than the direct recipient agency); and how the equipment will be utilized. Equipment is defined in 2 C.F.R. § 200.1.

Supplies: Include all tangible personal property other than those described in the definition of "equipment" as defined by 2 C.F.R. § 200.1. Supplies are also defined in 2 C.F.R. § 200.1. The budget detail should identify categories of supplies to be procured for EMPG Program purposes only (e.g., printing supplies, office supplies, etc.) and the calculation of those costs (e.g., based on monthly rates or based on an average of previous years' similar costs). Non-tangible goods and services associated with supplies, such as printing service, photocopy services, and rental costs should be included in the "Other" category. Provide the basis for calculation of supplies including the Line Item Name and list supplies in the Budget Narrative in the same order as listed on the Detailed Budget. Subrecipient M&A and non-M&A costs should be included in the "Other" category.

Contractual: Identify each proposed contract related to EMPG Program purposes only and specify its purpose and estimated cost. Contractual/consultant services are those services to be carried out by an individual or organization (do not include company or individual names in budget narrative), other than the applicant, in the form of a procurement relationship. Leased or rented goods (equipment or supplies) for EMPG Program purposes should be included in the "Other" category. The applicant should list the proposed contract activities along with a brief description of the scope of EMPG Program work or services to be provided and proposed duration. Include the basis for the calculation of contractual services costs (e.g., contractor training instructor speaking fee, contractor travel costs and contractor instructional materials).

Other: This category should include only those types of direct costs that do not fit in any of the other budget categories and are related to EMPG Program purposes only. Include a description of each cost by Line-Item Name and in the same order as listed on the applicable Detailed Budget. Include the basis for calculation of the costs. Examples of costs for EMPG Program purposes that may be in this category include the following: insurance, rental/lease of equipment or supplies, equipment service or maintenance contracts, printing or photocopying rental, etc. Subrecipient M&A and non-M&A costs from their subawards (e.g., subgrants) are a distinct type of cost under this category. The term "subaward" means an award of financial assistance (money or property) by any legal agreement made by the recipient to an eligible subrecipient. This term does not include procurement purchases, technical assistance in the form of services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Subcontracts are not subawards and belong in the contractual category. Applicants must provide the aggregate amount they propose to issue as subaward work and a description of the types of M&A and non-M&A activities to be supported.

Construction: Include construction costs, including renovation projects for a state or territorial government's principal EOC. Include a description of the types of construction or renovation services proposed and the calculation of these costs (no company or individual names). Subrecipient construction costs should be included in the Other category. M&A funding cannot be used for construction or renovation costs.

Indirect Costs: If indirect charges are budgeted, indicate the approved rate and base (the cost categories for which this indirect cost percentage rate will be applied.) Indirect costs are those incurred by the recipient for a common or joint purpose that benefit more than one cost objective or project, and are not readily assignable to specific cost objectives or projects as a direct cost. In order for indirect costs to be allowable, the applicant must have a federal or state negotiated indirect cost rate (e.g., fixed, predetermined, final or provisional), or must have submitted a proposal to the cognizant federal or state agency. An approved Indirect Cost Rate Agreement signed by the recipient agency and the cognizant agency for the recipient, or a copy of the proposal to the cognizant federal or state agency for an indirect cost rate, must be included in the submission of the Work Plan Template for application purposes. Examples of Indirect Cost Rate calculations are shown below:

1. Personnel (Indirect Rate x Personnel = Indirect Costs)
2. Personnel and Fringe (Indirect Rate x Personnel & Fringe = Indirect Costs)
3. Total Direct Costs (Indirect Rate x Total Direct Costs = Indirect Costs)

Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FEMA Grants Management Specialist for further instructions. Per 2 C.F.R. Part 200, Appendix VII, paragraph D.1.b, state and local governments are not permitted to use the de minimus rate without seeking and receiving FEMA's approval of a case-by-case exception. Applicants who wish to request the case-by-case exception should reach out to their FEMA Grants Management Specialist for further instructions.

Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon the de minimis rate or cost allocation plan, as applicable.

EMPG Program Summary

This tab includes summary information for the award as entered in the budget tabs and the Grant Activity Outline. The overall budget summary will include the total award amount, federal amount, non-federal amount (cost share), and M&A amount, along with the calculated percentage of each. The additional budget summary tables will calculate the amount allocated for federal funds, non-federal funds (cost share) and total project costs for each cost category. There is also a budget summary table with similar information for each primary mission area and core capability.

The EMPG Program Summary tab also provides users with an overview of their progress in the FY 2022 EMPG Program Performance Metrics. The metrics are automatically populated from the calculations of information provided in the Grant Activities Outline. These metrics aim to provide the count, percentage, and associated dollar amount affiliated with the following performance metrics: 1) Capability-building Projects for Alignment to Capability Gaps in SPR; 2) Funding Spent on Capability-building Projects Aligned to Capability Gaps in SPR; 3) Building Capabilities for High Priority Targets; 4) Regional and National Priority Area Alignment; and 5) Plans-Training-Exercise Alignment. The EMPG Program Summary Tab further provides a count of all projects that address equity considerations and climate change impacts.

Implementation Schedule

The Implementation Schedule includes the basic elements of a project management plan. It is used to capture key project activities to include both EMPG Program-funded activities that are critical to accomplishing the project objectives as identified in the Grant Activities Outline, as well as tasks that are essential to effective project management. Thus, this product can be used as a basic project management tool to plan and track the progress of key project activities and associated tasks. Key project activities should generally correlate with the "Milestones" identified for each project included in the Grant Activities Outline.

The Implementation Schedule enables the applicant to identify key project activities by year/quarter, the associated tasks, timelines, status reports, and challenges or risks that may affect successful completion of the activity as planned. It also allows for the tracking of project progress by including estimated and actual completion dates for each activity and the ability to enter quarterly accomplishments relating to the activity. This functionality allows for quarterly reporting of project progress, in accordance with the programmatic requirements of the EMPG Program. Also, data from the Implementation Schedule should be completed and submitted to FEMA as a component of quarterly reporting on grant activities.

The Implementation Schedule further allows the applicant to explain how their project addresses equity considerations. Possible examples include: 1) conducting vulnerability assessments to identify and fully understand the vulnerabilities and needs of underserved communities relating to emergency preparedness; and, 2) updating emergency operations plans to ensure the needs of underserved communities are adequately addressed.

The Implementation Schedule also provides the applicant with the ability to explain how their project addresses the impacts of climate change.

Training Data Table

To facilitate consistent data reporting and performance measures collection, the FY 2022 EMPG Program Work Plan Template includes a Training Data Table. This table should reflect training activities outlined in the multi-year IPP and completion of required EMPG Program training courses. The data requirements are defined in the section below. Applicants/recipients are not required to report EMPG Program-funded personnel costs associated with training. Training related to the NQS is not reported on the Training Data Table. Also, data from the Training Data Table should be completed and submitted to FEMA as a component of quarterly reporting on grant activities. Upon entering the project name or number in the template, the cells located to the right of the main Training Data Table will auto-populate the associated priority, mission area, capabilities, and functional areas based on the project data included in the Grant Activities Outline.

Training Data Table Template

Project Number	Project Name	Name of Training	Scheduled Date	Date Training was Conducted/ Completed	EMPG Program Required Training? (Y/N)	Number of Personnel Trained	NIMS Training Course Number (if applicable)	Training Identified in IPP (Y/N)

Training Data Table Definitions

- Column 1 – Project Number from the Grant Activities Outline
- Column 2 – Project Name from the Grant Activities Outline

- Column 3 – Name of training course
- Column 4 – Scheduled date of training course
- Column 5 – Date training was conducted or completed
- Column 6 – Is the training course required by the EMPG Program?
- Column 7 – Number of personnel trained
- Column 8 – NIMS Training Course Number (if applicable)
- Column 9 – Is the training identified in the multi-year IPP?

Exercise Data Table

To facilitate consistent data reporting and performance measure collection, an Exercise Data Table should be completed for any exercises that meet EMPG Program requirements and/or exercises conducted in whole or part with EMPG Program funds. The Exercise Data should include EMPG Program-funded exercises and costs to run the exercise (e.g., planning, materials, props, contractual services for conducting the exercise, AAR and IP, etc.). Any exercise planned or conducted during the grant period of performance should be reported on the Exercise Data Table. Applicants/recipients are not required to report EMPG Program-funded personnel costs associated with exercises. Data from the Exercise Data Table should also be completed and submitted to FEMA as a component of quarterly reporting on grant activities. The data requirements are defined in the section below. Upon entering the project name or number in the template, the cells located to the right of the main Exercise Data Table will auto-populate the associated priority, mission area, capabilities, and functional areas based on the project data included in the Grant Activities Outline.

Exercise Data Table Template

Project Number	Project Name	Name of Exercise	Scheduled Date	Date Exercise Conducted /Completed	Type of Exercise	Exercise Fulfills Progressive Exercise Requirement (Y/N)	Exercise Identified in IPP (Y/N)	Date AAR submitted to FEMA

Exercise Data Table Definitions:

- Column 1 – Project Number from the Grant Activities Outline
- Column 2 – Project Name from the Grant Activities Outline
- Column 3 – Exercise Name
- Column 4 – Scheduled date of exercise
- Column 5 – Date exercise conducted/completed
- Column 6 – Type of exercise (select from drop-down menu)
- Column 7 – Is the exercise part of a progressive exercise series?
- Column 8 – Is exercise identified in the multi-year IPP?
- Column 9– When was the AAR submitted to FEMA?

(Cal OES Use Only)

Cal OES #		FIPS #		VS#		Subaward #	**2022-0005**

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** County of Orange **1a. UEI:**
2. **Implementing Agency:** City of Buena Park **2a. UEI:** SVZ5KRE9KFC3
3. **Implementing Agency Address:** 6650 Beach Blvd. (Street) Buena Park (City) 90621-2905 (Zip+4)
4. **Location of Project:** Buena Park (City) Orange (County) 90621-2905 (Zip+4)
5. **Disaster/Program Title:** Emergency Management Performance Grant
6. **Performance / Budget Period:** July 1, 2022 (Start Date) **to** June 30, 2024 (End Date)
7. **Indirect Cost Rate:** (Select) **Federally Approved ICR** (if applicable): %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2022	EMPG		$14,219	$14,219	$14,219		$14,219	$28,438
9.									
10.									
11.									
12.									
Total	**Project**	**Cost**		$14,219	$14,219	$14,219		$14,219	$28,438

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Aaron France Title: City Manager

Payment Mailing Address: 6650 Beach Blvd. City: Buena Park Zip Code+4: 90621

Signature: Date:

16. Federal Employer ID Number: 95-6005105

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer) **(Date)** **(Cal OES Director or Designee)** **(Date)**

AUTHORIZED AGENT AND CONTACT INFORMATION

APPLICATION | MODIFICATION | CLEAR

County of Orange

Request Type	
Cal OES Approval	

2022-0005

Salutation	Authorized Agent Name	Title	Address	City	Zip	Phone	Email
Mr.	Aaron France	City Manager	6650 Beach Blvd.	Buena Park	90621	714-562-3555	afrance@buenapark.com

NOTE: Authorized Agents must be designated, by name or title, in the Governing Body Resolution. Modifications will require additional documentation.

Salutation	Point of Contact (POC) Name	Title	Address	State	Zip	Phone	Email
Mr.	Lance Charnes	Emergency Services Coordinator	6640 Beach Blvd.	CA	90621	714-562-3960	lcharnes@bppd.com

PROJECT LEDGER

County of Orange

Request Type	

2022-0005

Award	Total M&A Expended	% Total M&A Exp of Total Exp
$14,219		

POP Start Date	July 1, 2022
POP End Date	June 30, 2024
Cal OES Approval	

State Goals	Direct / Subaward	Project	Project Title	Project Description	Solution Area	Solution Area Sub-Category	Core Capabilities	Capability Building	Deployable / Shareable	Total Budgeted Cost	Previously Approved Amount	Amount This Request	Total Approved	Expenditures To Date (w/Match)	Remaining Balance	Percent Expended
										$14,219					**$14,219**	
Goal #6	Subaward	H	Pass-through: City of Buena Park Emergency Management Staff Salaries	This project provides S&B necessary support to day-to-day operations in emergency management to meet local, state, and federal requirements.	Organization	Staffing	Operational Coordination	Sustain	N/A	14,219					14,219	

ORGANIZATION

County of Orange

Request Type	

2022-0005

POP Start Date	July 1, 2022
POP End Date	June 30, 2024
Cal OES Approval	

Project	Direct / Subaward	Organization	Solution Area Sub-Category	Expenditure Category	Detail	Budgeted Cost	Previously Approved Amount	Amount This Request	Total Approved	Remaining Balance
			-			**$14,219**				**$14,219**
H	Subaward	Pass-through: City of Buena Park	Staffing	Staff Salaries	Staffing	14,219				14,219

MATCH

County of Orange

Request Type	

2022-0005

POP Start Date	July 1, 2022
POP End Date	June 30, 2024
Cal OES Approval	

Project	Direct / Subaward	Project Title	Match Description	Solution Area	Solution Area Sub-Category	Type of Match	Total Budgeted Match	Previously Expended Match	Current Match	Total Match Expended	Remaining Balance	Percentage Expended
							$14,219				**$14,219**	
H	Subaward	Pass-through: City of Buena Park Emergency Management Staff Salaries	Project H is 50% cost share from local city funds.	Organization	Staffing	Cash Match	14,219				14,219	

PERSONNEL

County of Orange

Ledger Type	

2022-0005

POP Start Date	July 1, 2022
POP End Date	June 30, 2024
Cal OES Approval	

Project	Employee Name	Project / Deliverable	Solution Area	Solution Area Sub-Category	Dates of Payroll Period	Total Salary & Benefits Charged for this Reporting Period	Total Project Hours	Total Cost Charged to Grant
H	Lance Charnes	Pass-through City of Buena Park: Emergency Management Staffing	Organization	Staffing				

AUTHORIZED AGENT

NOTE: Unauthorized alterations will delay the approval of this request.

County of Orange

ALN	EMPG 97.042

2022-0005

Supporting Information for Application, Modification, or Request for Federal Funds

This claim is for costs incurred within the grant performance period.

This request is for a/an: **Final Reimbursement**

July 1, 2022 (Beginning Performance Period Date) through **June 30, 2024** (Ending Performance Period Date)

1 (Request #)

$14,219 (Amount This Request)

Under Penalty of Perjury, I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances.

Statement of Certification - Authorized Agent

By signing this report, I certify, to the best of my knowledge and belief, that the report is true, complete, and accurate, and that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Aaron France

Printed Name of Authorized Agent

City Manager

Title of Authorized Agent

Signature of Authorized Agent

September 20, 2023

Date



Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Fiscal Year 2022
Emergency Management
Performance Grant (EMPG)

California Supplement to the
Federal Notice of Funding Opportunity

September 2022

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Federal Program Announcement

In April 2022, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG), Notice of Funding Opportunity (NOFO) and FEMA Preparedness Grants Manual.

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2, Code of Federal Regulations (C.F.R.) Part 200.

Information Bulletins

DHS issues Information Bulletins (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.

Purpose of the California Supplement

The FY 2022 EMPG California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA Preparedness Grants Manual. Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2021 and FY 2022 EMPG and highlight additional California policies and requirements applicable to the FY 2022 EMPG.

Key Changes to the FY 2022 EMPG

The National Priorities for the FY 2022 EMPG Program are:

- Equity
- Climate Resilience
- Readiness

A detailed description of allowable investments for each national priority is included in the FY 2022 EMPG NOFO.

Key Changes to the FY 2022 EMPG Cont.	**Unique Entity Identifier** – Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that have an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process. UEI registration information is available on GSA.gov at Unique Entity Identifier Update.
Grants Management Memoranda	Cal OES issues Grants Management Memoranda (GMMs) which provide additional information and requirements regarding EMPG funds.
Eligible Subrecipients	Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), and federally-recognized tribes located in California.
Tribal Allocations	The NOFO strongly encourages Cal OES to provide EMPG funds directly to tribes in California. To implement this requirement, a special Request for Proposal will be issued to California's federally-recognized tribes. All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.
Subrecipient Allocations	FY 2022 EMPG Subrecipient final allocations are included in Attachment A.
Supplanting	Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of any activity associated with this improper use of federal grant funds.

Public/Private Organizations

Subrecipients may contract with any other public or private organizations to perform eligible activities on approved EMPG projects.

Debarred/ Suspended Parties

Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.

Subrecipients must obtain documentation of eligibility prior to making any subaward or contract funded by EMPG funds, and must be prepared to present supporting documentation to monitors/auditors.

Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at 2 C.F.R. § 180.335. The rule also applies to Subrecipients who pass-through funding to other local entities.

If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at 2 C.F.R. § 180.335, immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.

FY 2022 Program Priorities

DHS/FEMA annually publishes the National Preparedness Report (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

In developing applications for the FY 2022 EMPG Program, Subrecipients should fund projects that address areas for improvement as they relate to emergency management capabilities, and projects that fall into the state, regional, and national priority areas, including:

- Mass Care
- Economic Recovery
- Planning
- Operational Coordination
- Equity
- Climate Resilience
- Readiness

DHS/FEMA does not prescribe a minimum funding amount for these priorities. However, Subrecipients are required to support local, regional, state, and national efforts in achieving the desired outcomes of these priorities.

National Campaigns and Programs

Whole Community Preparedness – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize established best practices for whole community inclusion and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant including children, seniors, individuals with disabilities or access and functional needs, individuals

National Campaigns and Programs Cont.

with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

Active Shooter Preparedness – DHS has developed a comprehensive Active Shooter Preparedness website, which strives to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

Soft Targets and Crowded Places – States, territories, Urban Areas, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place, including town centers, shopping malls, open-air venues, outside hard targets/venues perimeters, and other places of meeting and gathering. For more information, please see DHS's Hometown Security Program.

Community Lifelines – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the Community Lifelines Implementation Toolkit website.

Strategic Framework for Countering Terrorism and Targeted Violence – DHS adopted the DHS Strategic Framework for Countering Terrorism and Targeted Violence, which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

NIMS Implementation

Prior to allocation of any federal preparedness awards, Subrecipients must ensure and maintain adoption and implementation of the National Incident Management System (NIMS).

Match Requirement

The FY 2022 EMPG requires a dollar-for-dollar match. This can be cash or third-party in-kind contributions. Refer to 2 C.F.R. § 200.306 for specific details. Utilizing the FMFW Match Tab, Subrecipients will indicate the appropriate Solution Area and Solution Area Subcategory that accurately represents the specific activity(ies) and cost(s) used to meet the match requirement under the FY 2022 EMPG subaward. Contributions from the Subrecipient should be specifically identified in the match description located on the FMFW Match Tab. The non-federal match contributions have the same eligibility requirements as the federal share. For additional match guidance, see EMPG Clarifying Guidance IB 458.

Management and Administration

The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of five percent for the FY 2022 EMPG.

Indirect Costs

Indirect costs are allowable under the FY 2022 EMPG Program Award. Subrecipients who claim indirect costs may do so provided they use one of the following two methods:

1. Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost Negotiation Agreement. A copy of the approved Negotiation Agreement is required at the time of application.
2. Subrecipients who have never received a negotiated indirect cost rate and receive less than $35 million in direct federal funding per year may claim the 10 percent de minimis indirect cost rate based on Modified Total Direct Costs (MTDC) as defined in 2 C.F.R. § 200.1 and Subpart E.

Indirect Costs Cont.

Indirect costs are *in addition to* the M&A allowance and must be included in the Grant Award application as a "Project" and reflected in the FMFW on the Indirect Cost Tab if being claimed under the award.

Indirect costs must be based on the claimed direct project costs, excluding equipment expenditures and other distorting items. Up to $25,000 of each subaward may be included as a direct project cost when calculating indirect costs based on Modified Total Direct Costs.

Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient's fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new Indirect Cost Rate Agreement.

Equipment Typing/ Identification and Use

Allowable EMPG equipment is listed on the FEMA Authorized Equipment List (AEL) website, and includes equipment from the following AEL Sections:

- PPE (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communication Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Section 21)

Subrecipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances.

Equipment Typing/ Identification and Use Cont.	Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, refer to 2 C.F.R. including § 200.310, § 200.313, and § 200.316. Subrecipients that allocate FY 2022 EMPG funds for equipment are required to type and identify the capability associated with that equipment. Also, per FEMA policy, the purchase of weapons and weapon accessories are not allowed with EMPG funds. Special rules apply to critical emergency supplies; refer to Appendix H of the FEMA Preparedness Grants Manual for additional information.
Equipment Maintenance and Sustainment	Use of EMPG funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA IBs 336 and 379, as well as Grant Programs Directorate Policy FP 205-402-125-1.
Small Unmanned Aircraft Systems	All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with IB 426 and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. Reference the Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems for additional information.
Telecommuni-cations Equipment or Services Prohibitions	Effective August 13, 2020, section 889(f)(2)-(3) of the John S. McCain National Defense Authorization Act for FY 2019 (NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. § 200.216, 200.471, and Appendix II to 2 C.F.R. Part 200 prohibits DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following covered telecommunications equipment or services: 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities); 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure,

Telecommunications Equipment or Services Prohibitions Cont.

and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Additional guidance is available in FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

Emergency Operations Plans

Subrecipients should update their Emergency Operations Plan (EOP) at least once every two years to remain compliant with the Comprehensive Preparedness Guide 101 version 2.0. Subrecipients are highly encouraged to include an evacuation plan or annex as part of their EOP as well as plans to exercise and validate the evacuation plan and capabilities.

Conflict of Interest

To eliminate and reduce the impact of conflicts of interest in the subaward process, Subrecipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Subrecipients and pass-through entities are also required to follow any applicable federal, state, local, and tribal statutes or regulations governing conflicts of interest in the making of subawards.

Subrecipients must disclose to their Program Representative, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the EMPG subaward within five days of learning of the conflict of interest.

California Homeland Security Strategy Goals

The State has prioritized the following California Homeland Security Strategy Goals for the FY 2022 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities Through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness;
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs; and
11. Protect Against Effects of Climate Change

"On Behalf Of"

Cal OES may, in conjunction with local approval authorities, designate funds "on behalf of" local entities who choose to decline or fail to utilize their subaward in a timely manner.

Public Alert and Warning

Cal OES encourages Subrecipients to consider use of this funding to assist their jurisdiction's alignment with the State of California Alert and Warning Guidelines developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

Financial Management Forms Workbook

The FY 2022 Cal OES FMFW includes:

Grant Subaward Face Sheet – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format.

Authorized Agent Contact Information – Provides the contact information of Authorized Agents (AA), delegated via the Governing Body Resolution (GBR) or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign documents.

Project Ledger – The Project Ledger is used in the application process to submit funding information and is used for submitting cash requests and Grant Subaward Modifications, and assists with completion of the Biannual Strategy Implementation Report (BSIR).

Planning Tab – Provides detailed information on grant-funded planning activities with a final product identified.

Organization Tab – Provides detailed information on grant-funded organizational activities.

Equipment Tab – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

Training Tab – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The Training Request Form must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

Exercise Tab – Provides detailed information on grant-funded exercises.

Financial Management Forms Workbook Cont.

M&A Tab – Provides information on grant-funded M&A activities.

Indirect Costs Tab – Provides information on indirect costs.

Consultant-Contractor Tab – Provides detailed information on grant-funded consultants, and documents maintenance and sustainment contracts and activities on grant eligible items/equipment.

Personnel Tab – Provides detailed information on grant-funded personnel activities.

Match Tab – Provides detailed information on match activities.

Authorized Agent Page – The Authorized Agent (AA) Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA page must include a valid signature on file with Cal OES and the date.

Subrecipient Grants Management Assessment

Per 2 C.F.R. § 200.332, Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The Subrecipient Grants Management Assessment contains questions related to a Subrecipient organization's experience in the management of federal grant awards. It is used to determine, and provide, an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the Subrecipient's grant application.

Application Attachments

Indirect Cost Rate Agreement – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved Indirect Cost Rate Agreement.

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure – Use the FFATA Financial Disclosure to provide information required by the Federal Funding Accountability and Transparency Act of 2006.

Application Attachments Cont.

Certification Regarding Lobbying – Use the Certification Regarding Lobbying form to certify lobbying activities, as stipulated by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352.

Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit a signed **original** of the FY 2022 Standard Assurances as part of their FY 2022 EMPG application. The required Standard Assurances can be found only in PDF format on the Cal OES website.

NOTE: Self-created Standard Assurances will not be accepted.

Governing Body Resolution

The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their application. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP);
- The resolution identifies the applicable grant years, (e.g., FY 2022, FY 2023, FY 2024); and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted.

Authorized Agent Information

For each person or position appointed by the Governing Body, identify the individual in the AA and Contact Information page of the FMFW.

All changes in AA and contact information must be provided to Cal OES in writing. If the GBR identifies the AA by name, a new Resolution is needed when changes are made. If the GBR identifies the AA by position and/or title, changes may be made by submitting a request on the entity's letterhead, signed by an existing AA.

Authorized Agent Information Cont.	Cal OES will not accept signatures of an AA's designee, unless authorized by the Governing Body's resolution. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

Application Submission

Subrecipients must submit an electronic copy of their completed FMFW to their Program Representative for review no later than fourteen calendar days before the final Application due date. After the application is approved, all electronic copies of the FMFW, along with the required documents must be emailed, with original or electronic signatures, by the application due date. During the application process, if it is determined all allocated funds cannot be expended by the end of the period of performance, inform your Program Representative as soon as possible. The completed application documents should be received by Cal OES no later than the date provided in the FY 2022 EMPG Timeline, referenced as Attachment B.

Late or Incomplete Application

Late or incomplete applications may be denied. If an application is incomplete, the Program Representative may request additional information. Requests for late submission of applications must be made in writing to the Program Representative prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.

EMPG Contact Information

Subrecipient questions, comments, and correspondence should be directed to:

California Governor's Office of Emergency Services
ATTN: Grants Management (Building E)
Emergency Management Performance Grants Unit
3650 Schriever Avenue
Mather, CA 95655

Ronak Patel – Region III	(916) 845-8124
Cynthia Duncan – Regions I & VI	(916) 845-8955
Lauren Swearengin – Regions IV & V	(916) 845-8950
Yer Yang – Region II	(916) 845-8468

Subaward Approval

Subrecipients will receive a formal notification of award. Subrecipient Subaward letters must be signed and the original be returned to Cal OES within 20 calendar days. Once the completed application along with the signed subaward letter is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES FMFW.

Payment Request Process

To request a cash reimbursement of EMPG funds, Subrecipients must first complete a payment request using the Cal OES FMFW, returning it to the appropriate Program Representative. Subrecipients who fail to follow the workbook instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

Semi-Annual Drawdown Requirements

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur in March and October of each calendar year following final approval of the subaward application, with the exception of the final reimbursement request, which must be submitted within 20 calendar days after the end of the period of performance.

Modifications

Post award budget and scope modifications must be requested using the Cal OES EMPG FMFW, signed by the Subrecipient's AA, and submitted to the Program Representative.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or a document attached to the transmittal e-mail. Refer to GMM 2018-17 for additional information regarding modification requests.

Training Requirements

Training activities supported with EMPG Program funds should align to NPG core capabilities identified in each Subrecipient's Training and Exercise Plan. Subrecipients must obtain a Training Feedback Number from Cal OES before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Subrecipients must complete a Training Request Form and submit it electronically to Cal OES.

For more information on this or other training-related inquiries, contact the Cal OES Training Branch at (916) 845-8745 or Training@CalOES.ca.gov.

All EMPG-funded personnel, including M&A staff, and any staff being used for match, must complete *either* the Independent Study courses identified in the Professional Development Series (PDS) *or* the National Emergency Management Basic Academy. Final reimbursement of personnel salaries will not be approved until all training requirements have been met. Proof of completion of the training requirements must be kept on file by the Subrecipient and be made available for review upon request. When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

EMPG TRAINING- PDS

IS 100 (any version), Introduction to Incident Command System (ICS)

IS 200 (any version), ICS for Single Resources and Initial Action Incident

IS 700 (any version), National Incident Management System, An Introduction

IS 800 (any version), National Response Framework, An Introduction

Training Requirements Cont.

IS 120.c An Introduction to Exercises

IS 230.e Fundamentals of Emergency Management

IS 235.c Emergency Planning

IS 240.c Leadership and Influence

IS 241.c Decision Making and Problem Solving

IS 242.c Effective Communication

IS 244.b Developing and Managing Volunteers

EMPG TRAINING-Basic Academy

IS 100 (any version), Introduction to the Incident Command System (ICS)

IS 700 (any version), National Incident Management System (NIMS), An Introduction

IS 800 (any version), National Response Framework, An Introduction

IS 230.e Fundamentals of Emergency Management

E/L0101, Foundations of Emergency Management

E/L0102, Science of Disaster

E/L0103, Planning: Emergency Operations

E/L/K0146, Homeland Security Exercise and Evaluation Program (HSEEP)

E/L0105, Public Information Basics

In the event that any of the listed courses have been updated and the required version is no longer available, it is acceptable to take the updated course in place of the listed course (i.e., since IS-120.a has been replaced with IS-120.c, the latter may be used in the place of the original course). The courses listed above are the minimum accepted versions for FY 2022 EMPG.

Training Requirements Cont.

Training activities should align to a current Integrated Preparedness Plan (IPP), developed through an annual IPP Workshop. The training should help build core capabilities and fill gaps identified in real-world incidents and exercises. Further guidance can be found in the HSEEP.

EMPG and non-EMPG -funded personnel may claim EMPG funds for tuition/travel costs for EMPG eligible trainings, provided that the purpose of the travel and training is to accomplish the objectives of the grant.

Exercises, Improvement Plans and After Action Reporting

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through a Threat and Hazard Identification and Risk Assessment, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with EMPG grant funds. An After Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars, Drills & Workshops) must be completed and submitted to Cal OES within 90 days after the exercise/seminar/drill/workshop is conducted.

It is acceptable to submit an *Exercise Summary Report for Seminars, drills, and Workshops* in lieu of a full AAR/IP.

AAR/IPs and Summary Reports should be e-mailed to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- Your Program Representative

All EMPG-funded personnel, including M&A staff and any staff being used for match, must participate in no less than two exercises between July 1, 2022, and June 30, 2024. These exercises must align to one of the priority areas via the Performance Reports. The Great Shakeout drop, cover, and hold drill is ineligible for the purpose of the two exercise requirement.

Exercises, Improvement Plans and After Action Reporting Cont.

Final reimbursement of personnel salaries will not be approved until all exercise requirements have been met. Exercises used to meet this requirement during one period of performance cannot be used to meet the requirement in another. Extensions to the grant do not apply to this requirement or its due date. There is no specific requirement for level of participation in the exercises and the exercises can be of any type, provided they are related to the subrecipient's identified long-term training and exercises priorities. Proof of completion of the exercise requirements must be kept on file by the Subrecipient and be made available for review upon request.

For exercise-related issues and/or questions, email the Cal OES Exercise Team at exercise@caloes.ca.gov.

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

Procurement Standards and Written Procedures

Subrecipients must conduct procurement utilizing either their own documented procurement standards and procedures, or the federal procurement standards found in 2 C.F.R. Part 200, whichever is stricter. Procurement standards must also contain a written conflict of interest policy which reflect applicable federal, state, local, and tribal laws.

Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. For any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Documents that would cover this information include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and Post-solicitation cost/price analyses on file for review by federal personnel, if applicable;

Procurement Documentation Cont.

- Contract documents and amendments, including required contract provisions; and other documents required by federal regulations applicable at the time a grant is awarded to a Subrecipient.

Procurement Thresholds

Effective June 20, 2018, the micro-purchase threshold was increased from $3,500 to $10,000 and the simplified acquisition threshold was increased from $150,000 to $250,000. These increases apply to all Subrecipient procurements executed on or after June 20, 2018. Refer to IB 434 for additional information.

Noncompetitive Procurements

All noncompetitive procurements exceeding the simplified acquisition threshold requires Cal OES prior written approval. This method of procurement must be approved by the Subrecipient's local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with submission. Cal OES may request additional documentation that supports the procurement effort.

Environmental Planning and Historic Preservation

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment or a historic structure must participate in the EHP review process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed project, and include supporting documentation.

DHS/FEMA may also require that the Subrecipient provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the EHP Screening Form. Program Representatives will provide additional instructions should this report be required.

Environmental Planning and Historic Preservation Cont.

EHP requests should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the FEMA GPD EHP Policy Guidance.

Construction and Renovation

When applying for construction activity at the time of application, including communications towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit a SF-424C Budget and Budget Detail that cites the project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process has been completed.

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the state in which the work is to be performed.

Written approval* for construction must be provided by DHS/FEMA *prior to* the use of any EMPG funds for construction or renovation. *No construction activities (including site preparation, utility installations, and any groundbreaking activities) or equipment installations on existing structures, may begin until the EHP review process is complete.

Inventory Control and Property Management

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

Inventory Control and Property Management Cont.

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures must be developed to keep the property in good condition.

Equipment Disposition

When original or replacement equipment acquired under the EMPG is no longer needed for program activities, the Subrecipient must contact their Program Representative to request disposition instructions. See 2 C.F.R. § 200.313(e).

Performance Reporting

BSIR – Subrecipients must complete a BSIR each Winter and Summer using the DHS/FEMA Grants Reporting Tool (GRT) for the duration of the subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

Access to the BSIR may be obtained through the GRT. To create a new account, click the link that reads, "Register for an account" and follow the instructions provided. The Subrecipient will be required to ensure up-to-date project information is entered. The Project Ledger in the FMFW may assist with the BSIR data entry process. For additional assistance with the GRT, contact the appropriate Program Representative.

Quarterly Performance Reports – Subrecipients must prepare and submit Performance Reports to the State for the duration of the subaward period of performance, or until all grant activities are completed and the subaward is formally closed by Cal OES. The quarterly reports must include the progress made on identified activities, as well as other required information. Failure to submit a quarterly Performance Report could result in subaward reduction, suspension, or termination.

Performance Reporting Cont.

In order to ensure that mandated performance metrics and other data required under the subaward is reported accurately, all EMPG Performance Reports must be submitted electronically, via email, to their Cal OES Program Representative for review and vetting. Electronic documents submitted for Cal OES review and vetting should be submitted as soon as possible, but no later than, seven calendar days before the identified due date(s) associated with the Performance Report. Submission of the electronic copy is only to occur after their Cal OES Program Representative's review has concluded and the Subrecipient is directed by their Cal OES Program Representative to submit the signed electronic copy.

Extension Requests

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to the Subrecipient's Program Representative. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project specific, and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore; acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

Extension Requests Cont.

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work.

General questions regarding extension requirements and the Extension Request form should be directed to your Program Representative. For additional information, please see IB 379. Extension requests for personnel and salaries do not meet the requirements of IB 379 and will not be granted. Subrecipients are expected to complete all grant-funded personnel activity by the end of the subaward period of performance.

Progress Reports on Grant Extensions

All Subrecipients that receive Cal OES approval to extend their FY 2022 grant subaward period of performance may be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to their Program Representative. Deadlines for the submission of progress reports will be established at the time of extension approval.

Monitoring

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, and desk and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements. Monitoring activities may include, but are not limited to:

- Verifying that entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent modifications, including the review of timesheets and invoices as applicable;
- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with:
  - Standard Assurances, and
  - Information provided on performance reports and payment requests

NOTE: It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a "hold" placed on any future reimbursements until the "finding" is resolved.

Failure to Submit Required Reports

Periodic reporting is required by the grant. Subrecipients who miss a single reporting due date may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice in a row may have subsequent awards reduced by ten percent until timely reporting is reestablished.

Suspension/ Termination

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special Conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or other document.
- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem.

Closeout

Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed.

Subawards will be closed after:

- Receiving any applicable Subrecipient Performance Report indicating all approved work has been completed, and all funds have been distributed;
- All funds have been requested and reimbursed, or disencumbered;

Closeout Cont.

- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

Records Retention

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken. The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See 2 C.F.R. § 200.334(f).

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

If the State Administrative Agency award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See Title 2 C.F.R § 200.334 and 200.337.

Operational Area	Population	Base Amount	Per Capita Total	Total Award
ALAMEDA	1,656,591	125,000	426,584	551,584
ALPINE	1,135	125,000	293	125,293
AMADOR	37,377	125,000	9,625	134,625
BUTTE	202,669	125,000	52,188	177,188
CALAVERAS	45,036	125,000	11,597	136,597
COLUSA	22,248	125,000	5,729	130,729
CONTRA COSTA	1,153,854	125,000	297,126	422,126
DEL NORTE	26,949	125,000	6,940	131,940
EL DORADO	195,362	125,000	50,307	175,307
FRESNO	1,026,681	125,000	264,378	389,378
GLENN	29,679	125,000	7,643	132,643
HUMBOLDT	130,851	125,000	33,695	158,695
IMPERIAL	186,034	125,000	47,905	172,905
INYO	18,563	125,000	4,780	129,780
KERN	914,193	125,000	235,411	360,411
KINGS	152,543	125,000	39,281	164,281
LAKE	63,940	125,000	16,465	141,465
LASSEN	27,572	125,000	7,100	132,100
LOS ANGELES	10,044,458	125,000	2,586,522	2,711,522
MADERA	158,474	125,000	40,808	165,808
MARIN	257,774	125,000	66,379	191,379
MARIPOSA	18,037	125,000	4,645	129,645
MENDOCINO	86,669	125,000	22,318	147,318
MERCED	284,836	125,000	73,347	198,347
MODOC	9,491	125,000	2,444	127,444
MONO	13,295	125,000	3,424	128,424
MONTEREY	437,318	125,000	112,612	237,612
NAPA	137,637	125,000	35,443	160,443
NEVADA	97,466	125,000	25,098	150,098
ORANGE	3,153,764	125,000	812,117	937,117
PLACER	404,994	125,000	104,289	229,289
PLUMAS	18,116	125,000	4,665	129,665
RIVERSIDE	2,454,453	125,000	632,040	757,040
SACRAMENTO	1,561,014	125,000	401,973	526,973
SAN BENITO	63,526	125,000	16,358	141,358
SAN BERNARDINO	2,175,909	125,000	560,313	685,313
SAN DIEGO	3,315,404	125,000	853,741	978,741
SAN FRANCISCO	875,010	125,000	225,321	350,321
SAN JOAQUIN	783,534	125,000	201,766	326,766

Operational Area	Population	Base Amount	Per Capita Total	Total Award
SAN LUIS OBISPO	271,172	125,000	69,829	194,829
SAN MATEO	765,245	125,000	197,056	322,056
SANTA BARBARA	441,172	125,000	113,605	238,605
SANTA CLARA	1,934,171	125,000	498,063	623,063
SANTA CRUZ	261,115	125,000	67,239	192,239
SHASTA	177,797	125,000	45,784	170,784
SIERRA	3,189	125,000	822	125,822
SISKIYOU	44,330	125,000	11,415	136,415
SOLANO	438,527	125,000	112,924	237,924
SONOMA	484,207	125,000	124,687	249,687
STANISLAUS	555,968	125,000	143,166	268,166
SUTTER	101,289	125,000	26,082	151,082
TEHAMA	65,354	125,000	16,829	141,829
TRINITY	13,535	125,000	3,486	128,486
TULARE	481,733	125,000	124,050	249,050
TUOLUMNE	53,465	125,000	13,767	138,767
VENTURA	835,223	125,000	215,076	340,076
YOLO	217,500	125,000	56,008	181,008
YUBA	79,407	125,000	20,448	145,448
TRIBAL NATIONS	362,801	125,000	93,424	218,424
TOTAL	**39,829,656**	**7,375,000**	**10,256,430**	**17,631,430**

DHS Announcement of FY 2022 EMPG NOFO	April 13, 2022
Cal OES Application due to DHS	June 13, 2022
DHS/FEMA Award to California	September, 2022
Subrecipient period of performance begins	July 1, 2022
Notification of Subrecipient Award	September, 2022
Subrecipient Workshops	September/October 2022
FY 2022 California Supplement release	September, 2022
Integrated Preparedness Plan (IPP) due	September 30, 2022
Submission of the FY 2022 EMPG Performance Report for the period of 7/1/2022 – 9/30/2022	October 14, 2022
Subrecipient Final Applications due to Cal OES	December 30, 2022
Submission of the FY 2022 EMPG Performance Report for the period of 7/1/2022 – 12/31/2022	January 13, 2023
Submission of the FY 2022 EMPG Performance Report for the period of 7/1/2022 – 3/31/2023	April 14, 2023
Submission of the FY 2022 EMPG Performance Report for the period of 7/1/2022 – 6/30/2023	July 14, 2023
Submission of the FY 2022 EMPG Performance Report for the period of 7/1/2022 – 9/30/2023	October 13, 2023
All FY 2022 EMPG EHP-related documents must be received by Program Representative	December 29, 2023
Submission of the FY 2022 EMPG Performance Report for the period of 7/1/2022 – 12/31/2023	January 15, 2024
Submission of the FY 2022 EMPG Performance Report for the period of 7/1/2022 – 3/31/2024	April 15, 2024
Subrecipient period of performance ends	June 30, 2024
Submission of the FY 2022 EMPG Performance Report for the period of 7/1/2022 – 6/30/2024	July 19, 2024
Final Request for Reimbursement due	Within 20 calendar days of the subaward expiration date
Cal OES's period of performance ends	September 30, 2024

Attachment C – FY 2022 EMPG Program Checklist | 2022

Subrecipient: _____ **FIPS#:** _____

Program Representative: _____

Financial Management Forms Workbook:

_____ Grant Subaward Face Sheet
_____ Authorized Agent and Contact Tab
_____ Project Ledger Tab
_____ Planning Tab
_____ Organization Tab
_____ Equipment Tab
_____ Training Tab
_____ Exercise Tab
_____ Management and Administration Tab
_____ Indirect Cost Tab
_____ Consultant-Contractor Tab
_____ Personnel Tab
_____ Match Tab
_____ Indirect Cost Rate Summary (If Applicable)
_____ Authorized Agent Sheet

Required Documents:

_____ Counter-signed Award Letter
_____ EHP Screening Form (If Applicable)
_____ FFATA Financial Disclosure
_____ Certification Regarding Lobbying
_____ Governing Body Resolution
_____ Subrecipient Grants Management Assessment form
_____ 2022 EMPG Standard Assurances
_____ Indirect Cost Rate Agreement (If Applicable)

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:
   (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
   (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
   (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;

Initials AA

(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. **Period of Performance**
The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. **Lobbying and Political Activities**
As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

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

Initials AT

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. **Debarment and Suspension**
As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
   (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. **Non-Discrimination and Equal Employment Opportunity**
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

Initials 

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

Initials AD

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

Initials

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

Initials 

8. **Audits**
   For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. **Cooperation and Access to Records**
   The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. **Conflict of Interest**
    The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. **Financial Management**
    False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. **Reporting - Accountability**
    The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. **Whistleblower Protections**
    The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

Initials AT

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

Initials

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

Initials _____

20. California Public Records Act and Freedom of Information Act
The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM (EMPG) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS
The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad
The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)
DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright
The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Initials 

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

Initials AT

30. Non-supplanting Requirement
If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights
Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM
If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing
The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance
If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Initials 

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

38. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

Initials 

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

Initials _____

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: City of Buena Park

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Aaron France

Title: City Manager Date: 11-3-22

Initials AF

(Cal OES Use Only)

Cal OES #		FIPS #		VS#		Subaward #	**2022-0005**

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** County of Orange **1a. UEI:**
2. **Implementing Agency:** City of Buena Park **2a. UEI:** SVZ5KRE9KFC3
3. **Implementing Agency Address:** 6650 Beach Blvd. (Street) Buena Park (City) 90621-2905 (Zip+4)
4. **Location of Project:** Buena Park (City) Orange (County) 90621-2905 (Zip+4)
5. **Disaster/Program Title:** Emergency Management Performance Grant
6. **Performance / Budget Period:** July 1, 2022 (Start Date) **to** June 30, 2024 (End Date)
7. **Indirect Cost Rate:** (Select) **Federally Approved ICR** (if applicable): %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2022	EMPG		$14,219	$14,219	$14,219		$14,219	$28,438
9.									
10.									
11.									
12.									
Total	**Project**	**Cost**		$14,219	$14,219	$14,219		$14,219	$28,438

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Aaron France Title: City Manager

Payment Mailing Address: 6650 Beach Blvd. City: Buena Park Zip Code+4: 90621

Signature: Date:

16. Federal Employer ID Number: 95-6005105

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer) **(Date)** **(Cal OES Director or Designee)** **(Date)**

AUTHORIZED AGENT

NOTE: Unauthorized alterations will delay the approval of this request.

County of Orange

ALN	EMPG 97.042

2022-0005

Supporting Information for Application, Modification, or Request for Federal Funds

This claim is for costs incurred within the grant performance period.

This request is for a/an: **Final Reimbursement**

July 1, 2022 (Beginning Performance Period Date) through **June 30, 2024** (Ending Performance Period Date)

1 (Request #)

$14,219 (Amount This Request)

Under Penalty of Perjury, I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances.

Statement of Certification - Authorized Agent

By signing this report, I certify, to the best of my knowledge and belief, that the report is true, complete, and accurate, and that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

Aaron France

Printed Name of Authorized Agent

Signature of Authorized Agent

City Manager

Title of Authorized Agent

Date

CITY OF BUENA PARK

FINANCE DEPARTMENT
6650 BEACH BOULEVARD, P.O. BOX 5009
BUENA PARK, CA 90622-5009
PHONE: (714)562-3737

INVOICE: EMPG000011 **Page** 1
Date: Sep 27, 2023 **of** 1

Service: EMPG GRANT-EMERG. MGMT
Customer PO:
Customer Ph: (714) 628-71
Terms: NET 30

Due Date: Oct 27, 2023

Customer Number: 0000005474

ORANGE COUNTY SHERIFF'S DEPT - EMD
EMERGENCY MANAGEMENT DIVISION
ATTN: JOSE VEGA
2644 SANTIAGO CANYON RD
SILVERADO, CA 92676

Service Address:

ORANGE COUNTY SHERIFF'S DEPT - EMD
EMERGENCY MANAGEMENT DIVISION
ATTN: JOSE VEGA
2644 SANTIAGO CANYON RD
SILVERADO, CA 92676

Description	Qty	Unit Price	Total Price	Tax
EMPG FY2022-24 GRANT REIMBURSEMENT CFDA 97.042	1.00	14,219.00	14,219.00	N

Total Charges:	14,219.00
Total Tax:	0.00
Total Invoice:	14,219.00
Payments:	0.00
Adjustments:	0.00
Total Due:	14,219.00

IMPORTANT
TO INSURE PROPER CREDIT:
MAKE CHECK PAYABLE TO:
CITY OF BUENA PARK
MAIL WITH COPY OF INVOICE TO:
CITY OF BUENA PARK,
ATTN: FINANCE DEPARTMENT
P.O. BOX 5009
BUENA PARK, CA 90622-5009

SELECTION CRITERIA: detdist.empl_no=783 and detdist.rec_type in ('O','F') and checkhis.iss_date between '20220701 00:00:00.000' and

EMPLOYEE	NAME	TYPE	PAY DATE	CHECK DATE	ORGN/PROJ	ACCOUNT	AMOUNT
*FM	MEDICARE FRINGE						
783	LANCE W. CHARNES	F	06/24/2022	07/01/2022	651611	5174	11.87
783	LANCE W. CHARNES	F	07/08/2022	07/15/2022	651611	5174	14.48
783	LANCE W. CHARNES	F	07/22/2022	07/29/2022	651611	5174	31.37
783	LANCE W. CHARNES	F	08/05/2022	08/12/2022	651611	5174	35.59
783	LANCE W. CHARNES	F	08/19/2022	08/26/2022	651611	5174	35.59
783	LANCE W. CHARNES	F	09/02/2022	09/09/2022	651611	5174	36.19
783	LANCE W. CHARNES	F	09/16/2022	09/23/2022	651611	5174	30.46
783	LANCE W. CHARNES	F	09/30/2022	10/07/2022	651611	5174	36.19
783	LANCE W. CHARNES	F	10/14/2022	10/21/2022	651611	5174	37.40
783	LANCE W. CHARNES	F	10/28/2022	11/04/2022	651611	5174	38.30
783	LANCE W. CHARNES	F	11/11/2022	11/18/2022	651611	5174	36.80
783	LANCE W. CHARNES	F	11/25/2022	12/02/2022	651611	5174	25.94
783	LANCE W. CHARNES	F	12/09/2022	12/16/2022	651611	5174	38.00
783	LANCE W. CHARNES	F	12/23/2022	12/30/2022	651611	5174	33.78
783	LANCE W. CHARNES	F	01/06/2023	01/13/2023	651611	5174	18.70
783	LANCE W. CHARNES	F	01/20/2023	01/27/2023	651611	5174	36.19
783	LANCE W. CHARNES	F	02/03/2023	02/10/2023	651611	5174	36.19
783	LANCE W. CHARNES	F	02/17/2023	02/24/2023	651611	5174	36.49
783	LANCE W. CHARNES	F	03/03/2023	03/10/2023	651611	5174	35.89
783	LANCE W. CHARNES	F	03/17/2023	03/24/2023	651611	5174	26.84
783	LANCE W. CHARNES	F	03/31/2023	04/07/2023	651611	5174	37.10
783	LANCE W. CHARNES	F	04/14/2023	04/21/2023	651611	5174	36.80
783	LANCE W. CHARNES	F	04/28/2023	05/05/2023	651611	5174	38.00
783	LANCE W. CHARNES	F	05/12/2023	05/19/2023	651611	5174	44.03
783	LANCE W. CHARNES	F	05/26/2023	06/02/2023	651611	5174	60.92
783	LANCE W. CHARNES	F	06/09/2023	06/16/2023	651611	5174	14.48
783	LANCE W. CHARNES	F	06/09/2023	06/16/2023	651611	5174	14.48
783	LANCE W. CHARNES	F	06/23/2023	06/30/2023	651611	5174	35.59
	MEDICARE FRINGE TOTAL						913.66
0009	CALPERS UAL (MISC)						
783	LANCE W. CHARNES	F	06/24/2022	07/01/2022	651611	5184	198.82
783	LANCE W. CHARNES	F	07/08/2022	07/15/2022	651611	5184	183.24
783	LANCE W. CHARNES	F	07/22/2022	07/29/2022	651611	5184	397.02
783	LANCE W. CHARNES	F	08/05/2022	08/12/2022	651611	5184	450.47
783	LANCE W. CHARNES	F	08/19/2022	08/26/2022	651611	5184	450.47
783	LANCE W. CHARNES	F	09/02/2022	09/09/2022	651611	5184	458.10
783	LANCE W. CHARNES	F	09/16/2022	09/23/2022	651611	5184	385.57
783	LANCE W. CHARNES	F	09/30/2022	10/07/2022	651611	5184	458.10
783	LANCE W. CHARNES	F	10/14/2022	10/21/2022	651611	5184	473.37
783	LANCE W. CHARNES	F	10/28/2022	11/04/2022	651611	5184	484.83
783	LANCE W. CHARNES	F	11/11/2022	11/18/2022	651611	5184	465.74
783	LANCE W. CHARNES	F	11/25/2022	12/02/2022	651611	5184	328.31
783	LANCE W. CHARNES	F	12/09/2022	12/16/2022	651611	5184	481.01
783	LANCE W. CHARNES	F	12/23/2022	12/30/2022	651611	5184	427.56
783	LANCE W. CHARNES	F	01/06/2023	01/13/2023	651611	5184	236.69
783	LANCE W. CHARNES	F	01/20/2023	01/27/2023	651611	5184	458.10
783	LANCE W. CHARNES	F	02/03/2023	02/10/2023	651611	5184	458.10
783	LANCE W. CHARNES	F	02/17/2023	02/24/2023	651611	5184	461.92
783	LANCE W. CHARNES	F	03/03/2023	03/10/2023	651611	5184	454.29
783	LANCE W. CHARNES	F	03/17/2023	03/24/2023	651611	5184	339.76
783	LANCE W. CHARNES	F	03/31/2023	04/07/2023	651611	5184	469.56

SELECTION CRITERIA: detdist.empl_no=783 and detdist.rec_type in ('O','F') and checkhis.iss_date between '20220701 00:00:00.000' and

EMPLOYEE	NAME	TYPE	PAY DATE	CHECK DATE	ORGN/PROJ	ACCOUNT	AMOUNT
783	LANCE W. CHARNES	F	04/14/2023	04/21/2023	651611	5184	465.74
783	LANCE W. CHARNES	F	04/28/2023	05/05/2023	651611	5184	481.01
783	LANCE W. CHARNES	F	05/12/2023	05/19/2023	651611	5184	557.36
783	LANCE W. CHARNES	F	05/26/2023	06/02/2023	651611	5184	610.80
783	LANCE W. CHARNES	F	06/09/2023	06/16/2023	651611	5184	183.24
783	LANCE W. CHARNES	F	06/09/2023	06/16/2023	651611	5184	183.24
783	LANCE W. CHARNES	F	06/23/2023	06/30/2023	651611	5184	450.47
	CALPERS UAL (MISC) TOTAL						11,452.89
0041	PERS MISC ER TIER 3						
783	LANCE W. CHARNES	F	06/24/2022	07/01/2022	651611	5180	78.02
783	LANCE W. CHARNES	F	07/08/2022	07/15/2022	651611	5180	92.25
783	LANCE W. CHARNES	F	07/22/2022	07/29/2022	651611	5180	199.88
783	LANCE W. CHARNES	F	08/05/2022	08/12/2022	651611	5180	226.79
783	LANCE W. CHARNES	F	08/19/2022	08/26/2022	651611	5180	226.79
783	LANCE W. CHARNES	F	09/02/2022	09/09/2022	651611	5180	230.63
783	LANCE W. CHARNES	F	09/16/2022	09/23/2022	651611	5180	194.11
783	LANCE W. CHARNES	F	09/30/2022	10/07/2022	651611	5180	230.63
783	LANCE W. CHARNES	F	10/14/2022	10/21/2022	651611	5180	238.32
783	LANCE W. CHARNES	F	10/28/2022	11/04/2022	651611	5180	244.08
783	LANCE W. CHARNES	F	11/11/2022	11/18/2022	651611	5180	234.47
783	LANCE W. CHARNES	F	11/25/2022	12/02/2022	651611	5180	165.29
783	LANCE W. CHARNES	F	12/09/2022	12/16/2022	651611	5180	242.16
783	LANCE W. CHARNES	F	12/23/2022	12/30/2022	651611	5180	215.26
783	LANCE W. CHARNES	F	01/06/2023	01/13/2023	651611	5180	119.16
783	LANCE W. CHARNES	F	01/20/2023	01/27/2023	651611	5180	230.63
783	LANCE W. CHARNES	F	02/03/2023	02/10/2023	651611	5180	230.63
783	LANCE W. CHARNES	F	02/17/2023	02/24/2023	651611	5180	232.55
783	LANCE W. CHARNES	F	03/03/2023	03/10/2023	651611	5180	228.71
783	LANCE W. CHARNES	F	03/17/2023	03/24/2023	651611	5180	171.05
783	LANCE W. CHARNES	F	03/31/2023	04/07/2023	651611	5180	236.40
783	LANCE W. CHARNES	F	04/14/2023	04/21/2023	651611	5180	234.47
783	LANCE W. CHARNES	F	04/28/2023	05/05/2023	651611	5180	242.16
783	LANCE W. CHARNES	F	05/12/2023	05/19/2023	651611	5180	280.60
783	LANCE W. CHARNES	F	05/26/2023	06/02/2023	651611	5180	307.51
783	LANCE W. CHARNES	F	06/09/2023	06/16/2023	651611	5180	92.25
783	LANCE W. CHARNES	F	06/09/2023	06/16/2023	651611	5180	92.25
783	LANCE W. CHARNES	F	06/23/2023	06/30/2023	651611	5180	226.79
	PERS MISC ER TIER 3 TOTAL						5,743.84
008	OVERTIME TIME HALF						
783	LANCE W. CHARNES	O	05/26/2023	06/02/2023	651611	5130	873.60
	OVERTIME TIME HALF TOTAL						873.60
026	HRLY WITH CALPERS						
783	LANCE W. CHARNES	O	06/24/2022	07/01/2022	651611	5140	818.64
783	LANCE W. CHARNES	O	07/08/2022	07/15/2022	651611	5140	998.40
783	LANCE W. CHARNES	O	07/22/2022	07/29/2022	651611	5140	2,163.20
783	LANCE W. CHARNES	O	08/05/2022	08/12/2022	651611	5140	2,454.40
783	LANCE W. CHARNES	O	08/19/2022	08/26/2022	651611	5140	2,454.40

SELECTION CRITERIA: detdist.empl_no=783 and detdist.rec_type in ('O','F') and checkhis.iss_date between '20220701 00:00:00.000' and

EMPLOYEE	NAME	TYPE	PAY DATE	CHECK DATE	ORGN/PROJ	ACCOUNT	AMOUNT
783	LANCE W. CHARNES	O	09/02/2022	09/09/2022	651611	5140	2,496.00
783	LANCE W. CHARNES	O	09/16/2022	09/23/2022	651611	5140	2,100.80
783	LANCE W. CHARNES	O	09/30/2022	10/07/2022	651611	5140	2,496.00
783	LANCE W. CHARNES	O	10/14/2022	10/21/2022	651611	5140	2,579.20
783	LANCE W. CHARNES	O	10/28/2022	11/04/2022	651611	5140	2,641.60
783	LANCE W. CHARNES	O	11/11/2022	11/18/2022	651611	5140	2,537.60
783	LANCE W. CHARNES	O	11/25/2022	12/02/2022	651611	5140	1,788.80
783	LANCE W. CHARNES	O	12/09/2022	12/16/2022	651611	5140	2,620.80
783	LANCE W. CHARNES	O	12/23/2022	12/30/2022	651611	5140	2,329.60
783	LANCE W. CHARNES	O	01/06/2023	01/13/2023	651611	5140	1,289.60
783	LANCE W. CHARNES	O	01/20/2023	01/27/2023	651611	5140	2,496.00
783	LANCE W. CHARNES	O	02/03/2023	02/10/2023	651611	5140	2,496.00
783	LANCE W. CHARNES	O	02/17/2023	02/24/2023	651611	5140	2,516.80
783	LANCE W. CHARNES	O	03/03/2023	03/10/2023	651611	5140	2,475.20
783	LANCE W. CHARNES	O	03/17/2023	03/24/2023	651611	5140	1,851.20
783	LANCE W. CHARNES	O	03/31/2023	04/07/2023	651611	5140	2,558.40
783	LANCE W. CHARNES	O	04/14/2023	04/21/2023	651611	5140	2,537.60
783	LANCE W. CHARNES	O	04/28/2023	05/05/2023	651611	5140	2,620.80
783	LANCE W. CHARNES	O	05/12/2023	05/19/2023	651611	5140	3,036.80
783	LANCE W. CHARNES	O	05/26/2023	06/02/2023	651611	5140	3,328.00
783	LANCE W. CHARNES	O	06/09/2023	06/16/2023	651611	5140	998.40
783	LANCE W. CHARNES	O	06/09/2023	06/16/2023	651611	5140	998.40
783	LANCE W. CHARNES	O	06/23/2023	06/30/2023	651611	5140	2,454.40
		HRLY WITH CALPERS TOTAL					62,137.04
				TOTAL REPORT			81,121.03

SELECTION CRITERIA: detdist.empl_no=783 and detdist.pay_date between '20230701 00:00:00.000' and '20230930 00:00:00.000' and detdist

EMPLOYEE	NAME	TYPE	PAY DATE	ORGN/PROJ	ACCOUNT	AMOUNT
*FM	MEDICARE FRINGE					
783	LANCE W. CHARNES	F	07/07/2023	651611	5174	30.72
783	LANCE W. CHARNES	F	07/21/2023	651611	5174	37.05
783	LANCE W. CHARNES	F	08/04/2023	651611	5174	38.00
783	LANCE W. CHARNES	F	08/18/2023	651611	5174	37.68
783	LANCE W. CHARNES	F	09/01/2023	651611	5174	34.83
783	LANCE W. CHARNES	F	09/15/2023	651611	5174	33.57
	MEDICARE FRINGE TOTAL					211.85
0009	CALPERS UAL (MISC)					
783	LANCE W. CHARNES	F	07/07/2023	651611	5184	289.14
783	LANCE W. CHARNES	F	07/21/2023	651611	5184	348.76
783	LANCE W. CHARNES	F	08/04/2023	651611	5184	357.70
783	LANCE W. CHARNES	F	08/18/2023	651611	5184	354.72
783	LANCE W. CHARNES	F	09/01/2023	651611	5184	327.89
783	LANCE W. CHARNES	F	09/15/2023	651611	5184	315.97
	CALPERS UAL (MISC) TOTAL					1,994.18
0041	PERS MISC ER TIER 3					
783	LANCE W. CHARNES	F	07/07/2023	651611	5180	223.08
783	LANCE W. CHARNES	F	07/21/2023	651611	5180	269.07
783	LANCE W. CHARNES	F	08/04/2023	651611	5180	275.97
783	LANCE W. CHARNES	F	08/18/2023	651611	5180	273.67
783	LANCE W. CHARNES	F	09/01/2023	651611	5180	252.97
783	LANCE W. CHARNES	F	09/15/2023	651611	5180	243.77
	PERS MISC ER TIER 3 TOTAL					1,538.53
026	HRLY WITH CALPERS					
783	LANCE W. CHARNES	O	07/07/2023	651611	5140	2,118.48
783	LANCE W. CHARNES	O	07/21/2023	651611	5140	2,555.28
783	LANCE W. CHARNES	O	08/04/2023	651611	5140	2,620.80
783	LANCE W. CHARNES	O	08/18/2023	651611	5140	2,598.96
783	LANCE W. CHARNES	O	09/01/2023	651611	5140	2,402.40
783	LANCE W. CHARNES	O	09/15/2023	651611	5140	2,315.04
	HRLY WITH CALPERS TOTAL					14,610.96
	TOTAL REPORT					18,355.52

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA AUTHORIZING PERSONS HOLDING CERTAIN DESIGNATED POSITIONS TO EXECUTE URBAN AREA SECURITY INITIATIVE GRANT DOCUMENTS FOR AND ON BEHALF OF THE CITY OF BUENA PARK

To designate and authorize staff to execute the FY2022 grant agreement documents on behalf of the City of Buena Park. Persons in the designated positions will be authorized to execute all documents associated with the administration of grants and training opportunities awarded to Buena Park, or to apply for grants or grant-related activities available to the City's public safety entities.

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	CONSENT CALENDAR Item: F

Presented By	Prepared By
Bradley Geyer, Police Captain	Brad Geyer, Police Captain

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution authorizing the Police Chief or his designee to execute Urban Area Security Initiative (UASI) grant documents for and on behalf of the City of Buena Park; 2) Authorize the City Manager, Police Chief, or designated persons within the Buena Park Police Department to oversee and administer the projects associated with the Anaheim/Santa Ana UASI training and funding on behalf of the City; 3) Approve an agreement with the City of Anaheim for transfer or purchase of equipment/services or reimbursement of training costs; 4) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 5) Authorize the Police Chief to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On October 25, 2022, the City Council approved the FY2021 UASI Grant agreement with the Santa Ana Police Department to accept funding for reimbursement of training costs.

DISCUSSION

The U.S. Department of Homeland Security, through the State of California Emergency Management Agency, has authorized the City of Anaheim to allocated funds from the County. The Anaheim/Santa Ana Urban Area (ASAUA) oversees and distributes these funds, with the majority of the funds going to Emergency Operations Training, including Community Emergency Response Teams (CERT), various communications enhancements, and some equipment requests. The Buena Park Police Department is a sub-recipient of this grant.

At this time, the police department does not expect any funding from this program. However, the proposed resolution and agreement would allow the City to accept those funds, should they become available, and allow specified personnel, the City Manager, Police Chief, and Support Services Division Commander/Police Captain, to manage and/or execute any

necessary documents related to the grant on behalf of the City. If funds do become available, those monies would likely be used to reimburse the City for overtime expended in UASI-sanctioned training.

BUDGET IMPACT

There is no budget impact for this program. However, the proposed resolution and agreement would allow the City to accept and use grant funds for this purpose, should they become available. Available funds would likely be used to reimburse the City for overtime expenses in UASI-sanctioned training.

Attachments

UASI Resolution for FY 2022 Grant.pdf

2023 UASI Sub-Agreement - FY 2022 Grant.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA AUTHORIZING PERSONS HOLDING CERTAIN DESIGNATED POSITIONS TO EXECUTE URBAN AREA SECURITY INITIATIVE GRANT DOCUMENTS FOR AND ON BEHALF OF THE CITY OF BUENA PARK

WHEREAS, the City of Buena Park (the "City") regularly accesses funding and training assistance funded by grants established by the Department of Homeland Security (hereinafter collectively referred to as "Eligible Grants") from the Federal Department of Homeland Security and administered by the Anaheim/Santa Ana Urban Area Security Initiative (ASAUASI); and

WHEREAS, part of such applications for Eligible Grants, the Anaheim/Santa Ana Urban Areas Security Initiative requires the City to maintain a Resolution with authorization from the City Council, authorizing persons holding specific positions to act on behalf of the City, and designates and/or affirms that the City official executing the grant agreement is authorized to do so.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby find, determine and resolve as follows:

Section 1 The following City officials are the City's agents for purposes of applying and obtaining Eligible Grants, executing grant agreements and other required documents, and taking any actions necessary to implement such grant agreements and other required documents:

City Manager, Chief of Police, and the Police Captain – Support Services Division Commander.

PASSED AND ADOPTED this 24th day of October 2023, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 24th day of October, 2023.

_____
City Clerk

AGREEMENT

SUB-RECIPIENT: CITY OF BUENA PARK

City Contract Number _____

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EXHIBITS

Exhibit A	CalOES FY2022 Grant Assurances
Exhibit B	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit C	Certification Regarding Lobbying

Agreement Number:_____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR

REIMBURSEMENT OF TRAINING COSTS

FOR FY2022 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF ANAHEIM
AND CITY OF BUENA PARK

THIS AGREEMENT is made and entered into this ___ day of _____ 20___, by and between the CITY OF ANAHEIM, a municipal corporation (the "CITY"), and CITY OF BUENA PARK (the "SUB-RECIPIENT" or "Contractor").

W I T N E S S E T H

WHEREAS, CITY, acting through the Anaheim Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2022 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2022 Urban Areas Security Initiative" from the federal Department Of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2022 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo

California Office of Emergency Services "FY2022 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY-2022-HSGP-State-Supplement.pdf

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF ANAHEIM ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2022 UASI Grant of $5,113,750 ("Grant Funds") to the CITY OF ANAHEIM, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Anaheim Police Department, Emergency Management Director ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2022 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF BUENA PARK ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I

INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The CITY, a municipal corporation, having its principal office at 425 South Harbor Boulevard, Anaheim, CA 92805; and

B. CITY OF BUENA PARK, a municipal corporation, 6650 Beach Boulevard, 2nd Floor, Buena Park, CA 90622

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the City of Anaheim shall be, unless otherwise stated in the Agreement:

Richard LaRochelle, Lieutenant
Anaheim Police Department
425 South Harbor Boulevard
Anaheim, CA 92805
Phone: (714) 765-1523
rlarochelle@anaheim.net

2. The representative of CITY OF BUENA PARK shall be:

Name:_____

Title: _____

Sub Recipient Name: _____

Sub Recipient Address: _____

City_____ State: _____ Zip:_____

Phone: _____

E-mail: _____

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF ANAHEIM. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF ANAHEIM by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF ANAHEIM.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF ANAHEIM, unless otherwise exempted.

A. Grant Assurances in accordance with section 413C of this Agreement attached hereto as Exhibit A and made part hereof.

B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 413A12 of this Agreement and attached hereto as Exhibit B and made a part hereof.

C. Certifications and Disclosures Regarding Lobbying in accordance with Section 413A4 of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 08/09/2023 and end on 3/31/2025 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided.

B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.

C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2022 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at https://www.fema.gov/authorized-equipment-list, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;

3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;

4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one (1) year or more.

5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i)use and

condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.

9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.

10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.

11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.

12. SUB-RECIPIENT shall contact the ASAUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASAUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.

E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2022 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at https://cdp.dhs.gov/.

F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2022 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at https://www.fema.gov/media-library/assets/documents/32326.

G. Any planning paid pursuant to this Agreement shall conform to the guidelines

as listed in FY2022 Homeland Security Grant Program, as set forth above.

H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2022 Homeland Security Grant Program, as set forth above.

III
PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Anaheim Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.

B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Anaheim UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.

C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.

D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.

E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, 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 of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over $250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Anaheim, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" includes but is not limited to:

a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship

between said person and the Contractor.

E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.

G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and

administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

   SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

   If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2022 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2022-0043; and identify the City of Anaheim as the Pass-Through.

3. Records Maintenance

   Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

4. Subcontracts and Procurement

   SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and

construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

5. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

6. Telecommunications (2 CFR 200.216)

SUBRECIPIENT will comply with FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds on Covered Telecommunication Equipment or Services (Interim), which prohibits grant recipients and subrecipients from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or to enter into a contract (or

extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2022 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

   Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

   Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum

on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed as one original. This Agreement includes twenty-two (22) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF BUENA PARK have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

By:_____
Theresa Bass
Clerk of the Council

APPROVED AS TO FORM:

By:_____
Kristin Pelletier
Chief Assistant City Attorney

CITY OF ANAHEIM, a municipal Corporation of the State of California

By:_____
Rick Armendariz
Chief of Police

SUB-RECIPIENT
CITY OF BUENA PARK
UEI No. SVZ5KRE9KFC3

By: _____

Printed Name _____

Title
_____

APPROVED AS TO FORM

By:_____

Printed Name _____

Title
_____

EXHIBIT A

California Governor's Office of Emergency Services
FY2022 Grant Assurances
(All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

Initials _____

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
(l) California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);

Initials _____

(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

Initials _____

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and

(e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant

in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Initials _____

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Initials _____

33. **Terrorist Financing**
The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. **Reporting of Matters Related to Recipient Integrity and Performance**
If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. **USA Patriot Act of 2001**
The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. **Use of DHS Seal, Logo, and Flags**
The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. **Performance Goals**
In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. **Applicability of DHS Standard Terms and Conditions to Tribes**
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**
The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant/Subrecipient:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Initials _____

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____ Address:_____

Authorized Agent Signature

_____ _____

Printed or Typed Name

_____ _____

Title

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER: _____

_____

AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____

SIGNATURE DATE

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR SUSTAINABLE TRANSPORTATION PLANNING GRANTS

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	CONSENT CALENDAR Item: G

Presented By	Prepared By
Norm Wray, Sr. Engineering Technician	Mina Mikhael, Director of Public Works/City Engineer

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a Resolution authorizing the Director of Public Works to execute certain agreements with the California Department of Transportation (Caltrans).

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

On March 7, 2023, staff submitted an application for the California Sustainable Transportation Planning Grant Program (STPGP). The application was the Buena Park Safe Routes to School (SRTS) Plan. The City of Buena Park's (City) Safe Routes to School (SRTS) Plan will provide clear implementable recommendations to create safer, more comfortable walking and bicycling options for Buena Park students, their families, and residents near 16 public elementary, middle, and high schools in Buena Park. School sites include Centralia Elementary, Savanna Elementary, Anaheim Union High District, and Fullerton Joint Union High School Districts.

The specific project objectives include:

- Providing safer, more comfortable walking and bicycling options for Buena Park students, their families, and residents.
- Promote walking and bicycling to improve health.
- Address equity concerns by improving accessibility to/from schools without vehicle use, particularly for underserved communities.
- Reduce emissions of greenhouse gases related to vehicle travel by increasing the number of Buena Park students, their families, and residents who choose to walk or ride a bike to, from, and around schools.
- Identify traffic safety, infrastructure, and programmatic barriers to walking and bicycling to, from, and around schools in Buena Park.

- Identify prioritized infrastructure and programs based in identified needs and best practices.
- Identify evaluation metrics to determine if the Buena Park SRTS Plan is meeting project objectives.

The anticipated cost for the SRTS Plan is $459,150.

On August 31, 2023, staff received a conditional notice of award from Caltrans advising the grant application was conceptually approved and additional documentation was required in order to receive the final approval. One of the requirements is approval of the attached resolution. Caltrans requires that the City Council explicitly authorize the Director of Public Works to execute agreements on behalf of the City, related to the STPGP grants. The attached resolution has been reviewed and approved by the City Attorney, and incorporates language recommended by Caltrans.

BUDGET IMPACT

There is no direct budget impact with the adoption of this resolution. However, if approved, the City will execute a contract with Caltrans for the STPGP grant at a later date. The grant would cover $405,150 of the $459,150 cost of developing the Buena Park SRTS Plan (approximately 88.24%). The City's matching portion would be $54,000 (11.76%). The City would be initially responsible for the entire $459,150 cost of the project, and would receive $405,150 as the grant reimbursement.

Attachments

Resolution.pdf

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF BUENA PARK, CALIFORNIA, AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CITY OF BUENA PARK SUSTAINABLE TRANSPORTATION PLANNING GRANT (STPG) SAFE ROUTES TO SCHOOL (SRTS) PLAN

WHEREAS, the City Council of the City of Buena Park is eligible to receive Federal and/or State funding for certain transportation planning related plans through the California Department of Transportation;

WHEREAS, a Restricted Grant Agreement is needed to be executed with the California Department of Transportation before such funds can be reimbursed through the transportation Planning Grant Program, and;

WHEREAS, the City Council for the City of Buena Park has previously approved a “safe routes to school” plan and wishes to delegate authorization to execute associated Restricted Grant Agreements and any amendments thereto to the Director of Public Works.

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

SECTION 1: The City Council of the City of Buena Park authorizes the Director of Public Works, or his/her designee, to execute all Restricted Grant Agreements and any amendments thereto with the California Department of Transportation that relate to “safe routs to school” transportation plans approved by the City Council.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution, and it shall become effective immediately and expire one (1) calendar year from the date of adoption.

PASSED AND ADOPTED this 24th day of October, 2023, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 24th day of October, 2023.

_____
City Clerk

City of Buena Park

City Council Regular Meeting Agenda Report

PROCLAMATION RECOGNIZING NOVEMBER 2023 AS DISABILITY EMPLOYMENT AWARENESS MONTH

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	CONSENT CALENDAR Item: H

Presented By	Prepared By
	Angelica Lopez, Administrative Assistant

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Approve proclamation.

Attachments

Disability Employment Awareness Month.pdf

DISABILITY EMPOLYMENT AWARENESS MONTH
NOVEMBER 2023

WHEREAS, *the City of Buena Park recognizes the importance of fostering an inclusive community that celebrates the talents and contributions of all its residents; and,*

WHEREAS, *Disability Employment Awareness Month promotes awareness of disability employment issues and celebrates the many and varied contributions of America's workers with disabilities; and*

WHEREAS, *the City of Buena Park is committed to supporting the rights of individuals with disabilities, including equal access to employment opportunities; and,*

WHEREAS, *the Dayle McIntosh Center for the Disabled has been a steadfast advocate for empowering individuals with disabilities and promoting their active participation in the workforce; and,*

WHEREAS, *the City of Buena Park values and supports the work of organizations like the Dayle McIntosh Center for the Disabled in their efforts to create a more inclusive workforce.*

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby recognize November 2023 as "Disability Employment Awareness Month" and encourages all residents to recognize the valuable contributions individuals with disabilities make to our community and to promote the employment and inclusion of people with disabilities in all areas of community life.

PASSED AND ADOPTED this 24th day of October 2023.

Arthur C. Brown
Mayor

Susan Sonne
Mayor Pro Tem

Joyce Ahn
Council Member

José Trinidad Castañeda
Council Member

Connor Traut
Council Member

City of Buena Park

City Council Regular Meeting Agenda Report

PROFESSIONAL SERVICES AGREEMENTS WITH SLADDEN ENGINEERING, INC., MTGL, INC., GROUP DELTA CONSULTANTS, INC., GEO ADVANTEC, INC., AND ASSOCIATED SOILS ENGINEERING, INC.

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	NEW BUSINESS Item: A

Presented By	Prepared By
Cesar Ortiz, P.E., Principal Engineer	Mina Mikhael, Director of Public Works/City Engineer

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a professional services agreement with Sladden Engineering, Inc. to provide on-call geotechnical inspection and material testing services without a guaranteed minimum and a not-to-exceed amount of $200,000; 2) Approve a professional services agreement with MTGL, Inc. to provide on-call geotechnical inspection and material testing services without a guaranteed minimum and a not-to-exceed amount of $200,000; 3) Approve a professional services agreement with Group Delta, Inc. to provide on-call geotechnical inspection and material testing services without a guaranteed minimum and a not-to-exceed amount of $200,000; 4) Approve a professional services agreement with Geo Advantec, Inc. to provide on-call geotechnical inspection and material testing services without a guaranteed minimum and a not-to-exceed amount of $200,000; 5) Approve a professional services agreement with Associated Soils Engineering, Inc. to provide on-call geotechnical inspection and material testing services without a guaranteed minimum and a not-to-exceed amount of $200,000; 6) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to any of the agreements; and, 7) Authorize the City Manager and the City Clerk to execute the agreements.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City has a robust capital improvement program. Professional services in the areas of geotechnical inspection and material testing are often required during the design and construction phases of projects. These services provide information regarding the existing and proposed pavement conditions that are used for the construction of the City's Capital Improvement Projects. For the past two years, staff has been using the "on-call" geotechnical inspection and material testing services and staff have been able to expedite the project schedules significantly.

In an effort to continue streamlining project delivery and provide readily available technical support, staff issued a Request for Proposals (RFP) to provide on-call geotechnical inspection and material testing services on September 21, 2023. By

October 6, 2023, staff received five (5) proposals from qualified firms. Previous experience working with these firms indicate satisfactory proficiency and experience to provide the required services.

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

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

BUDGET IMPACT

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

Attachments

PSA No. 23-30 - Sladden.pdf

Sladden On Call Testing Services Proposal.pdf

PSA No. 23-31 - MTGL.pdf

MTGL Proposal.pdf

PSA No. 23-32 - Group Delta.pdf

Group Delta Consultants_ Proposal for On-Call Geotechnical and Materials Testing_10-06-2023.pdf

PSA No. 23-33 - Geo Advantec.pdf

GAI Proposal_On-Call Geotechnical and Materials Testing Services_100623.pdf

ASE On-Call Geotech SOQ.pdf

PSA No. 23-34 - ASE.pdf

PROFESSIONAL SERVICES AGREEMENT

NO. 23-30

DATE: **11/01/2023**

PROJECT: **On-Call Professional Geotechnical Inspection and Material Testing Services**

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: **Mina Mikhael**

Title: **Director of Public Works/ City Engineer**

Telephone: **(714) 562-3672**

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

THE CONSULTANT **Sladden Engineering, Inc.**

Name of Business

Representative: Name: **Brett Anderson**

Title: **President**

Telephone: **(714) 523-0952**

Address: **6782 Stanton Ave, Suite C**
Buena Park, CA 90621

TERM OF SERVICE:

Commencement Date: **November 1, 2023**

Completion Date: **October 31, 2025**

CONTRACT AMOUNT: **No Guaranteed Minimum; Total Value Not-to-Exceed $200,000**

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

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

APPROVED: _____ DATE: _____

This Agreement for On-Call Professional Surveying Services ("Agreement") is dated **November 1, 2023**, and is between **Sladden Engineering, Inc.**, a California corporation (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT and the CITY are sometimes referred to herein jointly as the "Parties" and singularly as "Party".

R E C I T A L S

A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to provide and perform on-call professional surveying services on the terms and conditions set forth herein (collectively, the "Services").

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

The Parties therefore agree as follows:

1.0 EMPLOYMENT OF CONSULTANT. The CITY hereby engage the CONSULTANT to provide, and the CONSULTANT hereby agrees to provide for the City, the Services described on the terms and conditions set forth in this Agreement.

2.0 SCOPE OF SERVICES. During the term of this Agreement, the CONSULTANT shall provide and perform the on-call professional surveying services that are set forth in *CONSULTANT's PROPOSAL* dated September 2, 2023 and attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction and subject to receipt of a written task order from the City. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the CONSULTANT shall provide the Services under the direction of the Desiganted Official (or his/her designee). The CONSULTANT shall commence performance of the Services upon receipt of a written notice or task order from the Designated Official authorizing the CONSULTANT to proceed, and only to the extent of such authorization or task order. The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice to proceed or task order from the Designated Official and shall perform the Services in a timely, and diligent manner.

4.0 TERM. The term of this Agreement shall commence on **November 1, 2023**, and shall remain in full force and effect until **October 31, 2025**, unless sooner terminated as provided in Section 10 of this Agreement.

5.0 COMPENSATION. The CONSULTANT shall perform the Services described in each task at the direction of the CITY, and CITY shall pay CONSULTANT in consideration for such Services on a time and materials basis as enumerated in the fee schedule included in CONSULTANT's PROPOSAL attached hereto as Exhibit "A". The maximum "NOT-TO-EXCEED"

compensation amount, including reimbursement for expenses, if any, that the CONSULTANT is entitled to receive pursuant to this Agreement shall equal to the total value of task orders for Services approved by the City, provided that in no event shall the aggregate compensation paid to CONSULTANT under this Agreement exceed the sum of TWO HUNDRED THOUSAND DOLLARS (**$200,000**). No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

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

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

8.0 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. 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. 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. 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.

9.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, 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 Consultant's negligence or intentional misconduct in the performance of its services under this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY and the Indemnitees. The CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

9.1 Indemnity for Design Professional Services. To the fullest extent permitted by law, and subject to the provisions of California Civil Code 2782.8, the CONSULTANT shall, at its sole cost and expense, indemnify and hold harmless the CITY, its elected officials, officers, employees, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of the CONSULTANT, or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that the CONSULTANT shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code § 2782.8(c)(2).

9.2 Other Indemnities. Other than in the performance of professional design services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, to protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all direct (but not consequential) damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligent acts or omissions or willful misconduct of CONSULTANT, 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, except to the extent that Damages arise or result from the negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall, subject to the provisions of Civil Code 2782.8, defend the Indemnitees in any action or actions filed in connection with any

Damages, 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 the Indemnitees in connection therewith.

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

9.4 The CONSULTANT's covenant under this Section 9.0 shall survive theexpiration or termination of this Agreement for the period of any applicable statute of limitations governing a claim.

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

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

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

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

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

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

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

(d) Professional Liability Insurance

12.2 Minimum Limits of Insurance. The CONSULTANT shall maintain insurance coverage limits not 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 the Services/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages.

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

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

(d) Professional liability: $1,000,000 per claim, with an extended reporting period of not less than 2 years.

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

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

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

(b) Additional Insured Endorsements shall not:

(1) Be limited to "Ongoing Operations";

(2) Exclude "Contractual Operations";

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

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

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

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

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

12.5 Other Insurance Provisions. The CONSULTANT and the CITY further agree as follows:

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

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

(d) Any actual or alleged failure on the part of the 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 the CITY or any additional insured, in this or any other regard.

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

(f) The CONSULTANT shall provide immediate notice to the CITY of any claim or loss against the CONSULTANT that includes the CITY or any of the Additional Insureds as a defendant. The CITY assumes no obligation or liability from the notice. The CITY

shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve the CITY.

12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

12.7 Verification of Coverage. The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the CITY or on such other forms approved by the CITY in writing, and amended to conform to the CITY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the CITY prior to the expiration of the affected coverages. The CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the CITY upon request.

12.8 Subcontractors. The 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 Servicesby the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

13.0 WORK PRODUCT.

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

13.2 Ownership.

(a) 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 the CONSULTANT

in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of the 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 the CITY upon final payment being made. The CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

(b) The CONSULTANT hereby assigns to the 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 the CITY pursuant to subsection (a) above.

(c) The 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, the 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. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the 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 the 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 the 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 the 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. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Servicesassigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

13.4 Records. The 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 the CITY or the Designated Official. The 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, the CONSULTANT shall provide access to such books and records to the Designated Official, or his or her designees, and shall give the Designated Official, or his or her designees, the right to

examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the 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 the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "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. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

15.2 Permits and Licenses. The 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 the performance of services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval , perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

15.5 Accomplishment of Services. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

15.6 Captions for Convenience Only. 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.

15.7 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.

15.8 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 the CONSULTANT's and the CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

15.9 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.

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

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies. Further, this Agreement may call for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," the CONSULTANT shall comply in all respects with the all

applicable provisions of the California Labor Code, including those set forth in Exhibit B, attached hereto.

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

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

15.15 Integrated Agreement and Modificaiton of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between the CITY and the 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.

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

15.17 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY's request for proposals, if any, shall prevail.

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

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

CITY OF BUENA PARK	CONSULTANT*
a California municipal corporation	**Sladden Engineering, Inc.**
	Name of Business
Signature	Signature
Name: Aaron France	Name: **Brett Anderson**
Title: City Manager	Title: **President**
	Signature
	Name: **Mathew Cohrt**
	Title: **Vice President**

* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.**

ATTEST:
(SEAL)

Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

Christopher G. Cardinale, City Attorney

APPROVED: _____ DATE: _____

PROPOSAL TO PROVIDE
ON CALL GEOTECHNICAL
AND MATERIALS TESTING SERVICES
REQUEST FOR PROPOSAL ISSUED:
SEPTEMBER 21, 2023
BUENA PARK, CALIFORNIA

-Prepared By-

Sladden Engineering

6782 Stanton Avenue, Suite C
Buena Park, California 90621
(714) 523-0952

Sladden Engineering

45090 Golf Center Parkway, Suite F, Indio, CA. 92201 (760) 863-0713
6782 Stanton Avenue Suite C, Buena Park, CA 90621 (714) 523-0952
450 Egan Avenue, Beaumont, CA 92223 (951) 845-7743
www.Sladdenengineering.com

September 29, 2023 SBP 23-09-092

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

Project: On Call Geotechnical & Materials Testing Services
Buena Park, California

Sladden Engineering is pleased to submit the attached summary of qualifications and proposal to provide Geotechnical and Materials Testing services for the City of Buena Park, California on an "On Call" basis.

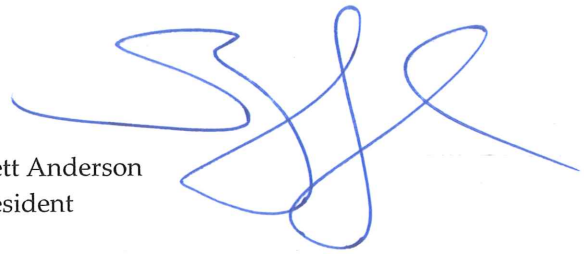
Sladden Engineering has been providing geotechnical and construction materials testing services since it was founded in 1959 and has proven experience with thousands of projects throughout Southern California. Having performed geotechnical and construction materials testing services on hundreds of projects within Los Angeles County, Orange County and dozens of projects within the City of Buena Park, Sladden Engineering is uniquely qualified to provide the requested geotechnical and construction materials testing services.

As Principal Engineer, Brett L. Anderson will be responsible for managing and oversight of the geotechnical and materials testing services to be provided by Sladden Engineering on an on-call basis. The work will be managed out of the local Buena Park office (714) 523-0952

Sladden Engineering appreciates the opportunity to provide the On Call Geotechnical and Construction Materials Testing services requested for the City of Buena Park.

If you have any questions regarding this submittal or the capabilities of Sladden Engineering, please contact the undersigned

Respectfully Submitted,
SLADDEN ENGINEERING



Brett Anderson
President

SLADDEN ENGINEERING
BACKGROUND AND OFFICE INFORMATION

Sladden Engineering is a geotechnical engineering and geological consulting firm initially founded in 1959. Sladden Engineering has a long history as a highly respected geotechnical consulting and materials testing firm that has been proven with the completion of thousands of successful projects throughout Southern California. Sladden Engineering's extensive project experience along with our highly qualified and experienced professionals and our multiple office locations throughout Southern California allows us to meet the diverse and expanding needs of our clients. Sladden Engineering has completed hundreds of public works projects with dozens of municipalities and agencies including numerous projects for the City of Buena Park.

Our Caltrans certified geotechnical and soil material testing laboratory offers comprehensive testing services that enable our firm to provide timely and accurate test results.

Sladden Engineering has on staff three professional engineers, two professional geologists and numerous highly experienced technicians and Inspectors.

Office Locations and Contacts

Los Angeles / Orange County – Mr. Brett L. Anderson
6782 Stanton Avenue, Suite C
Buena Park, California 90621
Phone: (714) 523-0952

Coachella Valley –Indio – Mr. James W. Minor III
45090 Golf Center Parkway, Suite F
Indio, California 92201
Phone: (760) 863-0713
Fax: (760) 863-0847

Beaumont – Mr. Matthew J. Cohrt
450 Egan Avenue
Beaumont, California 92223
Phone: (951) 845-7743
Fax: (951) 845-8863

SLADDEN ENGINEERING PERSONNEL

Sladden Engineering will service the City of Buena Park projects from the Buena Park office with support from the Beaumont office as needed. Although the majority of the work for the City of Buena Park will be performed by local personnel, all of the listed personnel will be available for service to this project. Resumes of our Key Personnel are attached.

Key personnel for the City of Buena Park projects include:

Principal Engineer:

Mr. Brett Anderson

Supporting Engineers:

Mr. Frank Gorman
Dr. John Nielsen

Certified Engineering Geologist:

Mr. Matthew J. Cohrt

Professional Geologist

Mr. James W. Minor III

Project Manager:

Mr. Brett Anderson

Laboratory Manager:

Mr. Terry Bridenstine

Field Technicians:

Mr. Brad Hulbert
Mr. Rodney Orsat
Mr. Joshua Hanson
Mr. Ryan Reid
Mr. Sean Doyle
Mr. Juan Serrato
Mr. Angel Fuentes
Mr. Robert Farabaugh

Deputy Inspectors

Mr. Brad Hulburt
Mr. Joshua Hanson
Mr. Ryan Reid

REFERENCES	
REFERENCE #1	
NAME OF FIRM	City of Arcadia – Engineering
ADDRESS	240 West Huntington Drive
CITY, STATE, ZIP CODE	Arcadia, California 91066-6021
TELEPHONE #	(626) 574-5429
CONTACT	Kevin Merrill
E-MAIL ADDRESS	kmerrill@arcadiaca.gov
PROJECT NAME	Huntington Drive & Miscellaneous Arterial Rehabilitation Projects.
COMPLETION DATE	2020
APPROX. COST	$1,500,000.00
REFERENCE #2	
NAME OF FIRM	City of Arcadia – Public Works
ADDRESS	11800 Goldring Road
CITY, STATE, ZIP CODE	Arcadia, California 91066
TELEPHONE #	(626) 254-2726
CONTACT	Jan Balanay
E-MAIL ADDRESS	jbalanay@arcadiaca.gov
PROJECT NAME	2019/2020 Pavement Rehabilitation Program
COMPLETION DATE	2020
APPROX. COST	$950,000.00
REFERENCE #3	
NAME OF FIRM	City of Palm Desert
ADDRESS	73510 Fred Waring Drive
CITY, STATE, ZIP CODE	Palm Desert, California 92260
TELEPHONE #	(760) 346-0611
CONTACT	Ryan Gayler
E-MAIL ADDRESS	rgayler@cityofpalmdesert.org
PROJECT NAME	Monterey Avenue Pavement Rehabilitation
COMPLETION DATE	2019
APPROX. COST	$2,400,000.00

Sladden Engineering

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6782 Stanton Avenue, Suite C, Buena Park, CA 90621 (714) 523-0952
450 Egan Avenue, Beaumont, CA 92223 (951) 845-7743
www.Sladdenengineering.com

October 5, 2023 SBP 23-09-092

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

Project: On Call Geotechnical and Materials Testing Services
Buena Park, California

We are pleased to submit the following proposal to provide the geotechnical and construction materials testing services as outlined herein for the City of Buena Park. The proposed scope described herein and the associated fees for our services are based upon our review of the Request for Proposals dated September 21, 2023 and our previous experience with on call services for other municipalities and the City of Buena Park.

SCOPE OF SERVICES:

Services would include field compaction testing and material sampling during the various phases of public works projects. Geotechnical and Material testing services would be performed on a continuous and/or intermittent basis dependent on the project needs. Testing services will include material sampling, field compaction testing and the associated laboratory testing necessary to evaluate (and document) compliance with the project specifications. Testing will be performed in accordance with appropriate ASTM or Caltrans test standards.

FEES:

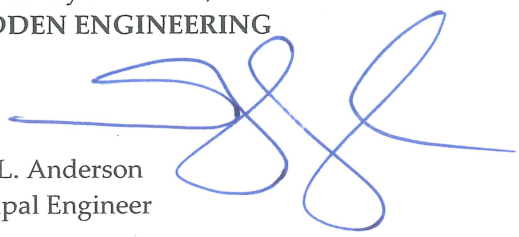
The fees for testing services will be dependent on contractor scheduling and project sequencing. Fees will be invoiced at the following hourly rates. Field technician's time will be invoiced in two-hour increments. **It is our understanding that this is a prevailing wage project.**

Field Technician (Prevailing Wage) $140.00/hour
Deputy Inspector (Prevailing Wage).....$140.00/hour
Project Engineer $250.00/hour

Laboratory testing will be performed as dictated by soil conditions and the project specifications and will be invoiced on a per test basis. The costs for individual tests are indicated on the Fee Schedule included with this proposal.

Sladden Engineering expects to sign the standard Professional Services Agreement with the City of Buena Park. Sladden Engineering is very familiar with DIR reporting requirements.

Respectively submitted,
SLADDEN ENGINEERING



Brett L. Anderson
Principal Engineer

Attachments:
Terms and Conditions rev 3.0 2/09
Schedule of Fees 2023

Sladden Engineering

45090 Golf Center Parkway, Suite F, Indio, CA. 92201 (760) 863-0713
6782 Stanton Avenue Suite C, Buena Park, CA 90621 (714) 523-0952
450 Egan Avenue, Beaumont, CA 92223 (951) 845-7743
www.Sladdenengineering.com

2023 SCHEDULE OF FEES

GENERAL SCOPE OF SERVICES

Sladden Engineering provides professional services in the field of soil mechanics, geology, foundation design and earthwork engineering in accordance with generally accepted practices at the time of service. No warranty, either expressed or implied, is granted as a part of the performance of our work. Sladden Engineering does not provide services related to construction safety and shall be held harmless from any liability related to safety issues.

In the event that the client requests termination of work prior to completion, we reserve the right to complete (at the client's expense) any analysis or testing considered necessary to complete our records and protect our professional reputation.

PROFESSIONAL SERVICES

Principal Engineer/Geologist ..... $250.00 per hour
Principal Engineer/Geologist (Expert Witness)..... $500.00 per hour
Project Engineer/Geologist.....$175.00 per hour
Staff Engineer/Geologist.....$150.00 per hour

TESTING AND INSPECTION SERVICES

Soil Technician..... $110.00 per hour
Senior Soil Technician (Requested) .....$120.00 per hour
Soil Technician – Prevailing Wage .....$140.00 per hour
Deputy Grading Inspector.....$120.00 per hour
Special Inspection .....$110.00 per hour
Special Inspection – Prevailing Wage .....$140.00 per hour
Administration/Secretarial .....$85.00 per hour
Report Preparation .....$110.00 per hour
Travel Time .....$110.00 per hour

TESTING AND INSPECTION SERVICES (NIGHTS* AND WEEKENDS)

Soil Technician .....$165.00 per hour
Soil Technician – Prevailing Wage.....$210.00 per hour
Special Inspection .....$165.00 per hour
Special Inspection – Prevailing Wage.....$210.00 per hour
Deputy Grading Inspector.....$180.00 per hour
Travel Time ..... $165.00 per hour

***3:30PM – 7:00AM**
**** Sunday and Holidays Double Time**

Minimum Charges**: For field testing and show-up time, there will be a minimum charge of two hours, with subsequent increments of two hours, regardless of whether any testing is conducted. Reimbursable expenses will be billed at cost plus 15%. Additionally, during weekends and holidays, charges will be calculated in four-hour increments with a minimum of four hours.

Cancellation Charges: In the event of a cancellation within 12 hours of the scheduled testing/inspection, a minimum charge of four hours at the applicable billing rate will be incurred.

Sladden Engineering



Statement of Qualifications

Geotechnical
Geological
Material Testing and Special Inspection

Ver10.3

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Sladden Engineering

As one of the oldest and most experienced soil engineering and materials testing firms in Southern California, Sladden Engineering has completed more than 15,000 projects all over Southern California.

SLADDEN ENGINEERING'S BACKGROUND

Sladden Engineering is a geotechnical engineering and geological consulting firm initially founded in 1959. Sladden Engineering has a long history as a highly respected geotechnical consulting firm that has been involved with thousands of successful projects throughout Southern California. Sladden Engineering's extensive project experience along with our highly qualified and experienced professionals and our multiple office locations throughout Southern California allows us to meet the diverse and expanding needs of our clients.

Our in-house geotechnical and construction materials testing laboratory offers comprehensive testing services that enable our firm to provide timely and accurate test results.



Indian Wells Tennis Garden, Indian Wells, California

Sladden Engineering

OFFICE LOCATIONS AND CONTACTS

Los Angeles / Orange County – Mr. Brett Anderson

6782 Stanton Avenue, Suite C
Buena Park, CA 90621
Phone: (714) 523-0952
banderson@sladdenengineering.com

Coachella Valley – Indio – Mr. Brett Anderson, Mr. Matt Cohrt

45090 Golf Center Parkway, Suite F
Indio, CA 92201
Phone: (760) 863-0713
Fax: (760) 863-0847
banderson@sladdenengineering.com
mcohrt@sladdenengineering.com

Inland Empire:

Beaumont – Mr. Frank Gorman, Mr. Matt Cohrt

450 Egan Avenue
Beaumont, CA 92223
Phone: (951) 845-7743
Fax: (951) 845-8863
fgorman@sladdenengineering.com
mcohrt@sladdenengineering.com

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Sladden Engineering

Our professional recommendations are designed to provide the best value with the most appropriate solution for each project.

CORPORATE PHILOSOPHY

We strive to be a team player that makes an impact on the project by making the best of the conditions no matter what the situation. Projects are managed on a daily basis with special emphasis on quality assurance. This provides assurance to our clients that they have the most qualified consultant on their team with appropriate knowledge, expertise and technical skills that are needed to complete the project.

We strive to meet our commitments to every client each on every project regardless of project size, location, or complexity. Since most projects are invariably subject to financial constraints, time is a critical factor. We work hard to complete every project in a timely manner, and within the authorized budget.



Bighorn Golf Club, Palm Desert, California

Sladden Engineering

All of our projects are managed with the ultimate goal of providing technically sound, practical and economically viable, solutions for our clients.

PROJECT MANAGEMENT

At Sladden Engineering, all of our projects are managed with the ultimate goal of providing technically sound, practical and economically viable solutions for our clients. This objective is achieved by understanding specific site conditions, engineering requirements, construction methods and costs, as well as the client's needs.

Sladden Engineering's philosophy is to apply contemporary geotechnical engineering theory and engineering judgment in predicting the behavior of earth materials under project conditions. Pertinent field and laboratory data obtained from each project site are used to determine soils characteristics and provide geotechnical engineering parameters for project design and construction.



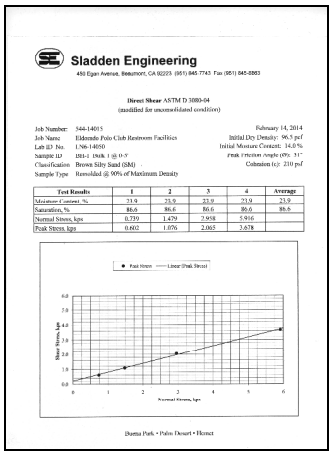


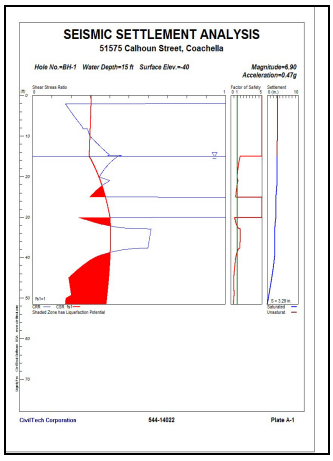
Sladden Engineering

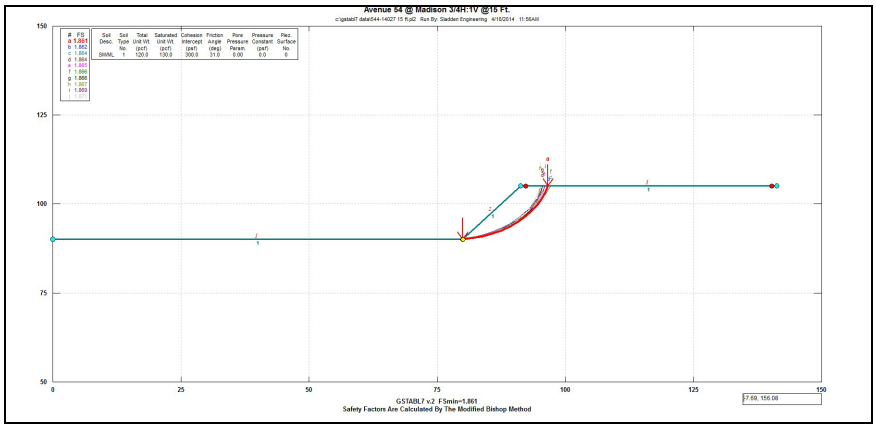
Sladden's Engineers, geologists, technicians provide professional geotechnical engineering and geological consulting services.

PROFESSIONAL STAFF

Sladden Engineering consists of a team of elite professionals who collectively offer a unique blend of expertise, experience and innovation in all areas of geotechnical engineering. The majority of our staff is registered professionals with advanced degrees and many years of practical hands-on experience. The skill of our staff and our unique array of laboratory and instrumentation systems has enabled us to undertake large and sophisticated projects. Our expertise is further supported by a technical library which includes state-of-the-art computer programs capable of simulating complicated geotechnical and geologic problems. We have a successful track record for completing tasks usually reserved for larger consulting firms.







Sladden Engineering

SERVICES

Sladden Engineering has provided comprehensive geotechnical engineering services for a wide spectrum of civil engineering projects. Sladden Engineering assists governmental agencies, developers, construction managers, and other design professionals from the preliminary design phases of a development through construction. Our complete scope of services provides our clients with consistency and continuity throughout the development and construction process.

Sladden Engineering provides a complete, but focused group of services to assist with geotechnical, geological and material testing for developments and construction.



Whitewater Storm Channel slope protection, La Quinta, California

Sladden Engineering

Geotechnical/ Geologic Services

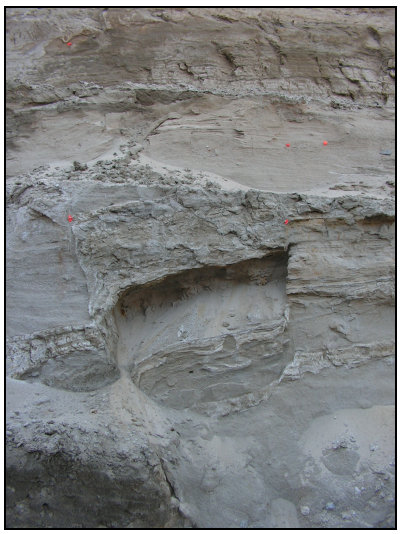
- Geotechnical Feasibility Studies
- Geologic Feasibility Studies
- Foundation Evaluations
- Seismic/ Liquefaction Analysis
- Soil Structure Dynamic Interaction
- Slope Stability Analysis
- Pavement Design
- Drainage/ Seepage Studies
- Soil Improvement/ Stabilization
- Geotechnical Instrumentation
- Percolation Testing
- Geologic Hazard Reconnaissance
- Landside Evaluations
- Fault Investigations

GEOTECHNICAL/GEOLOGIC SERVICES

Sladden Engineering provides a comprehensive range of services related to geotechnical engineering. We have provided comprehensive geotechnical design and analysis services for a wide variety of civil and environmental projects.

Our past foundation design/analysis projects have included large residential, commercial and industrial complexes, dams and reservoirs, bridges and tunnels, power plants, ports and terminals, transportation facilities, earth retaining structures, and offshore facilities.







Exploratory fault trenches and exposed San Andreas Fault zone. Thermal and Indio, California

Sladden Engineering

OVERALL EXPERIENCE

Sladden Engineering's experience includes all types of development and construction performed in Southern California. Sladden Engineering has provided geotechnical engineering, geologic, and material testing services on residential, commercial and industrial projects, municipal facilities and the infrastructures associated with these projects. From preliminary geotechnical and geological studies through construction inspection, Sladden Engineering provides a team of experienced professional and technical personnel. Our project experience includes numerous prominent clients and recognizable facilities.

Project Types

- Residential Development
- Commercial and Industrial Development
- Transportation
- Agencies and Municipalities
- Facilities
- Recreation
- Infrastructure, Power and Utility Facilities



The Thermal Club, Thermal, California

Sladden Engineering

Project Types

- Residential Subdivisions
- Custom Homes
- Condominiums
- Apartments
- Senior Housing
- High Rise
- Redevelopment
- Low Income Housing

RESIDENTIAL DEVELOPMENT

Sladden Engineering has participated in the construction of hundreds of residential developments. From single family residences, condominiums and apartments, to master planned communities. Sladden Engineering performs geotechnical, geological, materials testing, and special inspection services. Our typical services include evaluating slope stability, faulting and seismicity, liquefaction potential, expansive and corrosive soils, and other constraints typical to Southern California. Sladden Engineering's clients include land developers, homebuilders, architects, public agencies, and individual homeowners. Sladden Engineering's residential services include:

- Geotechnical Investigation
- Environmental Site Assessments
- Geologic Evaluation
- Observation and Testing During Grading
- Pavement Design Recommendations
- Material Testing and Special Inspection



The Madison Club, La Quinta, California

Sladden Engineering

Project Types

- Commercial Office Buildings
- Local Shopping Sites
- Grocery Stores
- Regional Shopping Centers
- Light Industrial
- Heavy Industrial

COMMERCIAL/INDUSTRIAL DEVELOPMENT

Sladden Engineering has provided consulting services on 1,000's of commercial and industrial developments throughout Southern California. Our experience includes shops and restaurants, small strip malls, large shopping centers, and light to heavy industrial facilities. Our long-term clients include commercial and industrial developers and manufacturing companies. Sladden Engineering's commercial and industrial development services include:

- Geotechnical Feasibility Studies
- Observation and Testing During Grading
- Geologic Evaluation
- Foundation Design Recommendations
- Pavement Design Recommendations
- Material Testing and Special Inspection



Lucky Brand/CEG Construction, Los Angeles, California

Sladden Engineering

Materials Testing and Special Inspection Services

Inspection and Testing for:

- Structural Concrete
- Structural Masonry
- Structural Steel
- Post-tension Concrete
- Fireproofing
- Welding
- High Strength Bolting
- Non-Destructive Examination (NDE)
- Laboratory Testing

MATERIAL TESTING & SPECIAL INSPECTION SERVICES

Sladden Engineering offers proven expertise and comprehensive materials testing and inspection services. We are highly qualified in the procedures for special inspection and materials testing as established by American Society for Testing and Materials (ASTM), International Conference of Building Officials (ICBO), California Building Code (CBC), and Uniform Building Code (UBC), as well as local requirements.

With one of the oldest City of Los Angeles licensed soil engineering laboratories, Sladden Engineering has extensive experience in commonly used soil and material testing procedures. The addition of our state of the art laboratory facility in Beaumont has provided an opportunity to expand material testing capabilities. Our laboratory technician sand field personnel hold multiple Caltrans certifications.





Sladden Engineering

Project Types

- Elementary Schools
- Middle Schools
- High Schools
- Colleges and Universities
- Municipal and Agency Structures
- Libraries

FACILITIES

Hospitals, schools, libraries, and many other public buildings are constructed under the purview of the California Division of the State Architect (DSA). DSA requirements are typically more stringent than those used for private construction. Sladden Engineering personnel have extensive experience with DSA requirements. We typically provide the following services for public facility projects.

- Fault Hazard Identification
- Liquefaction Evaluation
- Foundation Engineering
- Seismic Design Parameters
- Materials Testing and Special Inspection



California State University, San Bernardino



University of California, Riverside

Sladden Engineering

Project Types

- Golf Courses
- Tennis Courts
- Athletic Fields
- Stadiums
- Neighborhood Parks
- Resorts

RECREATION

Sladden Engineering has provided geotechnical services for numerous recognizable private and public recreation facilities. Our projects include: golf courses, a professional sport stadium, sports parks, and regional and neighborhood park facilities. Sladden Engineering's clients include private developers as well as public and private agencies. Typical services include:

- Geotechnical Feasibility Evaluations
- Preliminary Geotechnical Investigation
- Environmental Site Assessments
- Geologic Evaluation During Grading
- Observation and Testing During Grading
- Foundation Design Recommendations
- Material Testing and Special Inspection



Pirate Cove Resort, Needles, California

Sladden Engineering

Project Types

- Cellular, Microwave, and Telephone Towers
- Water Storage Reservoirs
- Bridges
- Roadways
- Solar Power
- Wind Power
- Pipelines

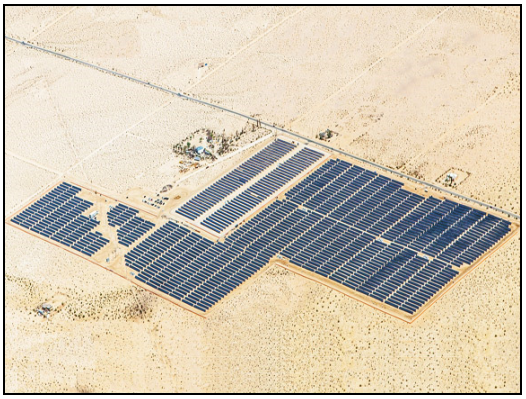
INFRASTRUCTURE, POWER, AND UTILITY FACILITIES

Sladden Engineering has a wide range of experience in public works facilities, roadways, and alternative energy utility installations. Our project experience includes geotechnical, and materials testing and special inspection services for roadways, water storage reservoirs, water and sewer transmission lines, solar and wind power generating facilities. We routinely provide services for state, county and municipalities, utility companies and private developers. Typical services provided by Sladden Engineering include:

- Feasibility Studies
- Emergency Response
- Retaining Wall Design Recommendations
- Slope Stability Evaluations
- Seismic Design/Earthquake Engineering
- Materials Testing and Special Inspection



Wind Energy, Palm Springs, California



SEPV8 Solar Energy Project, 29 Palms, California

Sladden Engineering

KEY PERSONNEL

Sladden Engineering's staff is made up of a group of highly experienced geotechnical and geological professionals. Our support staff includes technicians, inspectors, geologists, engineers and managers experienced in handling all aspects of geotechnical and geological consulting, material testing, and material special inspection.

Resumes of key personnel follow in this section and include:

- Mr. Frank D. Gorman, CEO, Principal Engineer
- Mr. Brett L. Anderson, President, Principal Engineer
- Dr. John Nielsen, Senior Consulting Engineer
- Mr. Matthew Cohrt, Vice President, Principal Geologist
- Mr. James Minor, Senior Geologist
- Mr. Brad Hulburt, Senior Supervising Soils Technician
- Mr. Terry Bridenstine, Laboratory Manager

MR. FRANK D. GORMAN

CEO

Principal Engineer

EDUCATION

B.S. Civil Engineering
California State Polytechnic Univ., Pomona

REGISTRATIONS

California Civil Engineer No. 36496

ASSOCIATIONS

Lake Hemet Municipal Water District
Board President

American Society Civil Engineers

Vice President Valley Wide Recreation and Parks District – Board of Directors

Hemet-San Jacinto Action Group – Member

Hemet – San Jacinto Water Master Chairman

Past President CARPD California Association Of Recreation and Parks Districts

EMPLOYMENT

1997 to Present: Sladden Engineering
Principal Engineer

1993 to 2014: GW Engineering
Principal Engineer

1983 to 1993: James W Unland & Assoc.
Vice President

PROFESSIONAL SUMMARY

Mr. Gorman has over 35 years of Engineering and Management experience which includes all aspects of Geotechnical design work including the development of pavement design sections, grading specifications, foundation design, floor slab design, soil subgrade preparation, report preparations and correspondence.

Mr. Gorman also has experience in the preparation of construction drawings, contract specifications and related contract documents, the development of project alternatives and cost estimates for street improvements, water and waste water systems, residential subdivision plans including record maps, grading plans, street plans, water and gas distribution systems and sewage collection and storm drain systems.

Mr. Gorman's responsibilities during the construction phases have included acting as Quality Control Engineer during various phases of construction to insure compliance with construction drawings and specifications, preparation of progress pay estimates and negotiation of change orders with the owner and contractor. Construction projects include various municipal facilities, residential and multi-family developments, commercial and industrial complexes, numerous domestic water, effluent and irrigation pipeline projects and pumping stations.

MR. BRETT L. ANDERSON

President
Principal Engineer

EDUCATION

M.S. Geotechnical Engineering
University of Utah

B.S., Civil Engineering
Colorado State University

REGISTRATION

California Civil Engineer
RE No. 45389

Arizona Civil Engineer
RE No. 25283

ASSOCIATIONS

American Society Civil Engineers

EMPLOYMENT

1997 to present:
Principal Engineer
Sladden Engineering

1986 to 1997:
Senior Project Engineer
Earth Systems Consultants

PROFESSIONAL SUMMARY

Mr. Anderson has over 30 years of geotechnical experience since receiving his Master of Science in Geotechnical Engineering. This includes valuable design and construction experience on all types of projects including:

- Hospitals,
- Schools,
- Airports,
- Bridges,
- Large and small land developments,
- Waste-water reclamation facilities, and
- Various developments for commercial and residential purposes.

Mr. Anderson's knowledge and expertise includes "hands on" experience during field exploration operations and extensive construction testing and monitoring experience.

PROFESSIONAL RESPONSIBILITIES

As Principal Geotechnical Engineer for Sladden Engineering Mr. Anderson:

- Authors and reviews geotechnical engineering reports and proposals.
- Manages the subsurface exploration operations for these studies.
- Initiates laboratory testing.
- Performs engineering analysis of laboratory data, and
- Provides design parameters for site preparation, foundations and other improvements relevant to the projects.

Mr. Anderson also manages the Indio office and Sladden Engineering's Coachella Valley operations.

DR. JOHN NIELSEN

Senior Consulting Engineer

EDUCATION

B.S. Civil Engineering, San Jose State Univ.

M.S. Civil Engineering, Univ. of Wyoming

Ph.D. Civil Engineering, Colorado State Univ,

REGISTRATIONS

California Civil Engineer No. 16113
California Geotechnical Engineer No 641
Oregon Civil Engineer No 74101
Oregon Geotechnical Engineer 74101

ASSOCIATIONS

American Society Civil Engineers

Assoc. of Soil and Foundation Engineers

Structural Engineers Assoc. of No. Calif

EMPLOYMENT

2004 to Present: Sladden Engineering
Senior Engineer

1993 to 2004: Nielsen Geotechnical, Inc.
Principal Engineer

1991 to 1993: Anderson Consulting Group
Dir. of Geotechnical Group

1985 to 2004: San Jose State Univ.
Adjunct Professor Civil Engineering

1983 to 1991: Earth Systems Consultants
V.P. and Technical Director

1974 to 1982: University of New Mexico
Manager of Soil Mechanics, Rock Mechanics and Pavement Div of the Air Force Civil Engineering Research Facility

1963 to 1969: U.S. Naval Civil Eng. Lab.
Senior Project Engineer

1961 to 1963: Gribaldo, Jones & Assoc.
Staff Engineer

1964 to 1967 Univ. of Southern California
Graduate Lecture

PROFESSIONAL SUMMARY

Dr. Nielsen has over 50 years of geotechnical experience on a wide variety of projects since receiving his Ph.D. and receiving both his Civil and Geotechnical Engineering registrations. This experience includes; residential construction, high-rise office and apartment buildings, schools, bridges, reservoirs and marina developments, and various commercial, industrial and military developments. Dr. Nielsen has had complete responsibility for all phases of this work including; preliminary site investigations, exploration, laboratory testing, computer analyses, and report writing presenting site and foundation recommendations. Typical work elements for projects have included: site investigations, evaluation of liquefaction potential, seismic response of site, pile capacities and pile driving supervision, site grading, construction observation and testing of site facilities such as streets, sewers, etc., foundation design criteria such as bearing capacity, settlements and seismic response of foundation systems, slope stability and other geotechnical considerations related to site development.

Dr. Nielsen has taught for over 22 years and authored over 50 articles and professional papers.

PROFESSIONAL RESPONSIBILITIES

As a Senior Consulting Engineer with Sladden Engineering, Dr. Nielsen:

- Authors and reviews geotechnical engineering reports and proposals.
- Manages the subsurface exploration operations for these studies.
- Initiates laboratory testing.
- Performs engineering analysis of laboratory data,
- Provides design parameters for site preparation, foundations and other improvements relevant to the projects.

Dr. Nielsen provides senior consulting knowledge and experience while mentoring junior staff members for all of Sladden Engineer's operations.

MR. MATTHEW COHRT

Vice President
Principal Geologist

EDUCATION

B.S. Geology,
Sonoma State University

REGISTRATIONS

California Professional Geologist
PG No. 8567
Certified Engineering Geologist
CEG No. 2634
Member of AEG
Member of AGHP

EMPLOYMENT

2005 to Present: Sladden Engineering
Principal Geologist

2003 to 2005: PJC & Associates, Inc.
Staff Geologist

1991 to1995: United States Navy

PROFESSIONAL SUMMARY

Mr. Cohrt's experience includes all aspects of geology. Mr. Cohrt has been involved in a variety of projects including residential developments and various commercial and industrial developments. Mr. Cohrt's experience includes; seismicity evaluation, exploratory trenching and fault studies, slope stability evaluation, geologic mapping, rolling boulder and or rock fall hazard evaluations, ground subsidence studies, laboratory testing and computer analyses.

PROFESSIONAL RESPONSIBILITIES

As a Geologist with Sladden Engineering, Mr. Cohrt designs and performs geologic site evaluations including borehole logging and sampling, geologic mapping, fault and seismic studies. He coordinates and performs the geologic studies including related research and investigation of potential geologic hazards. Geologic hazards routinely evaluated by Mr. Cohrt include; fault hazards, ground shaking potential, liquefaction potential, landslide or rockfall potential and ground subsidence potential. He determines the laboratory testing program, performs engineering analysis of laboratory data, prepares graphic presentations of test data and provides design parameters for various site conditions.

MR. BRAD HULBURT

Senior Supervising Soils Technician

EDUCATION

High School Diploma

CERTIFICATION

CPN Radiation Safety and use of Nuclear Density Gauges
CPN Radiation Safety Officer
ACI Concrete Field Testing Technician; Grade 1
APA/SNI Asphalt Training Program
City of Los Angeles Deputy Grading Inspector
City of Irvine Deputy Asphalt Paving Inspector

EMPLOYMENT

1997 to Present: Sladden Engineering
Senior Soils Technician/Supervisor

1992 to 1996: United States Navy

PROFESSIONAL SUMMARY

Mr. Hulburt is a field technician with over 24 years experience. His project experience includes commercial, industrial, retail, residential, and city projects. His project responsibilities include supervision of field technicians at the Beaumont office, rough grading, footing inspections, underground utility trench backfills, street and parking lot preparation, asphalt paving inspection, and concrete sampling. He is proficient with test methods ASTM D 2922 and ASTM D 3017 (nuclear density gauge) and test method ASTM D 1556-90 (calibrated sand cone). Mr. Hulburt also has extensive laboratory experience and is proficient with laboratory test procedures. He has drilled for geotechnical investigations for hundreds of jobs throughout southern California.

PROFESSIONAL RESPONSIBILITIES

As field supervisor at Sladden Engineering, Mr. Hulburt supervises and schedules all field technicians for soils and construction materials testing. His duties include assuring that all field personnel perform their testing and inspections in accordance with project specifications and the current ASTM procedures.

MR. JOSH HANSON

Senior Supervising Soils Technician

EDUCATION

High School Diploma

CERTIFICATION

CPN Radiation Safety and use of Nuclear Density Gauges
ACI Concrete Field Testing Technician; Grade 1
CalTrans C231
CalTrans C125
CalTrans Concrete
ICC Reinforced Concrete
ICC Structural Masonry
ICC Post Tensioning

EMPLOYMENT

2003 to Present: Sladden Engineering
Senior Soils Technician/Supervisor

PROFESSIONAL SUMMARY

Mr. Hanson is a senior field technician with over 20 years of experience. His project experience includes commercial, industrial, retail, residential, and city projects. His project responsibilities include supervision of field technicians at the Beaumont office, rough grading, footing inspections, underground utility trench backfills, street and parking lot preparation, asphalt paving inspection, and concrete sampling. He is proficient with test methods ASTM D 2922 and ASTM D 3017 (nuclear density gauge) and test method ASTM D 1556-90 (calibrated sand cone). Mr. Hanson also has extensive laboratory experience and is proficient with laboratory test procedures.

PROFESSIONAL RESPONSIBILITIES

As field supervisor at Sladden Engineering, Mr. Hanson supervises and schedules all field technicians for soils and construction materials testing. His duties include assuring that all field personnel perform their testing and inspections in accordance with project specifications and the current ASTM procedures.

MR. TERRY BRIDENSTINE

Laboratory Manager

EDUCATION

B.A. Earth Science
Calif. State University, Fullerton

CERTIFICATIONS

Caltrans Laboratory and Field Certifications

EMPLOYMENT

2006 to Present: Sladden Engineering
Laboratory Manager

1996 to 2006: Kleinfelder
Soils/Laboratory Technician

1986 to 1996: Leighton & Associates
Laboratory Technician/Manager

PROFESSIONAL SUMMARY

Mr. Bridenstine has over 31 years of geotechnical and materials testing experience including both laboratory and field testing on a variety of construction projects including:

- Highways
- Bridges
- Prisons
- Airports
- Commercial Buildings
- Schools
- Residential developments
- Pipelines
- Wastewater treatment plants

Mr. Bridenstine has been responsible for maintaining AMRL, CCRL and Caltrans laboratory certifications as well as performing soil, aggregate, concrete and AC proficiency sample testing for AMRL and Caltrans.

PROFESSIONAL RESPONSIBILITIES

As laboratory manager for Sladden Engineering Mr. Bridenstine:

- Oversees all laboratories
- Manages Sladden Engineering's Beaumont soils and materials testing laboratory
- Maintains calibration of laboratory equipment
- Performs laboratory tests on soil, aggregate and AC samples
- Trains laboratory personnel.

MR. JAMES W. MINOR III

Senior Geologist

EDUCATION

B.S. Geology
University of California, Riverside
M.S. Hydrogeology (In Progress)
California State University, Long Beach

CERTIFICATIONS

California Professional Geologist
PG No. 9735

Nuclear Gauge Certification
Member of AEG, AGU GRA and GSA

EMPLOYMENT

2013 to Present: Sladden Engineering

2009 to 2013 UCR Paleoecology Laboratory

PROFESSIONAL SUMMARY

Mr. Minor's experience includes: geologic mapping, drill site supervision, soil, fossil and rock sampling and analysis, laboratory testing and computer analyses.

PROFESSIONAL RESPONSIBILITIES

As a Senior Geologist with Sladden Engineering, Mr. Minor designs and performs geologic site evaluations. These may include borehole logging and sampling, geologic mapping, fault and seismic studies, percolation testing and nuclear gauge compaction testing. He coordinates and performs the subsurface exploration operations for these studies, determines the laboratory testing program, performs analyses of laboratory data, prepares graphic presentations of test data and provides design parameters for various site conditions.

Sladden Engineering

PROJECT EXPERIENCE

Sladden Engineering's project experience is extensive. It includes all types of development and construction typically built in Southern California including residential, commercial and industrial projects, recreational facilities, municipal facilities and the infrastructures associated with those projects. Services typically begin with preliminary geotechnical and geological studies for design and run through construction inspection.

On the following pages are representative projects that Sladden Engineering's team of experienced professional and technical staff has worked on.







Chuckwalla Valley Raceway

PROJECT CITIES

Adelanto
Aliso Viejo
Anaheim
Apple Valley
Bakersfield
Banning
Barstow
Beaumont
Big Bear Lake
Blythe
Brawley
Brea
Buena Park
Calexico
Calimesa
Calipatria
Camarillo
Canyon Lake
Carlsbad
Cathedral City
Chino
Chino Hills
Coachella
Colton
Corona
Costa Mesa
Cypress
Dana Point
Del Mar
Desert Hot Springs
El Cajon
El Centro
Encinitas
Escondido
Fillmore
Fontana
Fountain Valley
Fullerton
Garden Grove
Grand Terrace
Hemet
Hermosa Beach
Hesperia
Hidden Hills
Highland
Holtville
Huntington Beach
Huntington Park
Imperial
Indian Wells
Indio
Industry
Inglewood
Irvine
Irwindale
Jurupa Valley
La Canada Flintridge
La Habra
La Habra Heights
La Mirada
La Palma
La Puente
La Quinta
La Verne
Laguna Beach
Laguna Hills
Laguna Niguel
Laguna Woods
Lake Elsinore
Lake Forest
Lakewood
Lancaster
Lawndale
Loma Linda
Lomita
Long Beach
Los Alamitos
Los Angeles
Lynwood
Malibu
Manhattan Beach
Maywood
Menifee
Mission Viejo
Monrovia
Montclair
Montebello
Monterey Park
Moorpark
Moreno Valley
Murrieta
National City
Needles
Newport Beach
Norco
Norwalk
Oceanside
Ojai
Ontario
Orange
Oxnard
Palm Desert
Palm Springs
Palmdale
Palos Verdes Estates
Paramount
Pasadena
Perris
Pico Rivera
Placentia
Pomona
Poway
Rancho Cucamonga
Rancho Mirage
Rancho Palos Verdes
Rancho Santa Margarita
Redlands
Redondo Beach
Rialto
Riverside
Rolling Hills
Rolling Hills Estates
Rosemead
San Bernardino
San Clemente
San Diego
San Dimas
San Fernando
San Gabriel
San Jacinto
San Juan Capistrano
San Marcos
San Marino
Santa Ana
Santa Barbara
Santa Clarita
Santa Fe Springs
Santa Monica
Santee
Seal Beach
Sierra Madre
Signal Hill
Simi Valley
Solana Beach
South El Monte
South Gate
South Pasadena
Stanton
Temecula
Temple City
Thousand Oaks
Torrance
Tustin
Twentynine Palms
Upland
Ventura
Vernon
Victorville
Villa Park
Vista
Walnut
West Covina
West Hollywood
Westlake Village
Westminster
Westmorland
Whittier
Wildomar
Yorba Linda
Yucaipa
Yucca Valley

REPRESENTATIVE PUBLIC WORKS CLIENT LIST

Riverside County E.D.A
City of Rancho Mirage
City of La Quinta
City of Buena Park
City of Santa Fe Springs
City of La Mirada
City of Cypress
City of Cerritos
City of Hemet
City of Palm Desert
City of San Dimas
City of Arcadia
Eastern Municipal Water District
City of Fullerton
City of Lawndale
Union Pacific Railroad
City of Palm Springs
City of Desert Hot Springs
City of Indio
City of Rosemead
Coachella Valley Water District
Joshua Basin Water District
Pico Water District
Metro Transit Authority

REPRESENTATIVE CLIENT DEVELOPER LIST

CEG Construction
Frontier Homes
Orr Builders
A.J. Padelford
Lockaway Storage
Al Shankle Construction
Goldenvoice
Meredith & Simpson Construction
Foxx Homes
D.R. Horton
Richard Bagdasarian, Inc.
Coca Cola Enterprises
Carl's Jr.
GHA
Karcher Enterprises
Arrowhead
LaSalle Solar Systems
W.M. Lyles Co.
Camfield Partners
Ralphs Grocery Co./Kroger
Bighorn Development
Diversified Prop.
Shaw Industrial Properties
KSL Development
Gentosi Builders
Lusardi Construction
Lennar Homes
Beazer Homes
Kraus Construction
Federal Express
Centex
D.W. Johnston Construction
Haskell Company
Vons/Safeway
Jones Brothers Construction
Thermal Motorsports
Dynamic Builders
Marriott Ownership Resorts
Toll Brothers
Trammel/Crow
Spotlight 29 Enterprises
CVHC
Warland Investment Co.
Silverstone
CNH Homes
Century Vintage Homes
Catalina Island Company
United Parcel Service
Watkins Landmark
KB Home
Target
Solar World Americas, Inc.
Granite Construction
Discovery Land Co.

Sladden Engineering

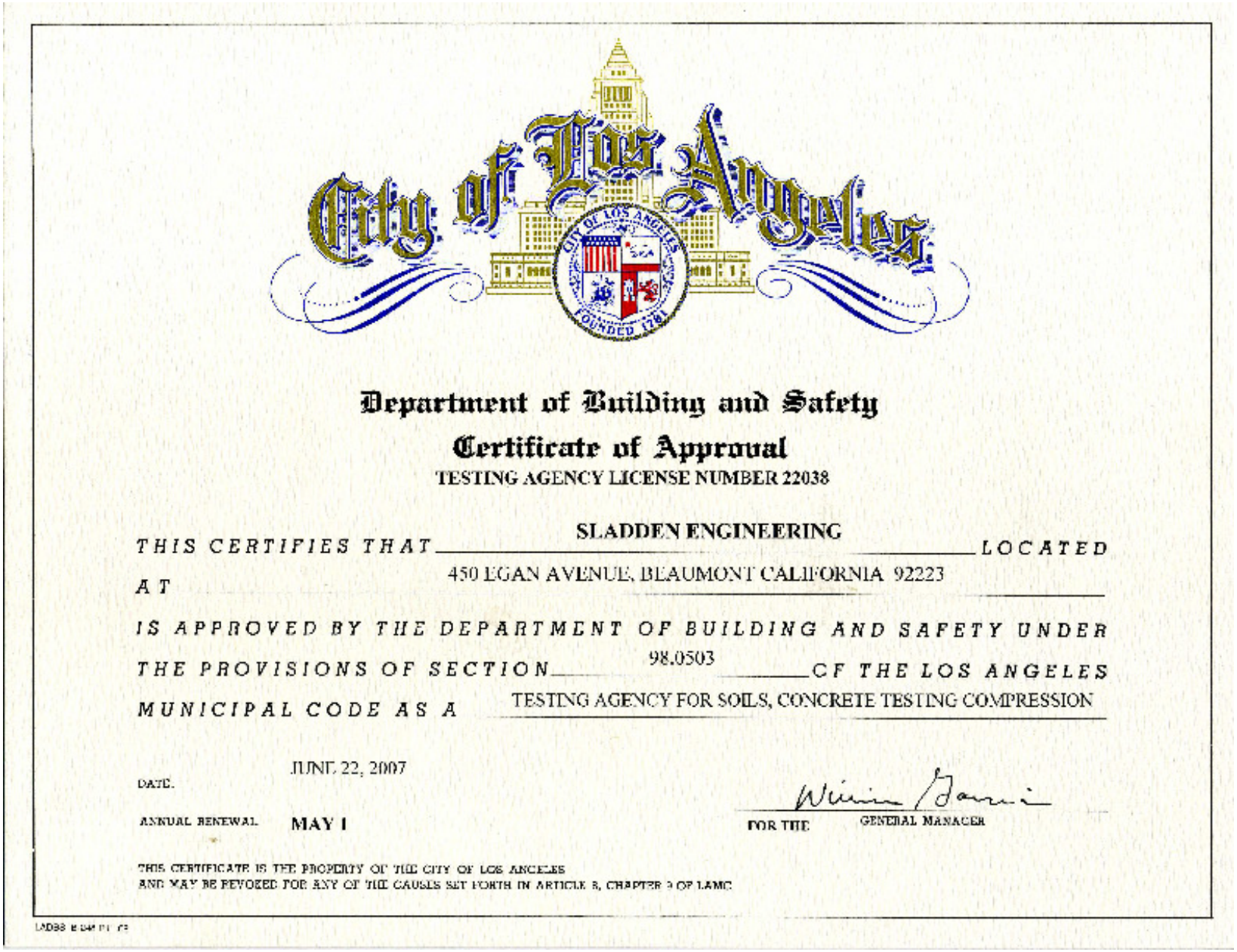
MATERIAL LABORATORY APPROVALS

Sladden Engineering's Materials Laboratory has received certification as a testing agency for soils, construction materials and concrete compression testing for the City of Los Angeles and the California Department of Transportation (Cattrans). See attached certificates.

Sladden Engineering has been certified by Caltrans to perform the following testing:

- CT 105 Calculations Pertaining to Grading and Specific Gravities
- CT 106 Definitions of Terms Relating to Specific Gravity
- CT 125 Methods for Sampling Highway Materials and Products Used in the Roadway Structural Sections
- CT 201 Method of Soil and Aggregate Sample Preparation
- CT 202 Method of Tests for Sieve Analysis of Fine and Coarse Aggregates
- CT 204 Method of Tests for Liquid Limit, Plastic Limit and Plasticity Index of Soils
- CT 205 Method of Test for Determining Percentage of Crushed Particles
- CT 206 Method of Test for Specific Gravity and Absorption of Coarse Aggregate
- CT 207 Method of Test for Specific Gravity and Absorption of Fine Aggregate
- CT 208 Method of Test for Apparent Specific Gravity of Fine Aggregate
- CT 216 Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates
- CT 217 Method of Test Sand Equivalent
- CT 226 Method for Determining Moisture Content by Oven Drying
- CT 231 method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates by the Area Concept Utilizing Nuclear Gages
- CT 234 Method of Test for Uncompacted Void Content of Fine Aggregate
- CT 235 Method of Test for Percentage of Flat and Elongated Particles in Coarse Aggregate
- CT 301 Method for Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer
- CT 304 Method of Preparation of Bituminous Mixtures for Testing
- CT 308 Method of Test Bulk Specific Gravity and Density of Bituminous Mixtures
- CT 309 Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
- CT 366 Method of Test for Stabilometer Value
- CT 367 Method for Determining Optimum Bitumen Content (OBC)
- CT 370 Method of Determining Moisture Content of Bituminous Mixtures or Graded Mineral Aggregates Using Microwave Ovens
- CT 371 Method of Test for Resistance of Compacted Bituminous Mixture to Moisture Induced Damage
- CT 382 Determination of Asphalt Binder Content of Bituminous Paving Mixtures by the Ignition Method
- CT 521 Method of Test for Compressive Strength of Molded Concrete Cylinders
- CT 539 Method of Test for Sampling Fresh Concrete

Sladden Engineering is constantly adding new test capabilities in its Material Laboratories. Please call one of the Beaumont Office for a current list of test capabilities.



City of Los Angeles

Department of Building and Safety

Certificate of Approval

TESTING AGENCY LICENSE NUMBER 22038

THIS CERTIFIES THAT SLADDEN ENGINEERING LOCATED AT 450 EGAN AVENUE, BEAUMONT CALIFORNIA 92223

IS APPROVED BY THE DEPARTMENT OF BUILDING AND SAFETY UNDER THE PROVISIONS OF SECTION 98.0503 OF THE LOS ANGELES MUNICIPAL CODE AS A TESTING AGENCY FOR SOILS, CONCRETE TESTING COMPRESSION

DATE: JUNE 22, 2007

ANNUAL RENEWAL: MAY 1

FOR THE GENERAL MANAGER

THIS CERTIFICATE IS THE PROPERTY OF THE CITY OF LOS ANGELES AND MAY BE REVOKED FOR ANY OF THE CAUSES SET FORTH IN ARTICLE 8, CHAPTER 9 OF LAMC



City of Los Angeles

Department of Building and Safety

Certificate of Approval

TESTING AGENCY LICENSE NUMBER 22038

THIS CERTIFIES THAT SLADDEN ENGINEERING LOCATED AT 6782 STANTON AVENUE, SUITE A, BUENA PARK CALIFORNIA 90621 IS APPROVED BY THE DEPARTMENT OF BUILDING AND SAFETY UNDER THE PROVISIONS OF SECTION 98.0503 OF THE LOS ANGELES MUNICIPAL CODE AS A TESTING AGENCY FOR SOILS, CONCRETE TESTING COMPRESSION

DATE: JUNE 22, 2007

ANNUAL RENEWAL MAY 1

FOR THE GENERAL MANAGER

THIS CERTIFICATE IS THE PROPERTY OF THE CITY OF LOS ANGELES AND MAY BE REVOKED FOR ANY OF THE CAUSES SET FORTH IN ARTICLE 8, CHAPTER 9 OF LAMC.

LABORATORY TESTING (ASTM / CALTRANS) & FIELD SERVICES

Maximum Density/Optimum Moisture (ASTM 1557 - Method A)	$150.00 per test
Maximum Density/Optimum Moisture (ASTM 1557 - Method C)	$175.00 per test
Maximum Density/Optimum Moisture (California Impact)	$175.00 per test
Maximum Density/Theoretical (Reis Method)	$125.00 per test
Sieve Analysis (without 200 wash)	$100.00 per test
Sieve Analysis (with 200 wash)	$120.00 per test
Expansion Index (UBC 18-2)	$135.00 per test
R-Value Determination	$275.00 per test
Sand Equivalent (Average of three)	$110.00 per test
Liquid Limit	$75.00 per test
Plastic Limit	$75.00 per test
Plasticity Index (Liquid limit & Plastic limit)	$140.00 per test
Direct Shear Test	$225.00 per test
Marshall Max A/C/HVEEM Max	$190.00 per test
Soluble Sulfate Content Determination	$60.00 per test
Resistivity Testing	$85.00 per test
Corrosion Series Determination	$160.00 per test
Asphalt Extraction Gradation	$185.00 per test
Concrete, Grout, Mortar Compression Tests	$35.00 per test
Coring and Shotcrete Compression Tests	$35.00 per test
Lab Technician Sample Preparation	$110.00 per hour
Excavator with Operator	$200.00 per hour

****Prices are subject to change without notice**
****Any increase to the State wide general prevailing wage determination will be added to the above listed prevailing wage rate.**

PROFESSIONAL SERVICES AGREEMENT

NO. 23-31

DATE: **11/01/2023**

PROJECT: **On-Call Professional Geotechnical Inspection and Material Testing Services**

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: **Mina Mikhael**

Title: **Director of Public Works/ City Engineer**

Telephone: **(714) 562-3672**

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

THE CONSULTANT **MTGL, Inc.**

Name of Business

Representative: Name: **Steven Koch**

Title: **Sr. Vice President**

Telephone: **(714) 632-2999**

Address: **2992 E. La Palma Ave, Suite A**
Anaheim, CA 92806

TERM OF SERVICE:

Commencement Date: **November 1, 2023**

Completion Date: **October 31, 2025**

CONTRACT AMOUNT: **No Guaranteed Minimum; Total Value Not-to-Exceed $200,000**

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

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

APPROVED: _____ DATE: _____

This Agreement for On-Call Professional Surveying Services ("Agreement") is dated **November 1, 2023**, and is between **MTGL, Inc.**, a California corporation (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT and the CITY are sometimes referred to herein jointly as the "Parties" and singularly as "Party".

R E C I T A L S

A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to provide and perform on-call professional surveying services on the terms and conditions set forth herein (collectively, the "Services").

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

The Parties therefore agree as follows:

1.0 EMPLOYMENT OF CONSULTANT. The CITY hereby engage the CONSULTANT to provide, and the CONSULTANT hereby agrees to provide for the City, the Services described on the terms and conditions set forth in this Agreement.

2.0 SCOPE OF SERVICES. During the term of this Agreement, the CONSULTANT shall provide and perform the on-call professional surveying services that are set forth in *CONSULTANT's PROPOSAL* dated October 6, 2023 and attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction and subject to receipt of a written task order from the City. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the CONSULTANT shall provide the Services under the direction of the Desiganted Official (or his/her designee). The CONSULTANT shall commence performance of the Services upon receipt of a written notice or task order from the Designated Official authorizing the CONSULTANT to proceed, and only to the extent of such authorization or task order. The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice to proceed or task order from the Designated Official and shall perform the Services in a timely, and diligent manner.

4.0 TERM. The term of this Agreement shall commence on **November 1, 2023**, and shall remain in full force and effect until **October 31, 2025**, unless sooner terminated as provided in Section 10 of this Agreement.

5.0 COMPENSATION. The CONSULTANT shall perform the Services described in each task at the direction of the CITY, and CITY shall pay CONSULTANT in consideration for such Services on a time and materials basis as enumerated in the fee schedule included in CONSULTANT's PROPOSAL attached hereto as Exhibit "A". The maximum "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the CONSULTANT is

entitled to receive pursuant to this Agreement shall equal to the total value of task orders for Services approved by the City, provided that in no event shall the aggregate compensation paid to CONSULTANT under this Agreement exceed the sum of TWO HUNDRED THOUSAND DOLLARS (**$200,000**). No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

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

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

8.0 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. 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. 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. 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.

9.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, 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 Consultant's negligence or intentional misconduct in the performance of its services under this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY and the Indemnitees. The CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

9.1 Indemnity for Design Professional Services. To the fullest extent permitted by law, and subject to the provisions of California Civil Code 2782.8, the CONSULTANT shall, at its sole cost and expense, indemnify and hold harmless the CITY, its elected officials, officers, employees, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of the CONSULTANT, or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that the CONSULTANT shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code § 2782.8(c)(2).

9.2 Other Indemnities. Other than in the performance of professional design services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, to protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all direct (but not consequential) damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligent acts or omissions or willful misconduct of CONSULTANT, 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, except to the extent that Damages arise or result from the negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall, subject to the provisions of Civil Code 2782.8, defend the Indemnitees in any action or actions filed in connection with any Damages, 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 the Indemnitees in connection therewith.

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

9.4 The CONSULTANT's covenant under this Section 9.0 shall survive theexpiration or termination of this Agreement for the period of any applicable statute of limitations governing a claim.

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

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

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

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

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

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

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

(d) Professional Liability Insurance

12.2 Minimum Limits of Insurance. The CONSULTANT shall maintain insurance coverage limits not 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 the Services/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages.

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

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

(d) Professional liability: $1,000,000 per claim, with an extended reporting period of not less than 2 years.

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

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

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

(b) Additional Insured Endorsements shall not:

(1) Be limited to "Ongoing Operations";

(2) Exclude "Contractual Operations";

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

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

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

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

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

12.5 Other Insurance Provisions. The CONSULTANT and the CITY further agree as follows:

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

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

(d) Any actual or alleged failure on the part of the 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 the CITY or any additional insured, in this or any other regard.

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

(f) The CONSULTANT shall provide immediate notice to the CITY of any claim or loss against the CONSULTANT that includes the CITY or any of the Additional Insureds as a defendant. The CITY assumes no obligation or liability from the notice. The CITY

shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve the CITY.

12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

12.7 Verification of Coverage. The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the CITY or on such other forms approved by the CITY in writing, and amended to conform to the CITY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the CITY prior to the expiration of the affected coverages. The CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the CITY upon request.

12.8 Subcontractors. The 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 Servicesby the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

13.0 WORK PRODUCT.

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

13.2 Ownership.

(a) 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 the CONSULTANT

in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of the 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 the CITY upon final payment being made. The CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

(b) The CONSULTANT hereby assigns to the 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 the CITY pursuant to subsection (a) above.

(c) The 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, the 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. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the 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 the 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 the 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 the 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. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Servicesassigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

13.4 Records. The 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 the CITY or the Designated Official. The 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, the CONSULTANT shall provide access to such books and records to the Designated Official, or his or her designees, and shall give the Designated Official, or his or her designees, the right to

examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the 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 the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "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. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

15.2 Permits and Licenses. The 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 the performance of services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval , perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

15.5 Accomplishment of Services. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

15.6 Captions for Convenience Only. 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.

15.7 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.

15.8 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 the CONSULTANT's and the CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

15.9 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.

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

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies. Further, this Agreement may call for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," the CONSULTANT shall comply in all respects with the all

applicable provisions of the California Labor Code, including those set forth in Exhibit B, attached hereto.

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

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

15.15 Integrated Agreement and Modificaiton of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between the CITY and the 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.

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

15.17 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY's request for proposals, if any, shall prevail.

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

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

CITY OF BUENA PARK	CONSULTANT*
a California municipal corporation	**Sladden Engineering, Inc.**
	Name of Business
Signature	Signature
Name: Aaron France	Name: **Michelle Elliott**
Title: City Manager	Title: **CEO**

Signature

Name: **Isaac Chun**

Title: **Vice President**

* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.**

ATTEST:
(SEAL)

Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

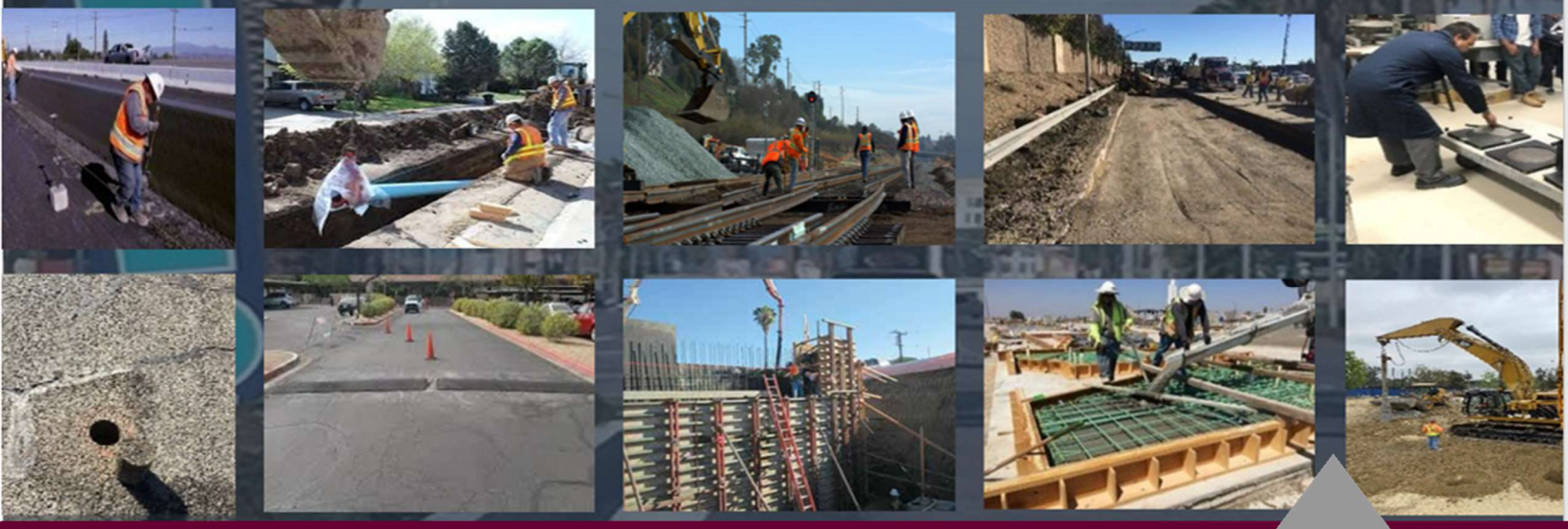
Christopher G. Cardinale, City Attorney

APPROVED: _____ DATE: _____

Response to Request for Proposals (RFP)

ON-CALL GEOTECHNICAL AND MATERIALS TESTING SERVICES

Issued: September 21, 2023



Prepared for:
Attention: Cesar Ortiz, Principal Engineer
City of Buena Park
Public Works
6650 Beach Boulevard
Buena Park, California 90621

Due Date: October 6, 2023, 3:00 P.M.

Prepared by:

Michelle Elliott, Owner/CEO
P: 714-632-2999 | F: 714-632-2974 | C: 949-375-1620

Isaac Chun, P.E., G.E., Vice President/Geotechnical Engineer/Engineering Manager P: 714-632-2999 | F: 714-632-2974

www.mtglinc.com

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GEOTECHNICAL ENGINEERING
CONSTRUCTION INSPECTION
MATERIALS TESTING
ENVIRONMENTAL

OFFICE LOCATIONS

ORANGE COUNTY
CORPORATE BRANCH
2992 E. La Palma Avenue
Suite A
Anaheim, CA 92806
Tel: 714.632.2999
Fax: 714.632.2974

SAN DIEGO
IMPERIAL COUNTY
7742 Arjons Drive
San Diego, CA 92126
Tel: 858.537.3999
Fax: 858.537.3990

INLAND EMPIRE
14467 Meridian Parkway
Building 2A
Riverside, CA 92518
Tel: 951.653.4999
Fax: 951.653.4666

OC/LA/INLAND EMPIRE
DISPATCH
800.491.2990

www.mtglinc.com

October 6, 2023

MTGL #P-23-714

Attention: Cesar Ortiz, Principal Engineer
City of Buena Park
Public Works
6650 Beach Boulevard
Buena Park, California 90621

Subject: Response to Request for Proposals (RFP)
Professional On-Call Geotechnical and Materials Testing Services

MTGL, Inc. (MTGL) appreciates this opportunity to submit our response to the above subject mentioned.

MTGL is interested to be part of your team, to provide professional on-call civil engineering and architectural services in the capacity general engineering services – inspection services.

We have the capabilities and proven experience to support the City of Buena Park (City) Public Works.

Below are highlights of our experience:

- MTGL has over 30 years of extensive experience in providing geotechnical engineering, materials testing, and construction inspection services for public works projects.
- MTGL's laboratories operate in strict accordance with ISO 17025 and are certified by: CCRL, ASTM/AASHTO, USACE, Caltrans, DSA, and HCAI (OSHPD).
- MTGL is certified as a W/MBE, SBE and DBE firm under CUCP 33843. MTGL is registered as a public works contractor with the State of California under DIR 1000006646.
- MTGL is familiar with the City's standards for the successful completion of geotechnical engineering, material testing and inspection services for City projects.
- MTGL has experience with complex Federally Funded Projects and FHWA projects administered by cities and counties through Caltrans Local Assistance Program as well as FHWA funded projects administered by Transportation Funding Agencies.
- Isaac Chun, P.E., G.E., Geotechnical Engineer/Engineering Manager, has over 31 years of experience in providing services across the entire spectrum of geotechnical engineering and materials testing.
- MTGL and its staff members perform services by ensuring contract compliance with approved plans and specifications, and conformance with Federal/State/Local applicable code requirements, Caltrans Standard Specifications (latest edition), Standard Specifications for Public Works "Greenbook," and the City's adopted Quality Assurance Program (QAP).
- MTGL implements and maintains custom in-house Quality Assurance and Control (QA/QC) plans to ensure quality of the materials being used in the work.
- MTGL uses subconsultants for geotechnical engineering, materials testing, and inspection services that are not included in our fee schedule. Subconsultants will be pre-approved by the City.

- MTGL has a clear understanding of Safety Compliance requirements.
- Our core value is to work closely and communicate with the City and its project's team members, as applicable, to help ensure our scope of services are provided in a timely manner and are within our authorized budget.
- MTGL has proven its ability to respond quickly and effectively to any requested tasks for our clients.
- Our goal is to provide continuity of personnel used throughout a project, quick response time to requests, and accuracy of our reporting.
- MTGL has experienced key personnel available to respond to questions or requests. Our inspectors and technicians are cross-trained and certified with ICC, AWS/CWI, ACI, DSA, Caltrans, and Nuclear Gauge Safety Listed below is their contact information.

Phone # | Fax #:	P: 714-632-2999 | F: 714-632-2974
Engineers and geologists; Contact person concerning the proposal, technical, and authority signatory for all final reports:	Isaac Chun, P.E., G.E. | ichun@mtglinc.com Greg Wilson, P.G., C.E.G. | gwilson@mtglinc.com
Contract authority signatory and to bind MTGL all commitments:	Michelle Elliott | melliott@mtglinc.com
Contact person during and after period of RFP evaluation:	Isaac Chun | ichun@mtglinc.com

- All services will be serviced at 2992 E. La Palma Avenue, Suite A, Anaheim, California.

We have read and reviewed thoroughly all the contents in the RFP, and fully understand its intent. We are willing to enter into an agreement under the terms and conditions for the City of Buena Park Draft Agreement without exceptions.

It is MTGL's goal to meet the quality and value expectations for the City of Buena Park with efficiency and cost savings. We thank you for reviewing our submittal.

Should you have any questions, or require additional information, please do not hesitate to contact us.

Respectfully Submitted,

MTGL, Inc.



Michelle Elliott
Owner/CEO

LOCAL STAFFING LIST

With 84 employees including engineers, field technicians and inspectors serving our projects daily, we have the capabilities, experiences, and resources to provide and to perform geotechnical engineering and materials testing services on an on-call and/or as-needed basis.

We propose **Isaac Chun, P.E., G.E., Greg Wilson, P.G.,C.E.G, Jay Rowerdink, Saul Cruz, and Robert Schubert** as our core project engineering and management team. All five (5) members bring extensive experience in the geotechnical and materials testing consulting industry. Our field technicians will be **Marko Liu, Colton Senger, Min Naing, and Christopher Bunker**. They will be committed for this contract and will be paid utilizing current prevailing wage rates when appropriate.

Name	Positions	Availability
Isaac Chun, P.E., G.E.	Geotechnical and Material Engineer	60%
Greg Wilson, P.G., C.E.G.	Geologist/Geotechnical Field Supervisor	70%
Jay Rowerdink, E.I.T.	Staff Engineer	100%
Saul Cruz	Field Supervisor	75%
Robert Schubert	Laboratory Manager	65%
Marko Liu	Field Technician/Material Tester	50%
Colton Senger	Field Technician/Material Tester	75%
Min Naing	Field Technician/Material Tester	50%
Christopher Bunker	Field Technician/Material Tester	50%

MTGL will use the following subconsultant. MTGL will provide additional subconsultants/subcontractors if projects require services that are outside of our fee schedule. All subconsultants/subcontractors will be pre-approved by the City of Buena Park.

Normal Drilling	Baja Exploration | Phone: 760-743-7678
CPT Drilling	Kehoe Testing & Engineering, Inc. | Cell: 714-901-7270
Disposal	American Integrated Services | Phone: 310-864-6029
Utility Location	Ground Penetrating Radar Systems | P: 818-813-3614

MTGL will work and communicate closely with the City of Buena Park Representatives, all project stakeholders and other relevant persons. We will participate in pre-construction meetings, field meetings, and construction progress meetings, acceptance of work, final walk-through meetings, as built plan completion meetings, and other administrative meetings (if needed and/or requested).

MTGL's project team are full-time employees, and they will be available through the extent proposed for the duration of the project assigned. They will not be removed or replaced without the prior written approval of the City of Buena Park.

KEY PERSONNEL/TITLE	CAPABILITES (SCOPE OF SERVICES)
Isaac Chun, P.E., G.E. Geotechnical Engineer Engineering Manager	▪ Primary point of contact. ▪ Provides technical review of geotechnical recommendations to check for compliance with city regulations. ▪ Works on technical issues during design development. ▪ Project Management; Document Review; Preparation of Final Report. ▪ Authorized signatory for final reports.
Greg Wilson, P.G., C.E.G. Senior Engineering Geologist	▪ Assists geotechnical engineer for any related geologic hazards and issues. ▪ Project Management; Document Review; Preparation of Final Report. ▪ Provides field supervision as necessary.
Jay Rowerdink, E.I.T. Staff Engineer	▪ Assists MTGL's engineers and geologists with geotechnical related and materials testing services. ▪ Document review and prepare draft proposal and reports. ▪ Perform fieldwork during investigations.
Robert Schubert Laboratory Manager	▪ Oversee all aspects of all laboratory testing.
Saul Cruz Field Supervisor	▪ Support inspectors and technicians ensured all applicable codes were compliance during inspections and testing.
Special Inspectors **Field Technicians**	▪ Performing field inspections and other quality control activities including necessary materials testing as requested by the City. ▪ Perform Materials testing: soil compaction testing, concrete, masonry, batch plant, site structural steel testing, rebar testing, pull and torque testing, paving tests as required by the plans and specifications. ▪ Collecting samples and testing their strength properties (soil, gravel, asphalt, concrete, slurry seal). ▪ Checking subgrade compaction for concrete and asphalt construction. ▪ Perform tests for sieve analysis, sand equivalent, and cleanness, as needed. ▪ Checking compaction of asphalt pavement and overlays. ▪ Performing plant inspection at facilities supplying concrete and hot mix asphalt, if needed. ▪ Provide test results to the City. ▪ Provide summary report of testing results.

ADVANCE NOTICE REQUIREMENTS

Our communication for service starts with the City Representative on the project. The service will be provided as defined in the contract, task order, plans, and specifications. Once awarded, we notify our client immediately to provide scheduling procedure information. For geotechnical investigation, the City will be in communication with our engineering department to review project timelines and scheduling.

We have a defined notice of 24 hours for service calls. Our dispatch department can be reach either phone or email. They will process the requests for the following day's service up to 4:00 PM the previous day. We also cover any short notice and last-minute calls with our first available technician. Should there be a need for a short notice inspection, our team of qualified inspectors and technicians will be dispatched as soon as possible. Any after-hour requests will be answered in a timely manner.

Our friendly dispatch team can be reached by phone or email by utilizing the contact information below.

DISPATCH	**800-491-2990** dispatch@mtglinc.com

ISAAC CHUN, P.E., G.E.
Geotechnical Engineer/Engineering Manager

EXPERIENCE
Years of Experience: 31

Years with MTGL: 11

EDUCATION
- B.S. Civil Engineering, California State Polytechnic University, Pomona

LICENSES /CERTIFICATIONS
- State of California Registered Civil Engineer, RCE #59431
- State of California Registered Geotechnical Engineer, GE #2649

Isaac Chun is a Geotechnical Engineer and Engineering Manager with over 31 years of experience in the materials testing, construction inspection, and geotechnical engineering industry. He has been providing a variety of quality assurance/control services for numerous projects that include schools, buildings, bridges, hospitals, light rail transit, airports, and highways.

As the Engineering Manager, he is responsible for oversight and administration of all technical services including supervision of all technical staff, special inspectors, and technicians. His extensive experiences and knowledge base include geotechnical investigations, specialty pile design, seismic hazard mitigation, resource evaluation and characterization, slope stability analysis, settlement analysis, seepage analysis, performance testing, post-construction stability analysis, distress mapping, and soils characterization. His geotechnical construction experience includes specification review and augmentation, earthwork-related remediation, deep pile inspection, CIDH inspection, observation of ground improvement construction, and regulatory agency compliance. He is proficient with AutoCAD, GStabl, RocScience Slide, Shaft, L-Pile, All-Pile, Cliq, and SPT Liquefaction analysis.

RELEVANT PROJECT EXPERIENCE

CITY OF FULLERTON 303 W. Commonwealth Ave. Fullerton, CA 92832 **Contact/Phone** David Grantham, P.E. P: 714.738.6853	**City of Fullerton, On-Call Professional Engineering Services for Various Projects, Fullerton, CA.** Engineering Manager providing geotechnical investigation. He is providing final report which addresses the sampling and inspection, and findings results for each project.
CITY OF ANAHEIM 200 S. Anaheim Boulevard Anaheim, CA 92805 **Contact/Phone** Michelle Lee C: 714.231.8377	**City of Anaheim, On-Call Material Testing, Deputy Inspection, and Environmental Engineering Services, Anaheim, CA.** Engineering Manager providing geotechnical material testing and inspection services for to support the City of Anaheim's Department of Public Works projects.
CITY OF BUENA PARK 6650 Beach Boulevard Buena Park, CA 90622 **Contact/Phone** Nabil S. Henein, Director of Public Work/City Engineer P: 714.562.3672 Nader Alqam, Assistant Engineer P: 714.562.3672	**City of Buena Park, On-Call Professional Geotechnical and Material Testing Services, Buena Park, CA.** Engineering Manager providing on-call geotechnical and material testing services including conduct geotechnical observation, field testing, laboratory work, and other geotechnical-related items, and other geotechnical and material testing-related tasks, as necessary.

GREG WILSON, P.G., C.E.G.
Geologist/Geotechnical Field Supervisor

EXPERIENCE
Years of Experience: 7

Years with MTGL: 6 Mos.

EDUCATION
- B.S. Geology, University of California, Los Angeles

LICENSES & CERTIFICATIONS
- State of California Professional Geologist, PG #9777
- State of California, Certified Engineering Geologist, CEG #2776
- Site Safety & Health Officer (EM-385-1-1)
- CPN Radiation Safety Certificate

Greg Wilson has recently joined with MTGL with over seven (7) years of experience providing geotechnical engineering and consulting services in California. He has worked on hundreds of geotechnical and geologic hazard investigations of varying size and type; lightly loaded structures; new buildings; pedestrian, rail, and motorized vehicle bridges; rehabilitation, reconstruction, and new construction of streets and highways; airport taxiways and runways; pipelines; hospitals; K-12, and community college projects. He has extensive experience drilling, logging, and sampling a wide variety of subsurface excavations using a variety of methods, including but not limited to, truck-mounted drill rigs, limited access drill rigs, and tripod-mounted drill rigs. He has also logged, and sampled test pits and trenches excavated by hand, backhoes, and excavators, and has excavated, logged, and sampled shallow borings using hand augers and manual equipment.

He has been the responsible geologist in charge for many of the geotechnical investigations he has worked on. Duties in this capacity generally include reviewing the proposed improvements along with readily available geologic and geotechnical information at the site to develop an appropriate scope of work, assigning laboratory tests to evaluate pertinent engineering properties, reviewing field and laboratory data, performing engineering analyses, providing geotechnical conclusions and recommendations, and signing and sealing the geotechnical report.

RELEVANT PROJECT EXPERIENCE

CITY OF DEL MAR 1050 Camino Del Mar Del Mar, CA 92014 **Contact/Phone** Joe Bride, P.E. P: 858.755.9313	**City of Del Mar Professional Consulting Services Agreement, Del Mar, CA.** Project Manager and Geologist during a geotechnical investigation for the design and construction of the Camino del Mar Crossing project. Proposed improvements consisted of trenchless pipeline construction for the installation of a new water pipeline beneath Camino del Mar and other ancillary improvements.
CITY OF SAN DIEGO 525 B Street, Suite 750 San Diego, CA 92101 **Contact/Phone** Serpil Yazar, P.E. P: 619.533.4207	**City of San Diego Euclid and Market Complete Street Project, Slope Repair Phase, San Diego, CA.** Project Geologist during a geotechnical investigation for the design of one mile of roadway widening and green infrastructure improvements including storm water catch basins, permeable pavements, storm water treatment Silva Cells, new sidewalk, and new curb and gutter. Trenchless pipeline construction is proposed along Euclid Avenue beneath the existing MTS Trolley Line. Field geologist during multiple phases (change orders) of slope repair and fill slope reconstruction.

JAY ROWERDINK, E.I.T.
Staff Engineer

EXPERIENCE
Years of Experience: 5
Years with MTGL: 5

EDUCATION
- B.S. Civil Engineering, San Diego State University, San Diego

LICENSES /CERTIFICATIONS
- Engineer-In-Training #168434;
- ACI (Concrete Field-Testing Grade I);
- Caltrans (CT 504, 518, 523, 539, 540, 543, 556, 557)
- APNGA Portable Nuclear Gauge Safety;
- OSHA 30-Hour Outreach Training for the Construction Industry

Jay Rowerdink has over five (5) years of experience with civil engineering experience including field materials testing and site exploration/investigation (findings), compiling and reporting data (groundwater details, lab testing, compaction reports, and grading), and construction observation/monitoring to assure compliance with recommendations.

He assists MTGL's Principal Geotechnical Engineer, Isaac Chun, P.E., G.E., and other engineers with anything related to geotechnical and materials testing services. He is responsible and professional especially in regarding to materials testing and inspection services. He will also be responsible for preparing and submitting completed reports of all on-site activities on daily basis.

He brings excellent documentation skills, along with an aptitude for identifying construction difficulties early on and resolving those issues expeditiously. His recent experience has allowed him to develop strong skills in working efficiently and proactively on any project. His communication skills, diligence, and dedication to his profession make him a great addition to any project team.

RELEVANT PROJECT EXPERIENCE

CITY OF FULLERTON 303 W. Commonwealth Ave. Fullerton, CA 92832 **Contact/Phone** David Grantham, P.E. P: 714.738.6853	**City of Fullerton, On-Call Professional Engineering Services for Various Projects, Fullerton, CA.** Staff Engineer in assisting MTGL's engineer providing field materials testing and site exploration/investigation (findings), compiling and reporting data (lab testing) and construction observation, monitoring to assure compliance with recommendations.
CITY OF ANAHEIM 200 S. Anaheim Boulevard Anaheim, CA 92805 **Contact/Phone** Michelle Lee C: 714.231.8377	**City of Anaheim, On-Call Material Testing, Deputy Inspection, and Environmental Engineering Services, Anaheim, CA.** Staff Engineer providing geotechnical material testing and inspection services for to support the City of Anaheim's Department of Public Works projects.
CITY OF LYNWOOD **C/O TRANSTECH ENGINEER** 13367 Benson Avenue Chino, CA 91710 **Contact/Phone** Ali Cayir, P.E. P: 909-595-8599 ali.cayir@transtech.org	**City of Lynwood Residential Street Improvement, Lynwood, CA.** Staff Engineer during materials testing services for the residential street improvement project consisted of the street surfaces were paved with asphalt concrete and, in certain areas, underlain by aggregate base or placed on subgrade with some binding material.

SAUL CRUZ

Field Supervisor/DSA Project Inspector Class 2/Special Inspector

EXPERIENCE

Years of Experience: 11
Years with MTGL: 6

LICENSES/CERTIFICATIONS

- DSA (Masonry #6023, Shotcrete #6176, Project Inspector Class 2 #6228)
- AWS #16060251(CWI)
- ASNT Course #103A Ultrasonics 1
- ICC #8112015 (Structural Steel and Bolting, Structural Welding, Structural Masonry, Spray-applied Fireproofing, Reinforced Concrete, Prestressed Concrete, California Commercial Mechanical, Master of Special Inspection, California DSA Shotcrete)
- ACI #1322996 (Concrete Field-Testing Grade I, Adhesive Anchor Installation, Masonry Field-Testing);
- PCI Quality Control Personnel Certification Technician (Level I #17141, Level II #17142)
- City of Los Angeles #P038816 (Steel)
- Face F-Number Measurement;
- IFC Firestop Special Inspection (ICC Course 10472);
- IFC Hands-on Multi-manufacture 4+ Firestop Product Training (ICC Course 12429);
- APNGA Radiation Safety Officer;
- APNGA Portable Nuclear Gauge Safety and USDOT Hazmat (Hazmat Refresher Training)

Saul Cruz is a Multi-Certified Inspector and DSA Project Inspector Class 2 with extensive experience with source, fabrication, mechanical splicing, structural connections, and other materials fabrication inspection. He is certified in every construction related inspection category. His among inspection a variety experience of construction extends methods to fabrication of structure types including; MSE Walls, Steel Frames for Towers and Bridge Formwork, Reinforced Concrete Elements, Mechanical Vessels, Earth Retaining Structures, Drainage Facilities, and Pipes and other hollow structural sections. His experience on projects ranging from small to large facilities construction. He has a good understanding of the compliance with DSA and OSHPD.

He is also the Assistant Safety Manager. His responsibilities are to ensure compliance with applicable federal, state, and local regulations pertaining to health, safety, and environmental issues. Communication is one of his keys to maintaining projects on track. He provides training and direction for our staff and anticipate an increase of inspection coverage with the adequate information.

RELEVANT PROJECT EXPERIENCE

CITY OF MANHATTAN BEACH
3621 Bell Avenue
Manhattan Beach, CA 90206

Contact/Phone
Helen Shi, Senior Civil Engineer
P: 310-802-5354
hshi@citymb.info

City of Manhattan Beach, Traffic Signal Modification – Sepulveda Boulevard/8th Street, Manhattan Beach, CA. Field Supervisor, responsible for operations with technicians to ensure all applicable codes are compliant during inspections and testing activities.

FRONTIER-KEMPER/TUTOR PERINI, JV
15900 Olden Street
Sylmar, CA 91342

Contact/Phone
Doc Kim, P.E.
Project Quality Manager
P: 818-362-2062
dkim@frontierkemper.com

Metro Westside Purple Line Extension Section 3 – Tunnels, Los Angeles, CA. Field Supervisor, responsible for operations with inspectors and technicians ensured all applicable codes were compliance during inspections and testing activities for the project consists of two (2) bored subway tunnels, 13,680 LF excavated using Earth Pressure Balance TBMs.

RAILWORKS TRACK SERVICES
12740 Lakeland Road, Suite B
Santa Fe Springs, CA 90670

Contact/Phone
Nelson Tong
P: 562-447-8671
nelson.tong@railworks.com

Metro Blue Line Track/System Refurbishment, Los Angeles, CA. Field Supervisor, responsible for operations with inspectors and technicians ensured all applicable codes were compliance during inspections and testing activities for the project refurbishment of the Blue Line track and signal system to enhance safety and provide upgrades to the oldest light rail line in the Los Angeles area.

ROBERT SCHUBERT
Laboratory Manager

EXPERIENCE
Years of Experience: 15
Years with MTGL: 6

LICENSES /CERTIFICATIONS
- ACI (Aggregate Testing Level 1, Concrete Strength Testing, Concrete Laboratory Testing Level 1, Aggregate Base Testing, Concrete Field-Testing Grade I, Masonry Laboratory Testing)
- Caltrans (CT 105, 125AGG, 125HMA, 201, 202, 205, 216, 217, 226, 227, 229, 306, 504, 518, 521, 523, 523.1, 523.2, 539, 540, 543, 556, 557); AASHTO/ASTM (T11, T27, R47, R76, T166, T176, T209, T255, T269, T275, T308, T329, T335)
- NICET #145834 Materials Testing (Level II: Asphalt, Concrete; Level III: Soils)
- APNGA (USDOT Hazmat, Nuclear Gauge Safety)
- OSHA 10

Robert Schubert has over 15 years of experience in the construction industry.

His background provides him with a wide range of experience in testing and inspection which includes concrete, soil, concrete masonry units, reinforcing steel, fireproofing, and aggregates. He has in-depth knowledge of standard test methods published by ASTM, AASHTO and Caltrans.

He is knowledgeable of all relevant standard compliance and code requirements. He brings excellent documentation skills, along with an aptitude for identifying construction difficulties early on and resolving those issues expeditiously.

He has successfully self-performed in third-party accreditation audits from agencies such as AASHTO Materials Reference Laboratory (AMRL), Cement and Concrete Reference Laboratory (CCRL), Caltrans, Division of the State Architect (DSA), and the United States Army Corps of Engineers (USACE).

RELEVANT PROJECT EXPERIENCE

CITY OF FULLERTON 303 W. Commonwealth Ave, Fullerton, CA 92832 **Contact/Phone** David Grantham, P.E. P: 714.738.6853 Tiffany Foo, P.E. P: 714.738.6321	**City of Fullerton, On-Call Professional Engineering Services for Various Projects, Fullerton, CA.** As Laboratory Supervisor, he ensures that all required testing of soil and asphalt samples were performed in accordance with standard test methods of American Society of Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), and California Department of Transportation (CTM) as specified in the project specifications and the City of Fullerton standards
CITY OF LYNWOOD **c/o Transtech Engineers** 13367 Bensen Ave, Chino, CA 91710 **Contact/Phone** Ali Cayir, P.E. P: 909.595.8599	**City of Lynwood, Residential Street Improvement, Lynwood, CA.** Laboratory Technician for the project consisted of the street surfaces were paved with asphalt concrete and, in certain areas, underlain by aggregate base or placed on subgrade with binding material.
CITY OF ANAHEIM 200 South Anaheim Blvd., Anaheim, CA 92805 **Contact/Phone** Michelle Lee P: 714.765.5176	**City of Anaheim, State College Boulevard Improvements from Ball Road to SR91 Freeway, Anaheim, CA.** Laboratory Supervisor during materials testing services included AC and PCC placement inspection, testing, and compaction testing.

MARKO LIU
Special Inspector/Field Technician/Material Tester

EXPERIENCE

Years of Experience: 14
Years with MTGL: 11

Marko Liu is an accomplished Special Inspector and Field Technician with 14 years of experience in the construction industry. He has over two (2) years of rail experience. He has in-depth experiences in all areas of structural construction with materials sampling and placement, plant inspection, source inspection, field testing, quality verification/acceptance, structure inspection, and quality program management and administration.

He has experience in fabrication plant and field inspection services in infrastructure projects such as bridges, highways, roads, heavy rail, and channels. He has personally inspected or provided testing at materials production and fabrication plants in Southern California. These facilities include rock quarries, concrete plants, asphalt plants, rebar splice coupling facilities, and precast concrete plants. His materials sampling and field-testing oversight experience include structure backfill materials, mechanical rebar couplers, asphalt concrete, reinforced concrete, and many more structural materials.

He is well-versed with the procedures and best practices outlined by the Caltrans Office of Structural Materials. He is equally knowledgeable with Caltrans Local Assistance Manual Procedures (LAPM) and inspection/testing procedures used by agencies overseeing infrastructure construction.

LICENSES /CERTIFICATIONS

ICC 8068159 (Soils, Reinforced Concrete, Structural Masonry, Spray-applied Fireproofing); ACI 01011872 (Concrete Field-Testing Grade I), Pacific Nuclear Technology Nuclear Gauge Safety

RELEVANT PROJECT EXPERIENCE

City of Anaheim (Imperial Highway Overpass Rehabilitation, Residential Street Improvement Group 6, Broadway Avenue Rehabilitation). Performed duties as a Special Inspector and Field Technician include soils, masonry, asphalt concrete, reinforced concrete, concrete placement, batch plant, pull testing, epoxy and anchor dowel inspection, along with concrete sampling.

City of Brea – Lagos De Moreno Park. Performed duties as a Special Inspector and Field Technician include soils, masonry, asphalt concrete, reinforced concrete, concrete placement, batch plant, pull testing, epoxy and anchor dowel inspection, along with concrete sampling.

City of Orange – 2012-2013 Streets Projects. Performed duties as a Special Inspector and Field Technician include soils, masonry, asphalt concrete, reinforced concrete, concrete placement, batch plant, pull testing, epoxy and anchor dowel inspection, along with concrete sampling.

City of Villa Park – Sewer Rehabilitation. Performed duties as a Special Inspector and Field Technician include soils, masonry, asphalt concrete, reinforced concrete, concrete placement, batch plant, pull testing, epoxy and anchor dowel inspection, along with concrete sampling.

City of Commerce – Safe Routes. Performed duties as a Special Inspector and Field Technician include soils, masonry, asphalt concrete, reinforced concrete, concrete placement, batch plant, pull testing, epoxy and anchor dowel inspection, along with concrete sampling.

City of La Mirada Community – La Mirada Phase 3 Street Rehabilitation. Performed duties as a Special Inspector and Field Technician include soils, masonry, asphalt concrete, reinforced concrete, concrete placement, batch plant, pull testing, epoxy and anchor dowel inspection, along with concrete sampling.

COLTON SENGER
Field Technician

EXPERIENCE
Years of Experience: 5
Years with MTGL: 5

AVAILABILITY
75%

LICENSES /CERTIFICATIONS
- ACI (Concrete Field-Testing Grade I);
- ICC Soil Inspector
- Caltrans (CT 105,125AGG, 201, 202, 205, 216, 217, 226, 227, 229);
- FACE F-Number Measurement using Dipstick Floor Profiler

Colton Senger has over five (5) years of experience in the construction industry. He has experience in testing and inspection including concrete, soil, concrete masonry units, reinforcing steel, fireproofing and aggregates. He has in-depth knowledge of standard test methods published by ASTM, AASHTO and Caltrans.

He is knowledgeable of all relevant standard compliance and code requirements. He brings excellent documentation skills, along with an aptitude for identifying construction difficulties early on and resolving those issues expeditiously. His experience has allowed him to develop strong skills in working proactively on any project. His communication skills, diligence and dedication to his profession make him a great addition to any project team.

RELEVANT PROJECT EXPERIENCE

Los Angeles County Metropolitan Transportation Authority – Metro Center Street Project Design/Build, Los Angeles, CA. Duration: 01/19/2021-Present. Field Technician for the new Metro Center facility. The facility includes a LEED Certified building, designed for maximum efficiency, and is located at the LA Arts District that will provide a central hub for Metro's security operations, dispatch, and emergency coordination.

Los Angeles County Metropolitan Transportation Authority – Metro Westside Purple Line Extension Section 3, Los Angeles, CA. Duration: 11/05/2020-Present. Field Technician during materials testing and inspection services for the project consists of two (2) bored subway tunnels, 13,680 LF excavated using Earth Pressure Balance TBMs.

Los Angeles County Metropolitan Transportation Authority – Metro Southwestern Yard, Los Angeles, CA. Duration: 03/17/2016-06/13/2019. Field Technician during materials testing and inspection services for the project consisted of a 115,650 square foot facility consolidated maintenance facility that serve both the Crenshaw/LAX Line and the Metro Green Line. The facility designed, constructed, and equipped to perform service and inspection, heavy repairs, blow-down, body repairs, painting, storage, cleaning, and washing of light-rail vehicles (LRV) in the Metro fleet.

Los Angeles County Metropolitan Transportation Authority – Metro Willowbrook Rosa Park Project, Los Angeles, CA. Duration: 08/30/2018-12/31/2021. Field Technician during materials testing and inspection services for the project includes but is not limited to the construction of a pedestrian crossing, Blue Line platform improvements, a new pedestrian entry pathway, and station mezzanine.

Los Angeles County Metropolitan Transportation Authority – Metro Blue Line Track/System Refurbishment, Los Angeles, CA. Duration: 06/06/2018-10/15/2020. Field Technician during inspections and testing activities for this project refurbishment of the Blue Line track and signal system to enhance safety and provide upgrades to the oldest light rail line in the Los Angeles area.

Los Angeles County Metropolitan Transportation Authority – Metro Maintenance Building 61S, Los Angeles, CA. Duration: 2017-2019. Field Technician during inspections and testing activities for the project consisted of a 3-story, 86,500 square-foot maintenance facility, which service Maintenance of Way vehicles for Los Angeles Metro's Red and Purple Lines.

MIN NAING
Special Inspector/Field Technician/Material Tester

EXPERIENCE

Years of Experience: 28
Years with MTGL: 23

Min Naing has over 28 years of experience in the construction industry experienced performing quality oversight services. He has provided oversight to nearly every kind of horizontal construction operation to large scale roadway construction, roadway improvements, beautification and drainage improvements during roadway construction, ADA improvements, safe route to school projects, pavement rehabilitation of all types, airfield construction, highway construction, private development roadway construction, energy construction, water-related construction, and other City-Government Construction Improvement Projects.

He has overseen over 500,000 tons of structural asphalt concrete and hundreds of lineal feet of roadway-related drainage improvement constructions (gutters, median improvements, ramps, sidewalks, sewer replacements, and related appurtenant structures).

He has exceptional administrative and management skills for documenting and reporting procedures and construction processes directly related to Public Works Construction (Traffic Control, ADA Improvements, infrastructure detail of many types, stormwater mitigation installation, survey operations, progress pay, final pay items, equipment management, and construction quantities).

He has a strong proficiency with technical guidelines and industry directives published by the American Public Works Association, Caltrans Local Assistance Program, and other local authority guidelines.

LICENSES /CERTIFICATIONS

ACI (Field Testing Grade I); ICC (Soils, Reinforced Concrete); CPN Nuclear Gauge Safety

RELEVANT PROJECT EXPERIENCE

City of Fullerton (Victoria Drive Infrastructure Improvements Phase 1, W. Chapman Avenue Infrastructure, Valencia Drive Rehabilitation). Performed duties as a Special Inspector and Field Technician include soils, masonry, asphalt concrete, reinforced concrete, concrete placement, batch plant, pull testing, epoxy and anchor dowel inspection, along with concrete sampling.

City of Brea – Lagos De Moreno Park. Performed duties as a Special Inspector and Field Technician include soils, masonry, asphalt concrete, reinforced concrete, concrete placement, batch plant, pull testing, epoxy and anchor dowel inspection, along with concrete sampling.

City of Brea – Glenbrook Track Waterline Improvement. Performed duties as a Special Inspector and Field Technician include soils, masonry, asphalt concrete, reinforced concrete, concrete placement, batch plant, pull testing, epoxy and anchor dowel inspection, along with concrete sampling.

City of La Mirada Community – La Mirada Phase 3 Street Rehabilitation. Performed duties as a Special Inspector and Field Technician include soils, masonry, asphalt concrete, reinforced concrete, concrete placement, batch plant, pull testing, epoxy and anchor dowel inspection, along with concrete sampling.

City of Vernon – Downey Road Improvements. Performed duties as a Special Inspector and Field Technician include soils, masonry, asphalt concrete, reinforced concrete, concrete placement, batch plant, pull testing, epoxy and anchor dowel inspection, along with concrete sampling.

CHRISTOPHER BUNKER
Special Inspector/Field Technician

EXPERIENCE
Years of Experience: 15
Years with MTGL: 11

LICENSES /CERTIFICATIONS
- ICC #1091733 (Soil, Reinforced Concrete, Prestressed Concrete, Structural Masonry, Spray-applied Fireproofing, Commercial Building);
- ACI #00040566 (Grade I, Adhesive Anchor Installation);
- Caltrans Certified (CT 125AGG, 125GEN, 125HMA, 231, 375, 504, 518, 539, 540, 543, 556, 557);
- DSA (Shotcrete #6316);
- CPN Nuclear Gauge Safety

Christopher Bunker has 15+ years of experience as a Special Inspector and Field Technician in the construction industry. He is certified with ICC, ACI, DSA, Caltrans and Nuclear Gauge Safety. He has extensive experience working on public and private sectors projects ranging from small to large facilities such in airports, municipalities, agencies, highways, school districts, hospitals, and commercials. He has knowledge of the governing building code, all applicable standard codes, and regulations as well as in compliance of DSA Title 24 compliance with construction documents. He has excellent documentation skills and communication.

He is experienced in multiple aspects of performing mechanical, electrical, and plumbing (MEP) inspection. He is a proven material tester and pull tester on rebar, all threaded anchors and miscellaneous items that require tensile testing, and additionally he is qualified for material sampling which include soils, concrete, rebar, concrete block, and other miscellaneous items.

RELEVANT PROJECT EXPERIENCE

San Bernardino County Transportation Authority (SBCTA) Metrolink Active Transportation. Performed duties as a Field Technician provided soil testing and inspection for the Metrolink ATP Phase 1 Project. The project is a Federal-aid and financed in part by the US Department of Transportation (US DOT) to provide safe pedestrian/bicycle access, way-finding signage, sidewalk improvements, high-visibility crosswalks, bicycle parking, and improvements to key corridors of the regional bicycle network designed to directly connect to Metrolink Stations in six (6) cities in San Bernardino County.

California Air Resource Board; Riverside, CA. Performed duties as a Special Inspector and Field Technician providing testing and inspection services for the project consisting of 380,000 square foot building and one of largest most advance vehicle emissions testing and research facilities.

City of Victorville Project BM18-067(84) Signal and Road Improvements, Victorville, CA. Performed duties as a Field Technician provided soils testing and laboratory testing.

Bogert Trail Bridge Rehabilitation; Palm Springs, CA. Performed duties as a Special Inspector and Field Technician provided testing and inspection services for the project consisted of aesthetically upgraded and expanded the bridges dimensions provided full-sized traffic lanes along with the addition of shoulders.

I-215 Central Widening – Scott Road in Menifee and Nuevo Road in Perris, CA. Field Technician for the project widened 12.5-miles of Interstate 215 between Scott Road in Menifee and Nuevo Road in Perris. One (1) lane added in each direction to this section of I-215 and three (3) continuous Northbound lanes and Southbound lanes on I-215 between I-15 and SR 60.

MINIMUM QUALIFICATIONS

ABOUT MTGL

MTGL, Inc. (MTGL) was formed in 1993, by a group of seasoned professionals. We have been providing geotechnical engineering, materials testing, special inspection, and environmental consulting services throughout Southern California. In addition, we provide our services as an independent third party.

MTGL is a California corporation and a registered woman-owned, minority owned, disadvantaged, and small business enterprise. We have over 84 employees and three (3) offices throughout Southern California, including Anaheim, Riverside and San Diego. MTGL currently holds a current Buena Park business license.

MTGL is fully certified by numerous agencies to provide materials testing, special inspection, and geotechnical engineering services. Our Anaheim location size is 8,446 sq. ft., which includes our testing laboratory. MTGL's testing laboratory as well as field and lab personnel comply with requirements. Our certifications include:

- AASHTO R18
- Cement and Concrete Reference Laboratory (CCRL) Lab #2149
- Caltrans Accredited Laboratory (1 of 15 laboratories in CA, DBE Superpave Certified for HMA)
- Division of the State Architect (DSA) LEA#044
- Los Angeles Department of Building & Safety (LADBS) Approval # TA24780

MTGL implements and maintains custom in-house Quality Assurance and Control (QA/QC) plans to ensure quality and integrity of the materials being place. MTGL provides the same level of expertise in technical services as is required per the City's Quality Assurance Program (QAP). MTGL has the proven ability to respond quickly and effectively to any requested task for any individual project. Our current level of expertise and commitment towards each client allows us to provide the best value driven services.

Our core value is to work closely with and to communicate regularly with client/owner, county/city representative, construction manager, general contractor, architect, and structural engineer to ensure the project is on timely manner. Our engineers, inspectors and field technician value communication and good dialogue with the City Representative and rest of the project team.

DELIVERABLES

Based on our years of experience with private and public works projects, MTGL has developed best practices and strategies for improving project accountability and fiscal fitness as related to quality services and administration. Our communication is our key for service from beginning to end with the City Representative, and other teams of the project.

INSURANCE

MTGL maintains a $10 Million insurance policy. We fully comply with all provisions of all applicable workers' compensation insurance laws and will procure and maintain in full force and effect workers' compensation insurance covering its partners, employees, and agents while said persons are performing services according to the Agreement. If selected awarded, we will provide the certificate of insurance to the City of Buena Park as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for worker' compensation.

Deficiency Log

Any deficiency found will be immediately brought to the City's Representative, Construction Manager, the Contractor and if applicable, the sub-contractor involved. If the deficiency is not resolved within 72 hours, we will distribute a deficiency log to all parties involved. We will proactively work with the party responsible for the deficiency to ensure that it is resolved.

FIRM EXPERIENCE

Our experience extends to projects directly overseen by nearly every type of oversight agency, funding agency, service agency, utility company, construction administration organization, government, and many other public agencies.

Pavement Investigations

MTGL regularly performs pavement investigations for cities in Southern California to provide their designers and planners appropriate recommendations for their aging streets. Our understanding of cities' needs to find and implement cost-effective solutions has helped develop our approach to these types of projects.

Upon Notice to Proceed (NTP), we will coordinate with the City's representative to tailor the project's scope of work to a tentative schedule. This typically includes preparing ROW and Traffic Control permits, and providing notice to our sub-contractors that the work has been authorized. Prior to coring the pavement, we will perform a site reconnaissance to mark-out the core locations and USA DigAlert will be notified. An MTGL engineer will walk the streets to evaluate the pavement surface, identifying distresses critical to developing conclusions and recommendations. The pavement will be cored at the marked-out locations and the cores and subgrade will be sampled. The materials encountered will be logged, and the samples taken will be transported to MTGL's full-service geotechnical laboratory, where select samples will be tested, typically for an R-value. The findings of the field investigation and laboratory testing will be used to develop new pavement sections and appropriate alternative rehabilitation and reconstruction recommendations.

Recent pavement investigation projects for cities include:

City of La Habra, North Wiatt Way, October 2023 – Project is currently in progress. MTGL is quickly evaluating a street that was recently included in a larger project that has already been designed and ready for construction. MTGL is coring and sampling in 2 locations and hopes to provide pavement recommendations consistent with the larger project that is ready for construction.

City of Rosemead, Arterial Pavement Rehabilitation Project, March 2023 – Evaluated the pavement in 18 locations to confirm pavement thicknesses prior to mill an overlay rehabilitation, with localized dig-out reconstruction recommendations.

City of Maywood, FY 22/23 Pavement Rehabilitation Program, March 2023 - Evaluated the pavement in 37 locations to confirm pavement thicknesses prior to mill an overlay rehabilitation, with localized dig-out reconstruction recommendations.

City of Fullerton, Barris Drive, Hollydale Drive, and Shadow Lane Pavement Investigations, November 2022 - Evaluated the pavement by coring the pavement in 4 to 5 locations on each of the three streets to develop new pavement reconstruction recommendations.

REFERENCES

1	
CLIENT NAME AND ADDRESS	**CITY OF ANAHEIM** 200 South Anaheim Boulevard, Anaheim, California 92805
CLIENT CONTACT INFORMATION	Michelle Lee, E.I.T. | P: 714-231-8377 | miclee@anaheim.net Jose Cortez, P.E. | P: 714-765-5039
2	
CLIENT NAME AND ADDRESS	**CITY OF TORRANCE** 3031 Torrance Blvd, Torrance, California 90503
CLIENT CONTACT INFORMATION	Cesar Aguilar, Assistant Engineer P: 310-618-3061 | caguilar@torranceca.gov
3	
CLIENT NAME AND ADDRESS	**CITY OF TEMECULA** 43200 Business Park Drive, Temecula, California 92590
CLIENT CONTACT INFORMATION	Ryan Castillo, Supervising Public Works Inspector P: 951-693-3964 | ryan.castillo@temeculaca.gov
4	
CLIENT NAME AND ADDRESS	**CITY OF LA CAÑADA-FLINTRIDGE** One Civic Center Drive, La Cañada-Flintridge, California 91011
CLIENT CONTACT INFORMATION	Maged El-Rabaa, P.E., City Engineer P: 818-790-8882 x205 | cityengineer@lcf.ca.gov

MTGL Fee Schedule for Prevailing Wages July 1, 2023 - July 1, 2024

PROFESSIONAL SERVICES	UNIT	RATE
Staff Engineer / Geologist	HR	$ 115.00
Project Manager/Engineer/Geologist	HR	$ 135.00
Principal Engineer/Geologist	HR	$ 175.00
Draftsperson	HR	$ 70.00
Certified Payroll (Per Pay Period)		$ 95.00

FIELD INSPECTION PERSONNEL	UNIT	RATE
ICC Special Inspector	HR	$ 118.00
Soils/Asphalt Technician	HR	$ 118.00
AWS/CWI Welding Inspector	HR	$ 118.00
Steel Fabrication / NDT Technician	HR	$ 145.00
Field/Lab Supervisor	HR	$ 135.00
DSA Masonry/Shotcrete Inspector	HR	$ 125.00
L.A. Deputy Grading Inspector	HR	$ 125.00
Laboratory Technician	HR	$ 118.00
Multi-Certified Inspector	HR	$ 135.00
Pull l Torque Testing Technician	HR	$ 118.00
Batch Plant (Concrete or Asphalt) Technician	HR	$ 118.00
Floor Flatness / Levelness (Inc. Equipment)	DAY	$ 1,500.00
Prestressed/Post Tensioned Inspector	HR	$ 118.00
Concrete, Masonry, Asphalt Coring or Sawing		QUOTE
Travel Time	HR	Tech Rate
Mileage	MILE	$ 0.63

LAB TESTING - SOIL	UNIT	RATE
D422 Hydrometer Analysis	EACH	$ 175.00
D422 Sieve Analysis of Soil	EACH	$ 200.00
D558 Soil Cement - Maximum Density	EACH	$ 300.00
D559 Soil Cement - Sample Preparation	EACH	$ 100.00
D854 Specific Gravity of Soils	EACH	$ 125.00
D1140 Materials Finer than #200 (Sieve)	EACH	$ 60.00
D1557 Maximum Density	EACH	$ 290.00
D1883 California Bearing Ratio (CBR)	EACH	QUOTE
D2216 Soil Moisture Content by Mass	EACH	$ 25.00
D2419 Sand Equivalent	EACH	$ 110.00
D2434 Permeability	EACH	QUOTE
D2435 Consolidation	EACH	$ 225.00
D2435 Consolidation with Time Rate	EACH	$ 275.00
D2844 R-Value & Expansive Pressures	3 Points	$ 250.00
D2937 Moisture & Density (Ring Samples)	EACH	$ 30.00
D3080 Direct Shear	EACH	$ 200.00
D4318 Plasticity Index of Soils	EACH	$ 145.00
D4829 Expansion Index of Soils	EACH	$ 135.00
CT 216 CA Impact Max Density	EACH	$ 225.00
CT 216 CA Impact Rock Correction	EACH	$ 95.00

LAB TESTING - AGGREGATES	UNIT	RATE
C40 Organic Impurities in Fine Agg	EACH	$ 95.00
C88 Soundness by Sodium Sulfate	EACH	$ 315.00
C123 Percent Lightweight Particles	EACH	$ 215.00
C127 Specific Gravity (Coarse Agg)	EACH	$ 130.00
C128 Specific Gravity (Fine Agg)	EACH	$ 150.00
C131 Abrasion - Los Angeles Rattler	EACH	$ 235.00
C136 Sieve Analysis (Combined Agg)	EACH	$ 130.00
C136 Sieve Analysis (Fine or Coarse Agg)	EACH	$ 110.00
C142 Clay Lumps & Friable Particles	EACH	$ 135.00
C535 Abrasion (Large Agg) - Los Angeles Rattler	EACH	$ 235.00
C566 Moisture Content by Drying	EACH	$ 25.00
CT 227 Cleanness Value	EACH	$ 230.00
D3744 Durability Index	EACH	$ 180.00
D5821 Flat & Elongated Particles	EACH	$ 200.00
T335 Crushed Particles	EACH	$ 170.00

LAB TESTING - Misc.	UNIT	RATE
C67 Roofing Tile Absorption	EACH	$ 60.00
C67 Roofing Tile Strength Test	EACH	$ 60.00

Sample Pickup Charges	UNIT	RATE
Pick up Sample Trip Charge (2hr Minimum)	HR	$ 65.00
Weekend Sample Pick Up Charge (2hr Minimum)	HR	$ 80.00

LAB TESTING - CONCRETE	UNIT	RATE
C39 Compressive Strength - Concrete Cylinders (6" x 12")	EACH	$ 35.00
C39 Compressive Strength - Cores (6" Max. Diameter)	EACH	$ 55.00
C78 Flexural Strength - Beams (6" x 6")	EACH	$ 60.00
C157 Concrete Shrinkage (Set of 3)	SET	$ 350.00
Core Trimming (In Laboratory)	EACH	$ 55.00
C192 Concrete Trial Batch w/ Lab Testing	EACH	$ 1,100.00
C469 Modulus of Elasticity	EACH	$ 150.00
C495 Comp. Strength - Lightweight Concrete Fill	EACH	$ 45.00
Handling Charge - Beams Not Broken/Hold	EACH	$ 50.00
C496 Tensile Strength, Splitting	EACH	$ 75.00
C567 Unit Weight (Hardened Lightweight Concrete)	EACH	$ 50.00
C1140 Shotcrete Panel Test	EACH	$ 300.00

LAB TESTING - ASPHALT	UNIT	RATE
D1188 Core Density Parafilm Coated	EACH	$ 85.00
D1560 Stabilometer - HVEEM	EACH	$ 290.00
D1561 Max Density - HVEEM	EACH	$ 195.00
D2172 Asphalt Content by Solvents	EACH	$ 250.00
D3910 Wet Track Abrasion	EACH	$ 195.00
D5444 Gradation of Extracted Agg	EACH	$ 275.00
D6307 Asphalt Content by Ignition	EACH	$ 245.00
D6926 Max Density - Marshall	EACH	$ 295.00
D6927 Stability and Flow - Marshall	EACH	$ 375.00
T209/D2041 Theoretical Maximum Density	EACH	$ 150.00
T324 Hamburg Wheel	EACH	$ 1,000.00
CT 370 Moisture Content	EACH	$ 70.00

LAB TESTING - MASONRY	UNIT	RATE
C109 Mortar - 2" Cube Compressive Strength	EACH	$ 40.00
C140 Block - Compressive Strength	EACH	$ 75.00
C140 Block - Moisture & Absorption	EACH	$ 80.00
C140 Block - Unit Weight & Measurements	EACH	$ 275.00
C426 Block - Linear Shrinkage	EACH	$ 180.00
C780 Mortar - (2" x 4") Cylinders Comp. Strength	EACH	$ 35.00
C1019 Grout Prisms - Compressive Strength	EACH	$ 35.00
Handling Charge (Cylinders/Cubes/Prisms) Not Broken/Holds	EACH	$ 75.00
C1314 CMU Grouted Prisms - Comp. Strength (< 8" x 8" x 16")	EACH	$ 180.00
C1314 CMU Grouted Prisms - Comp. Strength (> 8" x 8" x 16")	EACH	$ 245.00
C67 Brick - Boil	EACH	$ 90.00
C67 Brick - Compressive Strength	EACH	$ 50.00
C67 Brick - Moisture & Absorption	EACH	$ 85.00

LAB TESTING - STEEL	UNIT	RATE
Steel Chemical Analysis/AWS Weld:Macroetch/Fracture/Bend Test	EACH	QUOTE
A325 High Strength Bolt, Nut & Washer Conformance (Per Assembly)	EACH	$ 180.00
A370 Brinell & Rockwell Hardness Test	EACH	$ 80.00
A370 Nelson Stud Tensile	EACH	$ 195.00
A370 Rebar Bend & Tensile Test No. 11 Bar & Smaller	EACH	$ 45.00
A615/706 Bend Test No. 11 Bar and Smaller	EACH	$ 60.00
A615/706 Tensile No. 11 Bar and Smaller	EACH	$ 65.00
A615/706 Tensile No. 14 Bar and Larger	EACH	QUOTE
A416 Prestressing Wire, Tension	EACH	$ 170.00
Sample Preparation (Cutting)	EACH	$ 80.00
A416 Prestressing Cable (7 Wire) - Yield & Tensile	EACH	$ 170.00
E605 Fireproofing Unit Weight	EACH	$ 60.00

EQUIPMENT CHARGES	UNIT	RATE
Air Meter	DAY	$ 30.00
Dye Penetrant Equipment	DAY	$ 50.00
Emissivity Test Kit	EACH	$ 50.00
Ground Rod Equipment	DAY	$ 50.00
Jacking Assembly	DAY	$ 65.00
Magnetic Particle Equipment	DAY	$ 50.00
Nuclear Density Gauge	DAY	$ 70.00
Pachometer	DAY	$ 55.00
Sand Cone Kit	DAY	$ 50.00
Schmidt Hammer	DAY	$ 45.00
Skidmore-Wilhelm Bolt Cell	DAY	$ 65.00
Torque Wrench	DAY	$ 50.00
Ultrasonic Equipment	DAY	$ 45.00
Outside Services		Cost +20%

Basis of Charges and Contract Terms

The charges for services and General Terms and Conditions set forth below will govern the provision of services and will constitute the contract terms between the Owner or Owner's Representative (Client) and MTGL, Inc unless the Client and MTGL, Inc. have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall supersede.

Minimum Field Hourly Charges

For Field Technicians, Special Inspectors or any on-site (field) materials testing services:

4 hours: 4-hour minimum charge up to the first four hours of work.
8 hours: 8-hour minimum charge for over four hours of work, up to eight hours.
Project time accrued includes portal to portal travel time.

Scheduling & Cancellations

• A 24-hour notice is required when scheduling an inspection or technician.

• A two-hour show -up charge will be applied to any service canceled the same day of service.

• Verbal request will be considered authorization to perform billable work. Client shall designate member(s) of staff who have authority to request services and notify MTGL in writing of their authorized representative. Otherwise all service requests are billable.

Overtime Rates

• Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.

• Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.

• A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

• Work performed by field or laboratory staff outside of normal business hours (5:00 AM - 5:00 PM) will be subject to the above overtime rates.

Administrative Charges

• All admintstrative costs including report distribution are billed at 5% of the monthly invoice total.

• Certified payroll requests will have a processing fee applied for each project, billed at $75 per payroll week.

Anticipated Costs

• MTGL estimates a budget to assist the client with code required inspections and testing based upon information provided by the client. MTGL's ability to perform within the estimated budget relies heavily on the accuracy of the information provided, as well as the cooperation of client's management staff.

• Project actual budget totals may vary. Estimated budget hours are based upon 40 hours a week, 8 hours a day, Monday-Friday. Client shall monitor the percentage of work remaining to assure inspections and testing is not greater than the estimated budget and adjusts the contractor's labor and scheduling to maintain the work completion schedule.

• Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by MTGL are NOT "guaranteed maximums," "lump sums;" or "not-to-exceed totals". Client will be invoiced for all work performed and only for work performed based on MTGL's working conditions and hours as an attachment to their contract.

• Additionally, any weekly overtime hours, Saturday or Sunday, double shift, and/or night shift differential for shop steel inspection are NOT included in MTGL's proposal.

Reimbursable Expenses & Outside Services

• Heavy equipment, subcontractor fees and expenses, supplemental insurance, travel, shipping, outside reproduction, and other reimbursable expenses will be invoiced at cost plus 20%.

• Outside services will be billed at cost plus 20% unless billed directly to and paid for by Client.

Travel Charges & Mileage

• For projects outside a 50-mile radius from the nearest MTGL facility, $0.58 per excess mile to and from the project will be charged for inspectors and technicians.

• When project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis.

• For all projects, $0.58 per mile rate and applicable travel time will be charged portal to portal for engineers, consultants, and supervisors from the laboratory to the project site and return.

Laboratory Testing

• A 2-hour minimum material sample pick-up charge with an hourly rate of $50 will be billed in addition to the prices quoted for testing.

• Quoted laboratory test rates assume samples are free of hazardous materials. Handling and testing of samples containing hazardous materials may include additional costs.

Weekend Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up during weekend to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized then MTGL will not be held responsible for any negative consequences for non-conformance .

Terms of Payment

• Invoices for all services willl be submitted monthly. These invoices are due in full upon presentation to client. Invoices outstanding over 45 days are considered past due and will be subject to a finance charge of 1.5% of the unpaid balance each month.

• All invoice errors or necessary corrections shall be brought to the attention of MTGL within 30 days of receipt of invoice. Thereafter, customer, acknowledges invoices are correct and valid.

• MTGL reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against MTGL, its subsidiaries, affiliates. servants and agents for termination of work on account of these terms.

• In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time. court costs, attorney fees and all other related expenses in such litigation. Additionally, in the event of a non- adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Prevailing Wage

Please note that all inspector and technician rates will increase every July 1, to commensurate with the State of California Prevailing Wage increases.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

PROFESSIONAL SERVICES AGREEMENT

NO. 23-32

DATE: **11/01/2023**

PROJECT: **On-Call Professional Geotechnical Inspection and Material Testing Services**

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: **Mina Mikhael**

Title: **Director of Public Works/ City Engineer**

Telephone: **(714) 562-3672**

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

THE CONSULTANT **Group Delta Consultants, Inc.**

Name of Business

Representative: Name: **Shah Ghanbari**

Title: **President**

Telephone: **(714) 660-7500**

Address: **32 Mauchly, Suite B**
Irvine, CA 92618

TERM OF SERVICE:

Commencement Date: **November 1, 2023**

Completion Date: **October 31, 2025**

CONTRACT AMOUNT: **No Guaranteed Minimum; Total Value Not-to-Exceed $200,000**

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

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE

APPROVED: _____ DATE: _____

AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BUENA PARK.

This Agreement for On-Call Professional Surveying Services ("Agreement") is dated **November 1, 2023**, and is between **Group Delta Consultants, Inc.**, a California corporation (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT and the CITY are sometimes referred to herein jointly as the "Parties" and singularly as "Party".

R E C I T A L S

A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to provide and perform on-call professional surveying services on the terms and conditions set forth herein (collectively, the "Services").

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

The Parties therefore agree as follows:

1.0 EMPLOYMENT OF CONSULTANT. The CITY hereby engage the CONSULTANT to provide, and the CONSULTANT hereby agrees to provide for the City, the Services described on the terms and conditions set forth in this Agreement.

2.0 SCOPE OF SERVICES. During the term of this Agreement, the CONSULTANT shall provide and perform the on-call professional surveying services that are set forth in *CONSULTANT's PROPOSAL* dated October 6, 2023 and attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction and subject to receipt of a written task order from the City. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the CONSULTANT shall provide the Services under the direction of the Desiganted Official (or his/her designee). The CONSULTANT shall commence performance of the Services upon receipt of a written notice or task order from the Designated Official authorizing the CONSULTANT to proceed, and only to the extent of such authorization or task order. The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice to proceed or task order from the Designated Official and shall perform the Services in a timely, and diligent manner.

4.0 TERM. The term of this Agreement shall commence on **November 1, 2023**, and shall remain in full force and effect until **October 31, 2025**, unless sooner terminated as provided in Section 10 of this Agreement.

5.0 COMPENSATION. The CONSULTANT shall perform the Services described in each task at the direction of the CITY, and CITY shall pay CONSULTANT in consideration for such

Services on a time and materials basis as enumerated in the fee schedule included in CONSULTANT's PROPOSAL attached hereto as Exhibit "A". The maximum "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the CONSULTANT is entitled to receive pursuant to this Agreement shall equal to the total value of task orders for Services approved by the City, provided that in no event shall the aggregate compensation paid to CONSULTANT under this Agreement exceed the sum of TWO HUNDRED THOUSAND DOLLARS (**$200,000**). No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

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

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

8.0 INDEPENDENT CONTRACTOR. The CONSULTANT is retained by the CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. The CONSULTANT shall be free to dispose of all portions of the CONSULTANT's time and activities that the CONSULTANT is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for the CITY's officers or employees. The CONSULTANT shall have no power to incur any debt, obligation or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. The 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 the CITY. The CONSULTANT shall pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and indemnify and hold the CITY harmless from any and all taxes, assessments, penalties and interest

asserted against the CITY by reason of the independent contractor relationship created by this Agreement. The CONSULTANT shall fully comply with applicable workers' compensation laws regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT shall indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

9.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, 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 Consultant's negligence or intentional misconduct in the performance of its services under this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY and the Indemnitees. The CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

9.1 Indemnity for Design Professional Services. To the fullest extent permitted by law, and subject to the provisions of California Civil Code 2782.8, the CONSULTANT shall, at its sole cost and expense, indemnify and hold harmless the CITY, its elected officials, officers, employees, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of the CONSULTANT, or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that the CONSULTANT shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code § 2782.8(c)(2).

9.2 Other Indemnities. Other than in the performance of professional design services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, to protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all direct (but not consequential) damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligent acts or omissions or willful misconduct of CONSULTANT, 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, except to the extent that Damages arise or result from the

negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall, subject to the provisions of Civil Code 2782.8, defend the Indemnitees in any action or actions filed in connection with any Damages, 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 the Indemnitees in connection therewith.

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

9.4 The CONSULTANT's covenant under this Section 9.0 shall survive theexpiration or termination of this Agreement for the period of any applicable statute of limitations governing a claim.

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

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

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

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

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

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

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

(d) Professional Liability Insurance

12.2 Minimum Limits of Insurance. The CONSULTANT shall maintain insurance coverage limits not 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 the Services/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages.

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

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

(d) Professional liability: $1,000,000 per claim, with an extended reporting period of not less than 2 years.

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

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

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

(b) Additional Insured Endorsements shall not:

(1) Be limited to “Ongoing Operations”;

(2) Exclude “Contractual Operations”;

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

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

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

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

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

12.5 Other Insurance Provisions. The CONSULTANT and the CITY further agree as follows:

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

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

(d) Any actual or alleged failure on the part of the 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 the CITY or any additional insured, in this or any other regard.

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

but not the duty, to obtain the insurance it deems necessary and the CONSULTANT shall promptly reimburse to the CITY any premium paid by the CITY.

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

12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

12.7 Verification of Coverage. The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the CITY or on such other forms approved by the CITY in writing, and amended to conform to the CITY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the CITY prior to the expiration of the affected coverages. The CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the CITY upon request.

12.8 Subcontractors. The 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 Servicesby the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

13.0 WORK PRODUCT.

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

13.2 Ownership.

(a) 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 the CONSULTANT in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of the 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 the CITY upon final payment being made. The CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

(b) The CONSULTANT hereby assigns to the 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 the CITY pursuant to subsection (a) above.

(c) The 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, the 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. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the 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 the 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 the 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 the 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. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Servicesassigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

13.4 Records. The 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 the CITY or the Designated Official. The 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, the CONSULTANT shall provide access to such books and records to the Designated Official, or his or her designees, and shall give the Designated Official, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the 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 the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "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. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

15.2 Permits and Licenses. The 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 the performance of services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval , perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

15.5 Accomplishment of Services. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

15.6 Captions for Convenience Only. 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.

15.7 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.

15.8 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 the CONSULTANT's and the CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

15.9 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.

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

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies. Further, this Agreement may call for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," the CONSULTANT shall comply in all respects with the all applicable provisions of the California Labor Code, including those set forth in Exhibit B, attached hereto.

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

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

15.15 Integrated Agreement and Modificaiton of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between the CITY and the 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.

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

15.17 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY's request for proposals, if any, shall prevail.

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

APPROVED: _____ DATE: _____

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

CITY OF BUENA PARK	CONSULTANT*
a California municipal corporation	**Group Delta Consultants, Inc.**
	Name of Business
_____	_____
Signature	Signature
Name: Aaron France	Name: **Shah Ghanbari**
Title: City Manager	Title: **President**

_____
Signature

Name: **Nikhila Srirangpatna**

Title: **CFO**

* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.**

ATTEST:
(SEAL)

_____
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

_____
Christopher G. Cardinale, City Attorney

APPROVED: _____ DATE: _____



OCTOBER 6, 2023

PROPOSAL TO PROVIDE
ON-CALL GEOTECHNICAL ENGINEERING AND MATERIALS TESTING SERVICES
FOR THE CITY OF BUENA PARK

GROUP DELTA

ANAHEIM | IRVINE | ONTARIO | TORRANCE | SAN DIEGO

(714) 660-7500 | WWW.GROUPDELTA.COM

GROUP DELTA

October 6, 2023

City of Buena Park
Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621

Attention: Cesar Ortiz, Principal Engineer

Subject: Proposal to Provide On-Call Geotechnical and Materials Testing Services

Dear Mr. Ortiz,

Group Delta Consultants, Inc. (Group Delta) is pleased to submit our proposal to provide On-Call Geotechnical and Materials Testing Services for the City of Buena Park. Group Delta is a full-service geotechnical engineering and materials testing firm providing geotechnical engineering, environmental engineering, engineering geology, forensics investigations, seismic analysis, materials testing and inspection. The firm has been providing services to cities, agencies and public firms throughout southern California since 1986. Group Delta currently has two certified laboratories and five offices throughout California. All work for the City of Buena Park will be provided from our Anaheim office and our Anaheim AASHTO Caltrans-certified laboratory.

During the past 37 years, we have acquired extensive experience conducting the requested services that fit the city's needs. We are uniquely qualified to provide the required services to the city, and offer the following advantages:

WE ARE EXPERIENCED WITH PUBLIC WORKS - Since our founding, our services have involved public works projects that include roads, pavements, storm drains, sewers, water transmission and storage facilities, wastewater facilities, schools, public buildings, bridges, airfields, port facilities, landslides and emergency response/forensic projects. Group Delta's professionals have also performed geotechnical investigations for numerous projects for surrounding municipalities with similar geotechnical conditions. Group Delta has established a record of completing projects on schedule and within budget for major clients in the public sector including the RCTC, SANBAG, City of Long Beach, City of Los Angeles, Caltrans, LA Metro, Los Angeles World Airport (LAWA), OCTA, OCPW, County of San Bernardino, and numerous local cities/agencies. Therefore, we understand the City's requirements pertaining to materials testing services and have established excellent working relationships.

PROVEN OVERALL COMPETENCE WITH ON-CALL CONTRACTS - We have provided similar services as an on-call consultant for geotechnical and materials testing services and understand the City's needs and processes. Our proposed team has successfully delivered quality services for a variety of Capital Improvement Programs for cities for many years. We have current on-call contracts with cities throughout Southern California. We are committed to continually providing a high level of competency and dedication to the City's upcoming projects.

RESPONSIVE METHODS AND TECHNIQUES TO TIMELY PERFORM – Our Project Manager, Jim Cunneen, JD, PE and the Group Delta team have developed effective methods and techniques to minimize response time and best service the City of Buena Park. Our personnel have demonstrated overall competence working on local projects, **including for the City of Buena Park, as well as for the cities of Anaheim, Newport Beach, Ontario, Moreno Valley, Garden Grove, and Irvine.** Our laboratory staff has more than five-50 years of diverse experience and various certifications. Our laboratory facilities are calibrated to testing standards mandated by AASHTO resource, including Caltrans, US Army Corps of Engineers, AMRL,

CCRL, City of Los Angeles and others. In addition, because we typically have multiple local projects in progress, we can most efficiently use our technicians who are already on site nearby to cover work at your site. Thus, we can reduce our cost because we are not mobilizing/demobilizing staff as frequently, reducing travel time to the project site. These elemental yet effective approaches to your projects consistently reduce delays or downtime on project sites, giving City staff the confidence that our deputized inspectors adequately represent the City's interests and objectives on every project. These are commitments to you which our record supports and we will continue to provide you.

We appreciate the opportunity to submit our proposal and look forward to the potential of offering our services for the City of Buena Park Public Works Department. Thank you for your consideration.

Sincerely,
GROUP DELTA CONSULTANTS



Jim Cunneen, JD, PE
Associate Engineer, Director of Client Relations
Inspection and Testing Services



Shah Ghanbari, PE
President

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2. LOCAL STAFFING LIST



MICHAEL GIVENS, PHD, PE, GE, PG

GEOTECHNICAL MANAGER



JIM CUNNEEN, JD, PE

PROJECT MANAGER



JANICE KREHBIEL

LABORATORY MANAGER



ERIN GALVAN

FIELD SERVICES COORDINATOR

PROJECT TEAM

Our Project Manager, Jim Cunneen, JD, PE has more than 35 years of experience. Mr. Cunneen provides support for operations, including management and administrative functions, contract administration, project management and quality assurance/quality control of engineering, mentoring staff, and environmental consulting services. Mr. Cunneen's experience includes performing geotechnical investigations, environmental due diligence / compliance, and construction materials testing for a wide range of major earthwork and construction projects such as bridges, roadways, capital improvements, heavy civil construction, education facilities, residential, commercial and industrial development, pipelines, and communications structures.

Our Geotechnical Manager, Michael Givens, PHD, PE, GE, PG has 18 years of experience in geotechnical and geological engineering. Dr. Givens has conducted project studies and formulated recommendations for geotechnical engineering projects including parks, slope stability, bridges, retaining walls, roads and parking lots, pipelines, sewer lines, storm drains, rail, residential and commercial construction as well as litigation support. He has been involved with projects through Design-Bid-Build and Design-Build delivery methods in seismically active Southern California and has developed a reputation for providing proactive and collaborative consulting services to meet client's needs.

Dr. Givens is well versed in reviewing contractors' technical submittals including quality control programs, start-up plans and schedules, monitoring and evaluating construction activities, as well as directing, coordinating, and reviewing work plans for improvement projects, construction. administration and inspection, and resource planning.

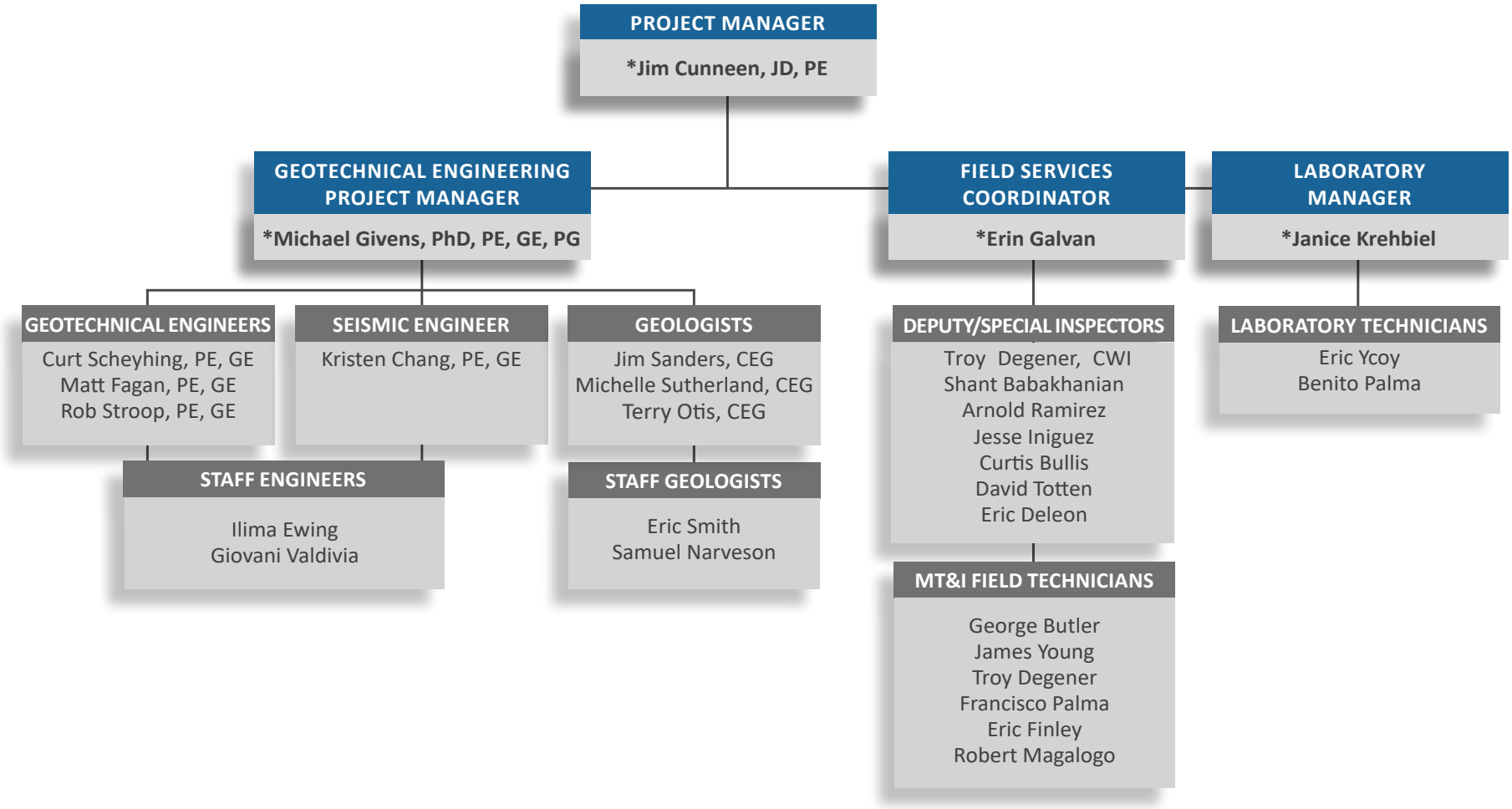
Laboratory Manager Janice Krehbiel has more than 33 years of laboratory experience, including 17 years as a supervisor. Her experience includes testing of soils, aggregates, concrete, asphalt,masonry, and reinforcing steel. Ms. Krehbiel supervises and performs all laboratorytesting, conducted in accordance with standards of ASTM, AASHTO and Caltrans. She is responsible for all laboratory testing services, scheduling tests to meet project deadlines.

Our Field Services Coordinator Ms. Galvan has 20 years of construction-related experience ranging from field services coordination to assisting with project management. She has provided project coordination, miscellaneous dispatch services and miscellaneous project management duties on a variety of projects including airports, roadway and freeway improvements, emergency road repairs, educational facilities, mixed use developments, and numerous other public and private projects. She has sound knowledge of building codes, jurisdictional requirements, and construction practices. Erin is thorough in preparing documentation and is professional and effective in her interactions with clients. Erin has extensive working knowledge of web-based programs such as Veo and Procore. Ms. Galvan is also responsible for assisting the Laboratory Manager with keeping the laboratory accreditations current and in good standing, which include: AASHTO resource (AMRL & CCRL), DSA, USACE Caltrans and the City of Los Angeles.

ORGANIZATIONAL CHART

Below is a chart showing our team organization. All key personnel will remain during the term of the agreement. **Transition Plan**: We understand the restrictions to changes in key personnel, and will notify the City in the event there are proposed changes in key personnel during the term of the agreement that are outside of Group Delta's control, or if the City requests such change. We have provided resumes for personnel indicated by an asterisk*. Additional resumes are available upon request.

City of BUENA PARK
Center of the Southland



STAFF AVAILABILITY

Name, Position	License/Certification	Availability
Jim Cunneen, Project Manager	JD PE, California #59444 OSHA 30 Hour Safety Training OSHA 10 Hour Construction Management	70%
Michael Givens, Geotechnical Manager	PE, California #81361 GE, California #3145 PG, California #9284	70%
Janice Krehbiel, Laboratory Manager	ACI Aggregate Testing Technician I ACI Aggregate Base Testing Technician Caltrans No. 105, 106, 201, 301, 304, 308, 309, 366, 370, 382, 417, 422, 643 NICET Level 3 Concrete #87589 NICET Level 3 Soil #87589 NICET Level 2 Geotechnical Laboratory #87589 NICET Level 3 Asphalt #87589 NICET Level 3 Highway Materials #87589 OSHA 30 Hour Safety Training	70%
Erin Galvan, Field Services Coordinator	Radiation Safety Officer	70%

3. ADVANCE NOTICE REQUIREMENTS

ABILITY TO DRAW UPON MULTI-DISCIPLINARY STAFF

Group Delta has nearly 100 highly skilled, technical staff inclusive of geotechnical engineers, geologists, environmental scientists, technicians, laboratory staff, and more in our nearby southern California offices. These staff are available to support this contract as needed, at a moment's notice. **Our Project Manager, Mr. Cunneen, and our Geotechnical Engineering Project Manager, Dr. Givens, both have the authority and capability to draw upon these resources at any time.**

Management Systems

Group Delta has a successful record of staffing, scheduling and budgeting projects. We pride ourselves on our long-standing reputation for highly skilled professionals who deliver high-quality projects within budget and on schedule. A key component of our effective project delivery is the regular use of a series of project control tools, procedures and methods as a basis for planning, scheduling, monitoring the scope and budget, document control, cost estimating, and accommodating project variables or changes. Our project controls are not only tracking tools (i.e. Microsoft Project and Deltek Vision), but also effective management activities.

Management activities include, but are not limited to:

- Effective staff supervision and communication
- Continuity of staff assignments
- Emphasis on proactive communication with clients and contractors
- Quick response to scheduling needs and changes
- Regular team meetings and quick resolution of issues/action items
- Regular communication between field staff and project manager
- Efficient cross-checking between in-house disciplines
- Project Accountant assigned to each project for invoicing and budget tracking

Management tools include, but are not limited to:

- Setup of a detailed project schedule at the initiation of project work utilizing Microsoft Project, Vertex42 or other client preferred method
- Schedule tracking of critical path items and requests for information or submittal reviews
- Progress tracking of billed effort, work in progress, and remaining budget
- Resource tracking to forecast needs to meet project manpower requirements
- Cash flow tracking in Vision to track actual costs versus budgeted costs
- Project cost estimate maintained to have up-to-date project data

We use these management activities and tools, along with our vast project experience, to accurately account for project requirements, demands, and challenges to ensure the project stays on track and within budget for our clients. We have hand-selected experienced staff who are available, committed, and are exceptionally skilled to meet and exceed the needs and expectations for this contract.

We will communicate with City staff to understand the full scope and schedule of the project and develop a clear schedule for Task Orders assigned. We will work with the project team to facilitate site access and logistical requirements. We are very familiar with working on active sites, streets, and private property. In addition, we have worked on many projects that required drilling at night or working on weekends.

4. RESUMES OF PROPOSED PERSONNEL

Key personnel resumes **demonstrating relevant, recent experience** are provided on the following pages.



JIM CUNNEEN, JD, PE

Project Manager

Years of Experience
35

Years with Group Delta
12

Professional Registrations

Civil Engineer, California No. 59444

Registered Environmental Assessor I, California No. 06320 (Program Ceased)

ASTM Training for Phase I ESAs

Education

Juris Doctor, American College of Law, Anaheim, California

Bachelor of Science, Civil Engineering, California State University, Long Beach

Mr. Cunneen has dedicated his professional career to continuous growth as a leader. He led over 20 technical professionals as Managing Director for Los Angeles and Orange Counties Area. Mr. Cunneen provides support for operations, including management and administrative functions, contract administration, project management and quality assurance/quality control of engineering, mentoring staff, and environmental consulting services. As Corporate Director of Client Relations, he values his client relationships, his good reputation, and continually works to foster not only technical presence but long-term business friendships and overall goodwill. Mr. Cunneen's experience includes performing geotechnical investigations, environmental due diligence /compliance, and construction materials testing for a wide range of major earthwork and constructions projects such as bridges, roadways, capital improvements, heavy civil construction, residential, commercial and industrial development, pipelines, and communications structures. Representative experience includes:. Representative experience includes:

City of Ontario, On-Call Materials Testing and Inspection, Ontario, California: Mr. Cunneen provided field testing inspection and geotechnical engineering services for this on-call agreement.

City of Ontario, Fire Department Training Facility, Ontario, California: The work performed under this Contract consists of the construction of several multi-story CMU-block buildings which comprise the Ontario Fire Department – Training Facility and Tower. The improvements include site work, the remodel of existing facilities and new construction. Site work includes demolition, grading, storm water runoff improvements, utility extensions, repaving and landscaping. Remodel work includes the renovation of an existing classroom building. Renovations include the demolition of interior areas, new walls and ceilings, new HVAC equipment and electrical upgrades. New construction includes several multi-story masonry buildings with concrete floors, steel pan stairs and burn areas.

City of Anaheim On-Call Geotechnical Services, Anaheim, California: Mr. Cunneen manages the On-Call Contract with City of Anaheim. Projects included: Anaheim Hills Road Transmission Main, Phase I; Imperial Highway/La Palma Avenue Intersection Widening; Imperial Highway/La Palma Avenue Street Improvements; Walnut Street Resurfacing; Rio Vista Street Improvements; Meadow Ridge Water Main; Katella Avenue Improvements; Magnolia Street Rehabilitation between Lincoln and Broadway; Tustin Avenue/SR-91 Freeway Interchange Improvements; Roosevelt Sub-Statin Improvements on various streets; and Transmission and Distribution Line Installation.

City of Anaheim Road Reconstruction Projects, Anaheim, California: Mr. Cunneen managed several completed reconstruction and utilities improvements projects. Services provided for these projects consisted of testing utility trench backfill, subgrade soils and aggregate base rock, asphalt concrete, PCC pavement, and batch plant inspections. The materials testing and inspections performed for the City of Anaheim projects were in accordance with the current edition of Caltrans testing methods and procedures. All testing was performed by Caltrans-certified field and laboratory technicians.



MICHAEL GIVENS, PHD, PE, GE, PG

Associate Geotechnical Engineer

Years of Experience

18

Years at Group Delta

4

Professional Registrations

Professional Engineer, California No. 81361

Professional Geologist, California No. 9284

Geotechnical Engineer, California No. 3145

Education

Doctor of Philosophy, Civil Engineering, University of California, Los Angeles

Master of Science, Civil Engineering, University of California, Los Angeles

Bachelor of Science, Geology, California State University, Long Beach

Dr. Givens has 18 years of experience in geotechnical and geological engineering. Dr. Givens has conducted project studies and formulated recommendations for geotechnical engineering projects including slope stability, bridges, retaining walls, roads and parking lots, pipelines, sewer lines, storm drains, rail, residential and commercial construction as well as litigation support. He has been involved with projects through Design-Bid-Build and Design-Build delivery methods in seismically active Southern California and has developed a reputation for providing proactive and collaborative consulting services to meet client's needs. Dr. Givens is well versed in reviewing contractors' technical submittals including quality control programs, start-up plans and schedules, monitoring and evaluating construction activities, as well as directing, coordinating and reviewing work plans for improvement projects, construction administration and inspection, and resource planning. Dr. Givens completed a Ph.D. in Civil Engineering at UCLA and is involved in various research projects related to the effects of soil-structure interaction (SSI) on the seismic response of buildings. Representative experience includes:

Jamboree Road Pavement Rehabilitation, Newport Beach, California: As Associate Geotechnical Engineer, Dr. Givens assisted the City in there planning for a street rehabilitation project for Jamboree Road from Pacific Coast Highway (PCH) to Ford Road. The project identified locations of needed asphalt concrete (AC) repair along the project area and Dr. Givens provided a Pavement Report detailing several cost-effective pavement repair alternatives. Additionally Dr. Givens directed a field investigation that included a deflection study, ground penetration radar study, and subsurface investigations. The final pavement report provided pavement rehabilitation recommendations including mill and overlay and localized removal and replacements. Also the report provided construction considerations and pertinent specifications that are required during construction.

SR 241/SR 91 Express Lanes Connector, Riverside and Orange County, California: As Associate Geotechnical Engineer, Dr. Givens is the geotechnical manager for this project that includes a geotechnical field investigation and providing pavement structural sections recommendations for the project. The project will provide improved access between SR-241 and SR-91 by providing a direct connector between the SR-241 and SR-91 express lanes. The project also includes new lanes and roadway alignment on the southbound SR-241, northbound SR-241, eastbound SR-91 and westbound SR-91, ramp realignment, drainage system improvements, and bridge structures and bridge widenings.

City of Garden Grove, On-Call Geotechnical, Pavement Design and Rehabilitation Tasks, Garden Grove, California: Dr. Givens directed geotechnical investigations for pavement rehabilitation on various public streets in the City of Garden Grove including Euclid Street, Lampson Avenue, Magnolia Street and other local streets studies included field investigation, laboratory testing, evaluation of existing pavement conditions, and recommendations for new pavements and pavement rehabilitation to allow the City to select the most economical and constructible strategy including options of Mill and Overlay, Removal and Replacement, Full Depth Reclamation (FDR), and Cold In Place Recycling. Structural section recommendations were developed considering combinations of Hot Mix Asphalt (HMA), Rubberized Hot Mix Asphalt (RHMA), Class 2 Aggregate Base (AB), and/or Class B Cement Treated Base (CTB-B) produced by recycling the materials from the pavement removal or FDR process. Soil-cement unconfined compression tests were performed to validate the cement ratio required for the CTB-B.



JANICE KREHBIEL

Laboratory Manager

Ms. Krehbiel has more than 33 years of laboratory experience, including 17 years as a supervisor. Her experience includes testing of soils, aggregates, concrete, asphalt, masonry, and reinforcing steel. Ms. Krehbiel supervises and performs all laboratory testing, conducted in accordance with standards of ASTM, AASHTO and Caltrans. She is responsible for scheduling tests to meet project deadlines. She administers the sample management program for identification, tracking, storage, retention, and disposal of all samples brought to the laboratory. She trains laboratory staff and performs quality review of all laboratory work, checks test data sheets for accuracy and completeness, and reviews calculations. She also coordinates calibration schedules and manages maintenance of lab equipment. Ms. Krehbiel is responsible for all laboratory testing services. Representative experience includes:

- Gerald Desmond Bridge Replacement
- West Mission Bay Drive Bridge Replacement
- Lakeside Library Geotechnical Investigation
- SR-91 Corridor Operations Project, Riverside and Orange Counties
- 805 North DAR Contract Acceptance Testing
- ACT I-10 Corridor Freight and Express Lanes, Contract 2
- I-15 Cajon Pass Design-Build Geotechnical
- I-405 Preliminary Geotechnical Investigation
- Riverside County Transportation Commission SR91 Improvements
- Riverside County Transportation Commission I-15 Express Lanes PCM
- SANDAG Midcoast Corridor, Segments 1 and 2
- Imperial County Airport Improvements, Geotechnical Investigation
- Otay Mesa East Land Port of Entry Lab Testing
- Zephyr Sports Arena Complex Redevelopment
- Los Angeles Unified School District
- Newport Mesa Unified School District
- Sweetwater Union High School District
- Grossmont Community College District
- City of Anaheim Convention Center Expansion
- City of Carlsbad, Pavement Cores Testing and Observation
- City of Carlsbad, Marron Rd Sidewalk Construction Program, Phase 1, Testing and Observation Services
- City of Vista, Highway 78 Offramp at Sycamore Avenue
- San Diego Community College District
- San Marcos Creekside District
- SDSU Mission Valley Site Development Construction Phase Testing and Observation Services
- UCSD Hillcrest Medical Center, Phase 1, Construction Testing and Observation Services
- UCSD Miramar & Athena Improvements, Testing and Observation Services
- UCSD Gilman Realignment, Testing and Observation Services
- Hollywood Park Development

Years of Experience

33

Years at Group Delta

13

Certifications

ACI Aggregate Base Testing Technician
Aggregate Testing Tech
- Level 1
NICET Level III - Materials Testing for Soil
NICET Level III - Materials Testing for Asphalt, Concrete
NICET Level III - Highway Materials
NICET Level II - Geotech Engineering Technology
- Laboratory
Nuclear Gauge Certified
OSHA 30-Hour Construction Safety
Caltrans Certified in Soils and Asphalt



ERIN GALVAN

Field Services Coordnator

Ms. Galvan has 20 years of construction-related experience ranging from field services coordination to assisting with project management. She has provided project coordination, miscellaneous dispatch services and miscellaneous project management duties on a variety of projects including airports, roadway and freeway improvements, emergency road repairs, educational facilities, mixed use developments, and numerous other public and private projects. She has sound knowledge of building codes, jurisdictional requirements, and construction practices. Erin is thorough in preparing documentation and is professional and effective in her interactions with clients. Erin has extensive working knowledge of web-based programs such as Veo and Procore. Ms. Galvan is also responsible for assisting the Laboratory Manager with keeping the laboratory accreditations current and in good standing, which include: AASHTO resource (AMRL & CCRL), DSA, USACE Caltrans and the City of Los Angeles.

Years of Experience

20

Years at Group Delta

9

Certifications

Authorized Company Signatory-John Wayne Airport

Radiation Safety Officer

5. EVIDENCE OF PRESCRIBED MINIMUM REQUIREMENTS

FIRM OVERVIEW

Group Delta Consultants, Inc. (Group Delta) is a highly qualified, full-service local consulting engineering firm that provides geotechnical engineering, soil and materials testing services, and environmental engineering services. Group Delta personnel have been providing professional consulting services from preliminary engineering design through construction for public facilities and municipalities since 1986. We have 96 professionals consisting of civil and geotechnical engineers, engineering geologists, laboratory and field technicians, special inspectors, and support personnel.

Group Delta has established a record of completing projects on schedule and within budget for major clients in the public and private sectors and our attention to detail on each and every project is unique in our industry. Group Delta's Anaheim office is conveniently located at 1320 S. Simpson Circle, Anaheim, CA 92806.

Group Delta provides professional consulting services during construction, including ACI-certified field technicians and ICC-certified special inspectors. Our field personnel have the field experience and on-going training necessary to quickly and accurately evaluate construction activities to ensure that the provisions of the contract documents and applicable codes are implemented throughout each project's duration.

COMPANY SIZE

96

NATURE OF WORK PERFORMED

- Geotechnical Engineering
- Materials Testing & Inspections
- Instrumentation
- Geology
- Seismology
- Environmental
- GeoForensics

YEARS IN BUSINESS

37

MARKET SECTORS

- Municipalities and many others

Software/Analytical Tools

Group Delta will use the following software programs for documents and deliverables:

- Microsoft Word for letters, reports, and technical memorandums
- Microsoft Excel for spreadsheets and calculation tables
- Microsoft PowerPoint for presentations
- Microsoft Project for schedules
- AutoDesk AutoCAD Civil 3D 2015 for computer-aided drawings

Group Delta also has the knowledge and ability to use the following computer programs for geotechnical and environmental analysis, design, and reporting:

- Rocscience Slide v2018
- Ensoft's LPILE v2013
- CivilTech's Allpile v.7
- CivilTech's LiquefyPro v.5
- Geologismiki's CpeT-IT and Cliq
- giNT for boring logs
- Modflow and Aqtesolv
- Bently Plaxis 2D & 3D

Group Delta can also introduce other computer programs for analysis, design, monitoring, management, and other related aspects of geotechnical, environmental and hydrogeology projects and provide technical training and support on an as-needed basis for the City's staff.

Familiarity with the City of Buena Park standards, provisions, and practices

Group Delta has worked in the City of Buena Park and we are familiar with the standard plans, provisions and practices. We most recently had the opportunity to work with the City of Buena Park on the Construction Engineering Services for the 2020-2021 Annual Pavement Rehabilitation Project and the Engineering Services for Crescent Avenue Rehabilitation Project. Our work on these two projects provided us with first-hand experience on how the city procures their task orders and approaches bidding, pre-construction, construction, and post construction processes. Group Delta has also provided similar on-call services for many of the cities and agencies in surrounding areas near the City of Buena Park.

FIRM EXPERIENCE AND EXPERTISE

Materials Testing Services

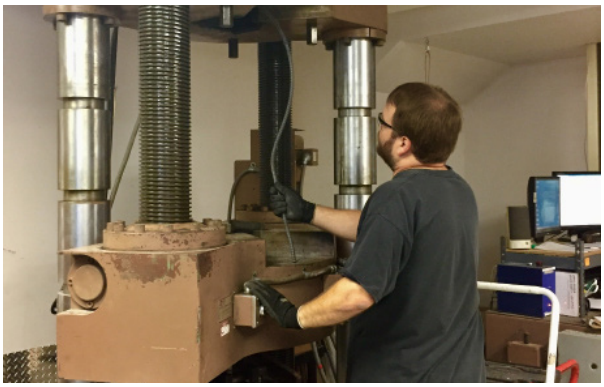
Group Delta has two materials testing laboratories. They are located in Anaheim and San Diego, California. Our laboratories are licensed as an approved testing facility by various agencies including the Division of the State Architect (DSA), City of Los Angeles, Caltrans, CCRL and AASHTO resource.

Soils Testing

- Classification & Index
- Strength Tests
- Volumetric Change
- Permeability
- Compaction
- Aggregate/Subgrade
- Materials Testing
- Asphalt Testing
- Concrete Aggregate
- Concrete Cylinders
- Concrete Beams
- Masonry
- Masonry Unit Cubes
- Masonry Prisms
- Grout/Mortar
- Dry Pack Blocks
- Shotcrete
- Batch Plant Inspections
- Reinforcing Steel
- Structural Steel
- Chemical Physical Properties
- AWS/CWI Welding
- Post-Tensioning
- Epoxy Dowels/ Drilled in Anchors
- Pull Testing
- Non Destructive Testing – UT/MT
- High Strength Bolting
- Fireproofing Inspections and Sampling
- Concrete & Masonry Coring and Extraction
- Mix Design Reviews & Trial Batched
- Fiber Wrap Inspection
- Vapor Emissions Testing

Group Delta meets all the requirements as an approved testing agency with the following local and national accrediting/certification authorities:

- AASHTO resource (American Association of State Highway and Transportation Officials)
- ACI (American Concrete Institute)
- AMRL (AASHTO Materials Reference Laboratory)
- ANSI (American National Standards Institute)
- APWA (American Public Works Association)
- ASNT (American Society of Nondestructive Testing)
- ASTM (American Society for Testing and Materials)
- AWS/CWI (American Welding Society/Certified Welding Inspector)



- California Department of Transportation (Caltrans)
- CCRL (Cement and Concrete Reference Laboratory)
- City of Los Angeles
- City of San Diego
- DSA (Division of the State Architect)
- ICBO (International Conference of Building Officials)
- NICET (National Institute for Certification in Engineering Technologies
- UBC (Uniform Building Code)

Geotechnical Engineering and Geologic Services

- Feasibility studies
- Third Party Reviews
- Foundation design
- Earth Retaining Structures Design
- Pavement Design
- Earthwork and Grading
- Earthquake and Fault Studies
- Geologic Hazard Evaluations
- Numerical Modeling Analyses
- Seismic Design & Hazard Assessments
- Hydrogeologic Evaluations
- Dewatering
- Ground Improvement Analysis & Design
- Laboratory Testing
- Slope Stability & Landslide Investigation & Mitigation
- Instrumentation and Ground Monitoring
- Pile Drivability & Load Tests
- Seismic Retrofitting Design
- Geologic Reconnaissance & Mapping
- Geophysical Investigations
- Trenching Investigations

Experienced Staff Qualifications

We have meticulously selected a well-rounded project team of Group Delta employees who have demonstrated overall competence on municipal projects and have the skills necessary to perform duties required. We have a skilled team of professionals, including certified inspectors, technicians, California registered Civil Engineers, Geotechnical Engineers, as well as Registered Geologists.

Responsiveness and Cooperation

Group Delta prides itself on being large enough to work on some of California's most significant construction projects, while being flexible enough to meet our client's needs on a moment's notice. Group Delta Team members have a history of completing work to meet our client's schedules.

We are Experienced Professionals

The key staff highlighted in our resume section average 25+ years of experience. **Group Delta makes available a resource base of nearly 100 professionals who are leading experts in their fields and available to serve you.** Our offices and employees are located near the City, so meetings and project coordination tasks are easily facilitated. We have expertise in the following areas:

- **Laboratory Testing** – Group Delta has two materials testing laboratories, located in Anaheim and San Diego, California. Our laboratories are licensed as approved testing facilities by various agencies including the Division of the State Architect (DSA), City of Los Angeles, Caltrans, CCRL and AASHTO. In addition, Group Delta's San Diego laboratory has been awarded accreditation to the technical competence and quality assurance requirements of ISO/IEC 17025:2005 as determined by AASHTO Highway Subcommittee on Materials.
- **Earthwork Inspection and Testing** – Group Delta provides geotechnical observation and testing services for all stages of site grading. Our field compaction testing services are provided by experienced soils technicians working under the supervision of licensed professional engineers.
- **Asphalt Inspection and Testing** – Group Delta provides comprehensive asphalt testing and AC Mix Design Services. We are regularly certified by AMRL in our laboratories.
- **Concrete Inspection and Testing** – Group Delta's concrete inspection and testing staff are re-certified bi-annually by the Cement and Concrete Reference Laboratory (CCRL) and annually by Caltrans. Our ACI certified concrete technicians perform field and batch plant sampling of concrete materials to ensure compliance with project specifications.
- **Specialty Construction Inspection** – Group Delta provides experienced special inspectors licensed by the International Code Counsel (ICC) for Sprayed Applied Fireproofing, Structural Masonry, Structural Steel Bolting and Welding, Pre-Stressed Concrete, and Reinforced Concrete. Group Delta can also provide Certified Welding Inspectors (CWI) licensed by the American Welding Society (AWS) and non-destructive testing such as magparticle and ultra-sonic testing.
- **Geotechnical Investigation and Reporting** - Group Delta has a versatile staff of Geotechnical Engineers, Registered Geologists, and field technicians that have a **long track record of delivering value engineering and incorporating constructibility issues into design to avoid costly construction issues and delays.** Group Delta has a large bench of subconsultants to provide multiple options for drillers, cone penetration testing, utility clearance, deflection studies, and ground penetration radar to meet commercial and schedule objectives of the City.

Proven Overall Competence on Numerous and Varied Projects

Our proposed team has successfully delivered quality services for a variety of Capital Improvement Programs for municipalities for many years. With many projects completed and several currently in progress, we have competently completed both dry to wet utilities, water, bridges, and roadway projects, with both federal and local project reporting requirements. **We are committed to continually providing a high level of competency and dedication to your upcoming projects.**

Responsive Methods and Techniques to Timely Perform

Mr. Cunneen, and the Group Delta team, have developed and will employ the most effective methods and techniques for serving the City of Buena Park. In addition, since we typically have multiple local projects in progress, we can most efficiently use our technicians who are **already on site,** to cover work at a different nearby project. **Thus, we can reduce our cost because we are not mobilizing/ demobilizing staff as frequently, reducing travel time to the project site.**

Our personnel have demonstrated overall competence working on local projects for the City of Newport Beach, as well as for the cities of Anaheim, Garden Grove, Irvine, Ontario, Moreno Valley. Our engineering and geology staff has diverse experience and various certifications. Our laboratory facilities are calibrated to testing standards mandated by AASHTO, including Caltrans, US Army Corps of Engineers, AMRL, CCRL, City of Los Angeles and others.

PROJECT EXPERIENCE

On the following pages, we have provided a listing of representative public works projects completed within the past five years.



City of Long Beach On-Call Contract Materials Testing and Inspection Services, Long Beach, California

Group Delta provided construction management services and public works inspections for the following contract projects: 8N Site Restroom Restoration Project, 72nd St Parking Lot Repair Project, 309 Pine Ave Tenant Improvement, Bayshore Swim Dock Upgrade Project, City Place Structure "C" Improvements, COLB Main Health and Human Services Security Lobby Upgrade, ESB Bldg. Upgrades, Fire Station #10 Roof Repair Project, LB Airport AOA Security Wall Upgrade, LGB Airport terminal HVAC Replacement Project, Livingston Sink Hole Repair Project, and Sub-Basin 4 Storm-water Capture Project. Projects ranged from between 2-6 months and included infrastructure and cosmetic improvements under the "JOC" program.



County of San Bernardino On-Call Contract for Transportation and Flood Control, San Bernardino, California

The scope of work for this project consists of geotechnical and geological investigations for road stability, ground penetrating radar surveys with reports for depth analysis of existing sub-grade layers, pavement layers, and utilities. The work also includes quality control investigative services for projects, including, but not limited to: housing, commercial, street, highway, sidewalk, curb/gutter, bridges, overpasses, walkways and related transportation construction. Group Delta provided lab testing services for the County from our Anaheim lab.



Big Canyon Slope Repair, Newport Beach, California

Big Canyon Country Club consists of a golf course in the bottom of Big Canyon, and single-family residences on the Canyon rim above the golf course. Many of the homes were constructed on artificial fill slopes placed over the natural canyon slopes. Numerous surficial slope failures have historically occurred on the fill slopes along Inverness Lane. Portions of the slope adjacent to the current failure, as well as slopes elsewhere in Big Canyon, have a history of slumps and debris flow. Group Delta provided a geotechnical investigation which included a field exploration and Laboratory Testing.



Jamboree Road Pavement Rehabilitation, Newport Beach, California

Group Delta assisted the City with a street rehabilitation project for Jamboree Road from Pacific Coast Highway (PCH) to Ford Road. The project identified locations that needed asphalt concrete (AC) repair along the project area. Group Delta provided a Pavement Report detailing cost-effective pavement repair alternatives. Additionally Group Delta directed a field investigation that included a deflection study, ground penetration radar study, and subsurface investigations. The final pavement report provided pavement rehabilitation recommendations including mill and overlay and localized removal and replacements. Additionally, the report identified construction considerations and pertinent specifications that are required during construction.



A-Town Platinum Triangle, Anaheim, California

Anaheim's Platinum triangle is envisioned to be a high density, mixed-use, urban environment that includes 9,500 dwelling units, 5 million square feet of office space and more than 2 million square feet of commercial use. Lennar's A-Town Metro project is a cornerstone of this development. Group Delta is the lead geotechnical engineering, materials testing and inspection firm for this project. Services provided also included seismic and foundation recommendations.



City of Anaheim Convention Center Expansion, Anaheim, California

The Anaheim Convention Center's expansion added 200,000 sf of space to host concurrent events, capture new business, and retain current clients. The project included additional parking and a connecting bridge between the existing convention center and the expansion. There are now two levels of highly flexible, multi-use space in the new center. Group Delta managed, and was responsible for, all inspection and materials testing including coordination of shop welding, non-destructive testing (NDT) in several states outside California. We conducted observation of hundreds of auger cast piles. Group Delta also provided noise and vibration monitoring during the construction phase.



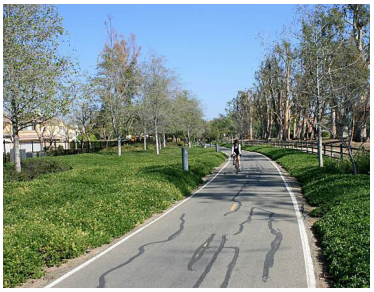
Storm Drain Improvements for Plaza Serena & Granada Court, Ontario, California

The City of Ontario proposed to construct three storm drain projects: Vineyard Avenue at the intersection of the existing Inland Empire Boulevard. The proposed storm drain line was anticipated to be 15 feet below street surface; Bon View Avenue from the intersection of Riverside Drive and Bon View Avenue. The proposed storm drain line was anticipated to be 20 feet below street surface; and Parco Avenue from the intersection of Riverside Drive and Parco. The proposed storm drain line was anticipated to be 15 feet below street surface. Group Delta performed field exploration, laboratory testing and engineering analyses to provide geotechnical information for the storm drain extension project reinforced soil slope (RSS) with improved surface and subsurface drainage. Group Delta provided observation and engineering support during construction.



Naples Island Permanent Seawall Repair, Phase 2, Long Beach, California

Group Delta was hired to perform construction inspection of the installation of 2,148 linear feet of new steel sheet-pile seawall on the water sides of the existing vertical seawalls at The Colonnade, the south side and eastern end of Treasure Island, and the western end of the Naples Peninsula. Additional scope includes new sidewalks, guardrails, storm drain systems, lighting, new float access platform supports and modifications, temporary storage/relocation of docks, and replacement of approximately 42 palm trees.



Peter's Canyon Bikeway Extension, Orange and Tustin, California

Group Delta performed a geotechnical investigation and development of a preliminary foundation report for retaining walls to facilitate space for a Class I bike path that starts on the west side of Jamboree Rd from Canyon View Ave to Pioneer Road. The bike path continues as a Class II bike path from Jamboree Rd along Pioneer Rd that requires only minor re-striping. The geotechnical investigation required limited access tripod drilling to provide access to the wall location and to minimize environmental impact to the existing vegetation since the drilling was advanced in the Peters Canyon Regional Park.

6. REFERENCES

Group Delta prides ourselves on our exceptional customer service and vast portfolio of repeat clients. Below we have provided client references that can, and will, speak to our superior quality of work, customer service, and other positive qualities of the firm, our staff, and project delivery. We encourage the City to reach out to these clients regarding our performance.



City of Anaheim On-Call Contract Materials Testing and Inspection and Environmental Services, Anaheim, California

Having worked with the City of Anaheim since 1996, Group Delta recently completed several road reconstruction and utilities improvements for the City of Anaheim. Services provided consisted of testing utility trench backfill, subgrade soils and aggregate base rock, asphalt concrete, PCC pavement, and batch plant inspections. Group Delta provided Phase II ESA for the Anaheim Regional Intermodal Transportaion Center (ARTIC) site to evaluate the potential for contaminated soil and groundwater and identify management requirements. Group Delta also performed hazardous materials surveys on 30 structures in City Parks and along Brookhurst Street.

Client: City of Anaheim | ***Duration:*** 2018-Ongoing | ***Client Contact:*** Rudy Emami, Public Works Director, (714) 765-5065 REmami@anaheim.net



City of Long Beach On-Call Contract Materials Testing and Inspection Services

Group Delta provided construction management services and public work inspections for the following contract projects: 8N Site Restroom Restoration Project, 72nd St Parking Lot Repair Project, 309 Pine Ave Tenant Improvement, Bayshore Swim Dock Upgrade Project, City Place Structure "C" Improvements, COLB Main Health and Human Services Security Lobby Upgrade, ESB Bldg. Upgrades, Fire Station #10 Roof Repair Project, LB Airport AOA Security Wall Upgrade, LGB Airport terminal HVAC Replacement Project, Livingston Sink Hole Repair Project, and Sub-Basin 4 Storm-water Capture Project. Projects ranged between 2 -6 months and included infrastructure and cosmetic improvements under the "JOC" program.

Client: City of Long Beach | ***Duration:*** 2017-Ongoing | ***Client Contact:*** Marc Wright, Construction Management Officer, Department of Public Works, (562) 570-6325 Marc.Wright@longbeach.gov



City of Ontario On-Call Contract Materials Testing and Inspection Services Ontario, California

Group Delta performed inspection and material sampling and testing for the installation of 8-inch pipe, approximately 8,250 linear feet, and 12-inch pipe, 1,420 linear feet of water distribution line; installation of water appurtenances; installation of water service laterals and connection to new water meters. In general, our overall scope of services on City of Ontario projects included full-time/as needed field observation and testing of compacted utility trench backfill, full-time/as-needed field observation and compaction testing during asphalt concrete placement, laboratory testing of soils, aggregate base, slurry, concrete and asphalt concrete, maintaining a complete log of all field inspection and testing reports and maintaining an active and professional relationship with the City's Project Manager and Inspectors along with the City's contracted Construction Management Consultant and Contractor.

Client: City of Ontario| ***Duration:*** 2021-Ongoing | ***Client Contact:*** Jamie Richardson, Senior Landscape Planner, City of Ontario, (909) 395-2615, JRichardson@ontarioca.gov

GROUP DELTA

Group Delta Consultants, Inc.
Prevailing Wage / Union and Laboratory Testing Fee Schedule 2023
City of Buena Park
HOURLY CHARGES FOR PERSONNEL (City of Buena Park Discount)

HOURLY CHARGES FOR PERSONNEL (Engineer/Geologist/Scientist)	
STAFF	$170/$160
SENIOR STAFF	$180/$170
PROJECT	$200/$190
SENIOR	$220/$200
ASSOCIATE	$250/$230
PRINCIPAL	$300/$270
DESIGNER / ILLUSTRATOR / AUTOCAD	$110/$100
TECHNICAL / PROJECT SUPPORT / ADMIN	$95/$85
TESTING & INSPECTION SERVICES	
PROJECT MANAGER	$200/$185
QUALITY CONTROL MANAGER	$180/$165
LABORATORY MANAGER	$150/$135
SENIOR ENVIRONMENTAL TECHNICIAN	$145/$135
ENVIRONMENTAL TECHNICIAN	$110/$105
TECHNICIAN / INSPECTOR – NON-PREVAILING WAGE	$100/$95
TECHNICIAN / INSPECTOR – PREVAILING WAGE / UNION (Group 1)	**$135/$125**
AWS/CWI SPECIAL INSPECTOR – NON-PREVAILING WAGE	$100/$95
AWS/CWI SPECIAL INSPECTOR – PREVAILING WAGE / UNION (Group 2)	**$145/$135**
UT/MT NON-DESTRUCTIVE TESTING TECHNICIAN NON-PREVAILING WAGE	$110/$105
UT/MT NON-DESTRUCTIVE TESTING TECHNICIAN – PREVAILING WAGE / UNION (Group 3)	**$155/$145**
TECHNICIAN / LABORATORY TESTING – NON-PREVAILING WAGE	$100/$90
SAMPLE PICKUP – NON-PREVAILING WAGE	$100/$90
FIREPROOFING ADHESION TESTING	$110/$100
PACHOMETER SURVEY	$225/$215
TORQUE/PULL TESTING OF ANCHORS & BOLTS	$130/$125
REBAR/STRAND TAG & SAMPLE	$130/$125

BASIS OF CHARGES

Minimum Charges (Field Services- Prevailing Wage)
2-Hour Minimum: ..... Show-Up Cancellation, no work performed
4-Hour Minimum: ..... 1-4 hours of work performed
8-Hour Minimum: ..... over 4 hours of work performed

Regular Time
The first 8 hours worked Monday through Friday between 5:00 am and 5:00 pm. In the event that project related equipment is required to be transported to and from the project site, other than hand tools, the time required to do so shall be considered hours worked and will be billed as such.

Group Delta Consultants, Inc.
Prevailing Wage Schedule of Fees 2023

Premium Charges
Shift Differential, shifts starting after 5:00 pm or before 5:00 am (requires 48 hr. notice): ..... $2/Hr. Additional
Over 8 hrs. on weekdays, up to 8 hrs. on Saturdays: ..... 1.5 x Hourly Rate
Over 12 hrs. on weekdays, over 8 hrs. on Saturdays, Sunday, Holiday: ..... 2.0 x Hourly Rate

Prevailing Wage Annual Increases
Prevailing Wage hourly rates will be increased in accordance with Department of Industrial Relations Prevailing Wage Determination guidelines as predetermined increases take effect, generally July 1 annum.

Travel and Per Diem
Travel time will be charged at the relevant base hourly rate. **NO CHARGES FOR TRAVEL TIME (excludes shop fabrication inspection that may be at extended distances, as example).**

Mileage
Mileage (per current IRS rate): **NO CHARGES FOR MILEAGE (excludes shop fabrication inspection that may be at extended distances, as example).**

Pickups
Sample pickups occurring after hours or on weekends to comply with ASTM standards (required to be transported to the final curing location within 48 hours of casting) may be subject to premium charges (overtime).

Rush Charges For Laboratory Services
Expedited turnaround is available for some tests at the following premiums above list price.
Same day service ..... 100% based on availability
1 day turnaround 80%
2 day turnaround 60%
3 day turnaround 40%
4 day turnaround 25%

Charges for Subcontracted Services
Outside Services/Subconsultants/Subcontractors: ..... Cost Plus 15%

Reimbursable Expenses
Parking, air fare, car rental, food and lodging, etc.: ..... Cost Plus 15%

Equipment/Supply Charges
Refraction Seismograph $2,000/day
Inclinometer Monitor ..... Quote
Hazardous Gas Safety Monitor ..... $25/hr.
Pneumatic Piezometer/Settlement Monitor ..... Quote
Photo Ionization Detector ..... $35/hr.
Mil Thickness Gauge ..... $20/hr.
NO CHARGE Nuclear Density Gauge ..... $8/hr .
Skidmore $150/day
Moisture Vapor Emission Test Kit ..... $65/ea.

GROUP DELTA

Group Delta Consultants, Inc.
Prevailing Wage Schedule of Fees 2023

LABORATORY TESTING
(unit cost)

SOIL AND ROCK TESTS

CLASSIFICATION AND INDEX TESTS:

Atterberg Limits, Plasticity Index (ASTM D4318) $182
Non Plastic $127
Sieve Analysis % Passing #200 Sieve (ASTM D1140) $66
Sieve Analysis w/o Hydrometer (ASTM D422) $120
Sieve Analysis w/ Hydrometer (ASTM D422) $210
pH of Soil (CTM 643) $50
Soil Resistivity (CTM 643) $99
Soluble Sulfate (CTM 417) $50
Soil Chloride Content (CTM 422) $72
Corrosivity Series; Sulfate, Chloride, pH, Resistivity
(CTM643, 417, 422) $270
Specific Gravity of Soil (ASTM D854) $132
Unit Weight/Moisture Content, wax (ASTM D2937) $50
Unit Weight/Moisture Content,
Shelby tube (ASTM D2937/D2216) $55
Unit Weight/Moisture Content,
ring sample (ASTM D2937/D2216) $40

STRENGTH TESTS:

Direct Shear, Residual (ASTM D3080) $800
Direct Shear, Consolidated (ASTM D3080) $265
Direct Shear, Consolidated (ASTM D3080), Remolded $580
R-Value, (ASTM D2844, CTM 301) $330
R-Value, Lime Treated in Lab (ASTM D2844, CTM 301) $390
R-Value, Aggregate Base (ASTM D2844, CTM 301) $375
R-Value, (less than 5) (ASTM 2844, CT 301) $125
California Bearing Ratio (D1883) $800
Torsional Ring Shear (ASTM D7608) $780
Vane Shear Test (ASTM D4648) $50
Unconfined Compression (ASTM D2166) $176

VOLUMETRIC CHANGE:

Consolidation Test (ASTM D2435), w/o time rate $292
Consolidation Test (ASTM D2435), w/ time rate $385
Consolidation Test (ASTM D2435), single point $160
Free Swell $245
Double Oedometer $430
Expansion Index (ASTM D4829) $99
Response to Wetting (ASTM D4546) $140
Soil Suction (ASTM D5298) ..... Quote

PERMEABILITY:

Permeability of Granular Soil (ASTM D2434) ..... Quote

SOIL AND ROCK TESTS

COMPACTION:

Maximum Density and Optimum Moisture (ASTM D1557)
4" Mold $220
4" with rock correction $235
6" Mold $250
6" with rock correction $265
Maximum Density Check Point (ASTM D1557) $66
Moisture Density of Soil-Cement Mixtures (ASTM D558) .... Quote
California Impact Compaction, test only (CTM 216) $220

AGGREGATE/SUBGRADE:

Abrasion Test (ASTM C131/C535)
100 and 500 Revs $275
500 & 1000 Revs $303
200 and 1000 Rev $303
500 revs only $138
1000 revs only $165
Clay Lumps/Friable Particles (ASTM C142) $132
Durability Index, Coarse (ASTM D3744/CTM229) $149
Durability Index, Fine (ASTM D3744/CTM229) $127
Durability Index, Coarse & Fine (ASTM D3744/CTM229) $275
Organic Impurities (ASTM C40) $88
Percent Fractured Aggregate (ASTM D5821) per sieve size $33
Fine Aggregate Angularity (ASTM C1252) $180
Sand Equivalent (ASTM D2419) $115
Sieve Analysis (ASTM C136)
fine aggregate $120
coarse aggregate $105
Specific Gravity and Absorption:
fine aggregate (ASTM C128) $165
coarse aggregate (ASTM C127) $135
Sulfate Soundness (ASTM C88) per sieve size $150
Cleanness Value (CTM 227) $145

Flat & Elongated Particles,
(ASTM D4791) Per Screen Size $33
Unit Weight of Aggregate, loose/dry rod (ASTM C29) $90

SAMPLE PREPARATION

Sample preparation such as hand-cutting of samples, extraction from samplers, processing, and mixing of stabilized soils will be charged in addition to the individual test at the Engineering Technician hourly rate $95

GROUP DELTA

Group Delta Consultants, Inc.
Prevailing Wage Schedule of Fees 2023

LABORATORY TESTING, CONTINUED

(unit cost)

CONSTRUCTION MATERIALS

ASPHALT CONCRETE:

Bulk Specific Gravity of Core,
Coated (CTM 308, ASTM D1188) $83
Hveem Unit Weight (CTM 304/308), set of 3 ..... $295
Hveem Unit Weight (ASTM D2726), set of 2 ..... $235
Stabilometer /Hveem (ASTM1560, ASTM 2726) set of 2..... $335
Stabilometer /Hveem (CT 366) set of 3 ..... $360
Stabilometer Only, (CT 366) set of 3..... $297
Stabilometer Only, (ASTM D1560) set of 2 ..... $253
Bulk Sp. Gravity (Rice) (ASTM D2041)..... $176
Bulk Sp. Gravity (Rice) (CT309) $88
Asphalt Concrete JMF Verification..... Quote
Marshall Unit Weight (ASTM D1559), 3 plug average $281
Marshall Stability/Flow (ASTM D1560), set $290
Percent Bitumen (CTM 382) $138
Percent Bitumen & Gradation (CTM 382/202) $264
Film Stripping (CTM 302) $259
HMA Moisture Content (CTM 371)..... $44
Ignition Oven Correction Factor
Aggregate and oil $780
Ignition Oven Correction Factor
Aggregate and oil w/ RAP $900
Hveem AC Mix Design..... Quote
Marshall AC Mix Design ..... Quote
Tensile Strength Ratio (TSR)..... Quote

REINFORCED CONCRETE TESTS:

Compressive Strength, per cylinder (ASTM C39) $45
Compressive Strength, per core (ASTM C39/42) $72
Flexural Strength, 6x6x18 beam (ASTM C78)..... $90
Compressive Strength, Shotcrete Panel,
Set of 3 (ASTM C39/42)..... $360
Compressive Strength of Shotcrete, per core..... $72
Removal of Shotcrete Cores, In Lab, each $80
Compressive Strength, Light Weight Concrete Fill $35
Compressive Strength, Soil Cement..... $44
Drying Shrinkage, 3 specimens, 28-day $413
Modulus of Elasticity (ASTM C469)..... $248

CONSTRUCTION MATERIALS

REINFORCED CONCRETE TESTS: (cont.)

Tensile Strength, Splitting (ASTM C496) $100
Petrographic Analysis of Cementitious Mat..... Quote
Cement Content Analysis of Conc. (ASTM C1084) ..... Quote
Coefficient of Thermal Expansion. ..... Quote
Concrete Trial Batch w/ lab testing..... Quote

STRUCTURAL MASONRY:

Compressive Strength Prism, All Sizes, each..... $132
Compressive Strength of Masonry Block,
Set of 3 (ASTM C140) $396
Linear Shrinkage of Masonry Blk., set of 3 (ASTM C426) $363
Shear Test of Masonry Cores, 6" (DSA)..... $110
Compressive Strength of Masonry Cores, 6" $72
Dimensions of Masonry Block, Set of 3 (ASTM C140)..... $60
Absorption of Masonry Block (ASTM C140),
Set of 3..... $138
Unit Weight of Masonry Block (ASTM C140),
Set of 3..... $110
Moisture Content of Masonry Block (ASTM C140),
Set of 3..... $110
Mortar Compressive Strength
2x4, per cylinder (UBC STD 21-16) $45
Grout Compressive Strength
2x2x2, per cube (ASTM C109)..... $39
3x3x6, per cube (UBC STD 21-18) $72
Brick Compressive Strength, 5 brick set (ASTM C67)..... $292
Brick Absorption Test (ASTM C67)
5 or 24-hour submersion, 5 brick set..... $292
1, 2, or 5-hour boiling, 5 brick set $292
Efflorescence, Brick, 5 brick set (ASTM C67)..... $290
Modulus of Rupture, 5 brick set (ASTM C67)..... $209
Moisture As-Received, 5 brick set (ASTM C67) $180
Saturation Coefficient/Absorption, 5 brick set
(requires 24 hr. Submersion and 5 hr. boil Absorption
test prior to calculation) $143

GROUP DELTA

Group Delta Consultants, Inc.
Prevailing Wage Schedule of Fees 2023

LABORATORY TESTING, CONTINUED
(unit cost)

CONSTRUCTION MATERIALS

STRUCTURAL STEEL:

High Strength Bolt Testing (ASTM F606)
- Hardness, bolt, washer, or nut, each $28
- Bolt Wedge Tensile, each $83
- Bolt Proof Load, each $60
- Nut Proof Load, each $50
- Bolt Assembly Test Series, Set of 3 ..... $780

Set-Up, if less than three bolts are submitted $80

Rebar, Tensile Test (ASTM A370)
- No. 3 bar to No. 14 bar $75
- No. 18 bar $200

Rebar, Bend Test (ASTM A370) $63

Welded Rebar – Hoops (CTM 670) $75

Mechanically Spliced (CTM 670)
- No. 3 bar to No. 14 bar $100
- No. 18 bar $200
- Slippage Test in Addition to Tensile, each $75

Structural Steel, Tensile Test (ASTM A370)
- 100k or less $85
- 101k-200k $105

STRUCTURAL STEEL: (cont.)

Structural Steel, Bend Test $75
Structural Steel, Pipe Flattening Test $66
Seven Wire Strand, Tensile/MOE (ASTM A416) $230
Seven Wire Strand, Tensile Only (ASTM A416) $155
Machining and Prep. of Structural Steel ..... Quote
Structural Steel Chemical Analysis ..... Quote
Skidmore Bolt Calibration, In Lab $170
Weld Procedure Qualification Test, Rebar $325
Welder Qualification Test, Rebar $175
Weld Procedure Qualification Test $375
Welder Qualification Test ..... Quote
Carbon Equivalent $150
Carbon Equivalent, Including Calculation $200
Macroetch Test of Welds $110
Nelson Stud Tensile (ASTM A370) ..... Quote
Charpy Impact Testing ..... Quote

FIREPROOFING:

Spray-Applied Fireproofing, Density (ASTM E605)
- Oven-Dry Method $60
- Displacement Method $75

PROFESSIONAL SERVICES AGREEMENT

NO. 23-33

DATE: **11/01/2023**

PROJECT: **On-Call Professional Geotechnical Inspection and Material Testing Services**

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: **Mina Mikhael**

Title: **Director of Public Works/ City Engineer**

Telephone: **(714) 562-3672**

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

THE CONSULTANT **Geo Advantec, Inc.**

Name of Business

Representative: Name: **Shawn Ariannia**

Title: **President/CEO**

Telephone: **(909) 305-0400**

Address: **457 West Allen Avenue, Suite 113**
San Dimas, CA 91773

TERM OF SERVICE:

Commencement Date: **November 1, 2023**

Completion Date: **October 31, 2025**

CONTRACT AMOUNT: **No Guaranteed Minimum; Total Value Not-to-Exceed $200,000**

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

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

APPROVED: _____ DATE: _____

This Agreement for On-Call Professional Surveying Services ("Agreement") is dated **November 1, 2023**, and is between **Geo Advantec, Inc.**, a California corporation (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT and the CITY are sometimes referred to herein jointly as the "Parties" and singularly as "Party".

R E C I T A L S

A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to provide and perform on-call professional surveying services on the terms and conditions set forth herein (collectively, the "Services").

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

The Parties therefore agree as follows:

1.0 EMPLOYMENT OF CONSULTANT. The CITY hereby engage the CONSULTANT to provide, and the CONSULTANT hereby agrees to provide for the City, the Services described on the terms and conditions set forth in this Agreement.

2.0 SCOPE OF SERVICES. During the term of this Agreement, the CONSULTANT shall provide and perform the on-call professional surveying services that are set forth in *CONSULTANT's PROPOSAL* dated October 6, 2023 and attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction and subject to receipt of a written task order from the City. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the CONSULTANT shall provide the Services under the direction of the Desiganted Official (or his/her designee). The CONSULTANT shall commence performance of the Services upon receipt of a written notice or task order from the Designated Official authorizing the CONSULTANT to proceed, and only to the extent of such authorization or task order. The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice to proceed or task order from the Designated Official and shall perform the Services in a timely, and diligent manner.

4.0 TERM. The term of this Agreement shall commence on **November 1, 2023**, and shall remain in full force and effect until **October 31, 2025**, unless sooner terminated as provided in Section 10 of this Agreement.

5.0 COMPENSATION. The CONSULTANT shall perform the Services described in each task at the direction of the CITY, and CITY shall pay CONSULTANT in consideration for such Services on a time and materials basis as enumerated in the fee schedule included in CONSULTANT's PROPOSAL attached hereto as Exhibit "A". The maximum "NOT-TO-EXCEED"

compensation amount, including reimbursement for expenses, if any, that the CONSULTANT is entitled to receive pursuant to this Agreement shall equal to the total value of task orders for Services approved by the City, provided that in no event shall the aggregate compensation paid to CONSULTANT under this Agreement exceed the sum of TWO HUNDRED THOUSAND DOLLARS (**$200,000**). No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

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

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

8.0 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. 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. 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. 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.

9.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, 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 Consultant's negligence or intentional misconduct in the performance of its services under this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY and the Indemnitees. The CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

9.1 Indemnity for Design Professional Services. To the fullest extent permitted by law, and subject to the provisions of California Civil Code 2782.8, the CONSULTANT shall, at its sole cost and expense, indemnify and hold harmless the CITY, its elected officials, officers, employees, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of the CONSULTANT, or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that the CONSULTANT shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code § 2782.8(c)(2).

9.2 Other Indemnities. Other than in the performance of professional design services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, to protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all direct (but not consequential) damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligent acts or omissions or willful misconduct of CONSULTANT, 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, except to the extent that Damages arise or result from the negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall, subject to the provisions of Civil Code 2782.8, defend the Indemnitees in any action or actions filed in connection with any

Damages, 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 the Indemnitees in connection therewith.

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

9.4 The CONSULTANT's covenant under this Section 9.0 shall survive theexpiration or termination of this Agreement for the period of any applicable statute of limitations governing a claim.

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

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

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

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

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

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

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

(d) Professional Liability Insurance

12.2 Minimum Limits of Insurance. The CONSULTANT shall maintain insurance coverage limits not 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 the Services/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages.

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

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

(d) Professional liability: $1,000,000 per claim, with an extended reporting period of not less than 2 years.

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

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

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

(b) Additional Insured Endorsements shall not:

(1) Be limited to “Ongoing Operations”;

(2) Exclude “Contractual Operations”;

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

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

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

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

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

12.5 Other Insurance Provisions. The CONSULTANT and the CITY further agree as follows:

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

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

(d) Any actual or alleged failure on the part of the 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 the CITY or any additional insured, in this or any other regard.

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

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

12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

12.7 Verification of Coverage. The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the CITY or on such other forms approved by the CITY in writing, and amended to conform to the CITY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the CITY prior to the expiration of the affected coverages. The CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the CITY upon request.

12.8 Subcontractors. The 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 Servicesby the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

13.0 WORK PRODUCT.

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

13.2 Ownership.

(a) 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 the CONSULTANT in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of the 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 the CITY upon final payment being made. The CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

(b) The CONSULTANT hereby assigns to the 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 the CITY pursuant to subsection (a) above.

(c) The 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, the 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. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the 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 the 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 the 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 the 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. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Servicesassigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

13.4 Records. The 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 the CITY or the Designated Official. The 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,

the CONSULTANT shall provide access to such books and records to the Designated Official, or his or her designees, and shall give the Designated Official, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the 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 the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "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. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

15.2 Permits and Licenses. The 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 the performance of services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval , perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

15.4 Waiver. No delay or omission to exercise any right, power or remedy accruing to the CITY under this Agreement shall impair any right, power or remedy of the CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by the

CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

15.5 Accomplishment of Services. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

15.6 Captions for Convenience Only. 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.

15.7 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.

15.8 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 the CONSULTANT's and the CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

15.9 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.

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

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies. Further, this Agreement may call for services that, in whole

or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works,” the CONSULTANT shall comply in all respects with the all applicable provisions of the California Labor Code, including those set forth in Exhibit B, attached hereto.

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

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

15.15 Integrated Agreement and Modificaiton of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between the CITY and the 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.

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

15.17 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY’s request for proposals, if any, shall prevail.

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

APPROVED: _____ DATE: _____

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

CITY OF BUENA PARK	CONSULTANT*
a California municipal corporation	**Geo Advantec, Inc.**
	Name of Business
_____	_____
Signature	Signature
Name: Aaron France	Name: **Shawn Ariannia**
Title: City Manager	Title: **President/CEO**
	_____
	Signature
	Name: _____
	Title: _____

* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.**

ATTEST:
(SEAL)

_____
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

_____
Christopher G. Cardinale, City Attorney

APPROVED: _____ DATE: _____

Geo-Advantec, Inc.

G Geotechnical Engineering
A Earthquake Engineering
Inspection and Testing
I Engineering Geology

PROPOSAL FOR ON-CALL GEOTECHNICAL AND MATERIALS TESTING SERVICES

FOR:

City of Buena Park
6650 Beach Boulevard, 1st Floor
Buena Park, California 90622

PREPARED BY:
GEO-ADVANTEC, INC.
457 WEST ALLEN AVENUE, SUITE 113
SAN DIMAS, CALIFORNIA 91773
PROPOSAL NO. 23-1241
OCTOBER 6, 2023

Mr. Cesar Ortiz, P.E.
Principal Engineer
Public Works Department
City of Buena Park
6650 Beach Blvd.,1st Fl.
Buena Park, CA 92401

October 6, 2023
Proposal No. 23-1241

Subject: Proposal for On-Call Geotechnical and Materials Testing Services

Dear Mr. Ortiz:

Geo-Advantec, Inc. (GAI), appreciates the opportunity to submit our proposal for the subject RFP to the City of Buena Park (City) to provide ***On-Call Geotechnical and Materials Testing Services.*** Geo-Advantec, Inc. is our firm's legal name. We are an S Corporation firm incorporated in California, with our full-service office headquarters located at 457 West Allen Avenue, Suite 113, San Dimas CA 91773, telephone number (909) 305-0400, where all the required services will be managed. GAI is registered with the Department of Industrial Relations (DIR) #1000017767. We are a certified SBE with the Department of General Services, among multiple other entities. Our website address is https://geoadvantec.com. GAI will perform all the services required in compliance with all applicable codes, regulations, and guidelines. We are interested in this RFP and assure the City of our work's quality and capability regarding the City's scope of services for various task order projects, as the proposed team assigned to this contract has extensive experience providing similar on-call geotechnical engineering, materials testing, and inspection services for various local cities, municipalities, and government agencies, including the City of Buena Park. Our team in GAI brings together key elements of service, such as professionalism, industry experience, proactive management style, responsiveness, and all the skills necessary to successfully satisfy our clients' needs. GAI offers the experience and strength of a larger firm with the hands-on managers/principals and responsiveness of a smaller firm.

Our proposed team listed below includes two subcontractors to assist with geotechnical investigations, as-needed, during the design phase of projects. GAI has an excellent working relationship with both firms on various projects.

Company's Legal Name/Corporate Address	Point of Contact	Role (Prime/Sub)	Services Provided
Geo-Advantec, Inc. (SBE) 457 W. Allen Avenue, Suite 113 San Dimas, CA 91773	Dr. Shawn Ariannia President/CEO (909) 305-0400 SAriannia@GeoAdvantec.com	Prime Consultant/Proposer-Contractual responsibility with the City	Geotechnical Engineering and Material Testing and Inspection
2R Drilling Inc. (SBE) 6939 Schaefer Avenue Suite D304 Chino, CA 91710	Mr. Brian Serl President/CEO (909) 490-0590 info@2rdrilling.com	Subcontractor	Drilling
Frontline Traffic Control (DBE, SBE) 32535 Lakeview TER. Lake Elsinore, CA 92530	Mr. Dave Huerta Chief Operating Officer (909) 330-9040 Dave@frontlinetrafficcontrol.com	Subcontractor	Traffic Control

Qualified Project Team with Specialized Experience

We offer the City the most experienced and highly qualified team of professionals to ensure all work meets your contract provisions. Dr. Shawn Ariannia, Ph.D., PE, GE, has over 37 years of responsible experience managing major projects in both structural and geotechnical fields. He will serve as Project Manager responsible for the day-to-day management of the geotechnical investigative and pavement engineering services. Mr. Ronald Hanson, CEG, PG, has over 37 years of experience in performing geological/geotechnical investigations, and construction inspection services for major public and private projects. Ronald will serve as Field Operation Manager/Senior Inspector/Principal Engineering Geologist and be the project manager responsible for the day-to-day management of all testing and inspection services during construction. Our key team leaders, Shawn and Ronald, are both founding principals of GAI, with strong backgrounds and knowledge of geotechnical engineering as well as construction monitoring and testing tasks. The GAI Team has completed nearly 50 federal and state-funded pavement design, rehabilitation, and construction projects over the last three years. Our vast knowledge of and experience with state and federal procedures and regulations governing geotechnical engineering, materials testing, and special inspections for public projects in Southern California (Codes such as CBC Code, ASTM standards, Caltrans latest Local Assistance Procedures Manual (LAPM), Caltrans Standard Plans and Specification, Greenbook, City codes, ordinances, and standards, qualifications of the team members, and mindfulness of clients' needs are what set us apart from other firms. Our team has worked successfully on numerous soils, slopes, water mains, storm drains, sewer, new pavement design, and construction testing and grading projects involving Full Depth Reclamation (FDR) and High Stability Asphalt (HSA), for cities and agencies all over Southern California, some of which include **Buena Park**, Anaheim, Chino, Chino Hills, La Mirada, Temple City, South Pasadena, Arcadia, Walnut, La Canada Flintridge, Burbank, Industry, Torrance, Commerce, Lawndale, Pomona, Montclair, Covina, West Covina, Corona, San Dimas, Orange County Sanitation District (OCSAN), Los Angeles Department of Water & Power (LADWP), and more.

On-Call Contract Expertise

GAI understands the nature of on-call/as-needed contracts and task order project assignments, and diligently attends to each project received with the same level of importance, service, and flexibility required to successfully manage task order projects, whether small or large. We have received multiple on-call contracts and are currently an on-call geotechnical consultant for Orange and Los Angeles Counties.: We are familiar with city standards, provisions, policies, and practices, and currently have on-call contracts with some of the following California municipalities: **Buena Park**, Anaheim, Chino Hills, Pasadena, San Bernardino, Irvine, Industry, La Canada Flintridge, Burbank, Santa Clarita, Arcadia, LA Mirada, and more.

Should you have any questions during the proposal evaluation period, please contact the undersigned via phone at (909) 305-0400, or e-mail at LAnderson@GeoAdvantec.com. Our proposal is valid for a period of 180 days from the submittal date. We look forward to the opportunity to continue our working relationship with the City on future projects.

Respectfully Submitted,

Geo-Advantec, Inc.

Lisa Anderson

Lisa Anderson, MBA, Vice President

Geo-Advantec, Inc.
Geotechnical Engineering. Earthquake Engineering. Engineering Geology

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1. FIRM QUALIFICATIONS

1.1. Firm Profile

Founded in 2012, GAI provides a full range of responsive and quality geotechnical engineering consulting services for all phases of projects from conceptual design through construction. GAI meets (or exceeds) all of the minimum qualification requirements from the City's RFP as shown in Table 1 and also demonstrated throughout our proposal. Geo-Advantec, Inc. is our firm's legal name. We are an S Corporation firm incorporated in California, with our office headquarters located at 457 West Allen Avenue, Suite 113, San Dimas CA 91773, telephone number (909) 305-0400, where all the required services will be managed. GAI is registered with the Department of Industrial Relations under the ID number of 1000017767. We are a certified SBE with the Department of General Services, among multiple other entities. The main areas of our services and capabilities include:

- Geotechnical and Geological Engineering
- Geotechnical Earthquake Engineering
- Pavement Engineering
- Field Grading Monitoring and Soil Testing
- Soil, Asphalt/Paving Field Inspection
- Soil, Asphalt, and Materials Laboratory Testing
- Special Inspections for concrete, steel, welding, masonry, rebar, bolts, etc.

Table 1. *Minimum Qualifications*

Valid CA Professional Geotechnical Engineer License: Shawn Ariannia, PhD, PE, GE Registered Geotechnical Engineer: California, #2824 *Refer to the "Project Team" section of our proposal, and "Appendices" for a copy of Shawn's GE license.*
Valid City of Buena Park Business License: GAI will obtain once selected.
Minimum. 3 Years of Professional Geotechnical and/or Materials Testing Services: Founding Principals: 37+ Years Firm: 11+ Years *Refer to the "Firm Qualifications" and "Project Team" sections of our proposal.*
Minimum. 2 Years of Professional Working History with Similar-Sized Municipalities with Satisfactory References: Principals: 37+ Years Firm: 11+ Years *Refer to the "References" section of our proposal.*
Ability to Provide Deliverables Consistent with the Latest City-Adopted Formats and Software: Yes. GAI is currently working on projects with multiple cities, including the City of Buena Park, providing geotechnical and pavement engineering reports, daily reports, invoices, and other documents and deliverables consistent with each city's requirements.
Familiarity with City of Buena Park Standards, Provisions, and Practices: Yes, GAI is familiar with and understands the City of Buena Park's standards, provisions, and practices. GAI is currently an on-call geotechnical and materials testing consultant with the City and has worked on task order projects for the City.

As an engineering consultant, GAI's philosophy is to provide the highest quality of services to our clients. We bring together the key elements of service such as professionalism, industry experience, proactive management style, and all the skills necessary to successfully satisfy our client's needs. The GAI Team will be led by principal and proposed Project Manager Dr. Shawn Ariannia, PhD, PE, GE. For the past 20 years, Shawn has been working on public projects in Southern California and has performed and managed numerous geotechnical studies and during construction services for buildings, parking structures, pavement rehabilitation, street widening and improvements, transportation and bridges, pipeline replacement, water, wastewater, sewer, stormwater, drainage, and other capital improvements, while strictly adhering to quality, budget and schedule control.

Our assigned key personnel Mr. Ronald Hanson, CEG, PG, and Mr. Matin Noorzay have extensive experience performing and managing similar projects throughout Southern California. Our robust team consists of 24 registered civil and geotechnical engineers, geologists, field and laboratory technicians, in-house staff engineers and qualified laboratory technicians, special soil/asphalt inspectors, and admin staff. Each one of our

founding principals has worked for **more than 37 years** in the industry. Our geotechnical/soil field observers and technicians carry multiple certifications and are certified by ICC, Caltrans, City of Los Angeles, and are highly qualified to work on public works projects.

In addition, our principals and staff have previously participated in various training programs such as OSHA 10-Hour Construction Safety, Radiation Safety and Use of Nuclear Gauge, HAZMAT training for relevant technicians, in-house training for performing tests per ASTM requirements, and in-house training for performing tests per Caltrans requirements. We have an ongoing semi-annual training for our geotechnical technicians. Each newly hired technician receives this training at the beginning of employment with GAI.

Copies of our key personnel's licenses/certifications are included in the Appendices of our proposal.



GAI owns a full-service **Laboratory** accredited by:

- AMRL (AASHTO Materials Reference Laboratory), in conformity to the requirements of the AASHTO Accreditation Program (AAP), AASHTO R-18, ASTM D3740, ASTM D1070, and ASTM E329.
- CCRL (Cement and Concrete Reference Laboratory)
- Caltrans
- DSA (Division of the State Architect)
- City of Los Angeles
- Army Corps of Engineers

GAI has provided multiple cities with geotechnical engineering and materials testing services. We are well-experienced with the breadth of on-call agreement disciplines, as we are currently an on-call geotechnical consultant for Orange and Los Angeles Counties, among other entities. We are familiar with city standards, provisions, policies, and practices, including the City of Buena Park, and have worked on some of the following projects for cities/government agencies with similar scopes of work, complexity, and magnitude to the types of services requested in the City's RFP:

- **City of Buena Park, Subgrade Soils & Material Testing/Inspection for the Sewer Upsizing on Brenner Ave. and Melrose St.; Subgrade Soils & Material Testing/Inspection for the 2022-2023 Annual Pavement Rehabilitation Project**
- City of Anaheim, Geotechnical Site Investigation for Yorba Power Substation
- City of Commerce, Eastern Avenue Pavement Evaluation and Rehabilitation
- City of Pomona, Multilocation Percolation Tests and Storm Water Disposal Investigation at Gary Avenue; Pavement Study for Holt Avenue (West) Reconstruction; Pavement Study for West Mission Boulevard; Geotechnical QAP AT/IA & Other Testing Services for Various Street Construction
- City of La Canada Flintridge, Slope Stability Evaluation for Several Failed Slopes
- City of Chino, Quadrant III Water Main Replacement at Various Locations; Geotechnical and Materials Special Inspection for El Prado Road Pavement Reconstruction Between Kimball Avenue & Central Avenue; Pavement Evaluation and Recommendation for Grand Avenue
- City of Arcadia, Geotechnical Plan Review, Investigation, Monitoring, Testing, and Inspection for the Eisenhower Memorial Park Improvement Project
- City of Industry, Geotechnical Investigation, Monitoring and Testing for Expo Center Sewer Replacement, Phase 2

1.2. Project Experience

The GAI Team has completed nearly 50 federal and state-funded pavement design, rehabilitation, and construction projects over the last three years. Our vast knowledge of regulations governing geotechnical engineering, materials testing, and special inspections for public projects in Southern California (Codes such as CBC Code, ASTM standards, Caltrans latest Local Assistance Procedures Manual (LAPM), Caltrans Standard Plans and Specification, Greenbook, City codes, ordinances, and standards, including the latest City of Buena Park-adopted formats and software, and standards, provisions, and practices. qualifications of the team members and mindfulness of clients' needs are what set us apart from other firms.

Additionally, our principal engineers and geologists possess decades of experience and vast knowledge in geotechnical engineering, earthquake engineering, and engineering geology within the Southern California region. Our principal geotechnical engineer, Dr. Shawn Ariannia, is a former member of the review panel for The National Science Foundation (NSF), a United States government agency that supports fundamental research and education in the fields of science and engineering. We have performed peer review and geotechnical report review for several cities including South Pasadena, Walnut, Vallejo, Stanton, Eastvale, and Azusa, as well as Orange County Public Works (OCPW). We have also performed geotechnical constructability reviews for some agencies such as the Port of Los Angeles. Dr. Shawn Ariannia, PE, GE, and Ronald Hanson, PG, CEG, are the principal professionals in charge of geotechnical review for GAI. Our team has participated in numerous forensic works, some outside of the United States. Shawn Ariannia, the principal geotechnical engineer of the firm, has been involved in several forensic and litigation cases related to geotechnical and earthquake engineering. To name some; evaluation of seismic-related damages to a six-story building in Ontario, Canada, as well as three residential cases in the City of Los Angeles and two slope-failure studies for the cities of San Dimas and Pomona, California.

Below we present a few sample projects for geotechnical investigations, geotechnical engineering, and pavement engineering, and sample projects for materials testing and inspection services, demonstrating our ability to complete a variety of both small and large-scale projects. GAI's team has always worked closely with project delivery teams to provide on-time and quality services. Each of the projects presented below was completed on schedule and within budget. Our lab's short turnaround has also been a critical factor in finishing the jobs on time.

A. Geotechnical Engineering/Pavement Engineering Experience for Government Agencies

- **Orange County Public Works (OCPW), On-Call Geotechnical & Material Testing Services (Ongoing)**



GAI has been on-call consultant with OCPW for geotechnical and material testing services since 2017. We recently provided geotechnical investigation, report maintenance and repair work for the Richfield Flood Control Project under our contract with OCPW. GAI conducted a geotechnical investigation to provide geotechnical information for the design and construction of the proposed developments. We performed a site reconnaissance, conducted four exploratory borings, performed laboratory testing, and prepared a report that included recommendations for the design and construction of the proposed developments from a geotechnical standpoint.

- **Los Angeles County Metropolitan Transportation Authority (LA Metro), Geotechnical Services for PA/ED and PS&E of SR-91 from Central Avenue to Acacia Court Improvement Project (2020- 2023)**

The Los Angeles County Metropolitan Transportation Authority (LA Metro), in cooperation with the California Department of Transportation (Caltrans) District 7 and the Gateway Cities Council of Governments (GCCOG), advanced the development and implementation of State Route 91 between Acacia Court and Central Avenue in the City of Compton. The purpose of the Project was to reduce congestion, improve freeway-to-local street interchange operations, and enhance accessibility, safety, and multimodal integration for pedestrian, bicycle, transit, and motorist needs. The project consisted of improvements on the SR-91 mainline, on/off ramps, Artesia Blvd., Acacia Ct., Wilmington Ave., and Central Ave. in the City of Compton. GAI, as a part of the HNTB team, provided geotechnical services for the PA/ED phase of this project and also worked on the PS&E phase tasks. Our services for the PA/ED phase of the project comprised of performing geotechnical engineering work which included preparing Preliminary Materials Report, Preliminary Geotechnical Reports, and Structure Preliminary Geotechnical Reports (SPGR) for all of the structures within the project limits, including retaining walls and bridges. During the PS&E phase, GAI worked on the Final Materials Report; Geotechnical Design Report (GDR); and several Foundation Reports (FR) for bridges, ground-anchored walls, and non-standard retaining walls.

- **City of Chino, Chino Avenue Deficient New Pavement Evaluation (2019)**



Geo-Advantec, Inc. (GAI) performed geotechnical/pavement forensic engineering services for the City of Chino, on Chino Avenue between Benson Avenue and Oaks Avenue, in order to evaluate the "as constructed" pavement conditions for the recently paved part of Chino Avenue, where defects in the paved areas were observed. GAI conducted an investigation to determine the cause and nature of the observed defects and provided recommendations for fixing and/or mitigating the defects.

As part of our investigation services, GAI reviewed the project plans, specifications and reports; performed site visits and documented the existing pavement's condition; conducted 10 shallow corings; performed laboratory tests including measurements of the asphalt layer, determination of density and binder content; and prepared a final report of our findings and recommendations.

- **City of San Dimas, Value Engineering for Cienega Avenue Pavement Rehabilitation (2017-2018)**



The City of San Dimas intended to rehabilitate 2.2 miles of pavement for Cienega Avenue between Lone Hill Avenue and Arrow Highway. The previous pavement rehabilitation study/design recommended Full Depth Reclamation of the existing pavement.

GAI performed geotechnical investigation, field sampling, and lab testing after reviewing the previous reports. Our team provided an optimum design for the pavement section and cement-treated base. Our study resulted in a more coherent design for the targeted design traffic. We significantly reduced the volume of fieldwork and materials. For example, the thickness of cement treated base section was reduced by about 15 percent.

B. Materials Testing Project Experience for Government Agencies

- **City of Redondo Beach, Materials Testing and Inspection for Redondo Beach South Bay Regional Intermodal Transit Center (2019-2022)**



The project involved the construction of a new transit center on Kingsdale Avenue which included the construction of a new transit building, bus bays, retaining walls, parking lot, and associated appurtenances. Phase 2 of the project will consist of the widening of Kingsdale Avenue south of Artesia Blvd., which will include the removal of the existing bus bays constructing new pavement, sidewalk, streetlights, and landscaping. As a subconsultant to Ardurra, GAI provided during construction geotechnical and materials inspection and testing services. Our scope of work included field monitoring, testing and inspection for the grading works, laboratory tests on soils, base asphalt, and concrete; and preparing and submitting daily inspection reports.

- **City of Torrance, Geotechnical Services for Torrance Transit Park and Ride Regional Terminal, Phase I-Rough Grading & Phase II (Phase 1: 2016-2017; Phase II: 2018-2022)**



The City of Torrance constructed a Transit Park and Ride Regional Terminal to create a strategically located, multi-modal facility that met the regional needs of South Bay residents. The project improved regional mobility by linking Torrance Transit routes with other regional providers in the Transit Terminal. Phase I of the project included performing rough grading at the site, which was about 7 acres of undeveloped land located at 465 Crenshaw Boulevard, dedicated to the Transit Terminal. GAI was selected for geotechnical services, grading observation, and soils, field, and laboratory testing for different components of the project, including a proposed one-story and a proposed two-story building, bus platform, canopies, and pavement of the designated areas. GAI continued working on Phase II and performed geotechnical observation, engineering, and materials testing. The project was completed in 2022.

- **City of Commerce, Field Inspection and Testing for Washington Boulevard Widening and Rehabilitation (2016-2018)**



Washington Boulevard is a major east-west corridor that passes through the City of Commerce located within the Gateway Cities region. It serves as one of the significant connectors between I-710 and I-5 Freeways carrying approximately 35,000 vehicles per day, 25% of that being truck traffic.

The project scope included rehabilitation, reconstruction, and widening covering a 2.7-mile-segment of Washington Boulevard between Indiana Street to the Santa Ana (I-5) Freeway. Widening of the boulevard from two lanes to three lanes in each direction was also part of the scope. The project was federally funded and constructed in compliance with the Caltrans Local Assistance Procedures Manual (LAPM). The project cost was $40 million, and it won the “Transportation Award” of the American Public Works Association (APWA) of Southern California in 2017.

GAI performed as the Caltrans Certified Laboratory and provided field inspection and testing on grading operation, as well as laboratory testing for the project.

1.3. Understanding of the City's Need

GAI understands that the City of Buena Park is requesting proposals from qualified firms to provide comprehensive Professional Geotechnical and Materials Testing Services on an on-call/as-needed basis. The City anticipates awarding multiple on-call contracts with a term of two (2) years and an estimated not-to-exceed amount of up to $200,000. The final term and contract amount will depend on the quality, diversity, and responsiveness of the received proposals, as well as the projected City needs. The purpose of the on-call list is to establish a list of qualified firms to perform the work. Once a list is established, project-specific RFP's will be sent to all firms on the list. The scope, work schedule with milestones, hours, and fee for each individual project will be negotiated on a project-by-project basis. No work is guaranteed as a result of being placed on the on-call list or if awarded a contract. GAI can perform any/all of the scope of services listed in the City's RFP. GAI understands that a portion or all of the work may be subject to prevailing wage rates as set by the State of California. Our employees will be paid utilizing current prevailing wage rates when appropriate. GAI shall comply with all applicable laws, and unless advised otherwise in writing by the City prior to performing on any particular project, GAI shall comply with all applicable requirements of the California Labor Code. The estimated number of hours and cost to complete the services will be provided in our project-specific proposal upon request by the City for a specific task order project.

1.4. What Separates GAI from the Competition?

- Our proposed project administrators are the company's principals, with a strong background and knowledge of geotechnical engineering as well as construction monitoring and testing tasks.
- Our team has extensive expertise in specific and complex geotechnical tasks such as value engineering and forensic engineering for pavement projects, geotechnical instrumentation, slope stability, etc., and is experienced with various design and field constraints.
- Our project manager will be available readily, on a 24/7 basis.
- **Advance notice requirements: Our firm provides service on short notice; we mobilize quickly for projects and provide engineers or technicians/inspectors promptly, within 24 hours of notice, to meet the requested work.**
- On a daily basis, we perform an in-house quality control on the daily inspection reports. We use cloud-based electronic distribution of our daily inspection reports, which will be available to the team instantly, after completion of the daily inspection.
- As a reliable indicator of effectiveness, our lab turnaround time is very short. All laboratory tests are reviewed by the lab manager immediately after completion and before distribution.
- We are well experienced in geotechnical pavement study and rehabilitation projects. GAI has completed several projects with considerable savings for the clients. As examples, we performed as the geotechnical and pavement consultant for the "Eastern Avenue Pavement Rehabilitation Project", the winner of "Efficient and Sustainable Road Maintenance, Construction, and Reconstruction Project" in 2017 Outstanding Local Streets and Roads Award Program at the League of California Cities Annual Conference. Also, GAI was the City of Commerce pavement consultant for $40M Washington Boulevard Widening and Reconstruction Project. The project won the "Transportation Award" of American Public Works Association (APWA) of Southern California in 2017.

2. PROJECT TEAM

GAI's team has been selected based on individual and firm qualifications to meet the needs of the City for this contract as shown below. We will utilize subcontractor 2R Drilling, Inc. and Frontline Traffic Control to perform drilling and traffic control services.

2.1. Management Personnel

Shawn Ariannia, Ph.D., PE, GE - Principal-In-Charge



Dr. Shawn Ariannia, PhD, PE, GE, will be the authorized person to bind the company with any contract resulting from this proposal. He will supervise and coordinate geotechnical engineering analyses, formulation of geotechnical recommendations, preparation of reports, and consultations during the design and construction of projects. He brings decades of experience to the team's leadership.

Shawn Ariannia, Ph.D., PE, GE - Project Manager

As a proven and highly qualified geotechnical engineer, we propose Shawn as Project Manager for all the geotechnical investigative and pavement engineering services of this on-call contract. He has over 37 years of responsible experience managing major projects in both structural and geotechnical fields. He has been involved in projects such as transportation/transit, highway and railroad bridges, tunnels, power plants, cooling towers, silos, and medium to high-rise multi-story structures. The breadth of his experience includes geotechnical analysis, field and laboratory test management, slope stability and liquefaction analysis, seismic hazard evaluation, pile and earth retaining structures design, design, and implementation of soils and slope stabilization, repair and retrofit methods relevant to soils, foundation and structural behavior for different types of structures. During the last two decades, he has actively practiced geotechnical engineering and consulting in Southern California and has been the Geotechnical Engineer of Record for numerous road/highways, transportation, educational, multi-story buildings, and parking structure projects. He is certified for asphalt mix design by Asphalt Institute.

Ronald Hanson, CEG, PG - Field Operation Manager/Senior Inspector/Principal Engineering Geologist for Construction Projects



Mr. Ronald Hanson, CEG, PG, has over 37 years of experience in performing geological/geotechnical investigations, and construction inspection services for major public and private projects. His qualifications, certifications, and extensive experience in cities and municipalities projects assure the client about the quality of services they would receive. He has supervised numerous grading, soils, and materials inspection and testing projects for public agencies in the last 20 years in Southern California. Ronald has worked on several federally funded projects and is qualified to work on federal jobs.

Matin Noorzay - Senior Field Engineer



Mr. Matin Noorzay will serve as Senior Field Engineer/Field Operation Manager for the subject RFP. He is a civil engineer with more than 17 years of experience in managing numerous projects for different municipalities and public agencies, as well as conducting field investigations for major geotechnical and pavement projects in Southern California. He is highly experienced in soils investigations, coring, drilling, logging and sampling, for all kinds of geotechnical engineering projects. Matin has performed site pavement investigations for numerous pavement rehabilitation projects during the past five years. Some of his recent experience over the last year includes field investigation, coring, and

sampling for Telegraph boulevard (2.5 miles) in the City of Downey, and W. Holt Avenue in the City of Pomona (3 miles). For this project, he will be in charge of all fieldwork for geotechnical investigation projects, as well as assisting with during construction monitoring.

John Cromer - Laboratory Manager and Senior Field/Lab Inspector



Mr. John Cromer has more than 12 years of experience in performing laboratory testing and field inspection. As a certified laboratory technician, he has performed as a laboratory technician on soil, aggregate, concrete, and asphalt on numerous projects in Southern California. In addition, he has been significantly involved in field inspection, monitoring, and testing on all kinds of pavement projects.

Jack Lee, PE - Vice President/Engineering/Senior Project Engineer



Mr. Jack Lee, PE, will be the senior project engineer performing engineering analysis and design. He has more than nine (9) years of engineering analysis, laboratory testing, preparing geotechnical/pavement reports, as well as site drilling and sampling experience. He has worked on a variety of projects for different school districts, cities and municipalities, and transportation agencies. Specifically, in the past two years, he has been involved in GAI projects with the Cities of Downey, Pomona, San Dimas, Covina, Rosemead, and Los Angeles. Jack obtained his bachelor's degree in civil engineering from the University of California, Los Angeles (UCLA) and his master's degree from California State Polytechnic University, Pomona.

Mohsen Rahimian, PE, GE - Senior Project Engineer/Senior Geotechnical Engineer



Mr. Mohsen Rahimian has more than 35 years of experience with geotechnical and material engineering, testing, investigation, design, and construction. He has worked on a wide spectrum of public and private projects. Mohsen has substantial experience in conducting and management of geotechnical and material testing and inspection services during construction. He has performed diversified geotechnical assignments including pavement design, shallow and deep foundation design, settlement evaluations, liquefaction studies, and slope stability analyses. He has also performed geotechnical, civil, and structural design and construction management for various projects.

Yasmin Proa, EIT - Senior Staff Engineer



Ms. Yasmin Proa, EIT, is a graduate in geotechnical engineering with over five (5) years of experience performing site drilling/coring and sampling, pavement assessment and rating, pavement engineering analysis, life-cycle cost analyses, and assisting with the preparation of pavement rehabilitation and soils reports. She received the StreetSaver MTC Pavement Condition Assessment Certificate of Achievement.

2.2. Organizational Chart and Project Personnel

The team of office engineering and support staff, field and laboratory testing, and inspection are introduced in the following table and organizational chart. Table 2 presented in this section provides a local staffing list and availability for the project team members and an available pool of specialized resources for maximizing efficiency. The key personnel assigned to this project are marked with the letter **"K"** on the name column. GAI commits itself to deploying the appropriate resources on short notice to meet the requested work. Service requests received from the City will be dispatched promptly and logged daily by our dedicated Dispatcher. Service calls will be assigned to the appropriate

technician(s) based on the City's needs, project timeline, staffing, and skill level requirements. The technician's Estimated Time of Arrival (ETA) will be communicated promptly to the City. GAI is committed to providing qualified personnel on short notice, within 24 hours of notification by the City's representative. In case of an emergency, we will be able to respond or operate 24 hours a day, seven days a week. The resumes of GAI's key management personnel and key inspectors begin on Page 11 in this section of our proposal.

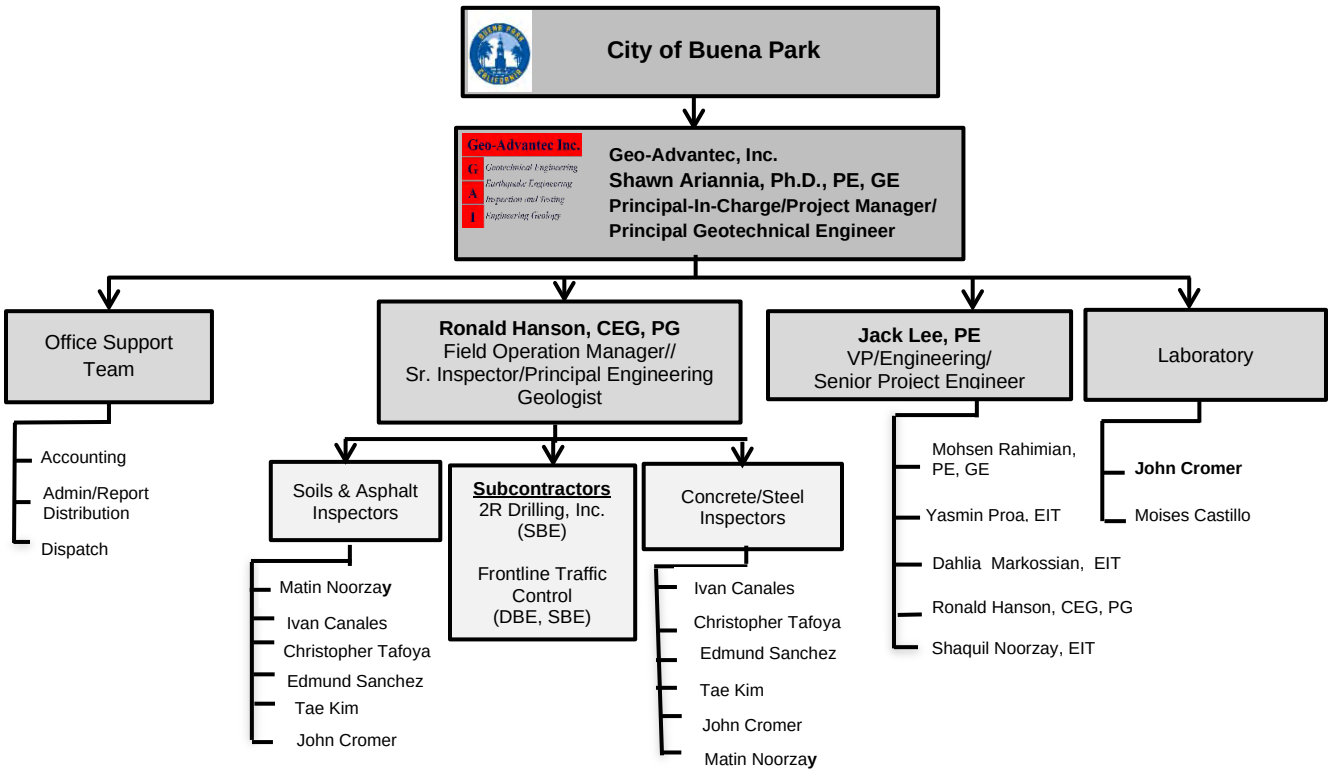


Table 2. *Project Team Local Staffing List and Availability*

Name	Position	Certificate/License	License/Cert. Nos.	Years of Experience	Availability
Shawn Ariannia **(K)**	Principal-In-Charge/Contract/Project Manager/Principal Geotechnical Engineer	Registered Civil Engineer, California Geotechnical Engineer, California	C65642 GE2824	37+ Yrs.	70%
Ronald Hanson **(K)**	Field Operation Manager/Senior Inspector/Principal Engineering Geologist	Registered Geologist, California, Certified Engineering Geologist, California, Caltrans, ICC, ACI, OSHA-30, HAZWOPER-40, Confined Spaces, and Permit Require Confined Spaces (GI)	PG5143 CEG1841 ICC: 8049864 City of Los Angeles Deputy Grading Inspector, P022551 Caltrans CTM Certs.:106, 125, 231, 375	37+ Yrs.	75%
Matin Noorzay **(K)**	Senior Field Engineer	City of LA Deputy Inspector, OSHA-30, HAZWOPER-40	City of Los Angeles Deputy Grading Inspector, P028121	17+ Yrs.	90%
Jack Lee **(K)**	Vice President/Engineering/Senior Project Engineer	Registered Civil Engineer, California, ICC, OSHA-10, HAZWOPER-24	C87598 ICC: 8411425	9+ Yrs.	70%
John Cromer **(K)**	Laboratory Manager and Senior Field/Lab Inspector	ICC, ACI, Caltrans, Deputy Inspector, OSHA-10	ICC: 8025182: ICC Certified Soils Special Inspector ACI: 01124003: ACI Concrete Field-Testing	12+ Yrs.	80%

Name	Position	Certificate/License	License/Cert. Nos.	Years of Experience	Availability
		ASTM Soil Laboratory Technician	Technician-Grade 1; ACI Concrete Strength Testing Technician; ACI Masonry Laboratory Testing Technician City of Los Angeles Deputy Grading Inspector, City of Los Angeles Deputy Grading Inspector, P034373 Caltrans CTM Certs.:105, 106, 125, 201, 202, 204, 205, 216, 217, 226, 227, 229, 231, 308, 309, 375, 382, 504, 518, 521, 523, 524, 533, 539, 540, 543, 556, 557, 643		
Ivan Canales **(K)**	Soils & Materials Inspector	ICC, ACI	ICC. 9801915 ACI: 2074568 Concrete Field Testing Technician-Grade 1 Caltrans CTM Certs.:125, 231, 375, 504, 518, 523, 539, 540, 543, 556, 557	2 Yrs.	80%-100%
Christopher Tafoya **(K)**	Soils & Materials Inspector	ICC, ACI	ICC: 9187474 ACI: 01648007 ACI Concrete Field Testing Technician-Grade 1 HAZWOPER-40 (training)	6 Yrs.	80%-100%
Mohsen Rahimian	Senior Project Engineer/Senior Geotechnical Engineer	Registered Civil Engineer, California Geotechnical Engineer, California	C73396 GE305	35+ Yrs.	80%
Yasmin Proa	Senior Staff Engineer	Engineer-In-Training (EIT), California Graduate in Geotechnical Engineering MTC Pavement Condition Assessment OSHA-10	E.I.T., CA	5+ Yrs.	80%
Moises Castillo	Lab Technician	ACI	ACI 02110682: ACI Concrete Field Testing Technician-Grade 1	4 Yrs.	80%-100%
Dahlia Markossian	Project Engineer	Engineer-In-Training (EIT), California Graduate in Civil Engineering AutoCAD and CAD Certification Revit Certificate	E.I.T., CA #167701	2 Yrs.	80%-100%
Edmund Sanchez	Soils & Materials Inspector	ICC DSA Structural Masonry	ICC: 5080193 DSA Masonry #5379	10+ Yrs.	80%-100%
Tae Kim	Soils & Materials Inspector	ICC, ACI	ICC. 10002786 ACI: 02107079 Concrete Field Testing Technician-Grade 1	2 Yrs.	80%-100%
Shaquil Noorzay	CAD/GIS Technician	Engineer-In-Training (EIT), California Nuclear Gauge Certified	E.I.T., CA #173302	3+ Yrs.	80%-100%

Geo-Advantec, Inc.
Geotechnical Engineering. Earthquake Engineering. Engineering Geology

Shawn Ariannia, PhD, PE, GE | Principal-In-Charge/Project Manager/Principal Geotechnical Engineer

Education

- Ph.D., Geotechnical Engineering, University of California, Los Angeles (UCLA) (2015)
- M.S., Civil Engineering, University of Tehran (1985)
- B.S., Civil Engineering, University of Tehran (1982)

Registrations/Certifications/ Affiliations

- Registered Geotechnical Engineer: California, #2824
- Professional Civil Engineer: California, #65642
- Asphalt Mix Design Certification, Asphalt Institute
- Former Member of National Science Review Panel, US
- Past President, ASCE Inland Empire Geotechnical Committee
- Cal Poly Pomona Industry Advisory Committee, Member

Areas of Expertise

- 37+ years of experience in civil engineering and geotechnical engineering projects for public and private clients
- Saved hundreds of thousands of dollars for clients by providing high quality yet economic alternate geotechnical value engineering solutions
- High extent of familiarity with all the tasks involved in transportation projects
- Vast knowledge and experience in geotechnical seismic rehabilitation study and site-specific evaluations
- Extensive experience in pavement design, retrofit and management projects with various cities in Southern California

Dr. Ariannia has over 37 years of experience in the design, supervision, and technical management of projects in structural and geotechnical fields. He has been involved in different types of projects such as transportation/transit, highway/railroad bridges, tunnels, power plants, cooling towers, silos, and medium to high-rise multi-story structures. The breadth of his experience includes geotechnical analysis, field and laboratory testing management, slope stability and liquefaction analysis, seismic hazard evaluation, pile and earth retaining structures design, design and implementation of soils and slope stabilization, repair and retrofit methods relevant to soils, foundation, and structural behavior for different types of constructions.

During the past two decades, Dr. Ariannia has actively practiced geotechnical engineering and consulting in Southern California. He has been a Geotechnical Engineer of Record for multiple transportation, aviation, educational, multi-story building/parking structure, and utility infrastructure projects. He has worked on several federally funded projects and is qualified to work on federal jobs. He served as the principal geotechnical engineer for various types of projects including:

- Transportation, Pavement Engineering, Bridges, and Parking Structures
- Aviation, Ports and Harbors
- Public works, Cities, and Municipalities
- Schools and Educational Facilities
- Hospitals and Medical Facilities

Relevant Experience

- **Pavement Engineering, Field Inspection and Testing for Washington Boulevard Widening and Rehabilitation, City of Commerce, Commerce, CA**
  Principal-In-Charge/Principal Geotechnical Engineer. Served as the Principal-In-Charge and Principal Geotechnical Engineer and Pavement Consultant for the rehabilitation, reconstruction, and widening covering a 2.7-

mile-segment of Washington Boulevard between Indiana Street to the Santa Ana (I-5) Freeway. Widening of the boulevard from two lanes to three lanes in each direction was also part of the project scope. **Project Cost:** $40 million

- **Geotechnical Services for G-Line BRT, Los Angeles County Metropolitan Transportation Authority (LA Metro), San Fernando Valley, CA**
  Principal Geotechnical Engineer. Dr. Ariannia is providing geotechnical design supervision for this project. His responsibilities included leading the GAI technical team and reviewing submittal documents for conformance with the contract technical provisions and responding to questions from the design team about the geotechnical work. The services GAI provides include field exploration for three bridges/grade separations with about 1.0 miles in length, aerial stations, MSE walls, pavement improvements, and comprehensive field percolation tests at multiple locations. GAI prepared preliminary geotechnical design and foundation reports for different elements of the project and continued working with the design team toward the completion of the final design. This progressive design-build project is currently in the design and preconstruction phase. The project will upgrade the existing 18-mile line running through San Fernando Valley. Some of the key project elements include grade separation and aerial station at Sepulveda Blvd.; grade separation and aerial station at Van Nuys Blvd./Vesper Ave.; railroad-style gated intersections for at-grade crossings; and bike path improvements.
- **On-Call Geotechnical & Material Testing Services, Orange County Public Works (OCPW), Orange County, CA**
  Principal Geotechnical Engineer. GAI has been an on-call consultant with OCPW for geotechnical and material testing services since 2017. We recently provided geotechnical investigation, report maintenance, and repair work for the Richfield Flood Control Project under our contract with OCPW.
- **Value Engineering for Cienega Avenue Pavement Rehabilitation, City of San Dimas, San Dimas, CA**
  Project Manager/Principal Geotechnical Engineer. Served as Project Manager/Principal Geotechnical Engineer for pavement rehabilitation in the City of San Dimas. The city rehabilitated the pavement for 2.2 miles of Cienega Avenue between Lone Hill Avenue and Arrow Highway. The project was previously studied, and the design for pavement rehabilitation was completed and resulted in Full-Depth Reclamation (FDR) of the existing pavement. GAI performed field sampling, lab testing, and provided an optimum design for the pavement section and cement-treated base part of it. Our study resulted in a more coherent design for the targeted design traffic, and significantly reduced the volume of fieldwork and materials, such as a reduction in the thickness of cement treated base section by 15 percent.
- **Geotechnical Services for PA/ED and PS&E of SR-91 from Central Avenue to Acacia Court Improvement Project, LA Metro, Compton, CA**
  Principal Geotechnical Engineer. GAI provided geotechnical services for the PA/ED phase of this project and also worked on the PS&E phase tasks. Our services for the PA/ED phase of the project comprised of performing geotechnical engineering work which included preparing Preliminary Materials Report, Preliminary Geotechnical Reports, and Structure Preliminary Geotechnical Reports (SPGR) for all of the structures within the project limits, including retaining walls and bridges. The purpose of the Project was to reduce congestion, improve freeway-to-local street interchange operations, enhance accessibility, safety, and multimodal integration for pedestrian, bicycle, transit, and motorist needs.

Geo-Advantec, Inc.
Geotechnical Engineering. Earthquake Engineering. Engineering Geology

Education

- B.S. Geology (1984), California State University, Los Angeles (CSULA)
- Graduate Courses in Geology, California State University, Los Angeles (CSULA)

Registrations/Certifications/ Affiliations

- California Certified Engineering Geologist #1841 (1993)
- California Professional Geologist #5143 (1991)
- City of Los Angeles Deputy Grading Inspector (#P022551)
- ICC Soils Special Inspector (#8049864)
- Caltrans CTM Certs.:106, 125, 231, 375
- ACI Concrete Field Testing Technician-Grade I (#01341389)
- OSHA-30
- Nuclear Gauge Operator Training
- HAZWOPER-40
- Confined Spaces & Permit Required Confined Spaces (GI)
- Geological Society of America, Member

Areas of Expertise

- 37 years of experience in geotechnical investigations, inspections, geological investigations and public works inspections
- For SR-22 Freeway, worked as the supervising grading inspector and supervised a team of 10 Caltrans inspectors for grading and testing
- Experience in the inspection of federally and state funded projects in compliance with Caltrans Local Assistance Procedures Manual (LAPM)

Ronald Hanson, CEG, PG | Principal Engineering Geologist/Senior Field Inspector

Mr. Hanson is a California Professional Geologist with over 37 years of experience in performing geological and geotechnical investigations, geologic/soils inspection, and preparing geological reports. He has worked on numerous grading operations, including the CC Ranch project in Castaic, CA (a large project that consisted of moving four million yards of soil), where he acted as the head geologic inspector. He also performed geologic mapping for fault evaluations at SAWPA Tunnel and Seven Oaks Dam and worked on widening the Garden Grove Freeway (State Route 22-OCTA), inspecting fill slopes, sub-grade preparation, and over-excavation of unsuitable material and bridge widening-related tasks. He has served as the public works inspector for several projects, including street and highway improvements in Southern California.

Relevant Experience

- **Materials Testing and Inspection for Redondo Beach South Bay Regional Intermodal Transit Center, City of Redondo Beach, Redondo Beach, CA**
  Senior Inspector. GAI provided during construction geotechnical and materials inspection and testing services. Our scope of work included field monitoring, testing and inspection for the grading work, laboratory tests on soils, base asphalt and concrete; and preparing and submitting daily inspection reports. The project involved the construction of a new transit center on Kingsdale Avenue which included the construction of a new transit building, bus bays, retaining walls, parking lot and associated appurtenances. **Project Cost:** $11.5 million
- **Pavement Engineering, Field Inspection and Testing for Washington Boulevard Widening and Rehabilitation, City of Commerce, Commerce, CA**
  Field Supervisor/Principal Engineering Geologist. Supervised the field inspection and testing team performing grading operations, as well as laboratory testing for

the project. Project included the rehabilitation, reconstruction, and widening covering a 2.7-mile-segment of Washington Boulevard between Indiana Street to the Santa Ana (I-5) Freeway. Widening of the boulevard from two lanes to three lanes in each direction was also part of the project scope. **Project Cost:** $40 million

- **Geotechnical Services for Torrance Transit Park and Ride Regional Terminal, Phase I-Rough Grading, City of Torrance, Torrance, CA**
  Field Supervisor/Principal Engineering Geologist. In charge of the inspection team providing geotechnical services, grading observation and soils testing for different components of the project including a proposed one-story and a proposed two-story building, bus platform, canopies and pavement of the designated areas. The purpose of testing and inspection of the grading operations was to verify that the completed work complied with the project plans, specifications, special provisions, and geotechnical recommendations. **Project Cost:** $40 million
- **On-Call Geotechnical & Material Testing Services, Orange County Public Works (OCPW), Orange County, CA**
  Principal Engineering Geologist. GAI has been an on-call consultant with OCPW for geotechnical and material testing services since 2017. GAI recently provided a geotechnical investigation for the Oso Creek Channel Rehabilitation Project which included our recommendations for the retrofit design and construction of the partially failed channel bank from a geotechnical standpoint.
- **Pavement Evaluation, Testing, and Inspection for Rehabilitation of Various Streets, City of Pomona, Pomona, CA**
  Field Supervisor/ Principal Engineering Geologist. Served as Field Supervisor/ Principal Engineering Geologist for a comprehensive geotechnical/pavement engineering study for various streets within the city.
- **Resident Inspector Services for Rosemead Boulevard Safety Enhancement and Beautification, City of Temple City, Temple City, CA**
  Inspector of Record. Provided the resident inspector of record services for this federally funded project which consisted of over approximately 2 miles of streetscape enhancements on Rosemead Boulevard. **Project Cost:** $30 million
- **Geotechnical Services/Inspection and Testing for Delta Air Lines/LAX, Los Angeles, CA**
  Sr. Inspector/Principal Engineering Geologist. Provided geotechnical grading deputy inspection for this project. The project included construction of a maintenance hangar, headhouse, tower crane, underground utility lines, and associated pavements for Delta Air Lines. The project involved installation of an extensive shoring system.
- **Pavement Study for Holt Avenue (West) Reconstruction Project, City of Pomona, Pomona, CA**
  Principal Engineering Geologist. Served as Principal Engineering Geologist for the pavement rehabilitation in the City of Pomona. Holt Avenue is a main artery within the city limits. GAI conducted a total of 60 geotechnical/pavement engineering field corings for the total length of the project (about 15,000 feet) and 15 CPT soundings to identify the substrata profile and determine the depth of the most permeable layers for our percolation testing and intended stormwater disposal project. In several locations, GAI conducted larger size saw-cuts to collect subgrade samples for R-value testing. **Project Cost:** approx. $7.1 million

Geo-Advantec, Inc.
Geotechnical Engineering. Earthquake Engineering. Engineering Geology

Education

- B.S., Civil Engineering, University of Kabul (1980)

Certifications

- ICC, Soils Special Inspector (#8052424)
- City of Los Angeles, Deputy Grading Inspector (#P028121)
- Radiation Safety and Nuclear Gauge
- OSHA-30
- HAZWOPER-40
- HAZMAT Certification Refresher Training for Portable Nuclear Gauges
- Safety Compliance Management (SCM), Certificate of Completion, 4-Hour Training & Testing in California Title 22 Hazardous Waste Generator Training (#1398)

Areas of Expertise

- Extensive knowledge of field exploratory operation
- Familiarity with requirements of Caltrans projects
- 17 years of experience working on different project types with cities, counties, and agencies.

Matin Noorzay | Senior Field Engineer

Mr. Noorzay has 17 years of experience conducting and monitoring soil investigations for various projects. He is highly experienced in soils investigations, drilling, logging and sampling, as well as mechanical and technical drafting/plotting. Mr. Noorzay has performed site investigations, observation, and testing for numerous pavement rehabilitation projects and school/college sites during the past five years. He has extensive experience in conducting AC Marshall testing as well as field inspection and testing of subgrade, base material, and asphalt. He will be supervising and highly involved in the site investigation operation.

Relevant Experience

- **Value Engineering for Cienega Avenue Pavement Rehabilitation, City of San Dimas, San Dimas, CA**
  Senior Field Engineer/Field Operation Manager. The city rehabilitated the pavement for 2.2 miles of Cienega Avenue between Lone Hill Avenue and Arrow Highway. The project was previously studied, and the design for pavement rehabilitation was completed and resulted in Full-Depth Reclamation (FDR) of the existing pavement. GAI performed field sampling, and lab testing, and provided an optimum design for the pavement section and cement-treated base part of it. Our study resulted in a more coherent design for the targeted design traffic, and significantly reduced the volume of fieldwork and materials, such as a reduction in thickness of cement treated base section by 15 percent.
- **New Pavement Evaluation and Forensic Engineering for Deficient Pavement on Chino Avenue, City of Chino, Chino, CA**
  Senior Field Engineer/Field Operation Manager. GAI performed geotechnical and pavement forensic engineering services for the City of Chino, on Chino Avenue between Benson Avenue and Oaks Avenue, in order to evaluate the “as constructed” pavement conditions for the recently paved part of Chino Avenue, where defects in the paved areas were observed.

Geo-Advantec, Inc.
Geotechnical Engineering. Earthquake Engineering. Engineering Geology

Education

- High School Diploma

Certifications

- ACI Concrete Field Testing Technician-Grade I (#01124003)
- ACI Concrete Strength Testing Technician (#01124003)
- ACI Masonry Laboratory Testing Technician (#01124003)
- ICC Soils Special Inspector (#8025182)
- ASTM Soil Laboratory Technician
- City of Los Angeles Deputy Grading Inspector (#P034373)
- OSHA-10
- Radiation Safety and Use of Nuclear Gauges-CPN International, Inc.; Radiation Safety Officer Seminar for Nuclear Gauges-CPN International, Inc.
- Caltrans CTM Certs.:105, 106, 125, 201, 202, 204, 205, 216, 217, 226, 227, 229, 231, 308, 309, 375, 382, 504, 518, 521, 523, 524, 533, 539, 540, 543, 556, 557, 643
- ASTM Training and E-Learning-Course Tests for Determining the Water Content of Soils

Areas of Expertise

- Extensive knowledge of field and lab operations
- Highly experienced in soils and materials laboratory testing and relevant regulations
- Familiarity with the requirements of Caltrans projects
- Experience working on different types of projects including transportation and transit
- OSHA trained

John Cromer | Laboratory Manager and Senior Field/Lab Inspector

Mr. Cromer has more than 12 years of experience in performing laboratory testing and field inspection. He has performed as a laboratory technician on soil, aggregate, and asphalt on numerous projects in Southern California. In addition, he has been involved in many field inspections, monitoring, and testing services on all kinds of grading projects. Mr. Cromer is familiar with Caltrans testing procedures.

Relevant Experience

- **Pavement Engineering, Field Inspection and Testing for Washington Boulevard Widening and Rehabilitation, City of Commerce, Commerce, CA**
  Lab Manager/Field & Lab Technician. Served as the Lab Manager/Field & Lab Technician for the rehabilitation, reconstruction, and widening covering a 2.7-mile-segment of Washington Boulevard between Indiana Street to the Santa Ana (I-5) Freeway. Widening of the boulevard from two lanes to three lanes in each direction was also part of the project scope. **Project Cost:** $40 million
- **Geotechnical Investigation for Queen Mary Waterfront Development at Port of Long Beach, Urban Commons, Long Beach, CA**
  Lab Manager/Technician. Served as Lab Manager/Technician providing a comprehensive geotechnical, geologic, and geohazard study. The site improvements included design and construction of about 500,000-sf of retail buildings, hotels, parking structures, and entertainment centers.
- **Resident Inspector Services for Rosemead Boulevard Safety Enhancement and Beautification, City of Temple City, Temple City CA**
  Lab Manager/Technician. Served as Principal Lab Manager/Technician of Rosemead Blvd., Street Improvement and Utility, Sewer and Water Lines Replacement.

Geo-Advantec, Inc.
Geotechnical Engineering. Earthquake Engineering. Engineering Geology

Education

- M.S., Geotechnical Engineering, California State Polytechnic University, Pomona (2015)
- B.S., Civil Engineering, University of California, Los Angeles (2012)

Registrations/Certifications

- Professional Civil Engineer: California, #87598, 2017
- APNGA Portable Nuclear Gauge Safety & U.S. DOT HAZMAT Certification Class
- HAZWOPER-24
- OSHA-10

Areas of Expertise

- Extensive experience in performing engineering analysis and working with geotechnical analytical software
- Successfully performing as project engineer on several LA Metro highway PAED and/or PS&E projects
- Successful experience in Life Cycle Cost Analysis per Caltrans requirements
- Extensive knowledge of field investigation operation
- Familiarity with the requirements of Caltrans such as highway design manual
- Experience working on a variety of transportation projects
- AutoCAD Software
- MATLAB
- -C++
- Phase2, Settle 3D
- Adobe Photoshop and Illustrator

Jack Lee, PE | Senior Project Engineer

Mr. Lee has extensive experience in engineering analysis, seismic evaluation, laboratory testing, preparing geotechnical/pavement reports, as well as site drilling and sampling. Mr. Lee has conducted several Life Cycle Cost Analysis (LCCA) for Caltrans highway projects. He has extensive knowledge of field investigation operation. He is highly experienced in working with geotechnical analytical software and is well familiar with the requirements of Caltrans such as highway design manual.

Relevant Experience

- **Geotechnical Investigation for Pavement Distress within the San Dimas Loop, City of San Dimas, San Dimas, CA**
  Senior Project Engineer. GAI performed a geotechnical field investigation and Mr. Lee prepared a report to provide geotechnical information for the design and repair/construction of the part of the San Dimas Loop exhibiting signs of pavement distress and failure. Our services included a field exploratory program, laboratory testing, office engineering, and a final report which included evaluation of the adjacent descending slope and recommendations for pavement repair and other necessary measures to stabilize the distressed area of the road.
- **Pavement Evaluation, Monitoring and Inspection for Rehabilitation of S. Eastern Avenue, City of Commerce, Commerce, CA**
  Senior Project Engineer. Served as Senior Project Engineer as the geotechnical/pavement engineering consultant for the project. GAI provided geotechnical engineering services for the evaluation of the existing asphalt condition at S. Eastern Avenue, between Stevens Place and Bandini Boulevard. Our scope of work included: site reconnaissance; coring and sampling of existing asphalt concrete, underlying base layer and subgrade soils; laboratory testing; and engineering analysis. Mr. Lee prepared the final pavement report.

Geo-Advantec, Inc.
Geotechnical Engineering. Earthquake Engineering. Engineering Geology

Education

- B.A., Sociology (Minor in Education), University of California, Irvine

Certifications

- ACI Concrete Field-Testing Technician-Grade I (#2074568)
- ICC Soils Special Inspector (#9801915)
- APNGA Portable Nuclear Gauge Safety Certification
- Caltrans CTM Certs.:125, 231, 375, 504, 518, 523, 539, 540, 543, 556, 557

Areas of Expertise

- Special Inspection
- Soils Inspection
- Bilingual and Biliterate
- Active Listener
- Excellent Work Ethic
- Exceptional Communication Skills
- Commitment to Quality and Service
- Highly Organized

Ivan Canales | Soils & Materials Inspector

Mr. Canales has experience in special inspection. He has performed as inspector of soil, concrete, and asphalt on public works projects in Southern California.

Relevant Experience

- **Materials Testing and Inspection Services for Rural Ridge Cir. and Wilshire Ave. Water Main Replacement Project, City of Anaheim, Anaheim, CA**
  Inspector/Technician. Mr. Canales is providing during construction geotechnical and materials inspection and testing and performing continuous and periodic inspections. GAI's scope of work includes field monitoring, testing and inspection, laboratory tests on subgrade, base and asphalt materials, and preparing and submitting daily inspection reports. The project involves the installation of a new water main along Rural Ridge Circle and Wilshire Ave/Pearl Ave. The water main includes 6", 8" and 12" pipes, with 1" service lines. The existing water main was abandoned in place, and new service connections are being installed. The project also includes the backfill of the trench and replacement of the pavement section above the trench.
- **Geotechnical Monitoring and Materials Testing Services for Descanso Drive Street Improvements, City of La Canada Flintridge, La Canada Flintridge, CA**
  *Inspector/Technicia*n. Mr. Canales provided field monitoring, testing and inspection for the street pavement work, and prepared and submitted daily inspection reports.for this project that involved the resurfacing of Descanso Drive from Verdugo Blvd. to Chevy Chase Drive in the City of La Canada Flintridge.
- **Materials Testing and Inspection Services for the Reconstruction and Overlay of Covina Boulevard, City of San Dimas, San Dimas, CA**
  Inspector/Technician for this project.

Geo-Advantec, Inc.
Geotechnical Engineering. Earthquake Engineering. Engineering Geology

Education

- B.A.S., Geology/Earth Sciences, California State Polytechnic University (Pomona)

Certifications

- ACI Concrete Field-Testing Technician-Grade I (#01648007)
- ICC Soils Special Inspector (#9187474)
- Radiation Safety and Nuclear Gauge
- HAZWOPER-40 (training)

Areas of Expertise

- Laboratory Skills
- Field Sampling Techniques: Flow Meter, pH Meter, Conductivity Meter, GPS, Sample Collection, Double Ring Infiltrometer, Turbidity Tube, Sand Cone Tests, Nuclear Density Gauge
- Geologic Mapping
- GIS and AutoCAD Applications

Christopher Tafoya | Soils & Materials Inspector

Mr. Tafoya has over 6 years of experience in special inspection. He has performed ICC soils compaction testing and inspection, concrete sampling and testing, asphalt sampling and testing, ACI-certified testing, ASTM testing in the laboratory and field, Quality Assurance, Quality Control, and batch plant inspection.

Relevant Experience

- **Materials Testing and Inspection for Signal Hill Parkview Project, Signal Hill, CA**
  Inspector/Technician. Mr. Tafoya is providing field monitoring, testing, and inspection for this project. The project involves the regrading of the park, adding new paths, gates, and landscaping.
- **Mount Vernon Avenue Viaduct, San Bernardino Valley Municipal Water District, San Bernardino, CA**
  Lead Inspector. Provided Quality Control and Quality Assurance ICC inspection and observation for soils, daily monitoring and recording of contractor's crew and equipment, tracking quantities, reviewing reports and data sheets for assisting inspectors/technicians prior to distributing to client representatives daily, attending meetings with city of San Bernardino, San Bernardino Valley Municipal Water District, and contractors.
- **Soils and Materials Testing and Inspection for Modernization of Leuzinger High School Athletic Fields and Facilities, Centinela Valley Unified School District, Lawndale, CA**
  Inspector/Technician. Mr. Tafoya is providing during construction geotechnical and materials inspection and testing for this project. GAI's work includes field inspection and testing for soils, concrete and masonry; welding, NDT testing and field-pull testing and observation; laboratory testing on soils, concrete, and masonry; providing daily reports on field observations and testing; and providing DSA 291 and 293 reports.

3. REFERENCES

Listed below in Table 3 are references for comparable work performed. GAI's client references and our long history of working relationships are the strongest testimony to our quality services, commitment, and stability.

Table 3. *Client References*

Project Name	Client	Contact Person	Contact's Phone, Email and Address
Value Engineering for Cienega Avenue Pavement Rehabilitation	*City of San Dimas*	*Ms. Shari Garwick, Public Works Director City of San Dimas*	*(909) 394-6240* sgarwick@ci.san-dimas.ca.us *245 East Bonita Avenue, San Dimas, CA 91773*
Services Provided: GAI performed geotechnical investigation, field sampling, and lab testing after reviewing the previous reports. Our team provided an optimum design for the pavement section and cement-treated base. Our study resulted in a more coherent design for the targeted design traffic. We significantly reduced the volume of fieldwork and materials. For example, the thickness of cement treated base section was reduced by about 15 percent.			
Geotechnical Services for Torrance Transit Park and Ride Regional Terminal, Phase I-Rough Grading & Phase II	*City of Torrance*	*Mr. Shin Furukawa Engineering Manager City of Torrance*	*(310) 618-7073 SFurukawa@TorranceCA.Gov 20500 Madrona Avenue Torrance, CA 90503*
Services Provided: GAI was selected for geotechnical services, grading observation, and soils field and laboratory testing for different components of the project including a proposed one-story and a proposed two-story building, bus platform, canopies, and pavement of the designated areas.			
Geotechnical Investigation for Quadrant III Water Main Replacement at Various Locations	*City of Chino*	*Mr. Amer Jakher, PE Public Works Director City of Chino*	*(909) 334-3265 ajakher@cityofchino.org 13220 Central Ave., Chino, CA 91710*
Services Provided: GAI provided geotechnical investigation services to the City of Chino for the design and construction of the Quadrant III Water Main Replacement comprising of 13 segments.			
Pavement Study for Holt Avenue (West) Reconstruction Project	*City of Pomona*	*Mr. Matt Pilarz Senior Civil Engineer City of Pomona*	*(909) 322-6922 Pilarz@ci.pomona.ca.us 505 Garey Ave., Pomona, CA 91766*
Services Provided: GAI investigated and evaluated the existing pavement conditions. This process included performing infiltration tests and then providing recommendations for the results.			
Pavement Engineering, Field Inspection and Testing for Washington Boulevard Rehabilitation	*City of Commerce*	*Mr. Ali Cayir, Project Manager/Resident Engineer, Transtech Engineers, Inc.*	*(714) 883-8677 Ali.cayir@transtech.org 2535 Commerce Way, Commerce, CA 90040*
Services Provided: GAI performed as the Caltrans Certified Laboratory and provided field inspection and testing on grading operations, as well as laboratory testing for the project. The job was federally funded and constructed in compliance with the Caltrans Local Assistance Procedures Manual (LAPM).			

APPENDICES

Key Personnel Licenses and Certifications

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 65642

NAME: ARIANNIA, SHAWN

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

1453 LOOKOUT CT
UPLAND CA 91784
SAN BERNARDINO COUNTY

ISSUANCE DATE

JUNE 27, 2003

EXPIRATION DATE

SEPTEMBER 30, 2025

CURRENT DATE / TIME

SEPTEMBER 14, 2023
10:6:50 PM

LICENSE RELATIONSHIPS

NAME: ARIANNIA, SHAWN

LICENSE/REGISTRATION TYPE: GEOTECHNICAL ENGINEER

LICENSE NUMBER: 2824 **PRIMARY STATUS:** CLEAR

ADDRESS :
1453 LOOKOUT CT
UPLAND CA 91784
SAN BERNARDINO COUNTY

MAP

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Shawn Arianna

IS DULY AUTHORIZED TO USE THE TITLE

GEOTECHNICAL ENGINEER

In The State of California, and Is Entitled To All The Rights and
Privileges Conferred In Said Code

DEPARTMENT OF CONSUMER AFFAIRS · BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS · STATE OF CALIFORNIA ·

WITNESS OUR HAND AND SEAL

Certificate No GE 2824

This 16th day of January, 2009, at Sacramento, California.

BOARD FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS

Cindi Christ
Executive Officer

Patrick J Tami
President

EPRGE 05/31/08

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

State of California Department of Consumer Affairs

BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of The Business and Professions Code

Shahriar Ariannia

IS DULY LICENSED AS A

PROFESSIONAL ENGINEER

IN

CIVIL ENGINEERING

In The State of California, and Is Entitled To All The Rights and
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No C 65642

This 27th day of June, 2003, at Sacramento, California.

BOARD FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS

Cindi Christ
Executive Officer

Millicent Gage
President

EPRENG 7/31/02

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA AND IN THE EVENT OF ITS SUSPENSION, REVOCATION OR INVALIDATION FOR ANY REASON IT MUST UPON DEMAND BE RETURNED TO THE BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

HANSON, RONALD C

LICENSE NUMBER: 1841 **LICENSE TYPE:** ENGINEERING GEOLOGIST
LICENSE STATUS: CLEAR **EXPIRATION DATE:** NOVEMBER 30, 2023
SECONDARY STATUS: N/A
CITY: GLENDORA **STATE:** CALIFORNIA **COUNTY:** LOS ANGELES
ZIP: 91741

STATE OF CALIFORNIA

State of California
Department of
Consumer Affairs

State Board of Registration for Geologists and Geophysicists

CERTIFICATE

IT IS HEREBY CERTIFIED THAT

RONALD C HANSON

IS A DULY

CERTIFIED ENGINEERING GEOLOGIST

Certificate No. 1841

STATE BOARD OF REGISTRATION FOR
GEOLOGISTS AND GEOPHYSICISTS

By Howard A. Spellman
President

Frank DeMaio
Executive Officer

This 8th day of April, 1993

EGGEG 09/01/92

HANSON, RONALD CRAIG

LICENSE NUMBER: 5143 **LICENSE TYPE:** GEOLOGIST
LICENSE STATUS: CLEAR **EXPIRATION DATE:** NOVEMBER 30, 2023
SECONDARY STATUS: N/A
CITY: GLENDORA **STATE:** CALIFORNIA **COUNTY:** LOS ANGELES
ZIP: 91741

STATE OF CALIFORNIA

State of California Department of Consumer Affairs

State Board of Registration for Geologists and Geophysicists

CERTIFICATE

IT IS HEREBY CERTIFIED THAT

RONALD C. HANSON

IS A DULY

REGISTERED GEOLOGIST

Certificate No. 5143

DEPARTMENT OF CONSUMER AFFAIRS
STATE BOARD OF REGISTRATION
FOR
GEOLOGISTS & GEOPHYSICISTS
STATE OF CALIFORNIA

STATE BOARD OF REGISTRATION FOR
GEOLOGISTS AND GEOPHYSICISTS

By Howard C. Seelmann Jr.
President

Frank Delfino
Executive Officer

This 30th day of April 19 91

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Ronald Hanson

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 106	2023-06-30	Seree Yenjai	Lab 1
CT 125 AGG	2026-06-09	Rabiul Hyder	(No lab)
CT 125 GEN	2026-06-09	Rabiul Hyder	Lab 1
CT 125 HMA	2026-06-09	Rabiul Hyder	(No lab)
CT 231	2024-06-09	Rabiul Hyder	Lab 1
CT 375	2024-06-09	Rabiul Hyder	Lab 1

Lab 1: Geo-Advantec, Incorporated, 457 West Allen Avenue, Suite 113, San Dimas

No Lab: Laboratory associated with the tester is not accredited to perform the test method identified. Testers must be associated with an accredited laboratory.

IA #136

Certified Independent Assurance (IA)
Date issued: 06/27/2023
Tester ID: 01722

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.
Please verify tester certifications by visiting the SIAD website at https://sia.dot.ca.gov/

Certificate of Completion

Association of Engineering Geologists

"Serving Professionals in Engineering, Environmental and Ground-water Geology Since 1957"

Ronald C. Hanson

Short Course: "Understanding and Applying Probabilistic Seismic Hazard Analysis

Instructors: Robert T. Sewell, Tom Blake, Charles Real

Conducted by the Association of Engineering Geologists
Los Angeles, California ~ May 18, 2001
0.9 Continuing Education Units are awarded by the Association of Engineering Geologists

The Association of Engineering Geologists
has been reviewed and approved as an Authorized Provider of continuing education and training programs by the International Association for Continuing Education and Training (1620 "I" Street, NW, Suite 615, Washington, D.C. 20006).

Julie C. Keaton

Julie C. Keaton, AEG's Director of Education



/erified Candidate



Customer Name:	Account Number:
Ronald Hanson	8049864

Certifications:

Initial Certification	Current Expiration	Certificate Name
02/06/2019	02/06/2025	Soils Special Inspector

INTERNATIONAL CODE COUNCIL

RONALD C HANSON

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Soils Special Inspector

Given this day of December 22, 2009

Certificate No. 8049864-EC

Ronald L Lynn
President, Board of Directors

Richard P. Weiland
Chief Executive Officer

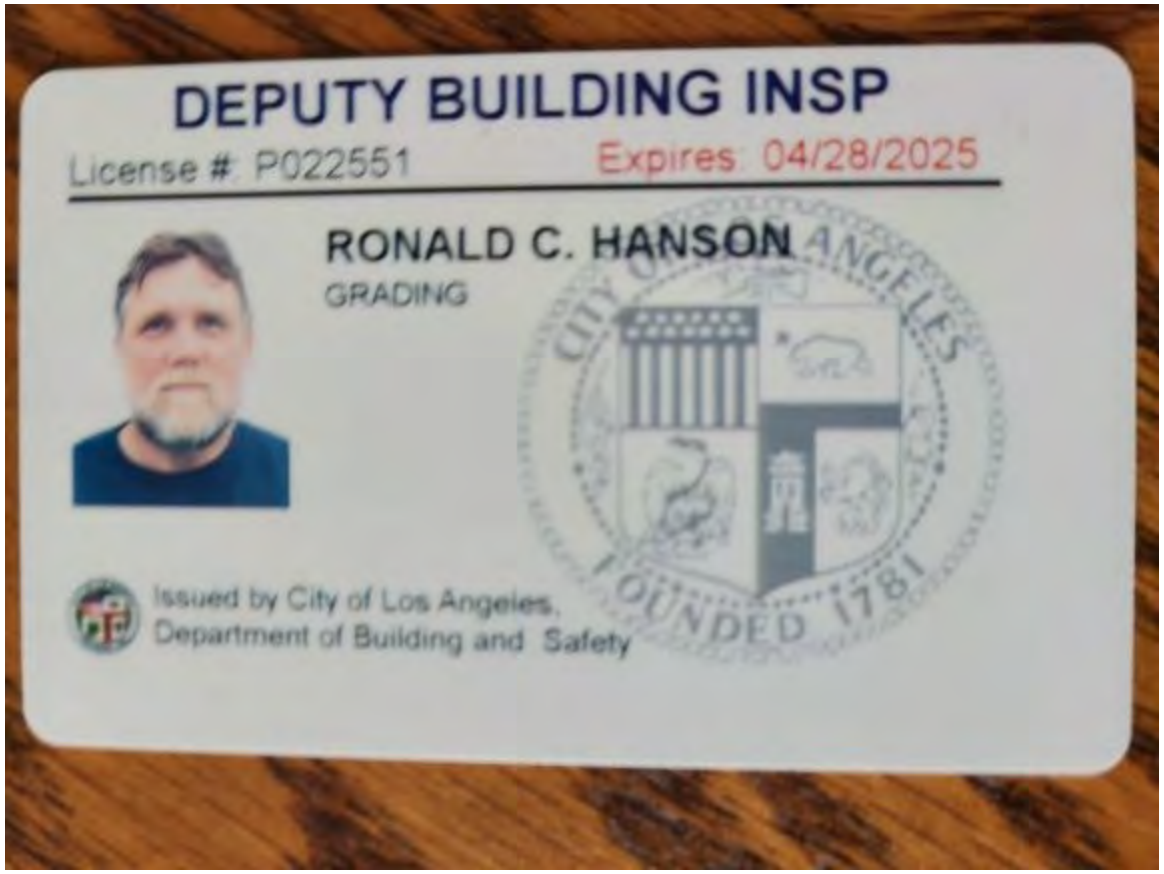
ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED WASHINGTON, D.C.

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

LOS ANGELES DEPARTMENT OF BUILDING AND SAFETY
REGISTERED DEPUTY BUILDING INSPECTORS

DEPUTY BUILDING INSPECTOR	LICENSE NO.	LICENSE TYPE	EXPIRE DATE
HANSON, IVAR ROLLING HILLS ESTATE, CA 90274 (310) 465-6678	P034878		
		CONCRETE CONSTRUCTION	05/04/2023
		DRILLED-IN ANCHORS	04/14/2022
		DRILLED-IN ANCHORS	04/14/2025
		WOOD CONSTRUCTION	01/19/2025
HANSON, RONALD C. GLENDORA, CA 91741 (818) 216-2131	P022551		
		GRADING	04/28/2022
		GRADING	04/28/2025
HAQUE, MOHAMMAD E. ANAHEIM, CA 92804 (714) 609-2475	P037113		
		GRADING	03/13/2024
HARDMAN, MICHAEL J. RIVERSIDE, CA 92513 (951) 232-8794	P019009		
		CONCRETE CONSTRUCTION	05/24/2022
		CONCRETE CONSTRUCTION	05/24/2025
		GUNITE/SHOTCRETE	10/23/2023
		WOOD CONSTRUCTION	02/28/2025
		DRILLED-IN ANCHORS	09/22/2022
		MASONRY CONSTRUCTION	09/12/2023
		SPRAYED FIRE-RESISTANT MATERIALS	09/28/2022
		STEEL CONSTRUCTION	09/21/2022


DEPUTY BUILDING INSP
License # P022551
Expires 04/28/2025
RONALD C. HANSON
GRADING
Issued by City of Los Angeles,
Department of Building and Safety

360training.com

2322-6**********AUTO**MIXED AADC 75197

RONALD HANSON
457 W Allen Ave Ste 113
San Dimas, CA 91773-1478

Dear RONALD HANSON:

Thank you for taking the 30 Hour Construction Industry Outreach OSHA Course!

It was our pleasure to help you further you success.

Enclosed, you will find your Department of Labor (DOL) card.

If you have any questions, please do not hesitate to contact us at 1-888-360-TRNG or e-mail us at safety@360training.com.

Kind Regards,

360training Team

OSHA Occupational Safety and Health Administration

36-601446365

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in
Construction Safety and Health

RONALD HANSON

Matthew Luman
(Trainer name – print or type)

4/9/2017
(Course end date)

RONALD HANSON

SID: 2660887

CERTIFICATE OF COMPLETION

This certifies that

Ronald Hanson

has successfully completed the course

HAZWOPER 40 HR

Course Duration
40.0

Completion Date
12/17/2020

Samantha Montalbano
Chief Operating Officer

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com

(CUT HERE)

This is your pocket card which may be used as proof of completion of your training.
This training is intended to provide supervisor awareness for recognizing and preventing hazards on a construction site. Workers must receive addtional training as required for the specific hazards of their job or federal, state, and local requirements.

(FOLD)

Questions? support@360training.com 877.881.2235

visit: www.360training.com/osha-campus

(CUT HERE)

This certifies that the person named below has successfully completed the

Ronald Hanson

HAZWOPER 40 HR

12/17/2020
Completion date

Curtis Chambers
Trainer Name

CERTIFICATE OF COMPLETION

This certifies that

Ronald Hanson

has successfully completed the course

Confined Spaces & Permit Required Confined Spaces (GI)

Course Duration	Completion Date	Certificate #
1.0	01/05/2021	000018324046

Official Signature

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com

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License #: P028121

Expires: 04/10/2021



MATIN M. NOORZAY

GRADING

CITY OF LOS ANGELES FOUNDED 1781

Issued by City of Los Angeles,
Department of Building and Safety

OSHA OUTREACH TRAINING

Completion Certificate

MATIN NOORZAY

has successfully completed the following course:

30-Hour Outreach for General Industry

5/30/2018

David Couch

OSHA Authorized Trainer

Construction #: C 0091626 General #: 20-0079009

As an OSHA Outreach trainer, I verify that I have conducted this OSHA Outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class.

OSHA Authorized Provider:

USF HEALTH

U.S. D.O.T. HAZMAT CERTIFICATION
Refresher Training for Portable Nuclear Gauges

Certificate of Completion to:

Matin Noorzay

Training must be renewed within three years from today's date:

August 19, 2021

8902-162-941-3349

Certificate Serial Number

This course satisfies the training requirements of 49 CFR 172, Subpart H, including:

- General Awareness/Familiarization
- Function Specific Training
- Safety Training
- Security Awareness
- Driver Training

The organization RSO/Official must certify that the employee has been properly trained and tested per the requirements of 49 CFR 172, Subpart H. The acknowledgement and signature of the RSO/Official makes the training and certificate relevant and valid.

GEOADVANTEC
Company Name

RONALD C. HANSON
Company RSO/Official (print)

Signature of RSO/Official

George E. Marshall - Director
240-888-6426

American Portable Nuclear Gauge Association
P.O. Box 27542, Scottsdale, AZ 85255 • www.apnga.com

Certificate of Completion

This is to certify that

Matin Noorzay

Has completed

HAZWOPER 40 HR

Completion Date: 12/27/2019

Course Duration: 40.0

360training.com®

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(CUT HERE)

This is your pocket card which may be used for proof of completion of your training. This training is intended to provide supervisor awareness for recognizing and preventing hazards on a construction site. Workers must receive additional training as required for the specific hazards of their job or federal, state, and local requirements.

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Questions? Visit www.oshacampus.com

safety@oshacampus.com
877.881.2235

(FOLD)

360training.com

This certifies that the person named below successfully completed a

Matin Noorzay

HAZWOPER 40 HR

12/27/2019
Completed

Curtis Chambers
Trainer Name

Safety Compliance Management

is proud to award this

Certificate of Completion

to

Matin Noorzay

for successfully completing 4 *hours of training & testing in*

California Title 22 Hazardous Waste Generator Training #1398

Presented this 11 *day of* July, *20* 22.

SCM

3160 Crow Canyon Place
San Ramon, CA 94583
1-800-974-1419

Safety Compliance Management, Inc.

https://www.concrete.org/certification/verifyacertification.aspx?m=results&type=SearchByID&ic 90% Search
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Testing Locations
Upcoming Instruction & Testing
Certification FAQs
Sponsoring Group Resources
Americans with Disabilities Act (ADA) Info

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SEARCH RESULTS

Certification ID: 1124003

Your search returned 5 records.

John R Cromer
ACI Aggregate Testing Technician - Level 1
Expires: November 01, 2026
Rancho Cucamong, CA 91701 United States

John R Cromer
ACI Concrete Field Testing Technician – Grade I
Expires: March 16, 2024
Rancho Cucamong, CA 91701 United States

John R Cromer
ACI Concrete Strength Testing Technician
Expires: June 22, 2024
Rancho Cucamong, CA 91701 United States

John R Cromer
ACI Masonry Laboratory Testing Technician
Expires: September 20, 2026
Rancho Cucamong, CA 91701 United States

John R Cromer
ACI Concrete Laboratory Testing Technician - Level 1
Expires: November 01, 2026
Rancho Cucamong, CA 91701 United States

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Download on the App Store
GET IT ON Google Play

concrete.org/VERIFY aci CERTIFICATION

Organizations and individuals are encouraged to use this graphic to show support of ACI

Verify A Certification

SEARCH RESULTS

Name: Cromer

Your search returned 2 records.

Cromer, John R
ACI CONCRETE FIELD TESTING TECHNICIAN - GRADE I
Expires: March 16, 2024
RANCHO CUCAMONGA, CA 91701 United States

Cromer, John R
ACI CONCRETE STRENGTH TESTING TECHNICIAN
Expires: June 22, 2024
RANCHO CUCAMONGA, CA 91701 United States

Results Per Page 10

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Download on the App Store

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NEWS

January 21, 2020
ACI Certification to be Celebrated at World of Concrete

January 13, 2020
Middle East Fellowship Provides Great Opportunity

January 10, 2020
ACI Concrete Convention – Rosemont/Chicago, IL, USA

January 3, 2020
Iraq Concrete Bowling Ball Competition

January 2, 2020
FIU Bridge Collapse—A Tragedy at Many Levels

January 2, 2020
Minnesota Concrete Bowling Ball Competition

December 17, 2019
Egg Protection Device Student Competition - Egypt

December 16, 2019
American Concrete Institute

TOP

ASTM Soil Laboratory Technician

ISSUED TO

John Cromer



Issued on: 16 MAR 2023 | Expires on: 16 MAR 2028 | Issued by: ASTM International
Verify: https://www.credly.com/go/q6qrP2zQ

ASTM INTERNATIONAL
Helping our world work better

100 Barr Harbor Drive
PO Box C700
West Conshohocken, PA
19428-2959 USA

credentialing@astm.org
tel +1.610.832.9500
fax +1.610.832.9555
www.astm.org

03/16/2023

RE: ASTM Construction Materials Testing Technician Program – Soil Laboratory Technician (SOIL)

Dear JOHN CROMER

Thank you for your interest in becoming certified through the ASTM Construction Materials Testing Technician Program for Soil Laboratory Technician. This serves as notice that you have successfully passed the written examination and provided satisfactory evidence of completion of performance evaluations.

The Soil Laboratory Technician program requires successful demonstration of competency for the following standards:

D1140
D2216
D4318
D698
D1557
D6938

You will receive a separate notification to claim your digital badge through the Credly digital badging platform.

If you have any questions about this notice, please contact ASTM at credentialing@astm.org.

Sincerely,

ASTM Certification Team

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

John Cromer

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 105	2024-12-17	Sarbjit Grewal	Lab 1
CT 106	2025-06-09	Rabiul Hyder	Lab 1
CT 125 AGG	2024-12-17	Sarbjit Grewal	Lab 1
CT 125 GEN	2026-06-09	Rabiul Hyder	Lab 1
CT 125 HMA	2026-06-09	Rabiul Hyder	(No lab)
CT 201	2024-12-17	Sarbjit Grewal	Lab 1
CT 202	2024-12-17	Sarbjit Grewal	Lab 1
CT 204	2025-06-09	Rabiul Hyder	Lab 1
CT 205	2024-12-17	Sarbjit Grewal	Lab 1
CT 216	2024-12-17	Sarbjit Grewal	Lab 1
CT 217	2024-12-17	Sarbjit Grewal	Lab 1
CT 226	2024-12-17	Sarbjit Grewal	Lab 1
CT 227	2024-12-17	Sarbjit Grewal	Lab 1
CT 229	2024-12-17	Sarbjit Grewal	Lab 1
CT 231	2023-09-07	Majid Fahrtosh	Lab 1
CT 308	2025-06-09	Rabiul Hyder	Lab 1
CT 309	2024-09-15	Majid Fahrtosh	Lab 1
CT 375	2024-09-15	Majid Fahrtosh	Lab 1
CT 382	2024-09-15	Majid Fahrtosh	Lab 1
CT 504	2024-03-16	Shaya Meisamifard	Lab 1
CT 518	2024-03-16	Shaya Meisamifard	Lab 1
CT 521	2025-06-09	Rabiul Hyder	Lab 1
CT 523.1 Section B.1 & B.2	2024-03-16	Ashley Shaw	Lab 1

IA #136

Certified Independent Assurance (IA)
Date issued: 06/27/2023
Tester ID: 01723

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.
Please verify tester certifications by visiting the SIAD website at https://sia.dot.ca.gov/

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

John Cromer

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 523.2 Section B.3	2023-09-07	Majid Fahrtosh	Lab 1
CT 524	2023-09-07	Majid Fahrtosh	Lab 1
CT 533	2023-09-07	Majid Fahrtosh	Lab 1
CT 539	2024-03-16	Shaya Meisamifard	Lab 1
CT 540	2024-03-16	Shaya Meisamifard	Lab 1
CT 543	2024-03-16	Shaya Meisamifard	Lab 1
CT 556	2024-03-16	Shaya Meisamifard	Lab 1
CT 557	2024-03-16	Shaya Meisamifard	Lab 1
CT 643	2024-09-15	Majid Fahrtosh	Lab 1

Lab 1: Geo-Advantec, Incorporated, 457 West Allen Avenue, Suite 113, San Dimas

No Lab: Laboratory associated with the tester is not accredited to perform the test method identified. Testers must be associated with an accredited laboratory.

IA #136

Certified Independent Assurance (IA)
Date issued: 06/27/2023
Tester ID: 01723

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.
Please verify tester certifications by visiting the SIAD website at https://sia.dot.ca.gov/



Verified Candidate

AAA



Search Again

Customer Name:	Account Number:
John Cromer	8025182

Certifications:

Initial Certification	Current Expiration	Certificate Name
04/06/2013	04/06/2025	Soils Special Inspector

DEPUTY BUILDING INSP

License #: P034373 Expires: 06/23/2024



JOHN R. CROMER
GRADING

Issued by City of Los Angeles,
Department of Building and Safety

AMERICAN CONCRETE INSTITUTE

This is to certify that

JOHN R CROMER

has demonstrated knowledge and ability by successfully completing the ACI Certification requirements and is hereby recognized as an

ACI Masonry Laboratory Testing Technician

Certified Date: 09/21/2021 **Expires: 09/20/2026**

Examiner of Record: William R Owings III

ACI Managing Director of Certification

The Authenticity of this certification can be verified at www. ACICertification .org/verify

№ 46191

Certificate Of Completion

This is to certify that John R. Cromer *has completed the basic CPN® training course on Radiation Safety and Use of Nuclear Gauges, held this* 11th *day of* July 2006 *in the City of* San Clemente *State of* CA *by CPN International.*

CPN International, Inc.
2830 Howe Road
Martinez, CA 94553 USA
Phone: (925) 228-9770
Fax: (925) 228-3183

CPN

Charles D. Cherry
INSTRUCTOR

Douglas Carter
RADIATION SAFETY OFFICER

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№ 2423

Certificate Of Completion

This is to certify that John Robert Cromer *has completed the CPN® Radiation Safety Officer Seminar for Nuclear Gauges, held this* 15th *day of* November 2006 *in the City of* San Clemente *State of* CA *by CPN International.*

CPN International, Inc.
2830 Howe Road
Martinez, CA 94553 USA
Phone: (925) 228-9770
Fax: (925) 228-3183

CPN

Charles D. Cherry
INSTRUCTOR

Douglas Carter
RADIATION SAFETY OFFICER

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LITHO. IN U.S.A.

Certificate of Completion

360training.com™

This Certifies That

JOHN ROBERT CROMER

is awarded this certificate for

OSHA 10 Hour Outreach Training Program - Construction

360training.com, Inc. is authorized by IACET to offer 1.0 CEUs for this program

Credit Hours: 10.00

Completion Date: 09/18/2016

Marie Athey

Marie Athey, Trainer C 0026383 and G 0034871

ACCREDITED IACET PROVIDER

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

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BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

LICENSING DETAILS FOR: 87598

NAME: LEE, GIANG CAM

LICENSE TYPE: CIVIL ENGINEER

LICENSE STATUS: CLEAR

ADDRESS

2819 GRANADA AVE
EL MONTE CA 91733
LOS ANGELES COUNTY

ISSUANCE DATE

JUNE 1, 2017

EXPIRATION DATE

SEPTEMBER 30, 2025

CURRENT DATE / TIME

SEPTEMBER 18, 2023
10:22:49 AM

Remove your new Pocket Certificate from the receipt portion and carry it with you at all times.

Board for Professional Engineers, Land Surveyors, and Geologists
2535 Capitol Oaks Drive, Suite 300
Sacramento, CA 95833-2944
916 999-3600

09/01/23
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STATE OF CALIFORNIA
DCA
DEPARTMENT OF CONSUMER AFFAIRS

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
2535 CAPITOL OAKS DRIVE, SUITE 300
SACRAMENTO, CA 95833-2944
(916) 999-3600 Toll Free: (866) 780-5370
www.bpelsg.ca.gov

CUT HERE

CERTIFICATE NO. C 87598

CIVIL ENGINEER

EXPIRATION 09/30/25

GIANG CAM LEE
2819 GRANADA AVE
EL MONTE CA 91733

Signature _____

RECEIPT NO. 32442001

IMPORTANT

1. Please include your Certificate Number on any correspondence to this office.
2. Notify the Board of any name or address change in writing.
3. Report any loss of this Certificate immediately in writing to the Board.
4. Please sign and carry the Pocket Certificate with you.
5. Please laminate your Certificate to avoid deterioration.

GIANG CAM LEE

CERTIFICATE NO.	EXPIRATION DATE	RECEIPT NO.
C 87598	09/30/25	32442001

This is your receipt. Please save for your records.

PPRC 10/08/20

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS

This Is To Certify That Pursuant
To The Provisions of Chapter 7, Division 3 of the Business and Professions Code

Giang Cam Lee

IS DULY LICENSED AS A

PROFESSIONAL ENGINEER

IN

Civil Engineer Engineering

In The State of California, and Is Entitled To All The Rights and
Privileges Conferred In Said Code

WITNESS OUR HAND AND SEAL

Certificate No. C 87598

This 1st day of June, 2017, at Sacramento, California.

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS

Richard B. Moore, P.L.S. – Executive Officer

Coby King – Board President

THIS CERTIFICATE IS THE PROPERTY OF THE STATE OF CALIFORNIA. IN THE EVENT OF ITS SUSPENSION, REVOCATION, OR INVALIDATION FOR ANY REASON IT MUST, UPON DEMAND, BE RETURNED TO THE BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS.

Certificate of Completion

Giang C Lee

has successfully completed the following course

OSHA 10 Hour Construction Program [V15.1]

This course is approved for 10 continuing education credit hours.

This RedVector certificate is not your official OSHA 10 Hour Construction student completion card; it is provided only as proof that you took the course until you get your official completion card in the mail from the Department of Labor.

May 17 2016

Course Approval

Course Completion Date

Victoria Zambito, VP of Product Management

RedVector.com
AIA Registered Provider #J315
FL DBPR Approved Provider #0001771
FBPE Approved Provider #33

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Two Urban Centre • 4890 West Kennedy Boulevard Suite 740 • Tampa, FL 33609

4645b572-6d35-4af2-9834-c98abb4f27f3

CERTIFICATE OF COMPLETION

This certifies that

Giang Lee

has successfully completed the course

HAZWOPER 24 HR

Course Duration
24.0

Completion Date
08/06/2020

Samantha Montalbano
Chief Operating Officer

6801 N Capital of Texas Hwy, Bldg 1, Suite 250 | Austin, TX 78731 | 877.881.2235 | www.360training.com

(CUT HERE)

This is your pocket card which may be used as proof of completion of your training.
This training is intended to provide supervisor awareness for recognizing and preventing hazards on a construction site. Workers must receive addtional training as required for the specific hazards of their job or federal, state, and local requirements.

Questions? support@360training.com

visit: www.360training.com/osha-campus 877.881.2235

(FOLD)

This certifies that the person named below has successfully completed the

Giang Lee

HAZWOPER 24 HR

08/06/2020
Completion date

Curtis Chambers
Trainer Name

(CUT HERE)

APNGA Portable Nuclear Gauge Safety & U.S. D.O.T. Hazmat Certification Class

Certificate of Completion to:

Giang (Jack) Lee

HAZMAT refresher training is required within 3 years after today's date:

September 16, 2014

This course covers training criteria of NUREG 1556, The Agreement States, and 49 CFR 172, Subpart H.

The Company RSO completes the training requirements by familiarizing the employee with:

- State specific regulations including introduction to the state regulatory website
- The company radiation safety program, specifically gauge safety operating and emergency procedures
- A tour of storage area with emphasis on security, documents and postings
- Loading, security and transporting gauges in company vehicles
- Hands-on training with the gauge and methods in use by the company
- Introduction to gauge safety content on gauge manufacturer website
- Certificate covers both Gauge Safety and USDOT HAZMAT requirements

The acknowledgement and signature of the RSO/Official makes the training and certificate relevant and valid.

Geo-Advantec, Inc.
Company Name

Signature of RSO

Director of APNGA

American Portable Nuclear Gauge Association
P.O. Box 423, Emmitsburg, MD 21727 • www.apnga.com

tgenkKpwtu

George E. Marshall - Director
240-888-6426

Why ACI Certfication
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Certification Programs
Testing Locations
Upcoming Instruction & Testing
Certification FAQs
Sponsoring Group Resources
Americans with Disabilities Act (ADA) Info

Verify A Certification

SEARCH RESULTS

Certification ID: 2074568

Your search returned 1 record.

Ivan Canales
ACI Concrete Field Testing Technician – Grade I
Expires: August 06, 2026
Santa Ana, CA 92704-3101 United States

Results Per Page 10

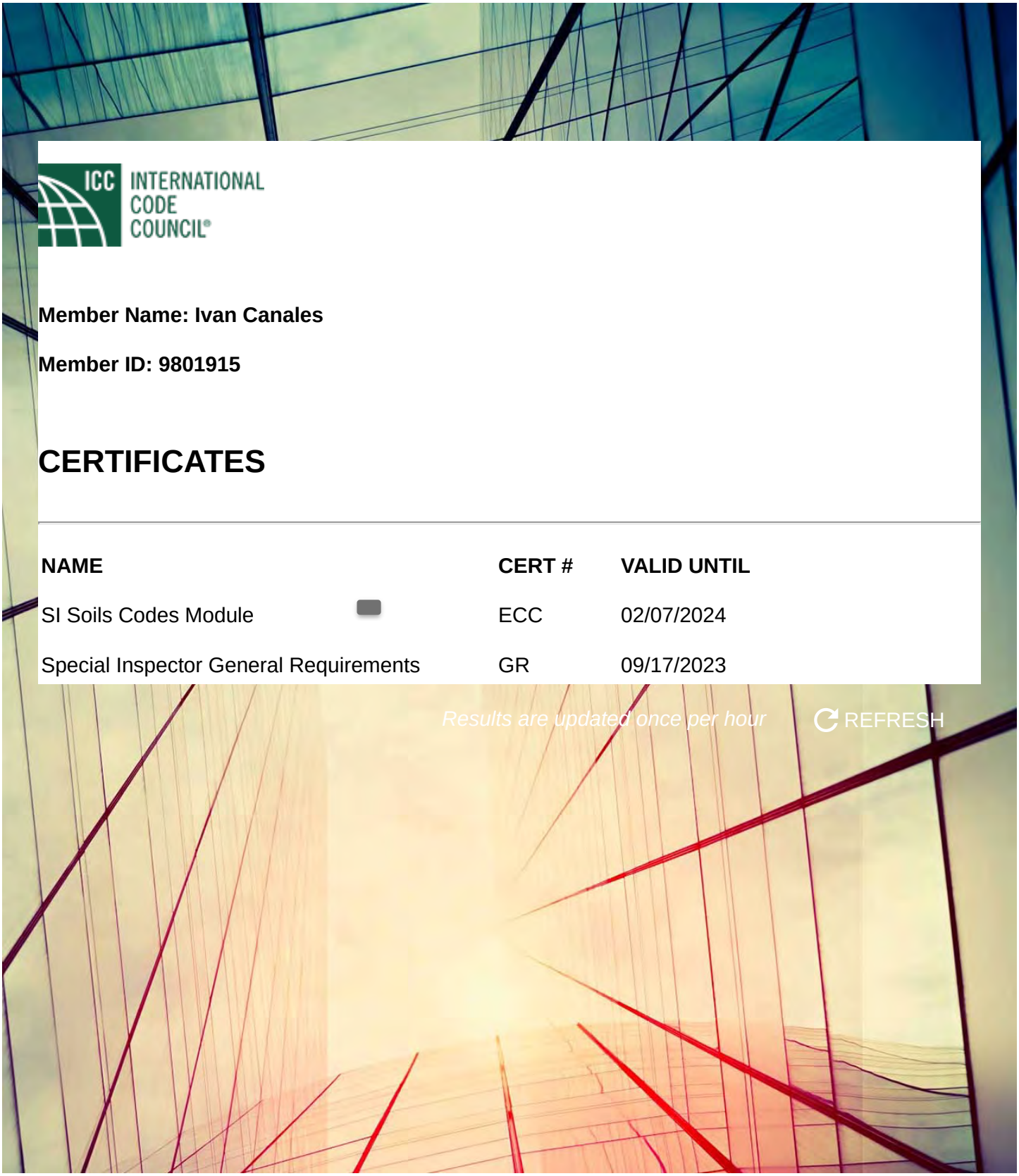
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concrete.org/VERIFY aci CERTIFICATION



Member Name: Ivan Canales

Member ID: 9801915

CERTIFICATES

NAME	CERT #	VALID UNTIL
SI Soils Codes Module	ECC	02/07/2024
Special Inspector General Requirements	GR	09/17/2023

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Special Inspector Exam

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First Name: Ivan

Last Name: Canales

City: santa ana

State: California

Certification Type: Soils Special Inspector

Search Reset

PLEASE NOTE: Search will return a maximum of 500 records, and is limited to that information on record as provided by candidates.

Search Result:

1 records found.

Certified under this name	City	State	Certificates
Ivan Canales	Santa Ana	CA	Soils Special Inspector (expires 03/10/2025)

ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

IVAN CANALES

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Soils Special Inspector

Given this day March 10, 2022

Certificate No. 9801915

Cindy Davis, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

Presents this CERTIFICATE to

Ivan Canales

who is certified to perform the following tests:

Test Method	Expiration Date	IA Responsible	Associated Laboratory
CT 125 AGG	2026-06-09	Rabiul Hyder	(No lab)
CT 125 GEN	2026-06-09	Rabiul Hyder	Lab 1
CT 125 HMA	2026-06-09	Rabiul Hyder	(No lab)
CT 231	2024-06-09	Rabiul Hyder	Lab 1
CT 375	2024-06-09	Rabiul Hyder	Lab 1
CT 504	2026-08-06	Sarbjit Grewal	Lab 1
CT 518	2026-08-06	Sarbjit Grewal	Lab 1
CT 523.1 Section B.1 & B.2	2026-08-06	Sarbjit Grewal	Lab 1
CT 539	2026-08-06	Sarbjit Grewal	Lab 1
CT 540	2026-08-06	Sarbjit Grewal	Lab 1
CT 543	2026-08-06	Sarbjit Grewal	Lab 1
CT 556	2026-08-06	Sarbjit Grewal	Lab 1
CT 557	2026-08-06	Sarbjit Grewal	Lab 1

Lab 1: Geo-Advantec, Incorporated, 457 West Allen Avenue, Suite 113, San Dimas

No Lab: Laboratory associated with the tester is not accredited to perform the test method identified. Testers must be associated with an accredited laboratory.

IA #136

Certified Independent Assurance (IA)
Date issued: 06/27/2023
Tester ID: 05247

Note: This certificate is valid as long as the Tester complies with applicable requirements in Caltrans Independent Assurance Program Manual.
Please verify tester certifications by visiting the SIAD website at https://sia.dot.ca.gov/

APNGA Portable Nuclear Gauge Safety & U.S. D.O.T. Hazmat Certification Class

Certificate of Completion to:

Ivan Canales

HAZMAT refresher training is required within 3 years after today's date:

February 19, 2021

This course covers training criteria of NUREG 1556, The Agreement States, and 49 CFR 172, Subpart H.

The Company RSO completes the training requirements by familiarizing the employee with:

- State-specific regulations including introduction to the state regulatory website
- The company radiation safety program, specifically gauge safety operating and emergency procedures
- A tour of the storage area(s) with emphasis on security, documents and postings
- Loading, security and transporting gauges in company vehicles
- Hands-on training with the gauge and methods in use by the company
- Introduction to gauge safety content on gauge manufacturer website
- This Certificate covers both Gauge Safety and USDOT HAZMAT requirements

The acknowledgement and signature of the RSO/Official makes the training and certificate relevant and valid.

2386-161-378-1263

Signature of RSO

Certificate Serial Number

Director of APNGA

George E. Marshall - Director
240-888-6426
American Portable Nuclear Gauge Association
P.O. Box 27542, Scottsdale, AZ 85255

Company Name

A Certificate Verification Tool is Available on www.APNGA.com

ACI Concrete Field Testing Technician - Grade I

CHRISTOPHER J TAFOYA

Certification ID #01648007
Expires on: 07/20/2024

aci Certification

Verify at CheckACI.org



Search for Certified Professionals

The ICC Certification Search contains information on individuals who may be currently certified with the International Code Council, but is not the official record. Certificates should be verified through viewing the original certificate issued by ICC to the individual or by using the search function below. To maintain the currency of ICC certificates, individuals must renew these every two to three years through retesting or professional development activities. Full details on certificate renewal requirements are found in the Certification Renewal web pages.

This registry also contains certificates of state, regional, and affiliated associations which are sponsored by ICC.

ICC policy is to maintain the privacy requests of its members and constituents. If your listed information is incorrect, please notify ICC. If you prefer to be excluded from this listing, please provide ICC with written notice which authorizes this action.

Terms of Use: This listing is provided as a service to the constituents of ICC for the purposes of locating a certified professional or contractor in your area, or confirming status for individuals. Any other use, sale, transfer, or reproduction in any form without the express written consent of ICC is strictly prohibited. ICC reserves the right to incorporate some false names to detect improper use of this service.

First Name: christopher

Last Name: tafoya

City: moreno valley

State: California

Certification Type: Soils Special Inspector

Search Reset

PLEASE NOTE: Search will return a maximum of 500 records, and is limited to that information on record as provided by candidates.

Search Result:

1 records found.

Certified under this name	City	State	Certificates
Christopher Tafoya	Moreno Valley	CA	Soils Special Inspector (expires 10/23/2025)

INTERNATIONAL CODE COUNCIL

CHRISTOPHER TAFOYA

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

SOILS SPECIAL INSPECTOR

Given this day of October 23, 2019

Certificate No. 9187474

William R. Bryant
President, Board of Directors

Dominic Sims
Chief Executive Officer

ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

No. 50597

Certificate Of Completion

This is to certify that Chris Tafoya has completed the Basic CPN training course on Radiation Safety and Use of Nuclear Gauges, Held this 7th day of June 2016 in the City of Mission Viejo State of California by Maurer Technical Services, LLC

Maurer

Maurer Technical Services, LLC
23331 Peralta Dr. Unit #4
Laguna Hills, CA 92653
www.maurertech.com

INSTRUCTOR / RSO

Certificate of Completion

OSHA EDUCATION CENTER®

AMERICAN SAFETY COUNCIL

CHRISTOPHER TAFOYA

has successfully completed the following course:

OSHA 40-Hour HAZWOPER Training

GRADUATION DATE

5/28/2019

Fee Schedules

ENGINEERING SERVICES			
ENGINEERING AND PROFESSIONAL SERVICES			
Principal Geotechnical Engineer/Principal Engineering Geologist	$	225.00	Per Hour
Senior Geotechnical Engineer/ Senior Engineering Geologist/Senior Registered Engineer	$	175.00	Per Hour
Registered Civil Engineer	$	175.00	Per Hour
Project Manager	$	135.00	Per Hour
Staff Engineer/Staff Geologist/Field Engineer	$	135.00	Per Hour
Administration	$	60.00	Per Hour
GIS Technician	$	125.00	Per Hour
Drafter/CAD Technician	$	75.00	Per Hour
Principal Geologist Forensic/Field and Office	$	300.00	Per Hour
Principal Geotechnical Engineer Forensic (Field and Office)	$	350.00	Per Hour
Senior Engineer Forensic (Field and Office)	$	250.00	Per Hour
Field Engineer Forensic	$	200.00	Per Hour
Principal Geotechnical Engineer and Geologist Expert Witness and Litigation Tasks	$	350.00	Per Hour
Senior Geotechnical Engineer/Senior Registered Engineer Expert Witness and Litigation Tasks	$	300.00	Per Hour
GEOTECHNICAL INVESTIGATIVE/PRE-CONSTRUCTION PHASE FIELD DRILLING AND TESTING			
*Field Testing/Sampling Helper (Technician - Prevailing Wage) **Surcharge of $10 per/hr. for projects under PLA/CWA agreements*	$	120.00	Per Hour
Drilling – Hollow Stem Auger (6-8" diameter) (subject to adjustment)	$	6000.00	Per Day
Drilling – Mud Rotary Wash Drilling (subject to adjustment)	$	6500.00	Per Day
Drilling – Cone Penetration Test (subject to adjustment)	$	7000.00	Per Day
Coring- Pavement (Crew + Equipment, including rapid set concrete or cold AC patching)	$	250.00	Each Core
Saw-Cut – R-value Sampling (Crew + Equipment, including rapid set concrete or cold AC patching)	$	350.00	Each Location
Sample Pickup (truck + driver, min. 2 hrs.)	$	75.00	Per Hour
GPR Survey	$	3500.00	Per Day
Percolation Test (Falling Head Method - Max. depth 15')	$	4000.00	Per Test
INSPECTION SERVICES			
GEOTECHNICAL MONITORING DURING CONSTRUCTION TESTING AND INSPECTION SERVICES			
*Soil Technician / Field Engineer (Prevailing Wage) **Surcharge of $10 per/hr. for projects under PLA/CWA agreements*	$	130.00	Per Hour
Soils/Materials Inspector (Regular Wage)	$	90.00	Per Hour
Technician / Field Engineer – Pile and Tieback Monitoring & Inspection	$	130.00	Per Hour
Deputy Grading Inspector (City of LA)	$	150.00	Per Hour
Nuclear Gauge Equipment	$	75.00	Per Day
MATERIALS SPECIAL INSPECTION			
*Inspector/Concrete, Batch Plant Inspection	$	130.00	Per Hour
*Inspector/Masonry	$	130.00	Per Hour
*Inspector/Welding/Steel/Tagging & Sampling	$	130.00	Per Hour
*Inspector/Post-Tension	$	130.00	Per Hour
*Inspector/Fireproofing	$	130.00	Per Hour
*Inspector/UT	$	140.00	Per Hour
*Inspector/Pull Test **Surcharge of $10 per/hr. for projects under PLA/CWA agreements*	$	140.00	Per Hour
REPORTS			
Soils (Geotechnical/Geohazard Evaluation) Report		Varies - Lump Sum	
DSA-293 Report	$	750.00	Ea. Cert.
DSA-291 Report	$	750.00	Ea. Cert.
Final Grading / Compaction Report (Comprehensive-Minimum)	$	3000.00	Each
Pad Certificate Report/Letter	$	1500.00	Each

REPORTS

Utility Trench Compaction Report – (Length <4000 L.F.)	$	2500.00	Each
Wall Backfill Report	$	2500.00	Each
Monthly Interim In-Grading Report	$	1500.00	Each
Pile/Shoring Monitoring Report (Final)	$	Quote	Each
Plan Review (Grading/ Foundation)	$	2500.00	Each
Materials Testing Final Verification Letter	$	1000.00	Each Project
Laboratory Report Review Letter (Stamped)	$	750.00	Each

LABORATORY TESTING

SOIL AND AGGREGATE
CLASSIFICATION & PHYSICAL CHARACTERISTICS

ID	ASTM	CTM				
T101	D2937	CT212	Unit Weight	$	20.00	Each
T102	D4829		Expansion Index	$	125.00	Each
T103	C117, D1140		Finer than #200 Wash	$	50.00	Each
T104	D422, C136	CT202	Sieve Analysis- Coarse & Fine Including wash	$	150.00	Each
T105	D422, C136	CT202	Sieve Analysis- Coarse Aggregate	$	125.00	Each
T106	D422, C136	CT202	Sieve Analysis- Fine Including Wash	$	125.00	Each
T107	D422	CT203	Particle-Size Distribution - Sieve Analysis + Hydrometer Combined	$	200.00	Each
T108	D422	CT203	Hydrometer Analysis only	$	125.00	Each
T109	D4318	CT204	Atterberg Limits LL, PL, & PI of Soils	$	125.00	Each
T110	D2435		Consolidation (without Time Rate)	$	185.00	Each
T111	D2419	CT217	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three)	$	100.00	Each Set
T112	C127	CT206	Specific Gravity and Absorption (Coarse Aggregate)	$	90.00	Each
T113	C127	CT206	Absorption Only, Coarse Aggregate	$	65.00	Each
T114	C128	CT207	Specific Gravity and Absorption (Fine Aggregate)	$	160.00	Each
T115	C128	CT207	Absorption Only, Fine Aggregate	$	90.00	Each
T116	AASHTO T100	CT209	Specific Gravity (Soil) by Hydrometer (Water Pycnometer)	$	140.00	Each
T117	D2216	CT226	Water Moisture Content	$	20.00	Each
T118	D3080		Direct Shear (3 Points)	$	250.00	Each
T119	D3080		Direct Shear Remolded sample (3 points)	$	300.00	Each
T120	D1557-A, B		Maximum Density 4 in. Mold Passing No.4 or 3/8 in. Sieve	$	150.00	Each
T121	D1557-C		Maximum Density 6 in. Mold Passing 3/4 in. Sieve	$	160.00	Each
T122	D2166	CT221	Unconfined Compressive Strength of Cohesive Soil	$	150.00	Each
T123	D2844	CT301	R-Value, Untreated Material (3 Points)	$	300.00	Each
T124	D2844	CT301	R-Value, Treated Material	$	325.00	Each
T125	D4791	CT235	Flat and Elongated Particles	$	230.00	Each
T126	D3744	CT229	Durability Index (fine and coarse) in Aggregate	$	250.00	Each
T127	D3744	CT229	Durability Index (fine or coarse) in Aggregate	$	160.00	Each
T128	C142		Clay Lumps and Friable Particles in Aggregate	$	150.00	Each

ID	ASTM	CTM				
SOIL AND AGGREGATE						
CLASSIFICATION & PHYSICAL CHARACTERISTICS						
T129	C40	CT213	Organic Impurities in Fine Aggregates for Concrete	$	70.00	Each
T130	D5821	CT205	Percentage of Crushed Particles	$	180.00	Each
T131	C131	CT211	Los Angeles Rattler Test, (Abrasion up to 1-1/2")	$	250.00	Each
T132	C535	CT211	Los Angeles Rattler Test, (Abrasion Large-up to 2-1/2")	$	290.00	Each
T133	C88	CT214	Sodium/Magnesium Sulfate Soundness of Aggregate, 5-cycles	$	340.00	Each
T134		CT216	Relative Compaction of Soils & Aggregates using California Impact Apparatus	$	210.00	Each
T135		CT227	Cleanness Value of Coarse Aggregate	$	190.00	Each
T136	D558		Moisture-Density Relations of Soil-Cement Mixtures	$	160.00	Each
T137	D1633-A		Compressive Strength of Molded Soil-Cement Cylinders using 4 in. Mold	$	55.00	Each
T138	D4546		One-Dimensional Swell or Collapse of Soils	$	120.00	Each
T139			Shelby Tube Cutting, Remolding or Trimming Specimens for testing	$	30.00	Each
T140	D1883		California Bearing Ratio, Maximum Density test separate charge	$	600.00	Each
T141	D2435		Consolidation (with time rate for 2 loads)	$	240.00	Each
CHEMICAL PROPERTIES OF SOILS						
ID		**CTM**				
T190		CT643	Resistivity	$	75.00	Each
T191		CT643	pH	$	50.00	Each
T192		EPA 300.0	Sulfate Content	$	65.00	Each
T193		EPA 300.0	Chloride Content	$	65.00	Each
T194		CT643 EPA 300.0 EPA 300.0	Corrosivity Series	$	200.00	Each
CONCRETE						
ID	**ASTM**	**CTM**				
T201	C39	CT521	Compression Tests, 6x12 and/or 4x8 Cylinders, including Holds	$	35.00	Each
T202	C495		Compression, Lightweight Insulating Concrete	$	120.00	Each
T203	C42, C39		Concrete Cores Compression Test (excludes sampling)	$	80.00	Each
T204	C42		Drilling Cores from Shotcrete Panel (Lab)	$	110.00	Each
T205	C109	C515	Compression, 2"x2"x2" Cube Specimen	$	55.00	Each
T206	C496		Splitting Tensile Strength 6"x12" Cylinder	$	130.00	Each
T207	C78	CT523	Flexural Strength Test (6"x6"x21" Beam)	$	135.00	Each
T208	C157		Drying Shrinkage (Set of 3 bars, 4 readings, up to 90-days)	$	460.00	Each set
T209	C39		Unit Weight of Concrete Cylinders	$	50.00	Each
T210			Review Existing Mix Design	$	100.00	Each
T211			Drilling Cores from Shotcrete Panel (Field)	$	200.00	Each

MATERIALS TESTING							
ID	**ASTM**	**CTM**	**UBC**				
T301	D2216		7-6	Fireproofing Density Test	$	50.00	Each
T302				Mechanically Spliced Reinforcing Tensile Test up to size No.11	$	300.00	Each
T303	A416			Pre-Stress Still Strand (7 wire)	$	350.00	Each
T304	A615, A706			Reinforcing Tensile or Bend Up to No.8	$	65.00	Each
T305	A615, A706			Reinforcing Tensile or Bend No.9 to 11	$	90.00	Each
T306	A615, A706			Reinforcing Tensile or Bend No.11 to 14	$	205.00	Each
T307	N/A			Welding Procedure Review	$	100.00	Each
T308	F606			Anchor Bolts, Studs, or Threaded Rods Tensile Test under 100,000 lbf	$	200.00	Each
T309	F606, F3125			Bolt A325 or A490 Wedge Tensile and Hardness up to ¾"	$	130.00	Each
T310	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/8" in diameter, and Hardness	$	195.00	Each
T311	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/4" in diameter, and Hardness	$	200.00	Each
T312	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-3/8" in diameter, and Hardness	$	215.00	Each
T313	F606, F3125			Bolt A325 or A490 Wedge Tensile up to 1-1/2" in diameter, and Hardness	$	240.00	Each
T314	F606, A194			Nut - Hardness and Proof Load under 100,000 lbf	$	55.00	Each
T315	F606, A194			Nut- Hardness and Proof Load Test 100,000-120,000 lbf	$	65.00	Each
T316	F436			Washer- Hardness	$	40.00	Each

HOT MIX ASPHALT TESTING						
ID	**ASTM**	**CTM**				
T401	D1561	CT304	Laboratory Test Maximum Density (LTMD), Hveem	$	280.00	Each
T402	D1560	CT304, CT366	Stabilometer Value	$	330.00	Each
T403		CT305	Stability - Swell	$	Quote	Each
T404		CT308	Specific Gravity & Density of Core	$	80.00	Each
T405	D2041	CT309	Theoretical Maximum Specific Gravity & Density (Rice)	$	200.00	Each
T406		CT370	Moisture Content by Microwave Oven	$	60.00	Each
T407	D5444	CT202	Sieve Analysis of Extracted Aggregate Sample	$	150.00	Each
T408	C136	CT202	Sieve Analysis of Bin Aggregate Sample, each	$	60.00	Each
T409	C136	CT202	Sieve Analysis of Combined Aggregate Sample	$	200.00	Each
T410	D6307	CT382	Asphalt Content by Ignition Oven (Bitumen Content)	$	200.00	Each
T411	D6307	CT382	Asphalt Content by Ignition Oven (Correction Factor)	$	300.00	Each
T412	D1188	CT308	Unit Weight – Coated, Molded Specimen or Cores	$	80.00	Each
T413	D2726, D6926		Compacted Maximum Density – MARSHALL	$	220.00	Each
T414	D2172		Extraction, % Asphalt (Reflux) including wash and solvent charge	$	390.00	Each
T415	D2216	CT226	Emulsion Moisture Content by Oven	$	50.00	Each
T416	AASHTO T59	CT331	Residue by Evaporation	$	200.00	Each
T417	D3910		Wet Track Abrasion Test (WTAT)	$	200.00	Each

MASONRY TESTING						
ID	**ASTM**	**UBC**				
T501	C140		Compression Test of CMU Block (gross)	$	65.00	Each
T502	C140		Absorption & Moisture Content	$	60.00	Each
T503	C426		Linear Shrinkage	$	205.00	Each
T504	C140		Unit Weight	$	70.00	Each
T505	C140		Dimensional Measurements	$	50.00	Each
T506	C140		Compression Test of Masonry Core	$	80.00	Each
T507	C39, C780	21-16	Compression Test of 2” x 4” Mortar Cylinder	$	45.00	Each
T508	C1314	21-17	Compression Test of Composite Prism	$	200.00	Each
T509	C1019	21-18	Compression Test of 3” x 3” x 6" Grout	$	85.00	Each
T510	CBC 2105A.4		Shear on Masonry Cores, 2 Faces, 6” or 8” Cores	$	150.00	Each
T511			Saw Cutting Coupons, or trimming from Masonry Unit	$	40.00	Each
T512			GPR Scanning for Reinforcement	$	200.00	Each
T513			Masonry Wall Coring	$	200.00	Each
T514			Masonry Wall Coring above 5 feet from floor	$	300.00	Each

MINIMUM CHARGES FOR CONSTRUCTION PHASE INSPECTIONS

- All technicians and inspectors are based on a minimum of four (4) hours. Over four hours shall be a minimum of eight (8) hours for inspectors. If an inspector or technician is scheduled to perform a service and no work is performed, two (2) hours for soils technicians and four (4) hour charge for material inspectors will apply and referred to as a show-up charge.

TRAVEL & MILEAGE

- No travel time and mileage costs for engineering staff and materials/special inspection personnel. Per the regulations of Department of Industrial Relations (DIR-Public Works Manual 2016), for soils technicians performing construction inspection and testing carrying a nuclear gauge device travel time will be charged at contractual rate, from GAI’s closest office and for round trip drive time (Portal to Portal).
- For regular/non-prevailing jobs, a round-trip mileage cost equal to $0.75 per mile, calculated from GAI's office to the project site, will be charged.
- The travel time and mileage fee may be subject to change per the negotiation with the client and written approval.

SCHEDULING & CANCELLATIONS

- A 24-hour notice is required when scheduling an inspection or technician. For same day scheduling and for after 3:00 pm the preceding day, the inspector/technician will be deployed to the site if a technician is available.

PREVAILING WAGE

- Our rates will increase proportionally every July 1 in accordance with the wage listed by the Department of Industrial Relations which is tied to Operating Engineers Local 12 documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become agreed upon basis for charges by GAI to Client.

LABORATORY TESTING

- A sample pick-up charge of 2-hour minimum with an hourly rate of $75 will be billed in addition to the prices quoted.
- Material samples will be discarded after testing, unless notification by Client has been made to GAI’s laboratory prior to testing. If Client requires samples be retrieved after testing or stored at GAI’s laboratory for an extended duration of time, arrangements can be made at no additional cost to the client.

TERMS OF PAYMENT

- Invoices shall be deemed delinquent if not paid within thirty (30) days from date of invoice and will be subject to an additional charge of 1.5% of the unpaid balance for each month of delay. GAI reserves the right to terminate its services to Client without notice if all invoices are not paid currently. In case of service termination, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any, and all claims against GAI, its subsidiaries, affiliates, servants, and agents, for termination of work pursuant to this paragraph.

2R DRILLING INCORPORATED
6939 Schaefer Ave Ste D-304, Chino, CA 91710
(909) 490-0530 (909) 490-0531 (fax)
Website: 2RDRILLING.COM Email: INFO@2RDRILLING.COM **C57: 709029**
Hollow Stem Auger, Mud Rotary, ODEX, Direct Push, Rock Coring, Concrete Coring, Pavement Coring
2023 Prevailing Wage Fee Schedule Effective 01/01/2023-12/31/24
SBE Certified Supplier # 49138 / DIR 1000008799

Fully Loaded Labor and Equipment Rates

Truck mounted Hollow Stem Auger Tier 4 CME 75 HT or Equivalent - 2 man crew Mob/demob. Drilling, Standby	$4000 per 8 hr day/$700 per hour after 8 hours.
Track mounted Hollow Stem Auger Tier 4 CME 75 HT or Equivalent - 2 man crew Mob/demob. Drilling, Standby	$4250 per 8 hr day/$725 per hour after 8 hours
Track mounted Auger/Direct Push Tier 4 Geoprobe 7822DT - 2 man crew Mob/demob. Drilling, Standby	$4000 per 8 hr day/$725 per hour after 8 hours
Rig mob/demob	$400/hr
Crew mob/demob	$200 per man per hr

Other Labor Costs

Additional drillers helper	$160/hr
Nights and all day Saturdays	$200 additional per hour per man
Premium Time Sundays	$400 additional per hour per man
Daily Crew Travel	$250 per man per hour
Per Diem	$250/man/day
Training	$165/man/hr

Other Equipment Rental

Asphalt Grinder	$200/day
Air Compressor	$500/day
Air Knife	$100/day
Air Vac	$100/day
Bulldog Bit use	$150/day
CME Continuous Core Sampling System	$250/day
Decon Trailer	$250/day
Concrete Coring Machine	$250/day
Concrete Coring and Support Equipment	$1000/day
GUS Piston Shelby tube Sampler	$100/day
Generator	$50/day
Grout pump	$250/day
Hot Mix Asphalt Unit	$400/day
Jackhammer	$200/day
Mud Rotary Equipment	$500/day
Mud Puppy Solids Shaker	$500/day
ODEX air rotary equipment	$1000/day
Rock Coring Equipment	$1000/day
Saw cut machine	$250/day
SPT Energy Test Calibration	$2000/day
Support Truck Stake bed with lift gate	$500/day
Vibrating Plate Compactor	$100/day
Water Tank - External	$100/day
Work Lights	$100/night

Materials
Subject to Vendor Price Increases
Materials and supplies to be charged at total purchase price with no markup

Asphalt Patch	$30/bag
Bentonite Pellets	$100/pail
Bentonite Pellets (TR)	$150/pail
Bentonite Chips	$40/bag
Bentonite Powder	$40/bag
Benseal	$40/bag
Cement 47#	$30/bag
Concrete Ready Mix	$20/bag
Concrete Quick Set	$30/bag
Concrete Black Dye	$25/ea
Core Box Cardboard/Wax	$30/ea
Drums - 55 gallon	$180/ea
Drilling Bits	$75/ea
Drilling Mud	$40/ea
Drill mud Polymers	$500/pail
Gravel or Sand Bulk MSU bags	$100/ea
Gravel - 50# bag	$25ea
Grout - Cement and or Bentonite	$15/ft
PVC 2” screen	$15/ft
PVC 2” Riser	$10/ft
PVC 2” threaded cap	$30/ea
Rock Core Diamond Bit/Reaming Shell	$2000/ea
Sample can and 6 rings	$50/ea
Sand - 50#	$40/bag
Shelby Tubes and Caps	$80/ea
Visqueen - 6 mil 100’ x 20’	$250/box
Well Box 8”	$150/ea
Well Box 12”	$200/ea
Well Box Standpipe	$500/ea

FRONTLINE TRAFFIC CONTROL
32535 LAKEVIEW TERRACE
LAKE ELSINORE CA 92530
DIR#1000934653
DBE/SBE CERTIFIED 51174

Date: 9/25/2023 **Bid Date: 10/6/2023**
Contractor: BIDDING ESTIMATOR
Contact: ESTIMATING DEPARTMENT
Project: BUENA PARK
Quoted By: Dave Huerta CELL 909-330-9040 E-MAIL DAVE@FRONTLINETRAFFICCONTROL.COM

2023- JUN,2024

TRAFFIC CONTROL SYSTEM (DAY OR NIGHT / MONDAY - FRIDAY)

LS	**LANE CLOSURE - (1) TC TRUCK, (2) TECHS, ONE DIRECTION, 8 HOURS:**	**$1,720.00**
LS	**LANE CLOSURE - (1) TC TRUCK, (2) TECH, ONE DIRECTION, 10 HOURS:**	**$1,950.00**

Includes Up To: (150) Cones, (1) Arrow Board, (12) Advance Warning Signs, (16) Small Signs
(Does Not Include travel time Driver is Portal-to-Portal)

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FLAGGING ONLY (IF NEEDED)

LS	**FLAGGING CLOSURE - (1) TC TRUCK, (2) TECHS, 8 HOURS:**	**$1,720.00**
LS	**FLAGGING CLOSURE - (1) TC TRUCK, (2) TECHS, 10 HOURS:**	**$1,950.00**

Includes Up To: (150) Cones, ,(12) Advance Warning Signs, (16) Small Signs
(Does Not Include travel time Driver is Portal-to-Portal)

JUNE 2024- JUNE 2025

TRAFFIC CONTROL SYSTEM (DAY OR NIGHT / MONDAY - FRIDAY)

LS	**LANE CLOSURE - (1) TC TRUCK, (2) TECHS, ONE DIRECTION, 8 HOURS:**	**$1,730.00**
LS	**LANE CLOSURE - (1) TC TRUCK, (2) TECH, ONE DIRECTION, 10 HOURS:**	**$1,960.00**

Includes Up To: (150) Cones, (1) Arrow Board, (12) Advance Warning Signs, (16) Small Signs
(Does Not Include travel time Driver is Portal-to-Portal)

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FLAGGING ONLY (IF NEEDED)

LS	**FLAGGING CLOSURE - (1) TC TRUCK, (2) TECHS, 8 HOURS:**	**$1,730.00**
LS	**FLAGGING CLOSURE - (1) TC TRUCK, (2) TECHS, 10 HOURS:**	**$1,960.00**

Includes Up To: (150) Cones, ,(12) Advance Warning Signs, (16) Small Signs
(Does Not Include travel time Driver is Portal-to-Portal)

JUNE 2025-JUNE 2026

TRAFFIC CONTROL SYSTEM (DAY OR NIGHT / MONDAY - FRIDAY)

LS	**LANE CLOSURE - (1) TC TRUCK, (2) TECHS, ONE DIRECTION, 8 HOURS:**	**$1,740.00**
LS	**LANE CLOSURE - (1) TC TRUCK, (2) TECH, ONE DIRECTION, 10 HOURS:**	**$1,970.00**

Includes Up To: (150) Cones, (1) Arrow Board, (12) Advance Warning Signs, (16) Small Signs

(Does Not Include travel time Driver is Portal-to-Portal)

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FLAGGING ONLY (IF NEEDED)

LS	**FLAGGING CLOSURE - (1) TC TRUCK, (2) TECHS, 8 HOURS:**	**$1,740.00**
LS	**FLAGGING CLOSURE - (1) TC TRUCK, (2) TECHS, 10 HOURS:**	**$1,970.00**

Includes Up To: (150) Cones, ,(12) Advance Warning Signs, (16) Small Signs

JUNE 2026-JUNE 2027

TRAFFIC CONTROL SYSTEM (DAY OR NIGHT / MONDAY - FRIDAY)

LS	**LANE CLOSURE - (1) TC TRUCK, (2) TECHS, ONE DIRECTION, 8 HOURS:**	**$1,750.00**
LS	**LANE CLOSURE - (1) TC TRUCK, (2) TECH, ONE DIRECTION, 10 HOURS:**	**$1,980.00**

Includes Up To: (150) Cones, (1) Arrow Board, (12) Advance Warning Signs, (16) Small Signs

(Does Not Include travel time Driver is Portal-to-Portal)

---------- * ----------

FLAGGING ONLY (IF NEEDED)

LS	**FLAGGING CLOSURE - (1) TC TRUCK, (2) TECHS, 8 HOURS:**	**$1,750.00**
LS	**FLAGGING CLOSURE - (1) TC TRUCK, (2) TECHS, 10 HOURS:**	**$1,980.00**

Includes Up To: (150) Cones, ,(12) Advance Warning Signs, (16) Small Signs

(Does Not Include travel time Driver is Portal-to-Portal)

(Does Not Include travel time Driver is Portal-to-Portal)

JUNE 2027-JUNE 2028

TRAFFIC CONTROL SYSTEM (DAY OR NIGHT / MONDAY - FRIDAY)

LS	**LANE CLOSURE - (1) TC TRUCK, (2) TECHS, ONE DIRECTION, 8 HOURS:**	**$1,760.00**
LS	**LANE CLOSURE - (1) TC TRUCK, (2) TECH, ONE DIRECTION, 10 HOURS:**	**$1,990.00**

Includes Up To: (150) Cones, (1) Arrow Board, (12) Advance Warning Signs, (16) Small Signs

(Does Not Include travel time Driver is Portal-to-Portal)

---------- * ----------

FLAGGING ONLY (IF NEEDED)

LS	**FLAGGING CLOSURE - (1) TC TRUCK, (2) TECHS, 8 HOURS:**	**$1,760.00**
LS	**FLAGGING CLOSURE - (1) TC TRUCK, (2) TECHS, 10 HOURS:**	**$1,990.00**

Includes Up To: (150) Cones, ,(12) Advance Warning Signs, (16) Small Signs

(Does Not Include travel time Driver is Portal-to-Portal)

ADDITIONAL REQUIRED EQUIPMENT RENTAL RATES (AS NEEDED):

CMS UNITS: DAILY: $155.00 EA * WEEKLY: $400.00 EA * 4 WEEK RENTAL: $850.00 EA

ARROWBOARDS: DAILY: $45.00 EA * WEEKLY: $200.00 EA * 4 WEEK RENTAL: $420.00 EA

LIGHT TOWERS: DAILY: $80.00 EA * WEEKLY: $320.00 EA * 4 WEEK RENTAL: $850.00 EA
(*LIGHT TOWERS MUST BE RETURNED COMPLETELY FUELED*)

SPEED RADAR: DAILY: $155.00 EA * WEEKLY: $400.00 EA * 4 WEEK RENTAL: $885.00 EA

DELIVERY OR PICK UP OF EACH UNIT WITHIN 35 MILES (EACH UNIT):	**$ 75.00**
DELIVERY OR PICK UP OF EACH UNIT OVER 75 MILES (EACH UNIT):	**$ 125.00**

ADDITIONAL TRAFFIC CONTROL OPTIONS, IF REQUESTED BY CONTRACTOR

EA	**ADDITIONAL LANE CLOSURE / DIFFERENT DIRECTION / SAME CREW:**	**$ 795.00**

EA	**ADDITIONAL LANE CLOSURE with DETOUR SAME DIRECTION:**	**$ 100.00**
EA	**ADDITIONAL TRAFFIC CONTROL TECH/FLAGGER 8 HOURS:**	**$ 800.00**
EA	**ADDITIONAL TRUCK**	**$ 250.00**
EA	**ADDITIONAL LABOR STRAIGHT TIME: 8 hrs., per man, per hour (Monday - Friday)**	**$ 100.00**
EA	**ADDITIONAL LABOR OVERTIME: 8-12 hrs., per man, per hour (M-F, Saturday up to 12 hours)**	**$ 115.00**
EA	**ADDITIONAL LABOR DOUBLETIME: All hrs. over 12, per man, per hour (including all Sunday)**	**$ 125.00**
EA	**ADDITIONAL LABOR: Maintenance Repairs to Equipment, Per Hr., Per Tech:**	**$ 75.00**

***** GENERAL CONDITIONS *****

**** General Contractor to obtain all permits required from involving cities**
**** For Saturday closures multiply above LS rates only by 1.5**
**** For Sunday closures multiply above LS rates only by 1.75**
**** Traffic control rates are a minimum of 4 hours at 70% of listed LS rates.**
**** The minimum charge applies to any cancellations within 8 hours of scheduled work.**
**** Contractor must provide 1/2 Hr. meal period per 8 Hrs. shift and a 2nd meal at 12hrs.**
**** Missed meal periods will be charged at $65.00/per man per period.**

***** CONTRACT PROVISIONS *****

A. NO CONTRACT WILL BE SIGNED UNLESS ALL PROVISION ARE INCLUDED.
B. FRONTLINE TRAFFIC CONTROL IS A UNION CONTRACTOR.
C. PAYMENT IS DUE WITHIN (30) DAYS FROM INVOICE DATE. ALL SERVICES ARE TO BE PAID NET (30) AND THERE IS NO RETENTION WITHHELD ON LABOR SERVICES. A 1.5% MONTHLY FINANCE CHARGE TO APPLY AFTER (45) DAYS.
D. IF ADDITIONAL EQUIPMENT REQUIRED (I.E. PCMS, ARROW BOARDS, ATTENUATOR TRUCK, ETC.) ADDITIONAL CHARGES WILL APPLY ACCORDINGLY.
E. PRIME CONTRACTOR IS RESPONSIBLE TO COORDINATE AND PAY FOR HIGHWAY PATROL UNIT.
F. ADDITIONAL 3.5% INCREASE ADDED EVERY YEAR ON JUNE 30TH TO LS TRAFFIC CONTROL RATES.
G. IF SPECIAL WORDING INSURANCE IS NEEDED THE AMOUNT IS TO BE PAID BY CONTRACTOR ALONG WITH WAIVERS OF SUBROGATION INSURANCE. THE 3% OF PAYROLL WILL BE CHARGED TO CONTRACTOR. IF NOTARY SERVICES ARE REQUIRED, PRIME CONTRACTOR IS RESPONSIBLE FOR THOSE CHARGES.
H. EXCLUDES SPECIAL INSURANCE REQUIREMENTS. (I.E. INCREASED GENERAL LIABLITY FOR RAILROAD INSURANCE).
I. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN RENTED EQUIPMENT AND TO PROVIDE A CERTIFICATE OF INSURANCE FOR RENTED ITEMS.
J. ALL SIGN AND MARKER LOCATION MARK-OUTS WILL BE DONE BY INSPECTOR OR CONTRACTOR AND MUST BE COMPLETED PRIOR TO FRONTLINE STARTING WORK. FRONTLINE TRAFFIC CONTROL IS NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND FACILITIES NOT SHOWN ON PLANS OR MARKED OUT BY OTHER AGENCIES (I.E. CALTRANS). FRONTLINE WILL PLACE MARK-OUTS FOR USA DIGALERTS AND CALL IN OUR OWN DIG ALERT TICKETS.
K. ALL CHANGE ORDER WORK MUST BE APPROVED BY AGENCY / OWNER PRIOR TO WORK BEING PERFORMED BY FRONTLINE TRAFFIC CONTROL.
L. CONTRACTOR WILL BE CHARGED $105/HR/MAN FOR ANY JOB SPECIFIC CLASSES/TRAINING COURSES THAT MAY BE REQUIRED.
M. FRONTLINE TRAFFIC CONTROL RESERVES THE RIGHT TO SUBCONTRACT WORK TO COMPLETE ANY PROJECT.
N. NO WORK WILL BE PERFORMED UNTIL THIS PROPOSAL AND/OR CONTRACT IS SIGNED AND EXECUTED BETWEEN ALL PARTIES INVOLVED.
O. IF BOND IS REQUIRED, ALL FEES TO ACQUIRE BOND WILL BE ADDED TO THE CONTRACT TOTAL AND BILLED TO THE CONSTRACTOR.

P. EXCLUDES K-RAIL, STRIPING, CRASH CUSHIONS, RUMBLE STRIPS, POSTING OF NO PARKING SIGNS, AND COMMUNITY NOTIFICATIONS.

Q. FRONTLINE TRAFFIC CONTROL CHARGES DRIVER ONLY PORTAL-TO-PORTAL.

R. THIS QUOTE VALID FOR UP TO (90) DAYS, UNLESS OTHERWISE AGREED UPON.

S. A SIGNED CONTRACT AND 14 WORKING DAYS NOTICE MUST BE GIVEN PRIOR TO ANY MOVE IN. THIS QUOTE IS FOR 30 DAYS FROM DATE OF ACTUAL BID OPENING, UNLESS OTHERWISE AGGREED UPON.

T. LUMP SUN ITEMS ARE BASED ON WORING DAYS LISTED IN SPECIAL PROVISIONS OR WORKING DAYS BID FOR A CONSTRUCTION PROJECT.ADDITIONAL CHARGES WILL BE APPLIED IF WORKING DAYS ARE EXCITED.

U. INSTALLED CRASH CUSHION ARRAYS AND OR MODULES RELOCATED BY PRIME CONTRACTOR SHALL BE PAID AT ITEM PRICE.

V. ALL CONSTRUCTION AREA SIGNS TO BE INSTALLED AT ONE TIME OR IN STAGES AND COVERED IF NEEDED ON INSTALLATION. CONTRACTOR TO UNCOVER AND RECOVER IF NEEDED.

W. CONSTRUCTION AREA SIGNS TO BE INSTALLED AT ONE MOBILIZATION PER STAGE, ADDITIONAL MOBILIZATIONS $1500.00 EACH UNLESS NEGOTIATED PRIOR TO WORK. ADDITIONAL SIGNS DUE TO DAMAGE AND OR THEFT OR PLANS CHANGES WILL BE INVOICED AS EXTRA WORK.

X. PORTABLE EXQUIPMENT TO BE DELIVERED AND PICKED UP FROM ONE LOCATION. CONTRACTOR IS LIABLE FOR LOST OR DAMAGED EQUIIPMENT.

Y. FRONTLINE DOES NOT ACCEPT CHARGES OR CHARGE BACKS OF ANY KIND UNLESS AGREED TO IN WRITING PRIOR TO WORK BEGINNING.

Z. ROADSIDE SIGN PANELS WILL NOT BE RECEIVED BY FRONTLINE EARLIER TO 20 WORKING DAYS PRIOR TO SCHEDUELD INSTALLATION. 50 WORKING DAYS NOTICE IS REQUIRED FOR STAGE PANEL ORDERS. SIGN DISCREPANCIES TO BE RESOLVED BEFORE SIGN PANELS ARE ORDERED.

AA. PERMANENT SIGN AND MARKER INSTALLS INCLUDE 1 MOVE INS. ADDITIONAL MOVE INS WOULD BE AT $1500.00 EACH UNLESS OTHERWISE NEGOTIATED PRIOR TO WORK.

BB. SIGN INSTALLS DOES NOT INCLUDE CORING OR BREAKING. IF NEEDED FRONTLINE CAN PROVIDE AT AN ADDIONAL CHARGE.

CC. NO RETENTION TO BE HELD ON TRAFFIC CONTROL.

Please feel free to contact me should you have any questions or concerns.

Signed:_____

Print:_____

Dated:_____

Title:_____

PROPOSAL FOR
ON-CALL GEOTECHNICAL SERVICES

Prepared for

THE CITY OF BUENA PARK
PUBLIC WORKS DEPARTMENT
6650 BEACH BOULEVARD
BUENA PARK, CALIFORNIA 90621

Attention: Mr. Cesar Ortiz
Principal Engineer

Submitted By:

ASSOCIATED SOILS ENGINEERING, INC.
2860 Walnut Avenue
Signal Hill, California 90755
(562) 426-7990 Phone
(562) 426-1842 Fax
www.associatedsoils.com

October 6, 2023

ASSOCIATED SOILS ENGINEERING, INC.

SOILS ENGINEERING, INC.
Consulting Geotechnical Engineers

October 6, 2023
Proposal No. P23-170

City of Buena Park
Public Works Department
6650 Beach Boulevard
Buena Park, California 90621

Attention: Mr. Cesar Ortiz
Principal Engineer

Proposal for On-Call Geotechnical and Material Testing Services

City of Buena Park, California

Ladies and Gentlemen:

In response to the Request for Proposal for On-Call Geotechnical and Material Testing Services (RFP), dated September 21, 2023, Associated Soils Engineering, Inc., is pleased to submit the attached Proposal for your consideration.

Associated Soils Engineering, Inc. (ASE) has provided geotechnical and engineering geologic investigation, design, materials testing and construction testing services for nearly five decades in Southern California and can use the vast experience, information and data gathered over the years to provide quick and cost-effective geotechnical solutions to your project. Our in-house laboratory is certified by The State of California Department of Transportation (Caltrans), AASHTO/CCRL and AMRL (Hot Mix Asphalt, Aggregate, Soil, & Portland Cement Concrete), the State of California Division of State Architect (DSA) and the City of Los Angeles. ASE is Certified as a SBE with the City of Long Beach and as a SLBE with the City of Los Angeles.

ASE will provide exemplary engineering and geologic field exploratory and testing services. Our company will be 1) sensitive and responsive to directions from the City of Buena Park (City) representative, 2) honest, forthright, and clear in billing and invoicing the City, and 3) dependable with respect to the execution of all project tasks.

Associated Soils Engineering, Inc. has carefully assembled a highly qualified team with the expertise, which allows us to offer a broad spectrum of geotechnical engineering,

field exploration and laboratory testing services. ASE has the personnel and experience to provide the geotechnical services described in the Scope of Services of the RFP.

Our team has completed numerous projects for various municipalities (including Garden Grove) within southern California. All of these projects were performed in accordance with relevant federal, state and local codes and requirements pertaining to resident engineering design, laboratory testing, construction inspection, and specialty materials inspection and testing.

Associated Soils Engineering, Inc. is qualified to provide any Geotechnical Engineering, Engineering Geology and/or Materials Testing Services that the City may require. A copy of our Professional Fee Schedule for this project is included under separate cover. This Proposal and accompanying Fee Schedule are valid for at least through the end of the 2023 calendar year.

If there are any questions regarding this Statement of Qualifications, or if you desire additional information or clarification, please do not hesitate to call the undersigned at (562) 426-7990.

Respectfully Submitted,

ASSOCIATED SOILS ENGINEERING, INC.



Edward C. (Ted) Riddell
President, Principal Engineering Geologist
City's Point-of-Contact

ASSOCIATED SOILS ENGINEERING, INC.

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1.0 EXECUTIVE SUMMARY

Overview

The City of Buena Park is seeking the services of a highly qualified firm having extensive experience in the field of geotechnical observation & testing, laboratory testing and material testing services in conformance with State and Federal laws and regulations. These services would be for "On-Call" services during ongoing and future construction within the City over the next two years.

ASE has the relevant firm experience and licensed team members to perform any geotechnical consulting services necessary in the City. Our staff has a sound understanding of public works and engineering practices, and the ability to translate technical knowledge into project design and comply with related guidelines and regulations. We will provide assurance that materials and workmanship incorporated into each project are in conformance with contract specifications. Therefore, only qualified engineers (RCE, RGE), geologists (PG, CEG) and engineering technicians (Caltrans Certified) using properly calibrated equipment will perform acceptance tests on materials incorporated into the projects.

Firm's Background Information (Company's History)

The firm of Associated Soils Engineering, Inc. (ASE), a California Corporation, was incorporated in 1974, in the State of California. ASE, headquartered in Signal Hill, California, has been in business for nearly 50 years providing services to many municipalities, school districts, as well as private industry throughout Southern California. These facilities are considered among the best in Southern California providing testing services for many competitors as well as for the in-house clients. **ASE's in-house laboratory has been certified by the State of California Department of Transportation (Caltrans – RSP #31) and accepted by Division of State Architect (DSA) under the Laboratory Evaluation and Acceptance program (LEA 224), as well as AASHTO/CCRL and AMRL (Hot Mix Asphalt, Aggregate, Soil, & Portland Cement Concrete) and the City of Los Angeles.**

Associated Soils Engineering, Inc. has a commitment to provide Geotechnical Engineering and soils and materials testing services with a high degree of professional excellence and proficiency. We strive to offer our clients individual attention and provide innovative solutions at a competitive cost, from our headquarters, located in Signal Hill, California. ASE has provided geotechnical design, material testing, and construction testing services for four decades in Southern California and can use the vast experience, information and data gathered over the years to provide quick and cost-effective geotechnical solutions to your project. ASE currently has 15 employees that work directly out of our headquarters in Signal Hill, California. Our staff includes the following professional technical staff recognized by the

State of California: two Certified Engineering Geologists; one Registered Geotechnical Engineer; one Registered Civil Engineer; and one Engineer-In-Training. Each of our technicians is certified by Caltrans for a variety of field testing, as well as inspectors with ACI, ICC, etc. Our business hours are Monday through Friday, 7:00 am to 5:00 pm, but personnel are available 24/7 by previous arrangement. ASE is legally permitted and licensed to conduct business in the State of California for the services offered. **ASE is recognized and certified by the City of Long Beach as a Small Business Enterprise (SBE) and the City of Los Angeles as a Small Local Business Enterprise (SLBE).**

Local Staffing List

Of ASE's 15 full time employees six (6) reside in Orange County (Tier 3 zip codes) and are available for City of Buena Park projects at any time:

Ted Riddell – Engineering Geologist
John Whitney – Engineering Geologist
Cody Nelson – Field Technician
Lawrence JD Chang – Geotechnical Engineer
Phoc Nguyen – Senior Field Technician
Theresa Byrne – Field Technician

ASE generally requests 24 to 48 hours to staff a project, but being a relatively small firm, ASE prides itself in being flexible and able to meet our client's needs, no matter how short the lead time.

2.0 EXPERIENCE

ASE has worked for many years and many municipalities performing exactly the types of geotechnical services outlined in the RFP.

The following is a list of various recent and current clients requiring similar services performed. Our clients are our best testimonials, and we encourage the City to call upon them for a reference on our performance.

Project Description	Municipality/Contact Name
Citywide Street and Utility Replacement/Rehabilitation – Various Projects - Ongoing (Investigation, Design, Soils, Concrete and Asphalt Testing)	City of Garden Grove 11222 Acacia Parkway Garden Grove, California 92842 Mr. Mark Uphus (714) 741-5191
Citywide Utility and Street Rehabilitation Projects - Ongoing (Investigation, Soils, Concrete and Asphalt Testing)	City of Lakewood, California 5050 N. Clark Avenue Lakewood, California 90712 Ms. Keely Pickler (562) 866-9771

Project Description	Municipality/Contact Name
Citywide Pavement Design and Street Rehabilitation Projects - Ongoing (Investigation, Soils, Concrete and Asphalt Testing)	City of Cerritos 18125 South Bloomfield Avenue Cerritos, California 90703 Mr. Albert Arteaga (562) 916--1229
Utility Rehabilitation Projects - Ongoing (Soils Testing)	Crescenta Valley Water District 2700 Foothill Blvd. La Crescenta, California 91214 Mr. David Gould (818) 248-3925
Caltrans Highway US 101 – Ventura Shoulder Operations Full Depth Reclamation Design & Construction (Geotechnical Investigation, FDR-C Design (2021) and Observation & Testing During Construction (2021-2022))	Granite Construction 215 Comstock Street Santa Clara, California 52054 Mr. Carlos Ruvalcaba (661) 860-0746
Caltrans Interstate 10 – Beaumont to Cabazon Freeway expansion Full Depth Reclamation Design & Construction (Geotechnical Investigation, FDR-C Design (2020) and Observation & Testing During Construction (2020))	Coffman Specialties 9685 Via Excelencia #200 San Diego, California 92126 Mr. Gus Rios (619) 520-5163
San Marcos Creek District Two Bridges Project Independent Assurance (IA) (Soils, Concrete and Asphalt Testing – Ongoing)	4-Leaf, Inc. 2126 Rheem Drive Pleasanton, California 94588 Mr. Roger Cross (310) 889-5924

Local, State & CBC Standards Experience

ASE has performed geotechnical investigations, observation and testing, laboratory testing, special inspections and material testing services in conformance with local, State (CalTrans, DSA, OSHPD & CBC) and Federal laws and regulations for dozens of municipalities throughout southern California. Our management personnel maintain membership in many professional organizations to stay up to date with Standard of Care issues and the latest advances in their relevant fields. These Professional Societies include, but are not limited to: California Geotechnical Engineers Association, American Society of Civil Engineers, Asphalt Pavement Association, Association of Engineering Geologists and Geological Society of America.

3.0 PERSONNEL

Executive, Project Management, & Accounting

The following key personnel have been assigned to assist the City with any upcoming projects. Our proposed team has the technical expertise and experience that exceeds the minimum requirements outlined in the RFP. ASE's current number of personnel totals 15 employees.

Associated Soils Engineering, Inc. has assembled a very experienced team based entirely out of our Signal Hill, California office. The team will be led by Principal-in-Charge, and Corona del Mar resident, **Edward C. (Ted) Riddell, P.G., C.E.G.**, with support from **Lawrence J.D. Chang, P.E., G.E.** Both are experienced in field investigation, engineering and geological analysis, and construction management with relevant projects.

Other key personnel include **John Whitney, P.G., C.E.G., Senior Project Geologist; Torin Ng, E.I.T., Project Engineer.** Our **Laboratory Manager, Donald Zike** has 45 years experience with our company. Our **Accounting Department** is headed by **Chrystel Lim** who has over 10 years of accounting experience and over 4 years with our company.

A brief summary of qualifications and relevant experience of key personnel identified is provided in the following pages. Copies of their detailed resumes are located in the attached Appendix B.

Project Billing

ASE promises to be honest, forthright, and clear in billing and invoicing. A copy of our current Professional Fee Schedule is enclosed in Appendix A. ASE will maintain the same rates throughout the first year of the contract and through at least the end of the 2023 calendar year.

Key Personnel

The following key personnel have been assigned to assist the City with any potential projects. Copies of the detailed resumes of select key personnel can be found in Appendix B.

Name	Office	Years Practicing	Project Responsibility
Edward C. (Ted) Riddell, P.G., C.E.G	***ASE***	***38***	***President, Principal Geologist Principal-in-Charge***
Lawrence J.D. Chang, R.C.E.	ASE	36	Senior Project Engineer
John Whitney, P.G., C.E.G	ASE	37	Senior Project Geologist
Donald Zike	ASE	46	Laboratory Manager
Torin Ng, E.I.T.	ASE	5	Project Engineer
Craig Weatherholt	ASE	37	Senior Engineering Technician
Phoc Nguyen	ASE	22	Senior Engineering Technician
John Curtis	ASE	16	Senior Engineering Technician
Cody Nelson	ASE	1	Engineering Technician
Theresa Byrne	ASE	1	Engineering Technician

Technical Management

Mr. Riddell, Project Manager or his designated Engineer/Geologist will attend all pre-construction and construction meetings. He will provide guidance and recommendations to the field staff. The Engineering Technician will implement all of the decisions made during the construction meetings. The field compaction procedures will be evaluated and recommendations made where appropriate. Guidance will be provided for the implementation of cost effective construction methods for achieving project milestones. ASE is typically able to staff any project within the City with a minimum 24 hour notice.

Preliminary Geotechnical Investigations & Testing

Associated Soils Engineering, Inc. provides preliminary subsurface investigations both as part of geotechnical engineering projects and as individual engineering geologic projects. These studies include assessments of geologic hazards such as landsliding and faulting, liquefaction, settlement, slope stability, excavation characteristics of rock units, and geologic characteristics of subsurface conditions, including downslope soil creep and subsidence.

Prior to start of construction, our field engineer will walk the construction site to obtain a personal knowledge of the work and verify that construction conforms to approved documents. He will inspect all work before it is covered or closed in as other construction work. ASE will provide specific services based on each specific project, if selected to serve the City. The following is a general description of our methodology for the range of services that we provide for typical projects and minimally incorporates the Scope of Services presented in the RFP:

- Supervision of all work by a registered Geotechnical Engineer and/or a Certified Engineering Geologist (depending on the work envisioned by the proposal).

- All soil technicians shall be certified by Caltrans for federal or state funded project.

- Perform subsurface exploration and analysis, including in-place moisture and density tests, laboratory maximum density and optimum moisture tests, sieve analysis, R-value determination, direct shear tests, consolidation or collapse tests, and other required tests.

- Review of existing geotechnical/geologic maps, reports and any other available related documents.

- Review project plans and specifications through the design process, with consideration of geotechnical issues such as materials testing and suitability.

- Provide geotechnical evaluation and recommendations on, including, but not limited to, grading, earthwork, settlement, surface and subsurface drainage, foundation/column/slab design, slope stability, pavement design, trench backfill, retaining wall design, environmental concerns, removal of unsuitable materials, etc.

- Investigate and analyze existing pavement conditions using pavement coring and soil borings and sampling. Pavement corings and soil and structural pavement sections to be considered for the project. ASE will record the pavement and base thicknesses of each coring and record in-situ soil type, weight, moisture content, relative compaction, etc., at a minimum 2 feet (2') and 5 feet (5') depth, or as recommended by the Geotechnical Engineer supervising the investigation. Boring logs shall be prepared and presented in a report along with all test results and recommendations for replacement structural section, overlay thickness, and/or rehabilitative repair strategy. Consideration for the effect of any overlay recommendations upon the existing street profile, cross section and or highway drainage shall be addressed.

- Prepare and submit final geotechnical reports and logs of exploratory borings and results of laboratory testing.

- Prepare and submit scale plans showing locations and identifications of the borings and other required geotechnical information.

- Maintain proper safety practices and procedures, especially when working on streets and intersections.

- Prepare and perform all in-place/laboratory tests, sampling, and reports in accordance with Caltrans, FHWA and other applicable agency procedures, policies, regulations, requirements, and formats.

- Perform all duties in a manner that promotes the cost-effective execution and progress of construction projects.

- Provide clear invoices with project name, number, purchase order number, date, limits and work performed.

- Notify Underground Service Alert prior to the start of any subsurface exploration work. The Consultant shall submit a traffic control plan to the City for review and obtain a permit to operate and conduct explorations within the public right-or-way.

- Obtain all necessary permits to enter and perform investigations on private properties from property owners, as required by the City.

- Provide asphalt batch plant inspection involving observation, testing and analysis for asphalt being delivered to Buena Park jobs. ASE shall verify mix design aggregate gradation, determine binder content and stability values with written report within 48 hours.

- Alert project engineer immediately upon finding test results that fail to comply with material or testing requirements included in the project contract documents.

- Provide observation, documentation and recommendations for the processing of in-place cement treated base via full-depth reclamation. Any matters of concern will be promptly brought to the attention of the project engineer.

Additionally, ASE can provide office and field assistance during bidding and construction periods, if the need for such assistance arises. Associated Soils Engineering, Inc. (ASE) specializes in the application of engineering services to all aspects of various geotechnical evaluations.

Seismic Studies

Members of our staff and consultants team have performed Alquist-Priolo Special Seismic Zone studies for many of the faults in Southern California. These studies enable projects to be designed to accommodate and mitigate the presence of active and potentially active faults on numerous sites, which results in maximum utilization of land while incorporating seismic safety.

These studies provide seismic design criteria for many facilities including high-rise buildings, hospitals, dams, projects on ground susceptible to liquefaction and projects located on or adjacent to faults. The results of the seismic studies normally yields recommendations for mitigating earthquake hazards.

Evaluation of Excavation

Our engineering technician shall inspect and evaluate excavation of trenches and/or subgrade during any proposed improvements. When warranted, inspections will be supplemented by

our Engineering Geologist or Professional Engineer. The objective of the inspection is to ensure that the excavation for the proposed structure has exposed competent material at the bottom. If excavation results in exposure of saturated, incompetent material at the bottom, proper remediation measures will be recommended. The sides of the excavation will be inspected for any seeping water. During field observation, a technician will observe maximum permissible length of open trench, maximum and minimum width of trench, and safe access to trenches, removal and replacement of surface improvements (curbs, sidewalk, driveways, AC pavements etc.) dewatering operations, and bracing excavation.

Evaluation of Imported Earth Material to be Used as Fill

The assigned engineering technician will collect samples of the proposed fill material and take them to the soils laboratory. Appropriate soil classification tests will be performed to determine whether the fill material meets project specifications. He/she will observe the condition of the imported materials. The presence of rocks, broken concrete, or other solid material that is larger than the specified dimension (generally 4 inches) shall be brought to the knowledge of the contractor for its replacement. The contractor shall be requested to break the clods or hard lumps of earth materials greater than the required dimension before compacting the material in fill.

Evaluation of Compaction Procedures

The technician shall also evaluate the compaction procedure of backfill of any excavations to ensure that the project specifications have been followed. He/she shall inspect to determine whether the fill material is being placed in horizontal layers and is compatible to the type of compacting equipment. The compactors used for achieving the right degree of relative compaction may be sheepsfoot rollers, pneumatic-tired rollers, or any other mechanical equipment, compatible to the type of fill materials used for backfilling operations. The field technician will also inspect the moisture content of the fill material in order to ensure that the specified relative compaction is achievable with the inspected moisture content.

Testing of Compaction, Moisture Content, etc.

Our technician shall conduct compaction tests by Sand Cone Testing Method (ASTM D1556) and Nuclear Method (CAL 216/231, ASTM D 2922) to determine the relative compaction. Generally, a minimum of one compaction test will be conducted at every 300 feet of trench or lane of roadway, and backfill at 2 feet deep intervals depending upon the type of structure.

During the progress of our work, our engineering technician will prepare daily field reports. A copy of these reports will be submitted to the construction manager/resident engineer on a

daily basis. The report will include a written summary of the day's activities, a summary of all field-testing preformed, and a listing of outstanding failing tests which have not been reworked/retested. In addition, the location of all field density tests taken during the project will be plotted on a set of plans that is maintained by the field technicians on the site. The construction manager will be notified of any concrete breaking results which do not meet the required strength within 24 hours.

Testing time and the associated fees can be minimized by proficient and timely work by the Contractor and by coordination of the Project Manager with the Project Director, City Inspector and our team's Engineers and Technicians. When a larger number of tests are scheduled at one time, greater efficiency can be achieved, resulting in lower overall fees.

ASE assumes and expects that it is the contractor's responsibility to abide by all laws and regulations (CAL-OSHA) in providing for a safe workplace for site personnel. This includes, but is not limited to, providing shoring or other protective means necessary to allow our soils technician to safely perform the required work.

Special Inspection Services

Special Inspections will be conducted by our inspector to the satisfaction of City officials. Our special inspectors are qualified in Hot Mix Asphalt (HMA), structural steel, structural welding, structural masonry, batch plant inspection, rebar placement, epoxy anchors or dowel testing and piles installation operations. ASE will observe the work assigned for conformance to the approved design drawings and specifications. Our special inspectors will prepare inspection reports and submit to the City's representative. He/she will notify the Contractor of any discrepancy for correction. A final report, signed by the Engineer, stating the work is performed in conformance with the project specifications shall be submitted to the appropriate manager in charge.

Laboratory Testing

ASE's engineering technician will collect representative soil samples used for fill and backfill; and conduct laboratory testing to determine soil classification, maximum density and optimum moisture content, sand equivalent, and classification of aggregate base materials and bituminous paving mixtures to ensure compliance with the contract specifications and standards. **ASE's in-house laboratory has been accepted by the State of California Department of Transportation (Caltrans) and Division of State Architect (DSA) under the Laboratory Evaluation and Acceptance program (LEA 224), as well as AASHTO/CCRL and AMRL (Hot Mix Asphalt, Aggregate, Soil, & Portland Cement Concrete) and the City of Los Angeles.**

Our laboratory meets with applicable ASTM and Caltrans procedures. Some of the Laboratory tests offered include:

- Maximum Density-Optimum Moisture Determinations
- Consolidation Tests
- Direct Shear Tests
- Expansion Index Tests
- Sulfate Content Tests
- Atterberg Limits Determinations
- Sand Equivalent Tests
- R-Value Tests
- Sieve Analyses
- Hydrometer Analyses
- Specific Gravity Tests
- Permeability Tests
- Materials Testing
- Concrete Compression Testing
- CBR Test
- Asphalt Concrete Mix Design by Marshall or Stabilometer Method
- Field Density for Compacted Mix
- Extraction of Bituminous Materials
- Ignition Oven Determination of Various Types of Asphalt Binder Contents

Report Preparation

At the completion of our services for a given project, ASE will prepare a report that will summarize all of the work preformed on the project. The report will include our observations during construction, results of our field and laboratory testing, and a conclusion as to the project's compliance with the contract plans and specifications. Four (4) copies of the final summary report containing full records and documentation of the geotechnical and field testing work preformed will be provided.

Subcontractors

In the course of Geotechnical Investigations, ASE would often need to hire subcontractors for the boring excavations as well as for traffic control. Drilling companies often utilized by ASE include Choice Drilling, Inc., Martini Drilling, Inc. and Hamilton Drilling, Inc. for hollow stem auger drill rigs and Al-Roy Drilling, Inc. for bucket auger drill rigs. Traffic Control plans and onsite services are generally subcontracted to E-Nor Innovations, Inc. Occasionally it is desired to test soils for contamination. ASE utilizes Advanced Technology Laboratories (ELAP No. 1838) for lab testing and SCS Engineers Environmental Consultants if any environmental recommendations are needed.

4.0 FIRM RESOURCES / CAPABILITIES

ASE is uniquely qualified to provide the geotechnical services outlined in the RFP to the City of Garden Grove. Our team of Engineers and Geologists has over one hundred combined years of experience in all manner of geotechnical engineering, engineering geologic and material testing services. Within the last ten years ASE has provided geotechnical and material testing services on hundreds of municipal projects.

Current Workload

Currently, ASE has on-going and incoming projects of various workloads. ASE is capable of completing these tasks, as well as any incoming City tasks. ASE responds to our client's needs with planning and assigning a management team tailored to meet the specific requirements and deadlines of each project. To accomplish this goal, a project manager is assigned during proposal preparation, will be responsible for the day-to-day project activities and for planning, coordinating, scheduling, and meeting budget requirements. ASE has a commitment to provide geotechnical Engineering services with a high degree of professional excellence and proficiency. ASE anticipates over the next 6 to 12 months expanding our personnel, as necessary, to accommodate any increase in workload due to incoming projects from the City.

Insurance

ASE maintains in full force and effect, insurance policies covering General Liability, Automobile Liability, Professional Liability and Worker's Compensation.

Contact Information

Name of Proposed Project Manager	Edward C. (Ted) Riddell
Name of Firm	Associated Soils Engineering, Inc.
Address	2860 Walnut Avenue Signal Hill, California 90755
Office Phone No	(562) 426-7990
FAX No	(562) 426-1842
Email	ted@associatedsoils.com

Corporate Information

Legal Name of Firm	Associated Soils Engineering, Inc.
Legal Entity	California Corporation
Federal Tax ID No	95-2896496
Company Owner	Edward C. (Ted) Riddell

APPENDIX A

PROFESSIONAL FEE SCHEDULE

ASSOCIATED SOILS ENGINEERING, INC.

2860 WALNUT AVE. – SIGNAL HILL, CA - 90755 - PHONE 562-426-7990 - FAX 562-426-1842

JANUARY 2023 FEE SCHEDULE

ENGINEERING & TECHNICAL SERVICES (Rate per Test)

Principal Engineer/Geologist	$ 200.00	Certified Pile Inspector (Drilled/Driven/Tieback)	$ 130.00
Project Engineer/ Geologist	$ 180.00	Registered Deputy Inspector (ICC, DSA, Cities, Counties etc.)	$ 125.00
Staff Engineer/Geologist	$ 160.00	Registered Deputy Grading Inpsector (ICC, Cities, Counties etc.)	$ 120.00
Supervising Technician (Lab/Field)	$ 130.00	Laboratory Technician	$ 95.00
Field Technician	$ 95.00	Technical Typist	$ 90.00
Field Technician/Deputy Inspector (Prevailing Wage)	$ 145.00	Technical Illustrator	$ 90.00
Field Support Services	$ 90.00	Field/Lab Assistant	$ 90.00
Office Services	$ 90.00	Expert Witness (Preparation & Court – 4 hr. min.)	$ 650.00
Soil-Cement Mix Design and Testing	Quote (min. $3,500)		

LABORATORY TESTING & CORING SERVICES (Rate Per Test)

Classification & Index Tests		**Compaction & R-Value Tests**	
Sand Equivalent (Cal 217 or ASTM D2419)	$ 95.00	Max Density/Opt. Moisture ASTM D1557 (Method A and B)	$ 210.00
Atterberg Limit (LL&PL per ASTM D4318-D84)	$ 200.00	Max Density/Opt. Moisture ASTM D1557 (Method C)	$ 240.00
Shrinkage Factors (ASTM D427)	$ 150.00	Max Density/Opt. Moisture California 216	$ 210.00
Sieve Analysis including Hydro (ASTM D422)	$ 185.00	R-Value Natural Soil (Cal 301 or ASTM 2844)	$ 325.00
Sieve Analysis – retained 200 mesh	$ 120.00	R-Value Cement or Lime treated Soil (Cal 301 or ASTM 2844)	$ 350.00
200 Wash	$ 75.00	R-Value Aggregate Base (Cal 301 or ASTM 2844)	$ 350.00
Moisture Content (ASTM D2216)	$ 40.00	CBR (ASTM D1883) - Soil	$ 370.00
Moisture Content & Dry Density – Ring (D2937)	$ 60.00	CBR – Base	$ 450.00
Moisture Content Dry Density – Shelby Tube	$ 60.00	**Consolidation & Expansion Tests**	
Specific Gravity – Soil	$ 180.00	Consolidation ASTM D2435 (Method A)	$ 220.00
Strength Tests		Consolidation ASTM D2435 (Method B)	$ 380.00
Direct Shear UU (1 point)	$ 120.00	Time Rate per Load Increment	$ 65.00
Direct Shear UU (3 points)	$ 225.00	Expansion Index (2.5" Diameter Specimen)	$ 145.00
Direct Shear CD (3 points)	$ 260.00	Expansion Index (4.0" Diameter Specimen)	$ 165.00
Unconfined Compression	$ 290.00	Single Load Swell or Collapse Test	$ 150.00
Residual Shear (3 Shear)	$ 280.00	**Asphalt Concrete Tests**	
Soil Chemistry Tests		Mix Design by Marshall or Stabilometer Method	Quote
Sulfates	$ 95.00	Field Density for Compacted Mix (Cal 308) ≤ 4" diameter each	$ 75.00
Chlorides	$ 95.00	> 4" diameter each	$ 85.00
Ph	$ 95.00	Thickness of Compacted Mix	$ 50.00
Resistivity	$ 120.00	Theoretical Max. Sp. Gravity & Density of Bituminous Mixtures (ASTM D 2071)	$ 210.00
Corrosivity Suite (So4, Cl, pH, Resistivity)	$ 340.00	Extraction of Bitumen Mat., % Oil in mix (ASTM D2172, Meth. A)	$ 190.00
Diamond Coring		Maximum Density Determination (Cal 304, 2 pt. Avg.)	$ 230.00
2" to 6" Diameter	$ 90.00	Stability Value (Cal 366) - 3 Points	$ 330.00
8" to 9" Diameter	$ 100.00	Extraction of Bitumen Material by Ignition Method	$ 260.00
Hourly Charge Portal-to-Portal/Standby Time	$ 200.00	**Aggregate & Base Course Tests**	
Minimum Charge	$ 380.00	Durability of Aggregate (Cal 229)	$ 320.00
Compression Tests		Sieve Analysis, Fines Only (ASTM C136)	$ 120.00
Compression Test 6"x12" Cylinders incl Hold (ASTM C39) each w/ cert.	$ 30.00	Sieve Analysis, Fines & Coarse (ASTM C136 or (Cal 202)	$ 170.00
Compression Test, 2", 4" and 6" Cores (ASTM C42) each	$ 80.00	Cleanness Value CTM 227	$ 165.00
Mortar Compression each	$ 45.00	Sp. Gravity, Fine aggregate incl. % Absorption (ASTM C128)	$ 180.00
Grout Prism Compression each	$ 60.00	Sp. Gravity, Coarse Aggregate incl. % Absorption (ASTM C127)	$ 160.00
Masonry Prisms (set of 4)	$ 200.00	Abrasion Resistance-LA Rattler, 100-500 rev. (ASTM C131)	$ 290.00
Shotcrete Panel (incl. coring, capping and breaking up to 4 cores)	$ 350.00		

BASIS OF CHARGES

Regular Hours: Monday to Friday-7:00 AM to 4:00 PM
Overtime Hours: 1.5 times regular rate over 8 hours per day, night shifts and Saturdays. 2 times regular rate on Sundays, Holidays and work days over 12 hours.

Minimum Charge: 2-hour minimum for show-up if not cancelled two (2) hours prior to arrival. 4-hour minimum if inspection is greater than four (4) hours.
Charges for all field work will be computed on a portal-to-portal basis and all portal-to-portal technician mileage is billed at **$0.80/per mile**. Field work will be billed on a time and material basis unless quoted otherwise.

Advance Notification: A ***minimum*** *24-hour lead time*, excluding week-ends and public holidays, is required from the Client for any field or laboratory services requested.
On **prevailing wage projects**, client must provide correct project DIR number when initiates the request for service. In complaince with CA DIR law, client also needs to provide **72-hour advance notice** when scheduling for field service.

Laboratory Tests: Laboratory test rates listed above exclude time and material cost of obtaining the samples. Outside equipment/services, if applicable, will be billed based on ASE's cost plus 15%. **Rush laboratory tests** will require client's written approval for laboratory technician **overtime rates.**

Signature: If client's site suprevisor is not on site to sign the Daily Reports prepared by ASE's technicians/deputy inspectors prior to their departure from site, ASE's technicians/deputy inspectors have been instructed to write "not on site" on all such reports. The content and chargeable time presented on such reports will be considered acceptable to Client UNLESS prior arrangement of acknowledeging such reports is made by the client and agreed to by ASE. If ASE's technicians/deputy inspectors are requested by the client to wait/find a signator (including going to another site and/or returning at another time), the client will be charged for the time rendered by ASE's technicians/deputy inspectors at our regular hourly rates.

Engineering reports (up to 5 copies) shall be billed on a time and material basis with a **minimum charge of $600.00.** Additional copies will be furnished at a cost of $0.75 per page, plus $20.00 for binding. Any plan/report that requires the signing/stamping of a CA-registered Civil Engineer or Geotechnical Engineer will be billed a minimum of one hour of the current Principal Engineer rate.

Fees charged are for professional and technical services and are due upon presentation. If not paid within thirty (30) days of invoice, they are considered past due and a finance charge of 1½% per month will be added to the unpaid balance (18% annual rate).

*Rates valid through December 31, 2023

APPENDIX B

RESUMES OF KEY PERSONNEL

EDWARD (TED) RIDDELL, P.G., C.E.G
PRESIDENT, PRINCIPAL GEOLOGIST

EDUCATION

B.A., Geological sciences, University of California, Santa Barbara, California, 1985

PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

Registered Geologist, California, # 5657
Certified Engineering Geologist, California, # 1775

QUALIFICATIONS AND EXPERIENCE

Mr. Riddell has nearly 30 years of experience in all phases of geotechnical projects. He has managed or worked on projects for public and private sectors including planning, geologic mapping, coordinating, conducting and writing of preliminary investigations, supervision, direction of field personnel and site inspections during grading to final drafting and report writing of completed projects.

Representative geotechnical projects that have been directed or managed by Mr. Riddell include:

- **City of Santa Fe Springs, Los Angeles County, California** – Project Manager/Engineering Geologist for Pavement Rehabilitation/Reconstruction of 10 Commercial/Light Industrial Streets, existing pavement evaluation & recommendations for rehabilitation or replacement, visual evaluation of pavements, coordinate AC coring and soil borings, analyze laboratory data, preparation of report including evaluation of subgrade soils, pavement overlays and new pavement sections.

- **City of Garden Gove, Orange County, California** – Project Manager/Engineering Geologist for Pavement Rehabilitation/Reconstruction of 8 City Streets varying from local residential streets to collectors and arterials, existing pavement evaluation & recommendations for rehabilitation or replacement, visual evaluation of pavements, coordinate AC coring and soil borings, analyze laboratory data, preparation of report including evaluation of subgrade soils, pavement overlays and new pavement sections.

EDWARD (TED) RIDDELL, R.G., C.E.G
PRESIDENT, PRINCIPAL GEOLOGIST

QUALIFICATIONS AND EXPERIENCE (continued)

- **City of Seal Beach, Orange County, California** – Project Manager/Engineering Geologist for Pavement Rehabilitation/Reconstruction of Beverly Manor Drive, existing pavement evaluation & recommendations for Full Depth Reclamation (FDR), coordinate AC coring and soil borings, analyze laboratory data, preparation of report including evaluation of subgrade soils, pavement overlays and new pavement sections, followed by management of the operations of the geotechnical personnel (field & Lab) during the reclamation and new pavement overlay for the project.

- **La Habra, Orange County, California** - As project geologist, Mr. Riddell performed a geotechnical investigation for a 400+ acre master planned residential/golf community on a former oil field, followed by management of the operations of the geotechnical personnel during the rough grading of the project. Duties during grading included field geologic mapping, large ancient landslide complex removals and stabilization, slope stability analyses, in-grading recommendations for remedial grading, and preparation of geotechnical reports and geologic maps.

- **Rancho Mission Viejo, Orange County, California** - As project geologist, Mr. Riddell performed a geotechnical investigation for a sand and gravel mining operation. The investigation was done to determine the extent of the remaining minable material as well as a geotechnical review of the potential reclamation plan. Mr. Riddell utilized field geologic mapping, subsurface analyses and seismic refraction surveys in preparing the analyses.

PROFESSIONAL HISTORY

President, Principal Engineering Geologist, Associated Soils Engineering, Inc., Signal Hill, California
Staff and Project Geologist, GeoSoils, Inc., Santa Ana, California

PROFESSIONAL SOCIETIES

Association of Engineering Geologists
South Coast Geologic Society
California Geotechnical Engineers Association
Asphalt Pavement Association

LAWRENCE J.D. CHANG, P.E.
PRINCIPAL ENGINEER (CA RCE 67987; RGE 2881)

EDUCATION

PhD. Candidate, Geotechnical Engineering, Nanyang Technological University, Singapore, 1997

M.S. Geotechnical Engineering, University of California, Davis, 1988

B.S. Civil Engineering, Chung Yuan Christian University, Taiwan, 1983

QUALIFICATIONS AND EXPERIENCE

- **Associated Soils Engineering, Inc., Signal Hill, CA** – Analysis & quantification of seismic and geological hazards; Computation and design of foundation systems; Formulation and optimization of foundation distress repair and mitigation; Supervision and management of soils and materials testing laboratory; Review and certification of QC & QA testing and inspection documents; Field inspection and consultation; Design and recommendation of pavement sections and roadway rehabilitation.

  Soils Engineer of Record of notable projects including New Pier Construction at Dana Point Ocean Institute, New Construction and Improvements of Newport Harbor Yacht Club, Development and Renovation of Lido Marina Village in Newport Beach, Mixed Development (Casino, Retail Centers and Resort) along Colorado River in Needles, Renovation and Improvements at Hollywood Bowl, Museum of Flying in Santa Monica, Marymount College Expansion in Rancho Palos Verde, Facility Improvements at Boeing – Long Beach and Boeing – Seal Beach, Various capital improvement projects at Cities of Signal Hill, Lakewood, Artesia, Bellflower, Gardena, Glendale, West Covina, Garden Grove, Westminster, Victorville, Seal Beach, Cerritos, Santa Fe Springs, and Santa Monica, Student Recreation Center at Cal State, Long Beach, Various school development projects for Santa Ana USD, Lawndale USD, Long Beach USD, Torrance USD, Rosemead USD, La Habra USD, and San Gabriel USD, Fisher House for VA Hospital in West Hollywood, and Various facility improvement projects at Olive View Medical center, Harbor-MLK Medical Center, and Rancho Los Amigo Medical Center.

- **Testing Engineers – US Labs, Santa Ana, CA** – Co-ordination & supervision of soils and materials testing laboratory; geotechnical site investigation, engineering analysis & report writing; review/certification of QC & QA testing and inspection documents.

  Management/involvement of highway/roadway construction projects such as City of Los Alamitos Roadway Rehabilitation Project, Fed Ex Ground- L A Hub Pavement Rehabilitation, Camp Pendleton Marine Corps Base Roadway, Staging and Parking Development, Harbor Blvd. Rehabilitation in City of La Habra, City of West Hollywood Roadway Rehabilitation.

- **Synergy World Group Ltd., Taiwan** – Overall project co-ordination, administrative, personnel and budgetary responsibility of geotechnical and geo-environmental projects in Malaysia and Greater China. Initiation, compilation, presentation and negotiation of project proposals or contracts for residential, commercial, industrial and infrastructure projects. Geotechnical & geo-environmental value engineering study & appraisal. Participation of projects such as TAIPEI 100 Building, Taiwan High-Speed Railroad Project, and North-South Highway Pavement & Slope Stabilization in Malaysia.

- **RoyalHub Pte. Ltd., Singapore** – Infrastructure project proposals and planning for government agencies. Township planning & construction in China incorporating advanced geotechnical and geo-environmental engineering features. R&D project leader in re-utilization of recycled industrial wastes for geotechnical application.

- **Shin Hwa Cheong Development. Co. Pte. Ltd, Singapore** – Overall in charge of planning, design, and construction phases of various commercial and residential projects in Singapore, Malaysia and China. Development of innovative construction method in deep excavation in very soft clay.
- **Professional Service Industries, Inc., San Diego** – Participation as project engineer in projects such as Denver International Airport, Orange County Juvenile Court and Detention Facility, Camp Pendleton Marine Corp Base, hospitals in Azusa and Thousand Oaks, Hesperia High School in Riverside, golf resort in Rancho Mirage, New Civic Center in Escondido, and San Francisco International Airport Expansion.

- **American Engineering Lab., Inc. San Diego** – Participation of on-site drilling, sampling and logging, pile driving inspection (both land and marine based), caisson drilling inspection, fill earth compaction testing, laboratory testing result analysis and geotechnical investigation report writing, groundwater percolation sampling & monitoring.

JOHN R. WHITNEY, P.G., C.E.G
SENIOR PROJECT GEOLOGIST

EDUCATION

B.S., Geology, California Lutheran University
Post-Graduate Studies, California State University, Los Angeles

PROFESSIONAL REGISTRATIONS AND CERTIFICATIONS

Professional Geologist, California, #6661
Certified Engineering Geologist, California, #1929

QUALIFICATIONS AND EXPERIENCE

Mr. Whitney, a registered engineering geologist with over 22 years of professional geotechnical experience, specializes in geotechnical investigations, construction observation and structural distress investigations. He has worked on or managed a wide range of geotechnical projects involving private and public sector clients in Ventura, Los Angeles, Orange, San Bernardino, Riverside, and San Diego Counties. Projects have included residential and commercial development, water tanks, earth dams, and distressed ground stabilization. Mr. Whitney is regularly involved in development projects from early conceptual stages through final construction stages.

- As soils technician and field, staff and project geologist, observed and tested fill placement, performed geologic observations, provided remedial grading recommendations, managed field personnel, directed materials testing/inspections, and prepared final geotechnical reports. Projects have included residential development, commercial buildings, schools and dams. Many of these projects have involved earthwork in excess of one million cubic yards each.

- As field, staff and project geologist, managed and performed preliminary geotechnical investigations designed to identify and develop mitigation recommendations for landslides, earthquake faulting, liquefaction, ground settlement, high groundwater tables, and other geologic hazards. The work performed included geologic field mapping, aerial photograph analysis, exploratory excavations (borings and trenches), and geophysical remote sensing; interpretation of field data collected; and the preparation of reports, geologic maps and cross sections. The above work has been performed for single-family residential, large residential tract developments, commercial buildings, schools, hospitals, and public works projects.

JOHN R. WHITNEY, R.G., C.E.G
SENIOR PROJECT GEOLOGIST

QUALIFICATIONS AND EXPERIENCE (continued)

- Performed slope distress investigations, including surficial failures and landslides, to determine cause and recommendations for repair.

- Performed structural distress investigations for residential and commercial buildings to determine cause of distress and recommendations for repair.

PROFESSIONAL HISTORY

Senior Project Geologist, Associated Soils Engineering, Inc., Signal Hill
Associate Geologist, Petra Geotechnical, Inc., San Diego and Costa Mesa
Soils Technician, Staff and Project Geologist, GeoSoils, Inc., Santa Ana

PROFESSIONAL SOCIETIES

Association of Engineering Geologists
South Coast Geologic Society
San Diego Association of Geologists

DONALD ZIKE
LABORATORY MANAGER

EDUCATION

Lakewood High School – 1976
Long Beach City College – General Studies (2 ½ Years)

PROFESSIONAL CERTIFICATIONS

Caltrans Accreditation
AMRL Accreditation
CCRL & AMRL Proficiency Sample Programs
Caltrans Reference Sampling Program
DSA Acceptance (LEA)
CCRL Accreditation
ACI Concrete Strength Tech
Asphalt Pavement Association

PROFESSIONAL EXPERIENCE

1985 to Present Associated Soils Engineering, Inc.

Laboratory Supervisor: Oversees and performs the physical testing of soils and aggregates for use in designing structural elements for building purposes, asphaltic concrete, PCC; (Pacific Coast Concrete), and ballast material. Responsible for training laboratory technicians in performance of laboratory tests, and keeping up with Caltrans, CCRL and AMRL accreditations.

1978 to 1983 Laboratory Technician: Perform physical testing of soils and aggregates as directed by the Laboratory Supervisor. Train in duties of field compaction control technician and asphaltic concrete batch plant inspection and quality control.

1977 to 1978 Draftsman: Perform all drafting duties – Plot Plans, Consolidation and Sieve Analysis Graphs, Slope Stability Sections. Minor clerical duties. Train in duties of Laboratory Technician

CRAIG WEATHERHOLT
SENIOR FIELD TECHNICIAN

PROFESSIONAL CERTIFICATIONS
CAL OSHA 40hr. Certified
Nuclear Gauge Certified
Caltrans Certified
ACI Certified
City of Irvine – Asphalt Certified

PROFESSIONAL EXPERIENCE

1996 – Present **Associated Soils Engineering, In.**
2860 Walnut Avenue
Signal Hill, California 90755
Senior Soils Field Technician – Primary job duties - Soil backfill observation and compaction testing (Nuclear Certified), footing inspection, pile inspection, lagging and shoring inspection, asphalt plant inspection, asphalt laydown inspection, commercial grading, utility trench and street compaction testing, Haz Mat certified (40 hour Hazwoper), in-lab soil testing, concrete and slump testing, ACI certified for concrete sampling and testing, SNSF metrolink UP/SP trained.

1991 – 1996 During this time out of necessity I helped with the care of my daughter who has special needs. To help with expenses, worked part-time with several companies listed below:
Robert's Construction Co. – Primary job duties – general labor.
Joe Logan Trucking – Primary job duties – loading & unloading trucks.
Green Meadows Farm Productions – Primary job duties – tour guide.

1987 – 1990 **Geo Soils, Inc.**
6634 Valjean Avenue
Van Nuys, California 91406
Senior Soils Technician – Primary job duties – Fill control, compaction testing, hillside grading, report preparation, certified nuclear gauge operator, site inspections for drilling access, footing, caisson, wall and drain inspections.

1979 – 1986 **Soils & Geology, Inc. (Formerly Triad Foundation Engineering)**
City of Industry, California
Laboratory Manager – Primary job duties – Delegated and distributed work to assistants, scheduled testing, responsible for program completion, logged all paper, ran R-Values, consolidation and shear tests, classified boring samples, took moisture and density calculations.
Laboratory and Field Technician – Primary job duties – Fill control and density test (sand cone), concrete sampling – slum test and compression testing, mortar, grout, cinderblock and other core samples, maximum density and expansion indexes, sieves and mechanical analysis, permeability tests and liquid limit, sand equivalent test and specific gravity's.

PROFESSIONAL SERVICES AGREEMENT

NO. 23-34

DATE: **11/01/2023**

PROJECT: **On-Call Professional Geotechnical Inspection and Material Testing Services**

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: **Mina Mikhael**

Title: **Director of Public Works/ City Engineer**

Telephone: **(714) 562-3672**

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

THE CONSULTANT **Associated Soils Engineering, Inc.**

Name of Business

Representative: Name: **Edward C. Riddell**

Title: **President**

Telephone: **(562) 426-7990**

Address: **2860 Walnut Avenue,**
Signal Hill, CA 90755

TERM OF SERVICE:

Commencement Date: **November 1, 2023**

Completion Date: **October 31, 2025**

CONTRACT AMOUNT: **No Guaranteed Minimum; Total Value Not-to-Exceed $200,000**

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

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

APPROVED: _____ DATE: _____

This Agreement for On-Call Professional Surveying Services ("Agreement") is dated **November 1, 2023**, and is between **Associated Soils Engineering, Inc.**, a California corporation (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT and the CITY are sometimes referred to herein jointly as the "Parties" and singularly as "Party".

R E C I T A L S

A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to provide and perform on-call professional surveying services on the terms and conditions set forth herein (collectively, the "Services").

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

The Parties therefore agree as follows:

1.0 EMPLOYMENT OF CONSULTANT. The CITY hereby engage the CONSULTANT to provide, and the CONSULTANT hereby agrees to provide for the City, the Services described on the terms and conditions set forth in this Agreement.

2.0 SCOPE OF SERVICES. During the term of this Agreement, the CONSULTANT shall provide and perform the on-call professional surveying services that are set forth in *CONSULTANT's PROPOSAL* dated October 6, 2023 and attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction and subject to receipt of a written task order from the City. The Public Works Director is the task administrator for this Agreement ("Designated Official"), and the CONSULTANT shall provide the Services under the direction of the Desiganted Official (or his/her designee). The CONSULTANT shall commence performance of the Services upon receipt of a written notice or task order from the Designated Official authorizing the CONSULTANT to proceed, and only to the extent of such authorization or task order. The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice to proceed or task order from the Designated Official and shall perform the Services in a timely, and diligent manner.

4.0 TERM. The term of this Agreement shall commence on **November 1, 2023**, and shall remain in full force and effect until **October 31, 2025**, unless sooner terminated as provided in Section 10 of this Agreement.

5.0 COMPENSATION. The CONSULTANT shall perform the Services described in each task at the direction of the CITY, and CITY shall pay CONSULTANT in consideration for such Services on a time and materials basis as enumerated in the fee schedule included in CONSULTANT's PROPOSAL attached hereto as Exhibit "A". The maximum "NOT-TO-EXCEED"

compensation amount, including reimbursement for expenses, if any, that the CONSULTANT is entitled to receive pursuant to this Agreement shall equal to the total value of task orders for Services approved by the City, provided that in no event shall the aggregate compensation paid to CONSULTANT under this Agreement exceed the sum of TWO HUNDRED THOUSAND DOLLARS (**$200,000**). No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit A, or, if not specified, at a rate agreed to by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

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

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

8.0 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. 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. 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. 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.

9.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, 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 Consultant's negligence or intentional misconduct in the performance of its services under this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY and the Indemnitees. The CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

9.1 Indemnity for Design Professional Services. To the fullest extent permitted by law, and subject to the provisions of California Civil Code 2782.8, the CONSULTANT shall, at its sole cost and expense, indemnify and hold harmless the CITY, its elected officials, officers, employees, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of the CONSULTANT, or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that the CONSULTANT shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code § 2782.8(c)(2).

9.2 Other Indemnities. Other than in the performance of professional design services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, to protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all direct (but not consequential) damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligent acts or omissions or willful misconduct of CONSULTANT, 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, except to the extent that Damages arise or result from the negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall, subject to the provisions of Civil Code 2782.8, defend the Indemnitees in any action or actions filed in connection with any

Damages, 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 the Indemnitees in connection therewith.

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

9.4 The CONSULTANT's covenant under this Section 9.0 shall survive theexpiration or termination of this Agreement for the period of any applicable statute of limitations governing a claim.

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

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

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

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

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

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

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

(d) Professional Liability Insurance

12.2 Minimum Limits of Insurance. The CONSULTANT shall maintain insurance coverage limits not 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 the Services/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages.

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

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

(d) Professional liability: $1,000,000 per claim, with an extended reporting period of not less than 2 years.

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

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

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

(b) Additional Insured Endorsements shall not:

(1) Be limited to “Ongoing Operations”;

(2) Exclude “Contractual Operations”;

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

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

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

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

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

12.5 Other Insurance Provisions. The CONSULTANT and the CITY further agree as follows:

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

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

(d) Any actual or alleged failure on the part of the 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 the CITY or any additional insured, in this or any other regard.

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

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

12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

12.7 Verification of Coverage. The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the CITY or on such other forms approved by the CITY in writing, and amended to conform to the CITY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the CITY prior to the expiration of the affected coverages. The CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the CITY upon request.

12.8 Subcontractors. The 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 Servicesby the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

13.0 WORK PRODUCT.

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

13.2 Ownership.

(a) 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 the CONSULTANT in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of the 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 the CITY upon final payment being made. The CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

(b) The CONSULTANT hereby assigns to the 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 the CITY pursuant to subsection (a) above.

(c) The 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, the 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. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the 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 the 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 the 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 the 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. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Servicesassigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

13.4 Records. The 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 the CITY or the Designated Official. The 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,

the CONSULTANT shall provide access to such books and records to the Designated Official, or his or her designees, and shall give the Designated Official, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the 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 the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "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. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

15.2 Permits and Licenses. The 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 the performance of services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval , perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

15.4 Waiver. No delay or omission to exercise any right, power or remedy accruing to the CITY under this Agreement shall impair any right, power or remedy of the CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by the

CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

15.5 Accomplishment of Services. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

15.6 Captions for Convenience Only. 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.

15.7 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.

15.8 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 the CONSULTANT's and the CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

15.9 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.

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

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies. Further, this Agreement may call for services that, in whole

or in part, constitute “public works” as defined in the California Labor Code. Therefore, as to those services that are “public works,” the CONSULTANT shall comply in all respects with the all applicable provisions of the California Labor Code, including those set forth in Exhibit B, attached hereto.

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

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

15.15 Integrated Agreement and Modificaiton of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between the CITY and the 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.

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

15.17 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY’s request for proposals, if any, shall prevail.

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

APPROVED: _____ DATE: _____

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

CITY OF BUENA PARK	CONSULTANT*
a California municipal corporation	**Geo Advantec, Inc.**
	Name of Business
_____	_____
Signature	Signature
Name: Aaron France	Name: **Edward C. Riddell**
Title: City Manager	Title: **President**
	_____
	Signature
	Name: _____
	Title: _____

* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.**

ATTEST:
(SEAL)

_____
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

_____
Christopher G. Cardinale, City Attorney

APPROVED: _____ DATE: _____

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION APPROVING A REORGANIZATION PLAN FOR THE COMMUNITY DEVELOPMENT DEPARTMENT AMENDING THE BUENA PARK MANAGEMENT UNIT COMPENSATION PLAN TO ADD THE SUSTAINABILITY MANAGER JOB CLASSIFICATION SPECIFICATION AND SALARY RANGE

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	NEW BUSINESS Item: B

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

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve the new job classification specification of Sustainability Manager; 2) Adopt a Resolution amending the Buena Park Management Unit Compensation Plan to add the Sustainability Manager classification and salary range; and, 3) Approve a budget amendment in the prorated amount of $111,500 from the general fund balance for the remainder of the current fiscal year.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

At the January 10, 2023, City Council meeting, Council Member Castañeda requested a discussion regarding the creation of a new Office of Sustainability Division within the City and the creation of a new position similar to a Chief Heat and Resilience Officer to be brought before the City Council for consideration.

At the May 23, 2023, City Council meeting, a report was presented during Study Session on the creation of a new Office of Sustainability Division. The City Council directed staff to move forward with developing a Climate Action Plan by a consultant and discussed additional staffing for implementation of the Climate Action Plan to be incorporated in the next fiscal year’s budget at a subsequent City Council meeting. Given this direction, staff recommends proceeding with the process of reorganizing the Community Development Department by creating a new Sustainability Manager position and job classification specification to reflect the essential job functions and assist with leading and developing a Climate Action Plan.

With this reorganization, the Sustainability Manager will report directly to the Director of Community Development. This structure provides greater efficiency and flexibility across multiple specialties within the Community Development

Department, as well as collaboration with the Public Works Department and the City Manager’s Office, and provides a career ladder for existing employees’ progression.

The primary responsibilities of the new Sustainability Manager position will consist of the following:

- Performs complex, specialized, and professional-level analytical and policy-related responsibilities within the Sustainability Division, including assisting in the coordination of projects, programs, and priorities related to the City’s sustainability goals. Establishes benchmarks and methods for monitoring and reporting performance.
- Acts as liaison to the public, the Climate Action Commission, City departments, county, state and federal agencies, and other key stakeholders regarding City-wide sustainability issues.
- Participates in the selection of consultants and contractors for activities and services that promote environmental, economic, and social sustainability. Monitors, evaluates, supervises, and recommends changes to plans, policies and procedures, and staffing to achieve the City’s goals and objectives of the Sustainability Division.
- Works collaboratively with other departments to prepare, administer, and implement the City’s Climate Action Plan and provides updates to the City Manager, City Council, and the community.
- Keeps up-to-date with new trends, technology, innovative practices, and changes to developments in the field of sustainability and the environment and makes recommendations as needed.
- Responsible for executing and managing large contracts related to the Sustainability Division of the Community Development Department.
- Develops the Sustainability Division Annual Budget, including project budgets, work plans, and multi-year forecasts.

Staff reviewed the salary range for comparable agencies with similar positions. Staff recommends that the monthly salary range for the Sustainability Manager be at range 818, which is $10,785-$13,076 per month.

The adoption of this resolution is necessary since pursuant to Personnel Rules and Regulations of the City of Buena Park, Rule VI, Section 4, new or revised job classification specifications must be submitted to the City Council for approval. In addition, pursuant to Personnel Rules and Regulations of the City of Buena Park, Rule VII, Section 2, proposed compensation plans must be submitted to the City Council for approval.

The class specification for the Sustainability Manager will be provided under separate cover.

BUDGET IMPACT

The increase in personnel costs to implement this proposal is approximately $223,000 per year in total compensation. Staff requests approval of a budget amendment in the prorated amount of $111,500 from the general fund balance for the remainder of the current fiscal year.

Attachments

Reso Sustainability Manager Classisfication.pdf

Exhibit A - MGMT Salary Schedule 2023.10.24 (Sustainability Manager).pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A REORGANIZATION PLAN FOR THE COMMUNITY DEVELOPMENT DEPARTMENT AMENDING THE BUENA PARK MANAGEMENT UNIT COMPENSATION PLAN TO ADD THE SUSTAINABILITY MANAGER JOB CLASSIFICATION SPECIFICATION AND SALARY RANGE.

WHEREAS, it is the desire of the City Council to reorganize the Community Development Department to account for changes within the organization, and new responsibilities; and

WHEREAS, Rule VI, Section 4, of the City of Buena Park Personnel Rules and Regulations provides that revisions to the classification plan shall be effective upon adoption of resolution by City Council.

WHEREAS, it is the desire of the City Council amend the City's Classification Plan to adopt the Job Classification of the Sustainability Manager; and

WHEREAS, it is the desire of the City Council to amend the Compensation Plan of the Buena Park Management Unit to include the new job classification and salary range for the Sustainability Manager.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine, and order as follows:

Section 1: The job classification of the Sustainability Manager as described in Attachment No. 1 of this resolution is hereby approved;

Section 2: COMPENSATION PLAN AMENDED. Exhibit "A" of the Buena Park Management Unit Salary Schedule of Resolution No. 14722 is hereby deleted in its entirety and a new Exhibit "A" of the Buena Park Management Unit Salary Schedule, Attachment A to this resolution, is hereby approved effective October 21, 2023, which is the beginning of the pay period.

PASSED AND ADOPTED this 24th day of October 2023, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 24th day of October 2023.

_____
City Clerk

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE OCTOBER 21, 2023

		Step 1			Step 2			Step 3			Step 4			Step 5		
Position	Range	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Assistant City Clerk	800	40.29	6,984	83,803	42.24	7,322	87,859	44.32	7,682	92,186	46.47	8,055	96,658	48.74	8,448	101,379
Assistant City Engineer	820	65.33	11,324	135,886	68.54	11,880	142,563	71.91	12,464	149,573	75.46	13,080	156,957	79.18	13,725	164,694
Associate Engineer	810	51.29	8,890	106,683	53.81	9,327	111,925	56.46	9,786	117,437	59.21	10,263	123,157	62.12	10,768	129,210
Building and Safety Manager	812	53.81	9,327	111,925	56.47	9,788	117,458	59.22	10,265	123,178	62.13	10,769	129,230	65.17	11,296	135,554
Code Enforcement Supervisor	806	46.59	8,076	96,907	48.85	8,467	101,608	51.23	8,880	106,558	53.73	9,313	111,758	56.35	9,767	117,208
Community Services Supervisor	801	41.28	7,155	85,862	43.30	7,505	90,064	45.42	7,873	94,474	47.65	8,259	99,112	49.96	8,660	103,917
Community Services Supervisor - Y Rate	808	42.59	7,383	88,590	44.67	7,743	92,917	46.88	8,125	97,506	49.16	8,521	102,248	51.56	8,938	107,252
Economic Development Administrator	820	65.33	11,324	135,886	68.54	11,880	142,563	71.91	12,464	149,573	75.46	13,080	156,957	79.18	13,725	164,694
Facilities and Parks Superintendent	806	46.59	8,076	96,907	48.85	8,467	101,608	51.23	8,880	106,558	53.73	9,313	111,758	56.35	9,767	117,208
Finance Manager	814	56.49	9,792	117,499	59.23	10,267	123,198	62.16	10,774	129,293	65.22	11,305	135,658	68.44	11,863	142,355
Fleet Maintenance Supervisor	800	40.29	6,984	83,803	42.24	7,322	87,859	44.32	7,682	92,186	46.47	8,055	96,658	48.74	8,448	101,379
Human Resources Manager	814	56.49	9,792	117,499	59.23	10,267	123,198	62.16	10,774	129,293	65.22	11,305	135,658	68.44	11,863	142,355
Operations Manager	820	65.33	11,324	135,886	68.54	11,880	142,563	71.91	12,464	149,573	75.46	13,080	156,957	79.18	13,725	164,694
Principal Engineer	814	56.49	9,792	117,499	59.23	10,267	123,198	62.16	10,774	129,293	65.22	11,305	135,658	68.44	11,863	142,355
Planning Manager	812	53.81	9,327	111,925	56.47	9,788	117,458	59.22	10,265	123,178	62.13	10,769	129,230	65.17	11,296	135,554
Public Works Manager	814	56.49	9,792	117,499	59.23	10,267	123,198	62.16	10,774	129,293	65.22	11,305	135,658	68.44	11,863	142,355
Purchasing Manager	814	56.49	9,792	117,499	59.23	10,267	123,198	62.16	10,774	129,293	65.22	11,305	135,658	68.44	11,863	142,355
Sewer Services Superintendent	806	46.59	8,076	96,907	48.85	8,467	101,608	51.23	8,880	106,558	53.73	9,313	111,758	56.35	9,767	117,208
Sr. Human Resources Analyst	810	51.29	8,890	106,683	53.81	9,327	111,925	56.46	9,786	117,437	59.21	10,263	123,157	62.12	10,768	129,210
Sr. Management Analyst	810	51.29	8,890	106,683	53.81	9,327	111,925	56.46	9,786	117,437	59.21	10,263	123,157	62.12	10,768	129,210
Street Maintenance Superintendent	806	46.59	8,076	96,907	48.85	8,467	101,608	51.23	8,880	106,558	53.73	9,313	111,758	56.35	9,767	117,208
Sustainability Manager	818	62.22	10,785	129,418	65.32	11,322	135,866	68.53	11,879	142,542	71.90	12,463	149,552	75.44	13,076	156,915
Visit Buena Park Director	815	57.88	10,033	120,390	60.71	10,523	126,277	63.69	11,040	132,475	66.84	11,586	139,027	70.12	12,154	145,850
Visitor Services and Sales Manager	782	25.75	4,463	53,560	27.03	4,685	56,222	28.37	4,918	59,010	29.81	5,167	62,005	31.29	5,424	65,083
Water Services Manager	814	56.49	9,792	117,499	59.23	10,267	123,198	62.16	10,774	129,293	65.22	11,305	135,658	68.44	11,863	142,355

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

EXHIBIT A – MANAGEMENT SALARY SCHEDULE – EFFECTIVE JUNE 22, 2024

		Step 1			Step 2			Step 3			Step 4			Step 5		
Position	Range	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual	Hr.	Mo.	Annual
Assistant City Clerk	800	42.30	7,332	87,984	44.35	7,687	92,248	46.54	8,067	96,803	48.79	8,457	101,483	51.18	8,871	106,454
Assistant City Engineer	820	68.60	11,891	142,688	71.97	12,475	149,698	75.51	13,088	157,061	79.23	13,733	164,798	83.14	14,411	172,931
Associate Engineer	810	53.85	9,334	112,008	56.50	9,793	117,520	59.28	10,275	123,302	62.17	10,776	129,314	65.23	11,307	135,678
Building and Safety Manager	812	56.50	9,793	117,520	59.29	10,277	123,323	62.18	10,778	129,334	65.24	11,308	135,699	68.43	11,861	142,334
Code Enforcement Supervisor	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074
Community Services Supervisor	801	43.34	7,512	90,147	45.47	7,882	94,578	47.69	8,266	99,195	50.03	8,672	104,062	52.46	9,093	109,117
Community Services Supervisor - Y Rate	808	42.59	7,383	88,590	44.67	7,743	92,917	46.88	8,125	97,506	49.16	8,521	102,248	51.56	8,938	107,252
Economic Development Administrator	820	68.60	11,891	142,688	71.97	12,475	149,698	75.51	13,088	157,061	79.23	13,733	164,798	83.14	14,411	172,931
Facilities and Parks Superintendent	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074
Finance Manager	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469
Fleet Maintenance Supervisor	800	42.30	7,332	87,984	44.35	7,687	92,248	46.54	8,067	96,803	48.79	8,457	101,483	51.18	8,871	106,454
Human Resources Manager	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469
Operations Manager	820	68.60	11,891	142,688	71.97	12,475	149,698	75.51	13,088	157,061	79.23	13,733	164,798	83.14	14,411	172,931
Planning Manager	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074
Principal Engineer	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469
Public Works Manager	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469
Purchasing Manager	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469
Sewer Services Superintendent	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074
Sr. Human Resources Analyst	810	53.85	9,334	112,008	56.50	9,793	117,520	59.28	10,275	123,302	62.17	10,776	129,314	65.23	11,307	135,678
Sr. Management Analyst	810	53.85	9,334	112,008	56.50	9,793	117,520	59.28	10,275	123,302	62.17	10,776	129,314	65.23	11,307	135,678
Street Maintenance Superintendent	806	48.92	8,480	101,754	51.29	8,890	106,683	53.79	9,324	111,883	56.42	9,780	117,354	59.17	10,256	123,074
Sustainability Manager	818	65.33	11,324	135,886	68.59	11,889	142,667	71.96	12,473	149,677	75.50	13,087	157,040	79.21	13,730	164,757
Visit Buena Park Director	815	60.77	10,534	126,402	63.75	11,050	132,600	66.87	11,591	139,090	70.18	12,165	145,974	73.63	12,763	153,150
Visitor Services and Sales Manager	782	27.04	4,687	56,243	28.38	4,919	59,030	29.79	5,164	61,963	31.30	5,425	65,104	32.85	5,694	68,328
Water Services Manager	814	59.31	10,280	123,365	62.19	10,780	129,355	65.27	11,314	135,762	68.48	11,870	142,438	71.86	12,456	149,469

***Monthly and Annual Salary are only approximate rates based on the Hourly conversion.**

City of Buena Park

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE PARKS AND RECREATION MASTER PLAN

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	STUDY SESSION Item: A

Presented By	Prepared By
Jim Box, Director of Community Services	Jim Box, Director of Community Services

Approved By
Aaron France, City Manager

BACKGROUND

On July 21, 2022, staff released a Request for Proposal (RFP) to retain a consultant to assist with the development of a Parks and Recreation Master Plan for the City of Buena Park. A Recreation and Parks Project Plan was conducted in-house in 2007. This new Buena Park Parks and Recreation Master Plan will serve as a guide and implementation tool for the management and development of parks and recreation facilities throughout the city for years to come.

Three proposals received on August 11, 2022, were evaluated and these firms were interviewed by City staff. RJM Design Group (RJM) was selected as the most qualified to suit the City's needs with regard to scope for work, project schedule, and experience.

RJM began this process with a review of pertinent planning documents, existing park resources, and recreation opportunities. Following the initial inventory, an extensive community outreach campaign was developed and implemented through in-person workshops, paper surveys, social media posts, online video presentations, one-on-one stakeholder interviews, public online surveys, direct website feedback, and a statistically valid multimodal survey.

Throughout the process, project updates and summary results were posted to the project website. This website enabled community members to review updates and provide immediate feedback at any point in time. The combination of all these outreach methods enabled anyone in the community to have a voice in the progress, regardless of when and where the meeting was held.

DISCUSSION

This new Master Plan will consist of four (4) sections:

Introduction: Purpose, benefits, regional setting, local setting, process, and related studies.

Community Voice: Community profile, outreach and engagement, and summarizing the community voice.

Needs Assessment: Existing conditions, park types, acreage analysis, community facilities, trail connectivity, school facilities, joint use agreements, other park and recreation facilities, park service gaps analysis, custom park standards calculations/facility demand, and programs services.

Recommendations

Mr. Zachary Mueting, Principal Landscape Architect of RJM Design Group will present a comprehensive review of the new plan for council review and consideration.

Attachments

Recreation and Parks - Park Project Plan 2007.pdf

853-08 Appendix final Pt. 1.pdf

853-08 Appendix final pt 2.pdf

853-08 Appendix final Pt. 3.pdf

853-08 Appendix final Pt. 4.pdf

853-08 Appendix final Pt. 5.pdf

853-08 Appendix final Pt. 6.pdf

853-08 Appendix final Pt. 7.pdf

853-08 Appendix final Pt. 8.pdf

853-08 Buena Park - Parks and Rec Master Plan Report 2023-final Pt.1.pdf

853-08 Buena Park - Parks and Rec Master Plan Report 2023-final Pt.2.pdf

853-08 Buena Park - Parks and Rec Master Plan Report 2023-final Pt.3.pdf

853-08 Buena Park - Parks and Rec Master Plan Report 2023-final Pt.4.pdf

853-08 Buena Park - Parks and Rec Master Plan Report 2023-final Pt.5.pdf

Recreation and Parks - Park Project Plan 5/17/07

- DRAFT -

Park	Item	Description
Beat	1	**Upgrade irrigation**
	2	**Renovate shelter**
	3	**Renovate restrooms**
	4	**Replace playground equipment**
Bellis	1	**Replace block wall** west of field #2 with vinyl fence
	2	**Add field lights** to fields 4 & 5
	3	**Renovate west restroom/snack bar**
	4	**Upgrade Gilbert School field with lighting, add basketball court, parking, paved road** to maintenance yard
	5	**Modify east shelter center structure** to be able to see through the shelter
Boisseranc	1	**Renovate east restroom**
	2	**Improve field drainage**
Brenner	1	**Renovate swimming pool shell**
	2	**Reforestation north of basketball**
Ehlers	1	**Construct recreation building** in east parking lot.
Images	1	**Replace playground equipment**
Larwin	1	**Replace playground equipment**
	2	**Renovate irrigation**
	3	**Install concrete slab with small shelter**
Lindbergh	1	**Replace playground equipment**
Peak	1	**Replace playground equipment**
	2	**Improve field drainage; level fields**
	3	**Enhance clubhouse**
	4	**Do something to concrete pad** north of pool
San Antonio	1	**Add landscaping** to south side of parking lot
	2	**Install walkway** to north side of parking lot
	3	**Replace playground equipment**
San Marino	1	**Do something to concrete slab** - possibly add court lighting or water features
	2	**Plant trees** along west wall
Smith Murphy	1	**Install trellis or bench with BBQ or other feature on concrete pad**

CITY OF BUENA PARK
PARKS AND RECREATION
MASTER PLAN APPENDIX

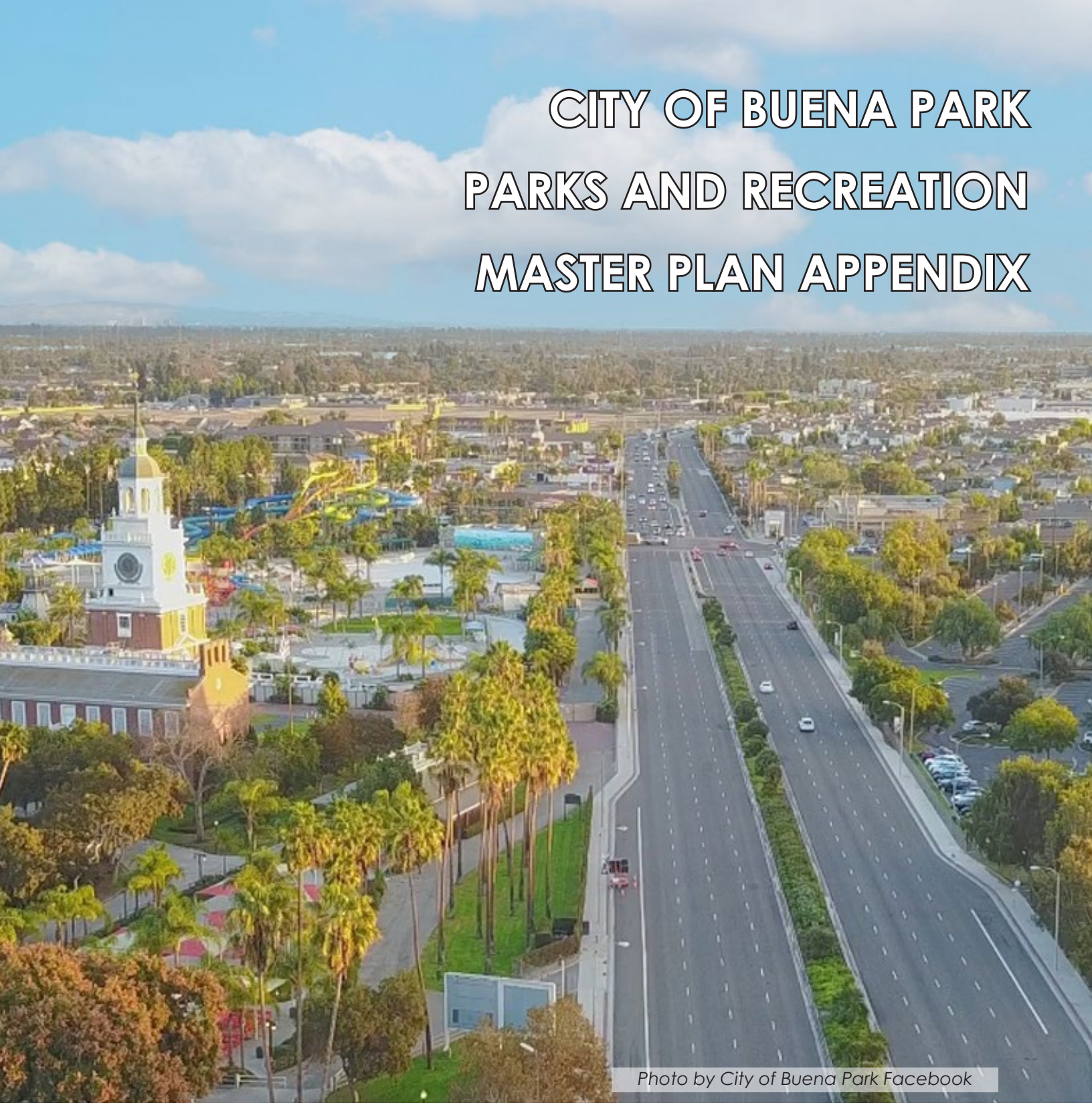


Photo by City of Buena Park Facebook

2023

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CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

Kick-Off Meeting Agenda
November 28, 2022 at 3:00 pm-4:00 pm

I. INTRODUCTIONS
   A. City Project Team
   B. RJM Project Team (handout)

II. INFORMATION REQUEST – EXISTING DOCUMENTS (handout)

III. DEMOGRAPHIC ASSESSMENT – **We recommend using the ESRI Dataset 2022/27**
Esri starts with the demographics data from the 2010 U.S. Census, American Community Survey (most recent published estimates are for 2021) then employs a time series of county-to-county migration data from the IRS, building permits, and residential postal delivery counts. The result balances the measures of growth or decline from a variety of data series.
- City demographics from the 2020 Census will not be available until May 2023.
- American Community Survey (Census) estimates the Buena Park total 2021 population to be **83,011**
- California Department of Finance estimates the Buena Park 2022 population to be: **83,430**
- Esri estimates the Buena Park total 2022 population to be **83,539**

IV. PROJECT SCHEDULE - Review Key Milestones and Target Dates (handout)
   A. Demographics & Inventory: December/January
   B. Public Outreach and Engagement
      1. Project Graphic and Website: Launch in January/February
      2. Stakeholder Interviews: January/February (handout)
      3. Statistically Valid, Multimodal Survey: February
      4. Community Workshop Process
         i. Workshop #1: Characteristics and Issues in March
         ii. Workshop #2: Parks, Facilities, and Program Needs in April
         iii. Workshop #3: Summary and Prioritization in May

<u>ACTION ITEMS</u>
1. City to confirm City Project Team; RJM to set up ftp and send link/invite.
2. City to provide information requested.
3. City to provide list of possible stakeholders for interviews (12 total).
4. RJM to provide demographic assessment.
5. RJM to provide parks & recreation facility inventory matrix and map.
6. RJM to provide project graphic and project website review
7. Schedule future monthly review meeting: January (Zoom)

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

Project Review Meeting Agenda
January 10, 2023 at 1:30 pm - 2:30 pm

I. INFORMATION REQUEST – EXISTING DOCUMENTS REVIEW (handout)

II. DEMOGRAPHIC ASSESSMENT (DRAFT) (handout)

III. CITY PARKS INVENTORY (DRAFT) (handout)
- A. Parks City Map
- B. Park Profiles
- C. Park Amenity Inventory
- D. Maintenance List

IV. PROJECT GRAPHIC AND WEBSITE (handout)

V. PROJECT SCHEDULE - Review Key Milestones and Target Dates (handout)
- A. Demographics & Inventory: December/January
- B. Public Outreach and Engagement
  1. Project Graphic and Website: Launch in January/February
  2. Stakeholder Interviews: January/February
  3. Benchmark Comparison: January/February
  4. Statistically Valid, Multimodal Survey: February/March
  5. Community Workshop Process
     - i. Workshop #1: Characteristics and Issues in March/April
     - ii. Workshop #2: Parks, Facilities, and Program Needs in April/May
     - iii. Workshop #3: Summary and Prioritization in May/June

<u>ACTION ITEMS</u>

1. City to review and provide any comments on demographic assessment.
2. City to review and provide any comments on parks inventory.
3. City to review and provide any comments on project graphic & draft website.
4. City to provide list of possible stakeholders for interviews (12 total).
5. City to approve 3 cities for benchmark comparison: RJM suggests the cities of La Habra, Cypress, Placentia, and Orange.
6. RJM to provide program inventory and assessment.
7. RJM to provide facility condition assessment.
8. RJM to provide multimodal survey topic list
9. RJM to provide workshop #1 room set up, and draft agenda/survey
10. Schedule future monthly review meeting in February (Zoom)

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

Project Review Meeting Agenda
February 9, 2023 at 10:00 am - 11:00 am

I. FOLLOW UP TO LAST MEETING
   A. Information Request – received everything, thank you.
   B. Demographic Assessment – city to email source and population # and year to use.
   C. Revised Parks Inventory is on FTP; RJM to recommend park types and classification in Master Plan

II. PROGRAM INVENTORY & ASSESSMENT (handout)

III. MULTIMODAL SURVEY TOPIC LIST (handout)

IV. STAKEHOLDER INTERVIEWS – Review List (handout)

V. PROJECT SCHEDULE - Review Key Milestones and Target Dates (handout)
   A. Project Website: launched this week on Feb. 6!
   B. Program Inventory & Facilities Condition Assessment: February
   C. Public Outreach and Engagement
      1. Stakeholder Interviews: February
      2. Benchmark Comparison: February
      3. Statistically Valid, Multimodal Survey: February/March
      4. Community Workshop Process [SCHEDULE DATES & LOCATIONS]
         i. Workshop #1: Characteristics and Issues in April
         ii. Workshop #2: Parks, Facilities, and Program Needs in May
         iii. Workshop #3: Summary and Prioritization in June

<u>ACTION ITEMS</u>

1. City to provide comments/questions on program inventory & assessment by Feb. 17.
2. City to review and provide any comments on multimodal survey topic list by Feb 10; Draft questionnaire to be provided on Feb. 13 and approved by Feb. 15 (if conduct survey in beginning of March, otherwise will be late March).
3. City to send email and questionnaire form to stakeholders for interviews (12 total).
4. RJM to provide email template and questionnaire form for stakeholder interviews.
5. RJM to provide benchmark comparison (La Habra, Cypress, Placentia, or Orange).
6. RJM to provide workshop #1 room set up, and draft agenda/survey.
7. RJM to provide facility condition assessment.
8. Schedule future monthly review meeting in March (Zoom)

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

Project Review Meeting Agenda
March 9, 2023 at 10:00 am - 11:00 am

I. FOLLOW UP TO LAST MEETING
- A. Demographic Assessment – revised and on ftp site
- B. Program Inventory and Assessment – revised and on ftp site by end of today
- C. Parks Inventory:
  1. Is there a community building at George Bellis Park?
  2. Are the community gardens part of the Silverado Trail or should we include as a separate facility in the parks inventory?

II. FACILITY CONDITION ASSESSMENT (handout)

III. MULTIMODAL SURVEY & STAKEHOLDER INTERVIEWS UPDATE

IV. CPSC'S – CUSTOM PARK STANDARD CALCULATIONS
- A. Sports Organization Online Survey (handout)
- B. List of Sports Organizations (handout)

V. COMMUNITY WORKSHOPS
- A. Community Guidelines and Process (handout)
- B. Poster (handout)
- C. Schedule and promote – poster, social media, TV channel, city council meetings

VI. PROJECT SCHEDULE - Review Key Milestones and Target Dates (handout)
- A. Project Website: launched Feb. 6 & has 266 views, 5 feedback comments
- B. Public Outreach and Engagement
  1. Stakeholder Interviews: March
  2. Benchmark Comparison: March
  3. Statistically Valid, Multimodal Survey: March
  4. CPSC's / Sports Organization Survey: March
  5. Community Workshop Process
     - i. Workshop #1: Characteristics and Issues in April
     - ii. Workshop #2: Parks, Facilities, and Program Needs in May
     - iii. Workshop #3: Summary and Prioritization in July

<u>ACTION ITEMS</u>
1. City to send emails to sports organizations inviting them to take the online survey.
2. City to provide dates and locations for Workshop #1, #2, and #3; RJM to confirm availability and finalize workshop dates. City to promote workshops on social media in April.
3. RJM to provide email template and link to online sports organization survey.
4. RJM to provide flyer to city for workshop promotion.
5. RJM to provide benchmark comparison.
6. Schedule future monthly review meeting in April (Zoom)

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

Project Review Meeting Agenda
April 11, 2023 at 11:00 am - 12:00 noon

I. FOLLOW UP TO LAST MEETING
   A. Any comments on Facility Condition Assessment?
   B. Any comments on Benchmark Comparison?

II. MULTIMODAL SURVEY SUMMARY - Discuss Highlights

III. (Revised) WEBSITE UPDATE (handout)

IV. COMMUNITY WORKSHOP #1 – Thursday, April 27 at Buena Park Community Center
   A. Process (handout)
   B. Agenda (handout)
   C. Draft Online Survey (handout)
   D. Promote – poster, social media, TV channel, city council meetings, RSVP's?

V. PROJECT SCHEDULE - Review Key Milestones and Target Dates (handout)
   A. Project Website: launched Feb. 6 and has ~~266~~ 464 views, 8 feedback comments.
   B. Public Outreach and Engagement
      1. Stakeholder Interviews: April
      2. CPSC's / Sports Organization Survey: April
      3. Community Workshop Process
         i. Workshop #1: Characteristics and Issues on April 27
         ii. Workshop #2: Parks, Facilities, and Program Needs on June 8
         iii. Workshop #3: Summary and Prioritization on July 20

<u>ACTION ITEMS</u>
1. City to approve revised website update. RJM to publish.
2. City to revise city website – 'BuenaParkMasterPlan.com' or 'BuenaParkParksMasterPlan.com'
3. City to approve Workshop #1 agenda and draft survey.
4. RJM to provide sports organization survey summary and CPSC's.
5. RJM to provide Workshop #1 PowerPoint presentation for approval.
6. RJM to provide Workshop #1 Commencement Video for approval.
7. Schedule future monthly review meeting in May (Zoom)

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

Project Review Meeting Agenda
May 9, 2023 at 11:00 am - 12:00 noon

I. FOLLOW UP TO LAST MEETING
   A. Confirm city does not have park classifications/park types
   B. Joint Use School sites and County Park – discussion
      a. Whittaker School Park
      b. Ralph Clark Regional Park

II. STAKEHOLDER INTERVIEWS – Progress Update

III. COMMUNITY WORKSHOP #1 – Progress Update
   A. 21 online surveys, 40 paper surveys (23 in person workshop plus 17 from VOLT) – 61 TOTAL [note: 172 website views on 5/6, date of Instagram post]
   B. Could extend survey deadline and city do another social media post?

IV. DRAFT CPSC'S – SPORTS ORGANIZATION SURVEY (handouts)

V. PROJECT SCHEDULE - Review Key Milestones and Target Dates (handout)
   A. Website: launched Feb. 6 and has ~~464~~ 1,026 views, ~~8~~ 12 feedback comments.
   B. Public Outreach and Engagement
      1. Stakeholder Interviews: May
      2. CPSC's / Sports Organization Survey: May
      3. Community Workshop Process
         i. Workshop #2: Parks, Facilities, and Program Needs on June 8
         ii. Workshop #3: Summary and Prioritization on July 20
   C. Management and Financial Analysis
      2. Policy Review and General Plan Updates: May/June
      3. Operation and Maintenance Plan: May/June
      4. Financial Review: May/June

<u>ACTION ITEMS</u>
1. City to use direct survey link on city website and Instragram link: https://arcg.is/0fDr9K
2. RJM to provide Sports Organization CPSC's.
3. RJM to provide Multimodal Survey CPSC's.
4. RJM to provide Workshop #2 Agenda, Draft Survey, and PowerPoint presentation for approval.
5. RJM to provide Workshop #2 Commencement Video for approval.
6. RJM/Ed Crofts to contact Cesar/Public Works to schedule meeting to discuss O & M.
7. Schedule future monthly review meeting in June (Zoom)

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

Project Review Meeting Agenda
June 12, 2023 at 11:00 am - 12:00 noon

I. FOLLOW UP TO LAST MEETING
   A. Status of Whitaker School Park construction?

II. STAKEHOLDER INTERVIEW SUMMARY DRAFT (handout)

III. COMMUNITY WORKSHOP #2 SURVEY
   A. Use direct survey link on city website and Instragram link: https://arcg.is/yCeSD
   B. City to do social media post and distribute/collect paper surveys.
   C. RJM to do social media boost ad.

IV. PROJECT SCHEDULE - Review Key Milestones and Target Dates (handout)
   A. Website: launched Feb. 6 and has ~~1,026~~ 1,562 views, ~~12~~ 16 feedback comments.
   B. Public Outreach and Engagement
      1. Community Workshop Process
         i. Workshop #3: Summary and Prioritization on July 20
   C. Management and Financial Analysis
      1. Policy Review and General Plan Updates: June
      2. Operation and Maintenance Plan: June
      3. Financial Review: June
   D. Community Needs Assessment: July/August

<u>ACTION ITEMS</u>
1. City to promote Workshop #2 Survey.
2. RJM to provide Sports Organization CPSC's.
3. RJM to provide Multimodal Survey CPSC's.
4. RJM to provide Workshop #2 summary report.
5. RJM to provide Operations and Maintenance Plan.
6. Schedule future monthly review meeting in July (Zoom)

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

Project Review Meeting Agenda
July 17, 2023 at 11:00 am - 12:00 noon

I. FOLLOW UP TO LAST MEETING
   A. Review Community Workshop #2 Summary – any questions or comments? RJM to put on FTP.

II. CUSTOM PARK STANDARDS CALCULATIONS - DRAFT
   A. From Multimodal Survey Participation (handout)
   B. From Organized Sports Leagues (revised) (handout)

III. COMMUNITY NEEDS ASSESSMENT (to date)
   A. Program Needs Summary Draft (handout)
   B. Park/Facility Needs Summary Draft (handout)

IV. COMMUNITY WORKSHOP #3
   A. Workshop #3 Survey Draft (handouts)
   B. Discuss Powerpoint/presentation, video, agenda, website update, and raffle.
   C. After July 20: City to use direct survey link *(RJM to provide)* on city website and social media links.
   D. City to do social media post and distribute/collect paper surveys.
   E. RJM to do social media boost ad.

V. PROJECT SCHEDULE - Review Key Milestones and Target Dates (handout)
   A. Website: launched Feb. 6 and has ~~1,562~~ 2,119 views, ~~16~~ 18 feedback comments.
   B. Public Outreach and Engagement: Workshop #3 on July 20 through August 6
   C. Management and Financial Analysis
      1. Policy Review and General Plan Updates: July/August
      2. Operation and Maintenance Plan: July/August
      3. Financial Review: July/August
   D. Final Community Needs Assessment: August
   E. Recommendations & Draft Report: September
   F. Final Report: October
   G. Presentations: November

<u>ACTION ITEMS</u>

1. City to promote and collect completed Workshop #3 Surveys.
2. RJM to provide Workshop #3 commencement video, paper survey, and website update proof.
3. RJM to provide Workshop #3 summary report.
4. RJM to provide Operations and Maintenance Plan, Policy Review, & Financial Review summary reports.
5. Schedule future monthly review meeting in August (Zoom)

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

Project Review Meeting Agenda
August 16, 2023 at 10:30 am - 11:30 am

I. FOLLOW UP TO LAST MEETING
- A. City to provide comments on Operations and Maintenance Plan.
  1. Remove "The Beautification-Environmental Commission" statement as that commission no longer exists.
- B. City to provide comments on Financial Review Summary.
- C. Discuss in progress/current related studies:
  1. Silverado Trail Expansion – Stanton Ave. to East of Camellia Dr. starts construction soon. 7/13 Zoom meeting/community meeting.
  2. City Speak Up survey (quality of life)
  3. Active Transportation Plan (pedestrian and bicycle trails)
  4. Nexus study

II. WORKSHOP #3 SUMMARY (handout and emailed on 8/15)
- A. Website update proof (handout)

III. FEEDBACK COMMENTS SUMMARY (handout)

IV. PROJECT SCHEDULE - Review Key Milestones and Target Dates (handout)
- A. Website: launched Feb. 6 and has ~~2,119~~ 2,756 views, ~~18~~ 21 feedback comments.
- B. Management and Financial Analysis
  1. Policy Review and General Plan Updates: August
  2. Operation and Maintenance Plan: August
  3. Financial Review: August
- C. Final Community Needs Assessment: August
- D. Recommendations & Draft Report: September
  A. Artwork for custom binder (handout) – any edits, add PMLB logo?
- E. Final Report: October
- F. Presentations: November

<u>ACTION ITEMS</u>
1. City to provide comments on O&M Plan and Financial Review summary reports.
2. City to approve artwork for binder; RJM to order custom 3-ring binder.
3. RJM to provide Policy Review summary report.
4. RJM to provide final community needs assessment and prioritization graphics.
5. RJM to provide draft recommendations.
6. RJM to provide draft report and appendix document.
7. Schedule future monthly review meeting in September (Zoom)

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

Project Review Meeting Agenda
September 7, 2023 at 10:30 am - 11:30 am

I. FOLLOW UP TO LAST MEETING
   A. Include anything in Master Plan report on the City Speak Up survey (quality of life)?

II. POLICY REVIEW (handout)

III. PARK NEEDS ANALYSIS
   A. Park Type Definitions (handout)
   B. Acreage Analysis (handout)
   C. Service Area Gap Analysis (handout)

IV. FINAL COMMUNITY NEEDS AND RECOMMENDATIONS
   A. Community needs prioritization charts (handout)
   B. Discuss recommendations (handout)

V. PROJECT SCHEDULE - Review Key Milestones and Target Dates (handout)
   A. Website: launched Feb. 6 and has ~~2,756~~ 2,840 views, ~~21~~ 21 feedback comments.
   B. Draft Report: September
   C. Recommendations: September
   D. Final Report: October
   E. Presentations: November

ACTION ITEMS
1. City to provide comments on Policy Review summary report.
2. RJM to revise Operations and Maintenance Plan and put on ftp.
3. RJM to provide draft report.
4. RJM to provide draft recommendations.
5. RJM to provide appendix document.
6. Schedule future monthly review meeting in October (Zoom)

INFORMATION REQUEST MEMO

DATE: *Revised January 11, 2023*
TO: **CITY OF BUENA PARK**
FROM: RJM Design Group
SUBJECT: Parks and Recreation Master Plan

Bold/Italic = Received by RJM

Please find a list of information requested by RJM Design Group related to the Buena Park - Parks and Recreation Master Plan.

PARKS AND FACILITIES

1. ***Park and amenity listing/map.***
2. ***Square footage and floor plans for existing park/community buildings.***
3. ***Utilized school recreation sites and amenity information.***
4. ~~Trails Map - Including proposed trails.~~ ***SCE Silverado Trail Plans***
5. ***List of existing park improvement plans or conceptual sketches.***
6. ***County parks list*** Ralph Clark Park
7. ***A list of all the organized sports leagues, youth and adult, (along with a contact name, email and phone) and which fields or courts in the City are currently utilized.***
8. ***Acreage and location of any undeveloped city-owned park property.*** Excel sheet named "2.BuildingsSQFT.xls" has total park acreages and square feet of all existing structures located on that park. Undeveloped park property = total park acreage – all existing structures located on that park.
9. List of any opportunity sites (vacant publicly owned land, open space, etc.) if available.
10. ***List of HOA's with private parks (if available)*** The City does not track these.
11. ~~Undeveloped park or trail master plans or conceptual sketches.~~ ***N/A***

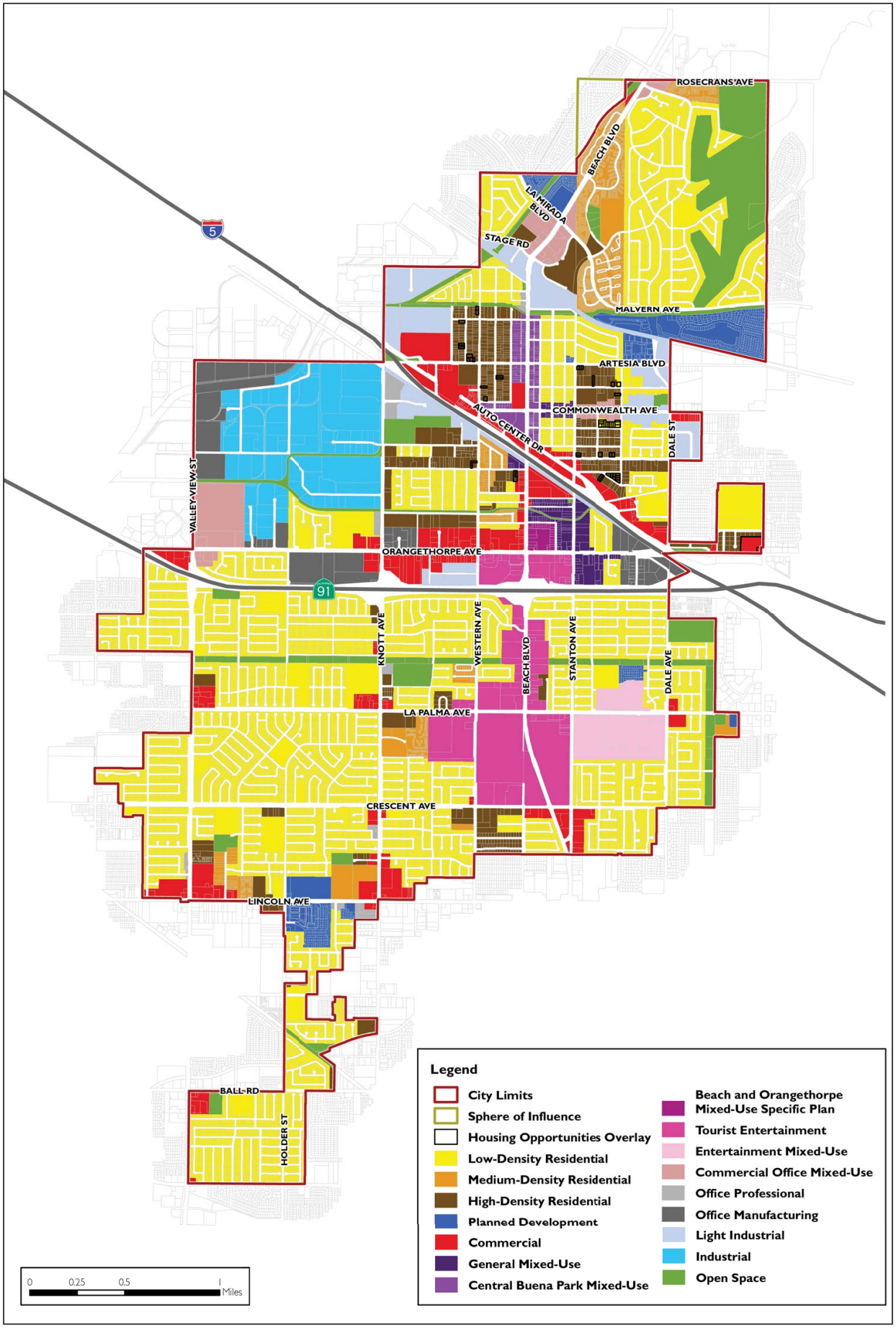
POLICIES/EXISTING REPORTS

12. ***General Plan***
13. ~~Parks and Recreation Master Plan~~ ***N/A***
14. ~~Youth Master Plan, if any.~~ ***N/A***
15. ~~Senior Services Master Plan, if any.~~ ***N/A***
16. ***Joint Use agreements with School Districts, and other agencies for use of facilities or programming.***
17. ***Details of any working agreements with Boys and Girls Club, YMCA, and any other non-profit organization.***

RECREATION PROGRAMS/OPERATIONS & MAINTENANCE/FUNDING

18. ***Recreation Program Guides for the past 2 years—electronic copies.***
19. ***Class Registration for the past 3 years include:***
    a. Attendance b. Ages Served c. Frequency of Programs

20. ***Do you have a scholarship program for recreation programming? Yes. Scholarship Application***
21. ***Contact listing for community organizations.***
22. ***List of special interest groups, contact person and phone number.***
23. ***Department organizational chart with a list of full-time positions.***
24. ***Parks and Recreation Commission structure and terms.***
25. ***Capital Improvement project information—current level of funding, list of projects, and five-year projections.***
26. ***List of grants applied for and awarded for last three years.***
27. ***Fee schedule approved by City Council including development fees, Quimby, TOT, and other park, recreation, open space related fees.***
28. ~~Nexus study completed for park development (in-lieu) fees~~. ***N/A***
29. ***Copy or link to most recent department budget. Include for most recent two years:***
    - ***a. Recreation revenue. b. Park Maintenance Expenditures***
    - ***b. Taxes (Sales, Property, Transient Occupancy, Utility Users) for past four years actual and the current year budget.***
    - ***c. Details of any Landscape Maintenance Districts or other Assessments, including revenue and mapping.***
    - ***d. Recreation Facilities Rental Data—Include frequency, revenue & group/event type.***
    - ***e. Other Revenue.***
    - ***f. General Fund support for most recent <u>three</u> years.***
30. ***Do you have a volunteer program? If so, any info on volunteer hours and what type of work they accomplish.***
31. ***Do you have a charitable 501(c)(3) Foundation? Details of organization and fund-raising history.*** No
32. ***Do you have a Public Art program? If yes, details of plan and inventory of public art in parks.***
33. ***Do you have an IPM (Integrated Pest Management) program? If yes—description.*** No
34. ***Do you have a Native Plant Policy? If yes link or copy.*** Policy CS-4 in General Plan. Also the Water Efficient Landscaping Ordinance added to the FTP site
35. ***Do you have a green waste composting program? If yes, description.*** Yes, through EDCO (Recycling and Environmental)
36. ***Any community gardens, farmers markets?***
37. ***Have you developed a lifecycle maintenance program for the buildings and facilities? If so, please provide***. No
38. ***Do you have a regular program of soil testing?*** No, soils testing is completed as needed for CIP projects.
39. ***Have you developed a Maintenance Manual that details daily, weekly, etc. work task, objectives, and frequency?*** No
40. ***Is your park maintenance provided in-house, or by contract service? If by contract:***
    - a. ***Provide maintenance service provider (contractor) and annual contract financial details.*** Parks maintenance is provided in-house
    - b. Provide most recent RFP for landscape maintenance and/or park maintenance and any maintenance standards/frequencies provided to contractor, if not already included within the RFP and contract. Landscape Maintenance is done by Merchants. The following items have been uploaded to the FTP site:
        - Landscape Maintenance Specs, City-Wide Landscaping Map, Agreement with Merchants for landscaping services, Merchants proposal for landscaping services


ROSECRANS AVE
BEACH BLVD
LA MIRADA BLVD
STAGE RD
MALVERN AVE
ARTESIA BLVD
COMMONWEALTH AVE
AUTO CENTER DR
DALE ST
VALLEY VIEW ST
ORANGETHORPE AVE
91
KNOTT AVE
WESTERN AVE
BEACH BLVD
STANTON AVE
DALE AVE
LA PALMA AVE
CRESCENT AVE
LINCOLN AVE
BALL RD
HOLDER ST
0 0.25 0.5 1 Miles
Legend
City Limits
Sphere of Influence
Housing Opportunities Overlay
Low-Density Residential
Medium-Density Residential
High-Density Residential
Planned Development
Commercial
General Mixed-Use
Central Buena Park Mixed-Use
Beach and Orangethorpe Mixed-Use Specific Plan
Tourist Entertainment
Entertainment Mixed-Use
Commercial Office Mixed-Use
Office Professional
Office Manufacturing
Light Industrial
Industrial
Open Space

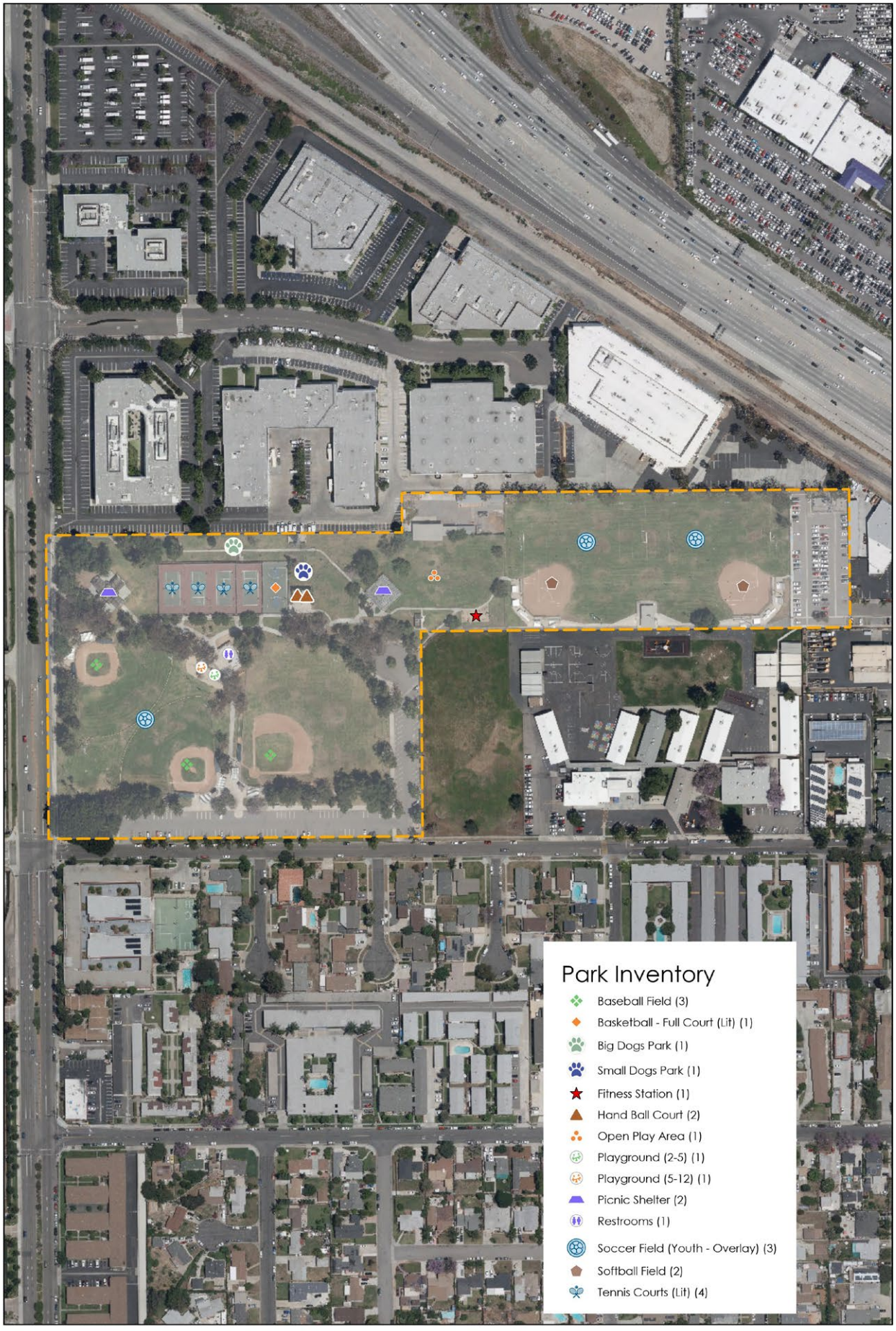
Land Use Map



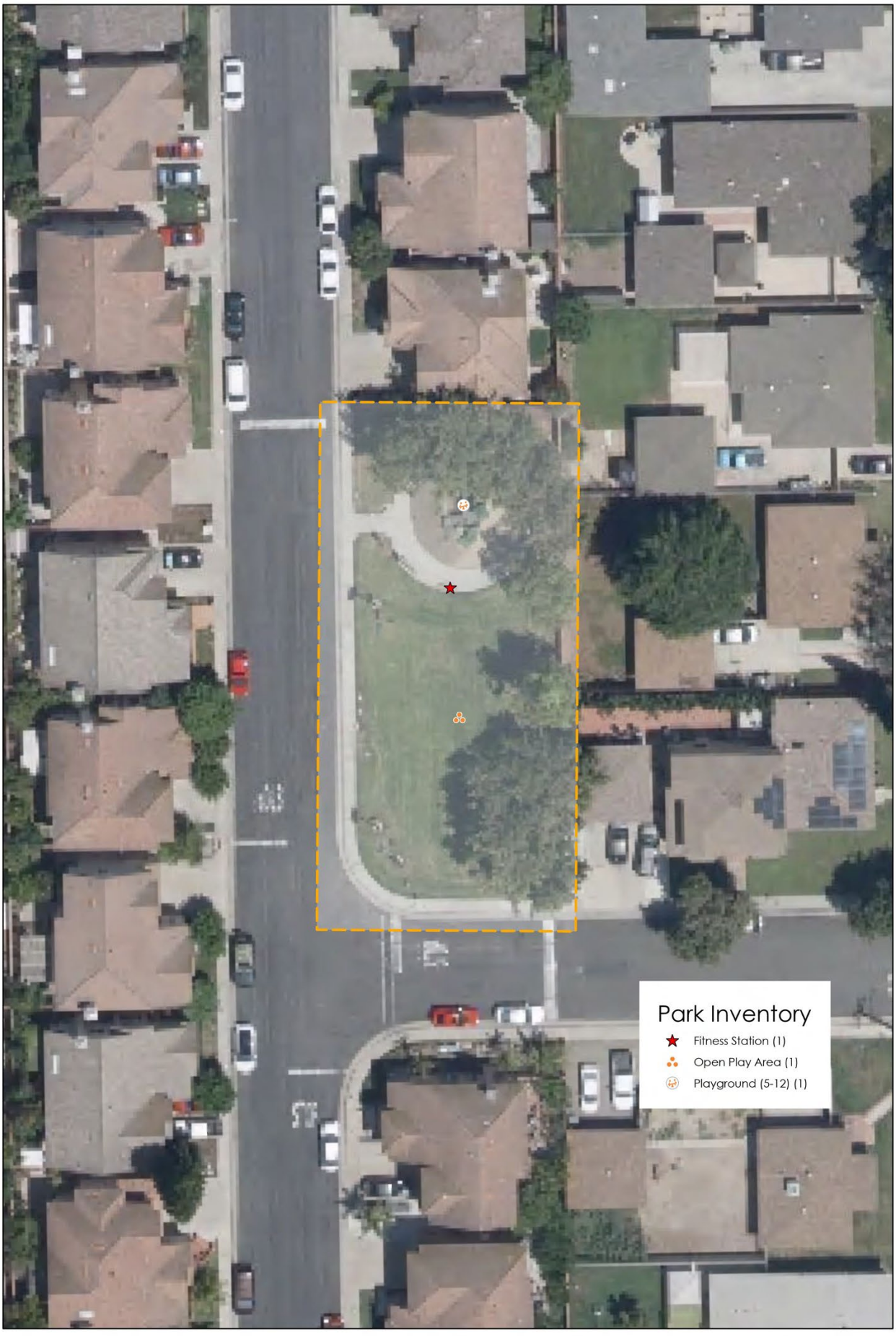
Boisseranc Park



Carl Brenner Park



George Bellis Park


Park Inventory
Fitness Station (1)
Open Play Area (1)
Playground (5-12) (1)

Images Park



John Beat Park


Park Inventory
Basketball - Full Court (Lit) (1)
Open Play Area (4)
Playground (2-5) (1)
Playground (5-12) (1)
Picnic Shelter (1)
Restrooms (1)
Walking Jogging Loop (1)

Larwin Park



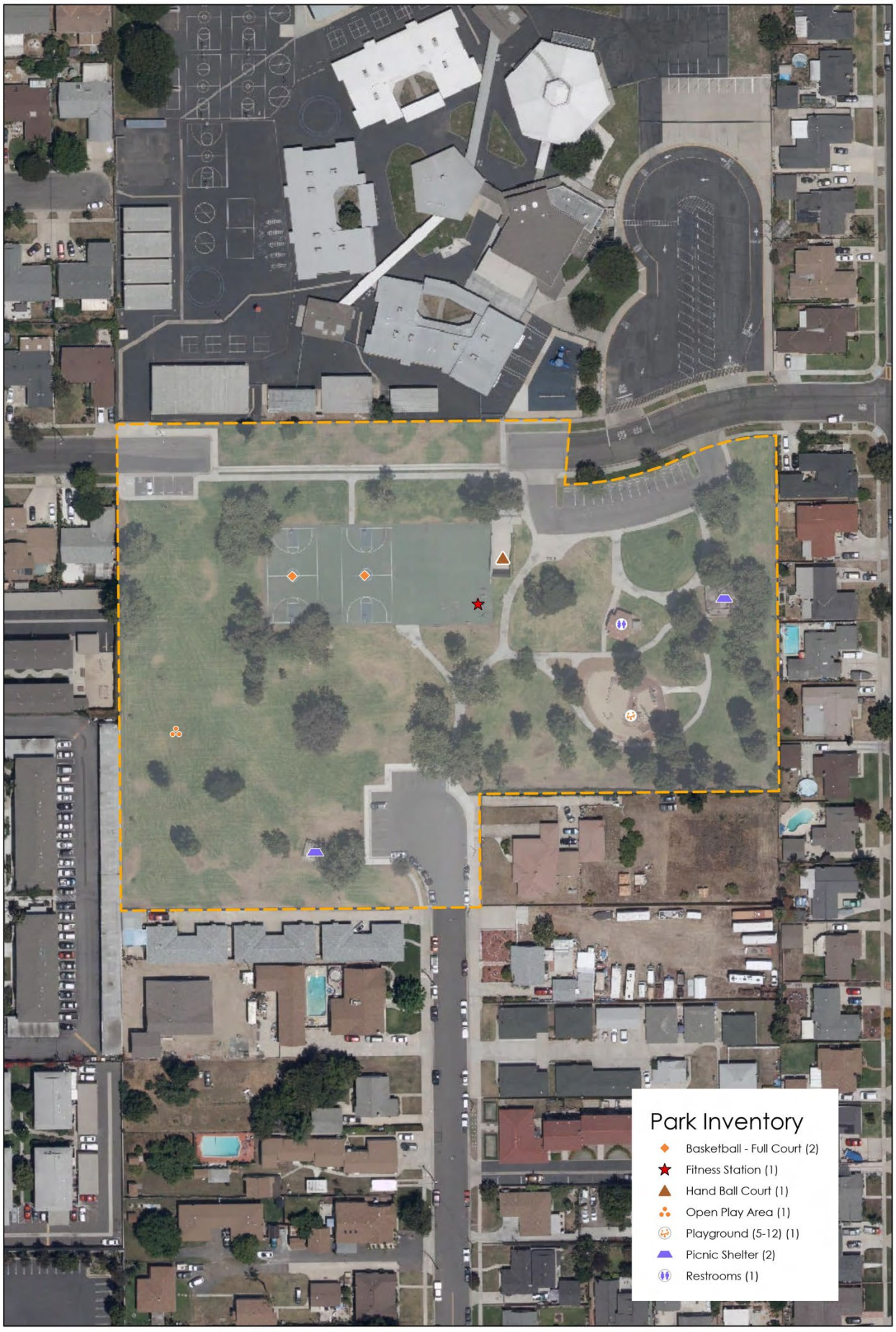
Lindbergh Mini Park



Rick Gomez Park



San Antonio Park



San Marino Park



Silverado Trail / SCE R-O-W

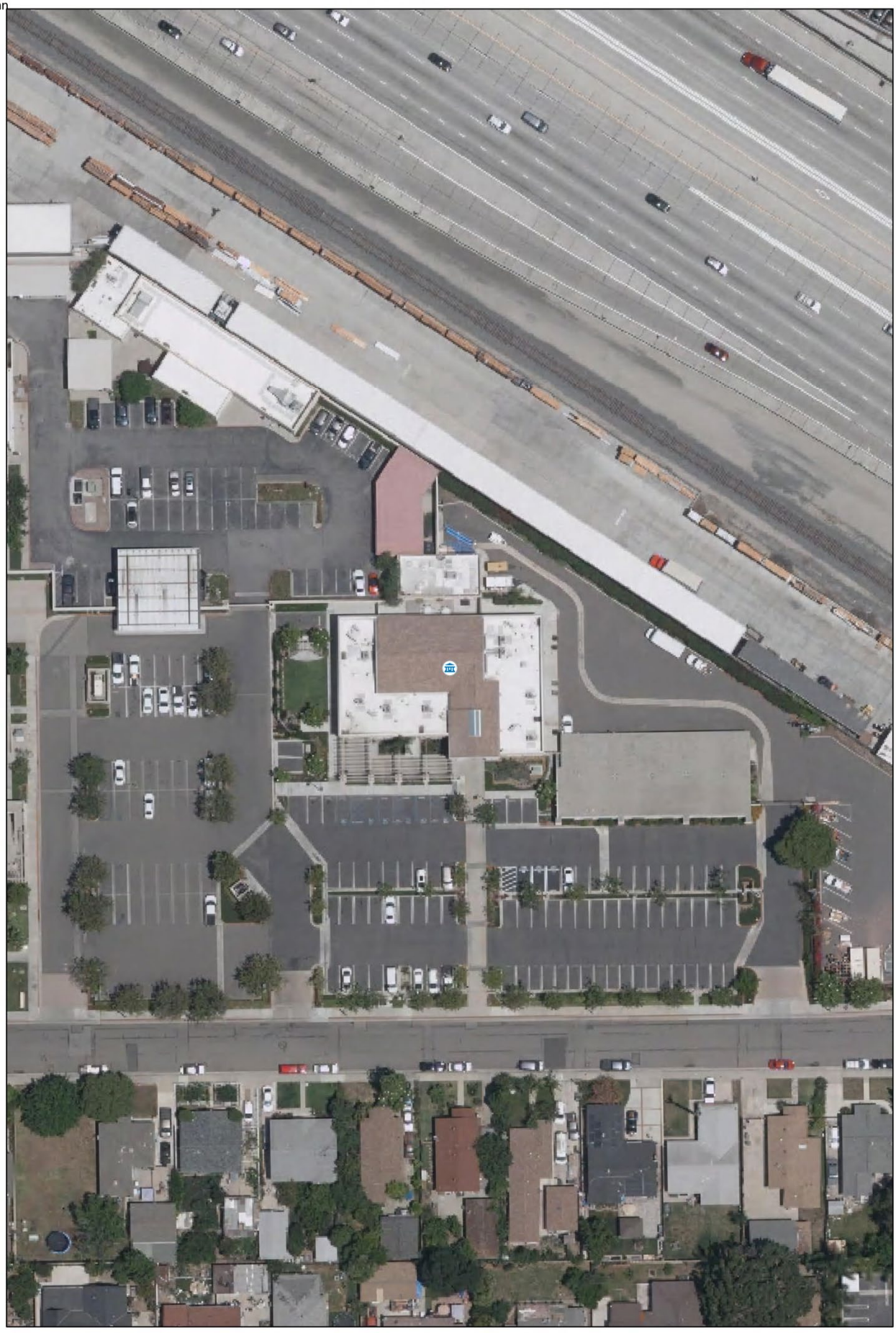


Smith-Murphy Park

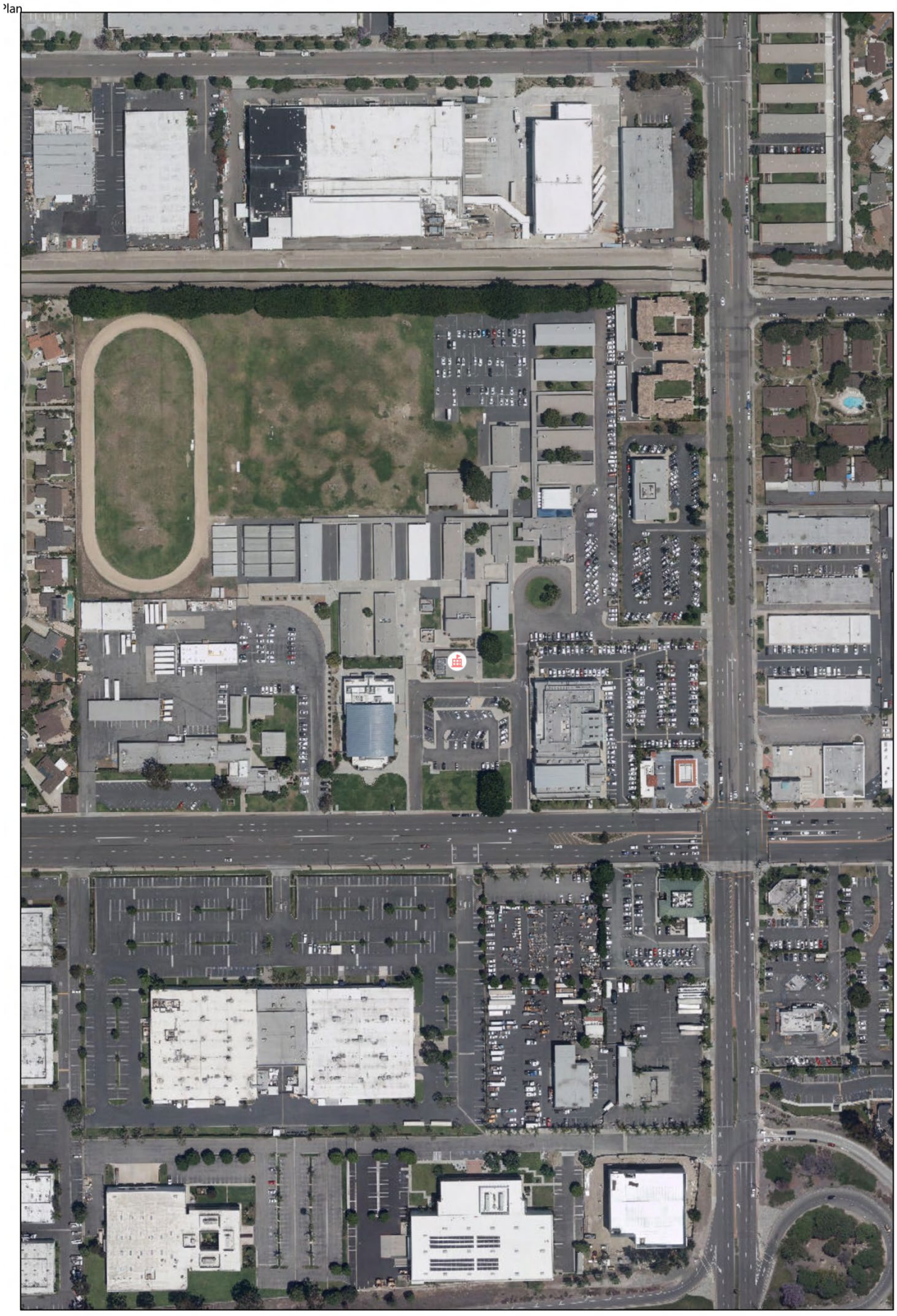


William Peak Park

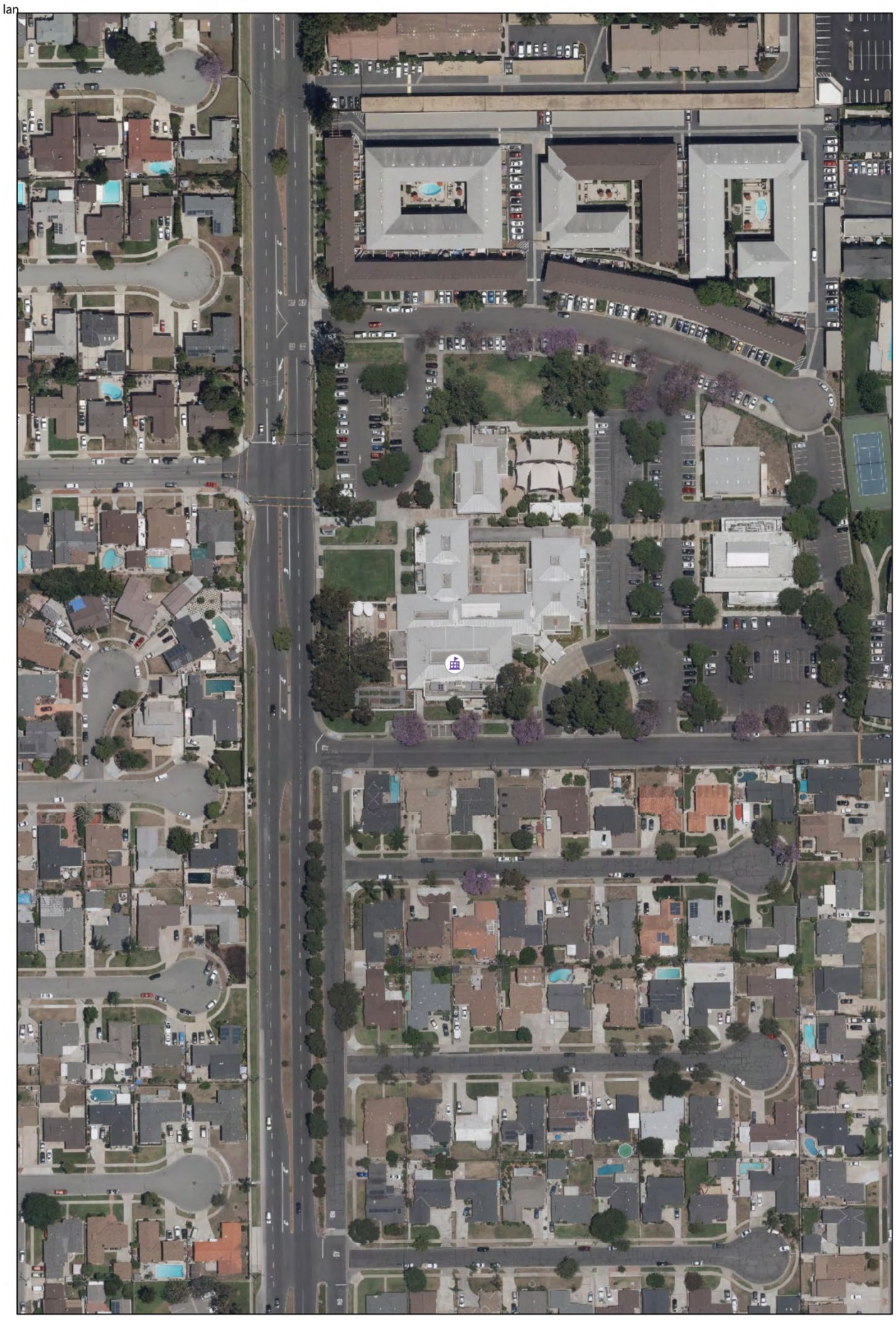
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Buena Park Community Center



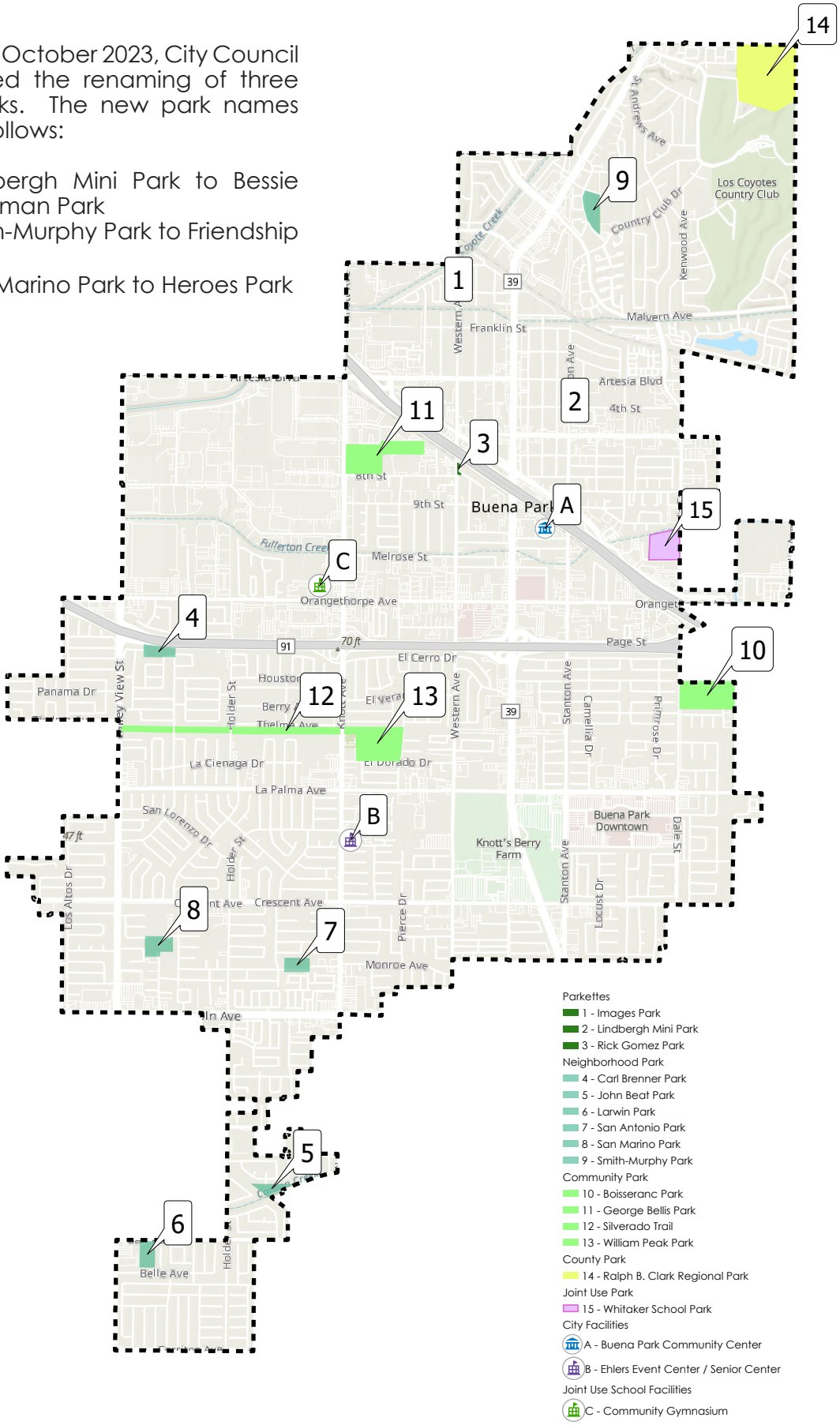
Community Gymnasium



Ehlers Event Center / Senior Center

NOTE: In October 2023, City Council approved the renaming of three city parks. The new park names are as follows:

- Lindbergh Mini Park to Bessie Coleman Park
- Smith-Murphy Park to Friendship Park
- San Marino Park to Heroes Park



Parks and Facilities Map

CITY OF BUENA PARK
PARK INVENTORY

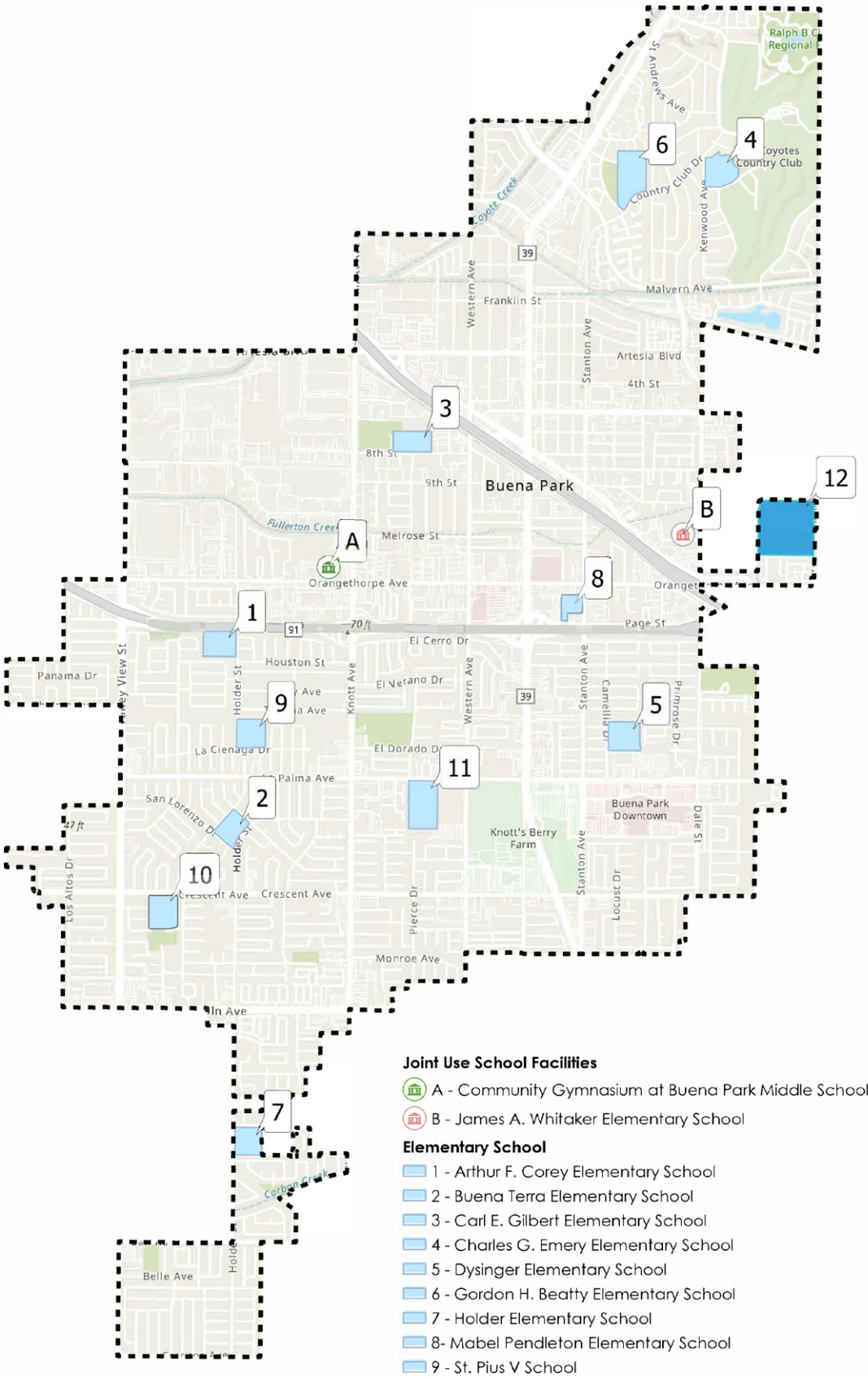
MAP KEY	PARK NAME	ADDRESS	PROPOSED PARK TYPE	PARKLAND ACREAGE*	Amphitheater	Baseball Field	Basketball Court - Full Court	Basketball - Half-Court	Community Building	Community Garden	Dog Area	Exercise/Fitness Station	Gymnasium	Handball Court	Horseshoe Pit	Lake	Open Play Area	Parking Lot (off street parking)	Playground (2-5)	Playground (5-12)	Picnic Shelter	Restroom Building	Skate Park	Soccer Field	Softball Field	Swimming Pool	Tennis Court	Volleyball Court	Wading Pool	Walking/Jogging Loop Trail
Parkettes																													
1	Images Park	5600 Stratford Circle	Parkette	0.50								6					1			1									
2	Lindbergh Mini Park	4th and Stanton Avenue	Parkette	1.00								4							1	1									
3	Rick Gomez Park	7501 8th Street	Parkette	0.46								7							1	1	1								
Neighborhood Park																													
4	Carl Brenner Park	7373 San Rafael	Neighborhood Park	4.50			4L		1								1	•		1	1	1							1	
5	John Beat Park	6600 Mt. Shasta Circle	Neighborhood Park	2.00			1										3			1	1	1								•
6	Larwin Park	6150 Ball Road	Neighborhood Park	5.90			1L										4	•	1	1	1	1								•
7	San Antonio Park	8810 San Francisco Drive	Neighborhood Park	4.50														•	1			1			2L					
8	San Marino Park	6200 San Rolando Circle	Neighborhood Park	6.00			2					4		1			1	•		1	2	1								
9	Smith-Murphy Park	5290 Cameron Drive	Neighborhood Park	6.90										1			3	•		1	1	1								•
Community Park																													
10	Boisseranc Park	7520 Dale Street	Community Park	20.00			3L		1					4L			1	•	1	1	2	2			3L	1	4L	1		
11	George Bellis Park	7171 8th Street	Community Park	22.50		3L	1L				2	12		2L				•	1	1	2	1		3OL	2L		4L			
12	Silverado Trail	Valley View St. to Knott Ave.	Community Park	22.60						1																				•
13	William Peak Park	7225 El Dorado Drive	Community Park	15.80			2L	1	1			9			14			•	1	1	3	1	1		3	1				
			Total City Parkland Acreage:	**112.66**																										
County Park																													
14	Ralph B. Clark Regional Park	8800 Rosecrans Avenue	County of Orange	104.00	1				1						1	1		•		3	4	3		1	7		4			•
Joint Use																													
15	Whitaker School Park	8401 Montana Avenue	Joint Use	3.30								•							1	1	1	1								•

O=overlay field

L=lighted

*park acreage per General Plan.

RECREATION FACILITIES																													
A	Buena Park Community Center	6688 Beach Boulevard																				1								
B	Community Gymnasium (at school)	6931 Orangethorpe Avenue	Joint Use School / Middle Scl	1.00									1									1								
C	Ehlers Event Center / Senior Center	8150 Knott Avenue		6.00						1												1								



Joint Use School Facilities

- A - Community Gymnasium at Buena Park Middle School
- B - James A. Whitaker Elementary School

Elementary School

- 1 - Arthur F. Corey Elementary School
- 2 - Buena Terra Elementary School
- 3 - Carl E. Gilbert Elementary School
- 4 - Charles G. Emery Elementary School
- 5 - Dysinger Elementary School
- 6 - Gordon H. Beatty Elementary School
- 7 - Holder Elementary School
- 8- Mabel Pendleton Elementary School
- 9 - St. Pius V School
- 10 - Raymond Temple Elementary School
- 11 - San Marino Elementary School

High School

- 12 - Buena Park High School

Schools Map

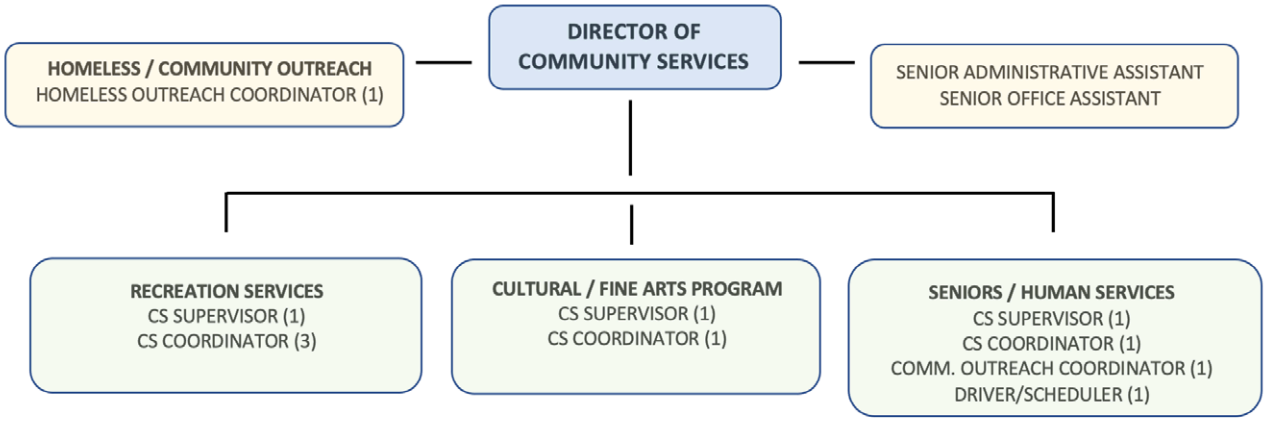
CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

ASSESSMENT AND INVENTORY OF PROGRAMS AND SERVICES (02/28/23)

The City's Community Services Department provides a variety of programs and services for the community at the Buena Park Community Center, the Community Gymnasium, Ehlers Event Center and at its other public parks and play spaces. These parks and recreation facilities have a variety of venues and spaces to host activities such as arts and crafts, dance, camps, afterschool programs, preschool programs, sports and fitness, and literally something for everyone from tots to seniors.

The City prides itself in providing top-notch customer service. This principle is confirmed by the City's Mission Statement: "The City of Buena Park is dedicated to providing superior, responsive services that improve and enhance the community and its quality of life". Beyond providing a number of excellent programs, activities, and social services, Community Services celebrates its community with several special events, including its Spring Extravaganza, Family Art Festival, Silverado Days, BP CultureFest, Cops and Goblins, and the Annual Christmas Tree Lighting.

The Department: Buena Park's Community Services Department consists of programs and service-based Divisions, four Commissions, and a dedicated team of professionals:



The Commissions: Buena Park's City Council and its Community Services Department is supported and obtains public input and citizen participation with its four (4) Commissions:

- Cultural and Fine Arts Commission;
- Park and Recreation Commission;
- Senior Citizens Commission; and
- Navigation Center Advisory Commission.

Californians today are confronted with a number of serious health and social issues, including obesity, diabetes, depression and suicide to name a few. The trend towards a sedentary lifestyle is recognized as a major contributor towards many of these health and social issues we face in our communities.

With an increased awareness of these issues, park and recreation professionals, policy makers, health care providers, public safety officers, and educators need to better understand the benefits of parks, recreation spaces, community facilities and the programs and services offered play in addressing these concerns. Healthcare and recreation professionals realize they must make physical activity fun, safe, and accessible to address these alarming health trends. They need to make recreation opportunities more available while actively promoting the link between parks and recreation, and improved mental, physical, and societal health.

This Parks and Recreation Master Plan will review and analyze the City's current program offerings in terms of attendance, use of space, and consistency with current trends in the recreation and leisure services industry. The evaluation will review and provide an analysis of the Department's performance with programs and services for all age groups (toddlers to seniors). The evaluation will indicate any observed gaps in service and recommendations for new programs and services the City may consider implementing.

RECREATION PROGRAM ASSESSMENT

The City of Buena Park's Community Services Department plans, implements, and supervises a wide variety of recreation and leisure activities including arts and crafts, aquatics, science, preschool programs, dance, performing arts, a variety of sports and fitness programs, and a number of exciting activities at its Senior Activity Center and Homeless Outreach Services.

Beyond the programs, the City offers a variety of community gatherings and specials events each season, including the Spring Extravaganza, Family Art Festival, Silverado Days, BP CultureFest, Cops and Goblins, and Annual Christmas Tree Lighting.

The classes, activities, special events, and self-directed recreation opportunities are available at the following City facilities and park locations:

- Boisseranc Park
- Buena Park Community Center
- Carl Brenner Park
- Community Gardens (Thelma Avenue)
- Community Gymnasium (Buena Park Middle School)
- Charles A. Lindbergh Park
- Ehlers Event Center
- George Bellis Park
- Images Park
- John Beat Park
- Larwin Park
- Rick Gomez Park
- San Antonio Park
- San Marino Park
- Silverado Trail (SCE Easement)
- Smith-Murphy Park
- William Peak Park

In 2021, the City of Buena Park created a Homeless Outreach Team in its Community Services Department to supplement the efforts of the Police Departments HLO's. The five (5) Homeless Outreach Case Managers and the Outreach Coordinator provide creative, comprehensive, and compassionate solutions to help the homeless community navigate life's barriers. The Team provides resources and referrals to social services, shelter options, and case management.

In September of 2022, the Friendly Center opened at the City's Buena Park Community Center. This Community Resource Center offers vital social service programs to struggling families in the community.

The City's Strategic Plan provides the following goals and objectives for its Community Services Department.

COMMUNITY SERVICES

The City is committed to leisure services that promote a healthy lifestyle, both physically and mentally, and to preserve and protect a desirable park system.

GOAL 1: LEISURE SERVICES
Giving residents varied ways to engage and improve their well-being

- Expand collaborations with local regional agencies to share resources, including recreation classes
- Promote bicycling and walking through the department of pathways in the SCE right-of-way
- Identify the needs and offer programming for the "baby boomer" generation

GOAL 2: PARK SYSTEM MANAGEMENT
Providing for a well-managed and maintained park system

- Maintain City facilities, medians, and other open space areas with sustainable and vibrant landscaping
- Create recreation and open space master plan that addresses infrastructure and irrigation upgrades, and amenities such as WiFi and open space themes
- Expand open space through agreements with school districts
- Explore opportunities with faith-based organizations for additional open space

GOAL 3: CULTURAL SERVICES
Promoting cultural and fine arts events within the community

- Explore opportunities for diverse performing arts programming
- Promote unique and varied events that display the City's cultural diversity

GOAL 4: HOMELESS / COMMUNITY OUTREACH SERVICES
Addressing and working with the unhoused in the community

- Expand relationships to develop comprehensive and compassionate solutions
- Promote referrals to social services, shelter options, and case management

COVID 19 IMPACTS

As with every community, recreation programs and attendance were dramatically affected by the Covid-19 pandemic. For most communities, FY 2019/20 operated at approximately 75% of the norm with the pandemic and closures of parks and facilities hitting communities up and down the state in March 2020.

From the onset, the Department moved into shutdown mode in March 2020 as guidance and mandates were provided by the Orange County Health Care Agency, the Center for Disease Control and Prevention (CDC), and California's Department of Public Health (CDPH). While programs, parks, and services were on hold during the pandemic, the Department quickly responded with alternative virtual programs and services to support the community. The Community Services Department returned to offering its programs and services gradually with reduced participation, and with health and safety protocols in place. With a mid-March closure and its Spring Extravaganza on the schedule in April, the staff received direction to move forward with a drive-thru event. Offering a new event of this nature is difficult enough with ample planning time, but to offer this event on such short notice is evidence of an exceptional staff and its commitment to the community.

PARTICIPATION ASSESSMENT

With an unprecedented pandemic, mandates, and changing requirements of the California Public Health Department, and the shutdown of facilities, programs, and services in Buena Park, this assessment will review the City's approach to return to service with its activities, programs, and community events.

Recreation programs, services, and facilities provide a number of benefits, which help strengthen families, build healthy communities, improve the quality of life for residents, encourage the healthy development of children, and help inspire community leaders. With a quality plan and a responsive, service-oriented team, the City of Buena Park will continue to provide great benefits to its community.

Recreation Programs
- Are essential to personal health;
- Are key to balanced human development;
- Promote health and wellness;
- Protect natural resources;
- Increase cultural unity;
- Are essential to quality of life;
- Reduce self-destructive and anti-social behavior;
- Build strong families and healthy communities;
- Strengthen safety and security in the community;
- Strengthen community image and sense of place; and
- Support economic development.

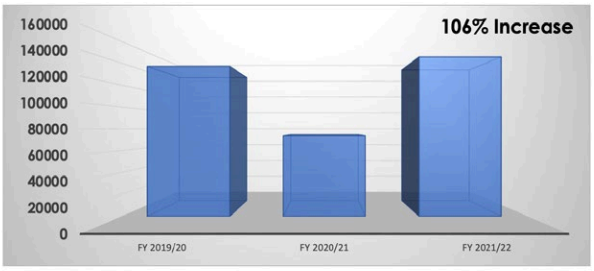
Research shows that parks and recreation programs can change the way people interact with their environment. By providing the community with ways to get involved and stay invested in its green spaces, effective park programming brings many benefits to the health and well-being of residents. Effective recreation programs promote the positive use of leisure time and a lifelong commitment to a healthy lifestyle, personal development, and a strong community.

Early settlers in Buena Park referred to the area as "Plaza Buena", which means "good park" in Spanish. This Parks Master Plan will support the City with its reputation, with its service to the community, and with positive steps to raise the bar with exceptional parks, programs, and services.

While the pandemic challenged staff with closure of parks and programs, the City of Buena Park has done an outstanding job bringing its parks and programs back to action. Many programs have registration and participation levels surpassing those of pre-pandemic levels. Not all programs are back to normal, but most have surpassed previous activity levels or are within 80 percent of pre-pandemic numbers.

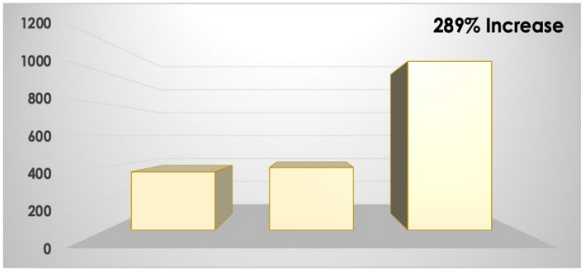
Tables 1-4 highlight the growth of attendance with specific youth programs and services (youth sports, summer camps, and Parents Night Out). Table 1 provides an overview and summary of the registration totals for all programs by year. FY 2021/22 registrations as a whole are six percent beyond those before the pandemic. The participation for youth sports is represented in Table 2, which shows pre-pandemic numbers at 370, increasing 289 percent to 1,070 at the end of FY 2021/22.

TABLE: 1 ALL ACTIVITIES



FY 2019/20	FY 2020/21	FY 2021/22
136,923	73,544	145,541

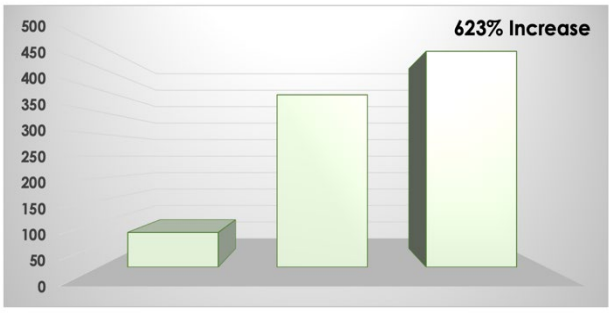
TABLE 2: YOUTH SPORTS



FY 2019/20	FY 2020/21	FY 2021/22
370	397	1,070

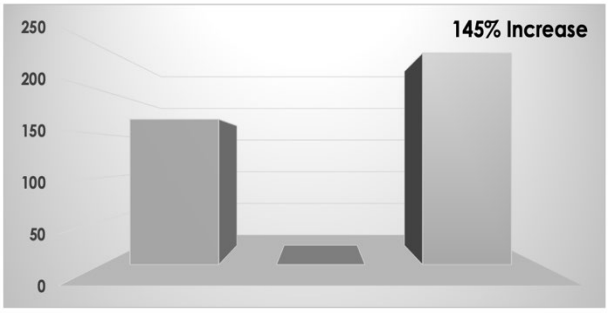
The youth program registrations shown in Table 3 and 4 also display spikes in participation following the pandemic and the reopening of the City's parks, programs, and services. As Table 3 shows, the Summer Camps attendance increased by 623 percent, and Table 4's Parents Night Out increased by 145 percent following the pandemic.

TABLE 3: SUMMER CAMPS



FY 2019/20	FY 2020/21	FY 2021/22
78	388	486

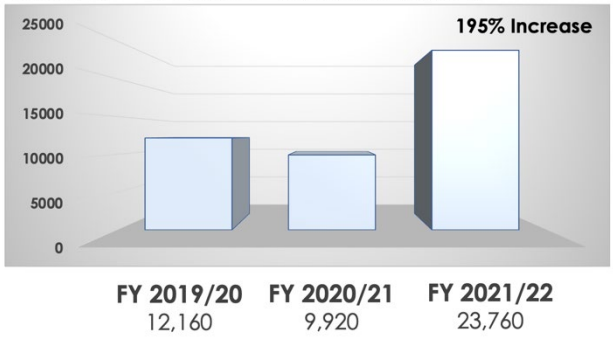
TABLE 4: PARENTS NIGHT OUT



FY 2019/20	FY 2020/21	FY 2021/22
167	0	243

In addition to the classes, programs, and activities, the City's picnic shelter permits have increased substantially as is demonstrated in Table 5.

TABLE 5: PICNIC SHELTER PERMITS



Every City is limited by the facilities, budgets, and staffing available; however, opportunities will always remain for the City to be creative, to partner, and to collaborate with other public and private service providers to expand its footprint and service impact. Other communities have found success by collaborating on programs with a local Boys and Girls Club, a YMCA, a local school, or a neighboring city to expand the City's programs, services, and facilities available to its community.

Goal 1 of the City's Strategic Plan opens with, "Expand collaborations with local and regional agencies to share resources, including recreational classes. The City and Department are committed to this strategy as several partnerships are active in Buena Park. Buena Park Today provides several examples of such partnerships, including programs and services at the following locations:

- West Anaheim Youth Center (YMCA)
- The Map
- Westminster Ice
- El Rodeo Stables

In addition, the City provided our consultant team with the following additional examples of partnerships and agreements to expand, enhance, and provide additional expertise and support to the City's programs and services. The following organizations have working agreements with the City to provide support services, expertise, funding, and logistical support to the City.

- Friendly Center
- Buena Park Noon Lions
- Mercy House
- Second Harvest Food Bank of Orange County
- Meals on Wheels Buena Park & Orange County
- Orange County Transportation Authority
- North Orange County Community College District
- Acacia Quilt Guild of Orange County

YOUTH PROGRAMS AND SERVICES
(PRESCHOOL, SCHOOL AGE, TEENS)

A variety of programs are offered to the community for youth under 18 years. These include specific offerings for preschool-aged (under 5), school-age (5-12 years), and the teenage (13-17 years) population in Buena Park.

PRESCHOOL / EARLY CHILDHOOD PROGRAMS

Quality preschool and early childhood programs introduce hands-on learning opportunities through art, music, dance, cooking, language, and motor-skill activities. These programs help preschoolers develop social and academic skills to prepare them for success in kindergarten and beyond. Feedback from other communities in Orange County report early childhood programs as one of the most in demand and successful programs offered.

The City of Buena Park provides programming for preschool-age children, including the examples shown below:

- Tot Time Playschool
- Little Stars Sports
- Aquatics Parent & Me Swim Lessons
- Dance Classes
- Pee Wee Basketball Clinic
- Horse Fun for Preschoolers

Preliminary Recommendations for Early Childhood / Preschool Programs

While the City has a number of private service providers in the community, and the City provides activities for the early childhood age group, activities for this age group are often reported in other communities as the most in demand and most popular among the City's activities and programs. Should the City choose to offer additional activities for this age group, the City may want to consider the following:

- Providing early childhood programs for toddlers with a variety and assortment of activities, including arts, story time, music, cooking, and game activities in a two to three hour block (two to three days per week). Some of these programs are offered in a mommy and me/parent-toddler format and others are provided for toddlers to support their independence and confidence away from parents.

- Providing programs for parents not interested in committing to a few days per week, but may be interested in classes offered one day per week (30 minutes to an hour). The early childhood program types below can meet this need and demand:

- Preschool sports, such as ice cream leagues;
- Preschool music, dance, and gymnastics;
- Arts and crafts, cooking, and messy activities for toddlers are also in high demand. Preschoolers love these activities, but parents prefer these activities outside their home in a room designed and more appropriate for these messy play activities.

These early childhood classes can be offered inhouse, or can be offered with contract service providers. Cities have been known to recruit contract service providers similar to recruiting staff. As opposed to job applications and resumes, contract service providers submit a program proposal with details of the classes and activities they are qualified and interested in offering for the City.

SCHOOL-AGE PROGRAMS

School-age children spend 80 percent of their time outside of school, and one in five young people in the U.S. are alone after the school day ends. Quality afterschool programs promote positive youth development and offer a safe space where youth can explore, recreate, and play.

Effective afterschool programs provide learning settings with a wide range of benefits to youth, families, and communities. Afterschool programs can support social, emotional, cognitive, and academic development. These programs can reduce risky behaviors, promote physical health, and provide a safe and supportive environment for children and youth.

Quality afterschool programs understand children and youth in different age groups have different academic, psychological, and physical activity needs. A variety of activities should be considered with specific focus to the needs of this age group.

The City of Buena Park provides many recreation programs and opportunities for this age group, including the examples shown below:

- Parks and Playground Programs
- Youth Sports & Fitness Classes
- Swim Lessons
- Gymnastics and Tennis
- Martial Arts
- Summer and Afterschool Camps
- Arts, Theater, and Dance Classes
- Elementary Art Shows
- Buena Park Youth Theater
- Computer Programming
- Science, Robotics, and STEM Programs
- Parents Night Out
- Horse Fun for Kids

- Math Workshops
- WINGS (Wonder, Inspire, Nature, Grow, Succeed) Afterschool Program[1]

[1]Savanna School District

Preliminary Recommendations for School-Age Programs
There are other general recreation classes the City may want to consider providing. Some examples include:

- Astronomy Classes
- Arts and Crafts
- Cooking Classes

- For working parents, access to day care and camps during the summer and on school breaks is critical. While the City provides this valuable service, some families may not need a full-day program. The City has a few multi-day camps listed for less than two hours per day. Providing more half-day and specialty camps may breathe new life into these camps.

- Other cities have found success by providing half-day specialty camps, such as sports camps, science camps, splash camps, dance camps and other program specific camps. With Buena Park's partnership with El Rodeo Stables, The Map, and Westminster Ice, there may be opportunities for 3-4 hour half day camps.

  Offering these half-day camps in the mornings and other camps in the afternoon provides parents options to work around their family's need for camps. A child may have a passion for activities on the ice, on the tennis court, or with horses in the stables, and with a little planning and coordination, the City can provide a camp to allow time in the stables in the morning and an afternoon of learning computer programming skills.

- Afternoon camps can also create options for children attending summer school in the mornings. Children can attend summer school in the morning and an arts camp in the afternoons.

- There may also be opportunities available to partner with a local school to jointly offer programs after summer school and after the school day on campus.

TEEN PROGRAMS
Positive Experiences + Positive Relationships + Positive Environments = Positive Teen Development. Consistent with the Interagency Working Group on Youth Programs, Positive Teen Development is an intentional, prosocial approach that engages teens within their peer groups, communities, schools, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by providing

opportunities, fostering positive relationships, and furnishing the support needed to build on their leadership strengths.

Buena Park provides programs for age groups inclusive of teens and a few dedicated to teens; however, many of the programs and activities include younger and/or older participants. The following is a summary of the teen programs offered in Buena Park:

- Teens Night Out
- VOLT Volunteer Program
- VOLT Leadership Committee
- Arts, Theater, and Dance Classes
- Middle School/High School Art Show
- Buena Park Youth Theater
- Computer Programming
- Basketball & Volleyball Classes

- Youth Employment Services
  Providing resources, training, and mentors for teens as they prepare to enter the work force is a valuable tool for teens and is helpful for local businesses. Connecting businesses with teens looking for a job is a start, but these youth employment programs can also provide resources, tips, and examples to help teens and young adults successfully navigate the job search process.

  The Buena Park Collaborative provides a number of social service programs in Buena Park including a partnership with OCAPICA to provide a Youth Employment Program. The program provides at risk young adults, 16-24 years old, with one on one case management, job readiness workshops, support for essential needs, a paid work experience program as well as educational advising. The City provided financial support to the Buena Park Collaborative through the CDBG program, but may want to explore additional opportunities to provide in kind or other support for these valuable services.

Preliminary Recommendations for Teen Programs

- Teen Dances
- Battle of the Bands
- Skateboarding
- Leaders in Training
- Junior Lifeguards
- A Teen Center and Indoor Spaces designed with teens in mind

- Leaders in Training (LIT) and Junior Lifeguards
  Work experience programs such as Leaders in Training and Junior Lifeguards provide a valuable service for teens and for the community. Teens get their first experience in the workplace, and these programs provide a resource and

another set of eyes/hands to support your staff, programs, and facilities. These programs are often an excellent recruiting tool. As is common in most communities today, Buena Park has been challenged with recruiting sufficient part-time personnel for its programs, which makes these programs something worth considering today.

PROGRAMS AND ACTIVITY TYPES

Between school and downtime, we hope most youth have an opportunity to experience an extracurricular activity. As opportunities are available, children should be encouraged to try a variety of activities. These classes, sports teams, and other programs provide children and teens an opportunity to pursue a special interest that's outside of the typical educational curriculum. These programs can also boost children's social and academic skills. Luckily, there are more choices than ever for kids to find a pursuit that may ignite a true passion.

SPORTS, FITNESS, AND AQUATICS

The City has an impressive assortment of sports, fitness, and aquatics programs available through the Community Services Department. The programs below provide something literally for everyone from tots to teens, and from adults to seniors. Examples of these programs and services are provided below:

BUENA PARK SPORTS PROGRAMS

- Youth Track & Field Meet
- Youth Basketball
- Youth Volleyball
- Youth Soccer
- Sports Smash
- Summertime Sports Series
- Youth Sports Leagues
  - Youth Soccer League
  - Youth Basketball League
  - P-Nut Baseball Leagues
- Gymnastics
- Skyhawks Sports
  - Multi-Sport
  - Soccer
  - Flag Football
- Martial Arts
  - Aikido
  - Special Needs Martial Arts
  - Karate/Self-Defense
  - Stick & Move Martial Arts
  - Japanese Swordsmanship - laido
- Westminster Ice
  - Parent & Me Ice Skating
  - Ice Skating for Tots
  - Beginning Ice Skatng
  - Ice Hockey Skating Skills
  - Ice Skating for Adults

- Adult Sports Leagues
  - Softball
  - Basketball
  - Volleyball
- Tennis
  - Aces Tennis Classes
  - Adult Cardio Tennis
  - Skyhawk Tennis

Preliminary Recommendations for Sports

While Buena Park provides many great sports activities, there are popular programs offered in other communities the City of Buena Park may want to consider. Some examples include:

- Adult Leagues
  - Soccer
  - Futsol
  - Flag Football
  - Lacrosse
  - Cornhole
- Youth and Adult Ice and/or Roller Hockey Leagues
- Youth Lacrosse and Rugby Leagues
- Tennis Camps, Leagues, and Ladder Play
- Badminton Programs and Leagues
- Pickleball Programs and Leagues
- Ice Cream Leagues – Sports Leagues for Tots

Note:

- Some of the sports listed above require specific courts and facilities that may not be available to the City today. With this said, use and/or collaborations with local schools and other private service providers, such as The Map, Westminster Ice, YMCA's and Boys and Girls Clubs can often provide space, facilities, and an operations partner to provide these programs for the community.

BUENA PARK FITNESS CLASSES

- PiYo
- Zumba
- Yoga – Kundalini
- Strength and Conditioning Training
- Tai Chi Chuan
- Combined T'ai Chi Chih (Los Alamitos Community Center)
- Adult Boot Camp
- At Home Cardio Workout

Preliminary Recommendations for Fitness Classes
The City of Buena Park has a comprehensive fitness program for its community, but may want to consider the following:

- Senior Splash (Water Aerobics for Seniors)
- Running and Bicycle Clubs[1]

[1]Included among Community Services' Goal 1 of the City's Strategic Plan.

BUENA PARK AQUATICS ACTIVITIES
The City of Buena Park has pools at Boisseranc Park and Peak Park, and has a wading pool at Carl Brenner Park. Programs are provided for little ones as young as 10 months and for ages up to adults. Examples of the programs and services provided include:

- Group, private swim lessons
- Pool Rentals
- Recreation Swimming
- Saturday Theme Days

Preliminary Recommendations for Aquatics
The City of Buena Park has a comprehensive aquatics program for its community, but may want to consider the following:

- Junior Lifeguards
- Synchronized Swimming
- Summer Splash Camps
- Dive-in Movies
- Teen Pool Parties
- Birthday Party Packages

PERFORMING AND VISUAL ARTS
Dance and performing arts programs can provide powerful benefits for children by nurturing their talent and sparking their creativity. Creative movement can positively impact a child's physical, emotional, and mental health, and… dancing is a fun way to release a child's energy and excitement!

Many studies have concluded that youth who participate in performing arts enjoy improved performance in their academic subjects. The confidence gained and the enhanced communication skills developed often empower these youth in whatever career path they decide to take up as young adults.

Examples of Buena Park dance and performing arts programs include:

- Buena Park Youth Theater
- Civic Theater
- Community Chorus Performances
- BP CultureFest
- Webby Ballet & Tap Combo
- Webby Beginning Classical Ballet
- Webby Creative Dance & Ballet
- Belly Dancing
- Ballroom Dance
- Line Dancing

Preliminary Recommendations for Performing Arts

The City of Buena Park has a comprehensive performing arts program for its community, but may want to consider the following:

- Voice and Singing Classes and Activities

SCIENCE, TECHNOLOGY, ENGINEERING AND MATH (STEM Programs)

Science and nature activities help children to better understand the environment they live in. These activities help children develop analytical thinking, problem solving and coping skills. Science and nature activities are also important in developing children's creativity.

Examples of STEM programs provided in Buena Park include:

- Galaxy Defenders
- Secret Agent Lab
- Crazy Chemworks
- Rollercoaster Robotics
- Robots 101
- Nasa Space Academy
- Science in Action
- Blue Brain Robotics
- Edison Robotics
- Robotics Fun with Robo X1
- Community Gardens
  - In-ground garden plots x168 (Community Garden at Thelma Ave.)
  - Raised garden plots x20 (Senior Center)
  - Raised garden plots x10 (Anticipated opening in 2023 – Ehlers Event Center)
  - Raised garden plots x10 (Anticipated opening in 2023 – Bellis Park)

- Computer Programming
  - Mit Scratch Programming
  - Create Video Games with Unity Engine
  - Unreal Engine Game Design
  - Video Game Design
  - Intro to Computer Coding
  - Intro to Python Coding
  - Mindcraft Make Code
  - Game Development and Design

Preliminary Recommendations for STEM Programs
The City provides a variety of STEM programs for its community, but may want to consider adding Gardening Classes in conjunction with its Community Gardens and potentially with the University of California Master Gardeners. Additional information on the UC Master Gardeners is available online at https://mg.ucanr.edu

ARTS & CRAFTS CLASSES/ACTIVITES
Arts and Crafts are a great outlet to explore, express, and create, especially for children during their growing years. Arts and Crafts are an integral tool in child development as it fuels their curiosity, creativity and provides them with an outlet. Creating their projects helps with motor skill development, problem-solving and critical thinking skills and is often directly linked to improved academic performance.

Examples of the programs offered in Buena Park include the following:
- Anime Art
- Cartoon Drawing
- Palettes in the Park
- Scrapbooking & Card Making
- Artists Workshop
- Family Art Festival
- Art Exhibits and Shows
- Middle & High School Art Show

Preliminary Recommendations for Arts and Crafts
The City of Buena Park may want to consider the following:

- Cooking and Culinary Arts
- Ceramics for Children & Adults
- Jewelry Making Classes

CHILD CARE & DAY CAMPS
Providing quality after-school childcare and day camps when school is on break can support social, emotional, cognitive, and academic development. These

programs can also reduce risky behaviors, promote physical health, and provide a safe and supportive environment for children and youth.

The City of Buena Park provides opportunities for these afterschool childcare and day camp programs with the following programs:

- Summer Camp
- Cowboy/Cowgirl Summer Camp
- Skyhawks Soccer Camp
- Computer Animation Camp
- Watercolor Camp
- WINGS (Wonder, Inspire, Nature, Grow, Succeed) Afterschool Program[1]

[1]Savanna School District

Preliminary Recommendations for Child Care
The City may want to consider providing additional day camps opportunities, such as the examples included below:

- Afterschool Child Care
- Recommendations for specialty and half-day camps described in more detail on page 10 in the School Age Programs Section.

BUENA PARK PUBLIC LIBRARY DISTRICT
The Buena Park Library District is an independent special district organized in 1919 under the Education Code of California, Sections 19600-19734. This free public library presents and makes its facilities available for a variety of programs for youth and adults, and prioritizes the materials and services based on the needs of the Buena Park community.

The Volunteer Guild, the Library's support group, works diligently to provide supplemental funding for programs for children, teens and adults and for other important library services to its community. The Guild Book Store is located on the second floor of the Library.

Our Mission – Why we're here
- The Buena Park Library is committed to providing free and equal access to information, programs and services to educate, entertain and enrich the lives of our diverse community.

Our Vision – What we want to achieve
- The Buena Park Library is our community's center for discovery, lifelong learning, enjoyment, and connection with others.

ADULT PROGRAMS

We all know that leading an active lifestyle is good for us. If you participate in regular moderate physical activity, you can expect to enjoy numerous health and social benefits. Regular physical activity is one of the most important things you can do for your health. Being physically active can improve your brain health, help manage weight, reduce the risk of disease, strengthen bones and muscles, and improve your ability to do everyday activities.

Adults who sit less and do any amount of moderate-to-vigorous physical activity gain health benefits. Only a few lifestyle choices have as large an impact on your health as physical activity. Everyone can experience the health benefits of physical activity… age, abilities, ethnicity, shape, or size do not matter.

The City of Buena Park offers a variety of activities for its adult population:

Fitness Classes
- Boot Camps
- At Home Cardio Workouts
- PiYo
- Yoga – Kundalin
- Zumba

Adult Sports Leagues
- Softball
- Basketball
- Volleyball

Martial Arts
- Aikido
- Tai Chi Chuan
- Japanese Swordmanship
- Self-Defense for Women

Tai Chi Chih
Belly Dancing
CPR and First Aid
Smoking Cessation
Ice Skating for Adults
Community Gardens
Palettes in the Park
Community Chorus
Microsoft Computer Classes
Horse Fun for Adults
Adult Tennis Classes

Preliminary Recommendations for Adult Programs

The City of Buena Park has a comprehensive adult program for its community, but may want to consider the following:

- Adult Sports Leagues
  - Soccer
  - Flag Football
  - Kickball
  - Tennis and Pickleball
- Cornhole Tournaments

Note:

- While the City's outdoor sports facilities are limited, there may be opportunities to collaborate with neighboring cities on these programs. As an example, Buena Park may provide one or more fields on one or more days, and a neighboring community and/or school district may provide other fields on other days.

SENIOR PROGRAMS

Recognizing California's population of residents 65 years and older is projected to grow to 8.6 million by 2030, Governor Gavin Newsom issued an executive order calling for the creation of a Master Plan for Aging (MPA) in June 2019.

California's Master Plan for Aging (MPA) affirms the priority of the health and well-being of older Californians. It is a "blueprint" for the state, local governments, the private sector, and philanthropy to better prepare California's leadership on aging, disability, and equity.

The Master Plan for Aging outlines five goals and twenty-three strategies to build a California for All Ages by 2030. The following briefly describes these goals:

Goal One: Housing for All Ages and Stages
- We will live where we choose as we age in communities that are age, disability, dementia-friendly, and climate and disaster-ready.

Goal Two: Health Reimagined
- We will have access to the services we need to live at home in our communities and to optimize our health and quality of life.

Goal Three: Inclusion and Equity, Not Isolation
- We will have lifelong opportunities for work, volunteering, engagement, and leadership, and will be protected from isolation, discrimination, abuse, neglect, and exploitation.

Goal Four: Caregiving That Works
- We will be prepared for and supported through the rewards and challenges of caring for aging loved ones.

Goal Five: Affording Aging
- We will have economic security for as long as we live.

The City of Buena Park's mission for Seniors is to "provide the mature adult population in the community with a diverse offering of recreational, educational, social and human service programs in environments which promote a spirit of dignity and limitless potential for later life enrichment."

The City of Buena Park offers an assortment of programs and services for seniors at its Senior Activity Center. A combination of self-directed activities, scheduled programs, and services are available for the senior community, including:

- Senior Nutrition Program
  - Senior Café
  - Meals on Wheels OC Home Delivered Meals
  - Grocery Food Distribution
- Special Events
- Senior Transportation
- Computer Lab
- Senior Outreach & Social Services
  - Resource and Information
  - Homeless Outreach
  - Clutter Support Group
  - Caregiver Support
  - Grief Support Group
  - Legal Aid
  - Medicare Counseling
  - AARP
  - Tax Assistance
- Senior Clubs
  - Social Club
  - Needlecraft Club
  - Scrapbooking Club
  - Acacia Quilt Guild
  - Boys 'n Berries Square Dance Club
- Senior Sports & Fitness
  - Pickleball
  - Senior Fitness Facility
  - Take Off Pounds Sensibly (TOPS)
  - Fit Mind, Fit Body
  - Exercise Classes
  - Table Tennis
- Line Dancing
- Hula & Ukulele
- Karaoke
- Senior Billiards & Game Room
- Bingo
- American Mahjong
- Senior Art Display
- Community Gardens
- North OC Continuing Education Classes for Seniors
- Autumn Movie Night
- Senior Dances
- Korean Dancing and Drum

Preliminary Recommendations for Seniors

The City provides a comprehensive program for its senior community, but may want to consider adding gardening classes in conjunction with its Community Gardens and potentially with the University of California Master Gardeners. Additional information on the UC Master Gardeners is available online at https://mg.ucanr.edu.

SPECIAL EVENTS

Community-wide events bring people from all walks of life together, strengthening the bonds between them. Studies have shown that building healthy relationships and spending time with your family, friends, and others in your community can help improve your mental well-being.

Establishing a strong identity and a sense of pride for a community is important, especially for smaller cities. Smaller cities can use community events to connect residents and to keep old traditions alive, while making new traditions.

The City of Buena Park provides several special events each season to bring the community together in celebration.

A sample of these events include:
- Spring Extravaganza
- Movies Under the Stars
- Summer Concert Series
- Symphony on the Go!
- Community Chorus Performances
- BP CultureFest
- Silverado Day (BP Noon Lions)
- Cops and Goblins
- Art Shows and Art Festivals
- Food Truck Festival
- Candy Caneland and Craft Fair
- Christmas Tree Lighting
- Civic Theater
- Memorial Day Remembrance
- Veteran's Honor Walk
- All-City Track and Field Meet
- Family Art Festival

Preliminary Recommendations for Special Events
The City of Buena Park may want to consider offering joint events in conjunction with the North Orange County Chamber. Events such as an Art Walk in a Buena Park business district to celebrate local artists. These events bring the community together in celebration, but also assist in bringing an audience to the business district to promote these local businesses.

Note:
- Events are typically challenged with attendance in its first few years. Most events often kick off with a modest crowd and as word spreads, grow with excitement in future years. With this in mind, as opposed to new stand-along special events,

take your creative new idea/event to the people. Success can be achieved by bringing small events to a large community gathering or to another established special event.

- Events are also typically challenged with budgets for new or growing special events; however, popular/signature events with large crowds and attendance have built-in opportunities for sponsorships from local businesses.

SOCIAL SERVICES

Parks and communities are more than just arts, music, and sports classes. The benefits of recreation are meaningless to a child, parent, or family in crisis. The City of Buena Park has a Homeless Outreach Team, Senior Outreach and Social Services, Grocery Food Distribution, Resource and Information for Seniors, and additional social services online through 2-1-1 Orange County through its Seniors and Human Services Division.

As its website shares, "The City of Buena Park is committed to addressing and working with the unhoused in the community, and has taken several steps to assist individuals. In 2016, the Buena Park Police Dept. established the Homeless Liaison Officer (HLO) Unit, comprised of specially trained police officers dedicated to going out into the community and assisting the unhoused population".

"In 2021, the City added a separate Homeless Outreach Team to supplement the HLO's efforts. The Homeless Outreach Team is made up of case managers and an outreach coordinator that are taking a tailored approach to support the unhoused community. The team fosters relationships to develop comprehensive and compassionate solutions that include referrals to social services, shelter options and case management. The team is out in the community connecting with unhoused individuals on a daily basis".

The Buena Park Community Center is the new home of the Friendly Center. Officially opening its doors on September 14, 2022, the Friendly Center is a Community Resource Center offering over 15 wraparound programs to provide struggling families the unique opportunity to find resources that combat the various intersecting barriers of poverty while meeting immediate needs. Friendly Center's multifaceted, holistic approach of providing assistance through a variety of programs effectively helps families transition from crisis to self-sufficiency.

The City is also supported with social services provided by the Buena Park Collaborative. The Buena Park Collaborative is a collective of residents; representatives of elected federal, state, and county officials; city government; city services organizations; faith-based organizations; businesses; non-profit organizations; and county and state agencies. The City has provided financial support to the Buena Park Collaborative through the Community Development Block Grant Program (CDBG). The Buena Park Collaborative is invested in impacting the health and well-being of the Buena Park Community.

These programs are critical as they provide a caring and helpful hand to individuals, couples, and families with support and assistance to identify and access available services.

Preliminary Recommendations for Social Services

The Seniors and Human Services Division provides valuable and needed services to the community of Buena Park. The City's website markets and targets these services to seniors and to the homeless community, yet similar resources and services are provided by the Friendly Center at the Buena Park Community Center and the Buena Park Collaborative, described above.

The City may want to consider providing additional information and exposure to these valuable social services on its website. These programs and services are provided to the community, but are not found as a service or resource on the City's website as is 2-1-1 Orange County, the National Association on Mental Illness, or the OC Health Agency Crisis Assessment.

DISABILITY SERVICES

Nearly everyone faces hardships and difficulties at one time or another, but for people with disabilities and special needs, barriers can be more frequent and have a greater impact. The World Health Organization (WHO) describes barriers as being more than just physical obstacles. These include aspects, such as…

- A physical environment that is not accessible;
- A lack of relevant assistive technology (assistive, adaptive, and rehabilitative devices);
- Negative attitudes toward people with disabilities; and
- Services, systems, and policies that are either nonexistent or that hinder the involvement of all people with a health condition in all areas of life.

Community inclusion is the opportunity to live and exist as a contributing member of the community while being valued for one's abilities and uniqueness, regardless of disability. The ultimate goal of community inclusion is the participation of people with intellectual and developmental disabilities across a range of areas, including:

- Employment
- Housing
- Education
- Recreation and Leisure
- Civic Engagement
- Peer Support

Inclusion of people with disabilities into everyday activities involves practices and policies designed to identify and remove barriers such as physical, communication, and attitudinal, that hamper individuals' ability to have full participation in society, the same as people without disabilities. Inclusion involves:

- Receiving fair treatment from others (nondiscrimination);
- Making products, communications, and the physical environment more usable by as many people as possible (universal design);
- Modifying items, procedures, or systems to enable a person with a disability to use them to the maximum extent possible (reasonable accommodations); and
- Eliminating the belief that people with disabilities are unhealthy or less capable of doing things (stigma, stereotypes).

Public entities have an ongoing obligation to ensure individuals with disabilities are not excluded from programs and services because facilities are unusable or inaccessible to them. ADA allows entities confronted with limited financial resources to improve accessibility without excessive expense. In the years since the ADA took effect, public facilities have become increasingly accessible.

Disability inclusion involves input from people with disabilities, generally through disability-focused organizations, program or structural design, implementation, monitoring, and evaluation.

Delivery of services to persons with special needs can present numerous challenges including training of workers, finding staff with training in specific areas for children who need one-on-one attention, and keeping costs low, while providing appropriate and quality accommodations. For parents, the continuum of special services and childcare for their special needs child from infant care to preschool to kindergarten and beyond can be challenging when considering cost, availability, location, and transportation.

Preliminary Recommendations for Disability Services

- Create a Committee or Commission to act in an advisory capacity to the City Council and City staff to address concerns or issues affecting people with special needs, including those with physical and mental disabilities, and to make recommendations on new programs and services.

- Develop an Inclusion Policy dedicated and committed to following the guidelines established by ADA to ensure all programs, activities, and services are accessible and available to individuals with disabilities.

- Develop inclusion programs to allow participants the opportunity for more "hands-on" job training classes, to improve their potential for finding employment.

- In cooperation with local school districts and the County of Orange Social Service Agency, develop programs specific to persons with disabilities, such as independent living programs, summer programs, after school programs, and job training to support its residents with disabilities.

- Explore cooperative agreements with other Orange County communities and nonprofits, such as REACH or the Regional Center of Orange County to provide programming opportunities for persons with intellectual and developmental disabilities.

Who is Buena Park?
A Community Profile

Understanding the demographic context of a community can create a valuable perspective for understanding current parks and recreation facility and program requirements and, moreover, for anticipating parks and recreation facility and program needs in the future. A complete demographics analysis was developed utilizing the Environmental Systems Research Institute (Esri) 2022 demographic datasets. This information helps to gain a deeper understanding of "whom" the community is and "where" they are geographically. Exhibit 1 illustrates the 2022 demographic profile for the City of Buena Park, California.

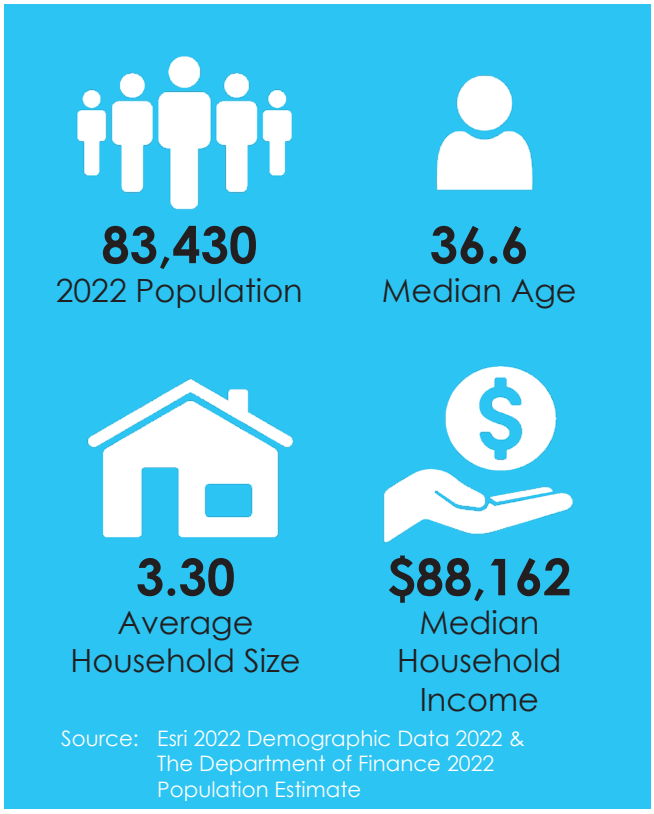


Exhibit 1: City of Buena Park Demographic Profile

Five community characteristics have been prepared as a foundation for understanding City residents' recreation needs and preferences now and in the future.

- Population estimates and forecasts;
- Age distribution;
- Household information;
- Household income; and
- Tapestry lifemode groups.

POPULATION ESTIMATES AND FORECASTS

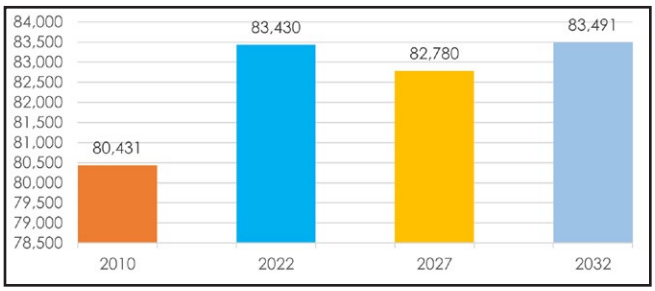


Exhibit 2: Buena Park Population Growth (2010-2032)

Exhibit 2, Buena Park Population Growth, presents a twenty-two year history of population growth within the area. As the data illustrates, the population during the 2010 to 2022 time frame has increased from 80,431 residents to 83,430 residents, reflecting a 3.7% change, with approximately 250 new residents documented each year on average.

The Esri forecast data set predicts a decrease in the population with a total population of 82,780 in 2027. The five year growth percent change from 2022 to 2027 of -0.9% is below the County's average growth rate of -0.1% change from 2022 to 2027. The forecasted population for the City of Buena Park in 2032 is 83,491.

California's resident population has been declining, according to the latest data from the U.S. Census Bureau published in March 2022. Lower levels of international migration, declining birth rates, increases in deaths, the high cost of living, soaring housing prices, and more work-from-home options all play a role in this trend of declining population in California cities.

AGE DISTRIBUTION

The City of Buena Park's Age Profile is illustrated in Exhibit 3 and Exhibit 3.1. The City of Buena Park's age profile is similar to that of the County of Orange. Buena Park has a slightly higher youth population compared to the County of Orange; 23% of the population is below 19 years of age. 14% of the population in Buena Park is over 65 years of age, which is lower than the 17.6% that are over 65 years of age for all of Orange County.

Overall, the City of Buena Park's age profile shows that all ages are equally represented in the City. There is a mixture of toddlers, youth, young adults, middle aged, active adults, and seniors in the city which require a wide varieity of recreation opportunties.

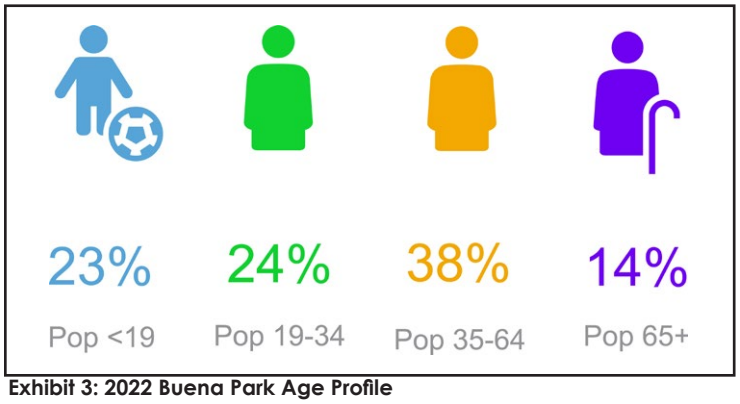


Exhibit 3: 2022 Buena Park Age Profile

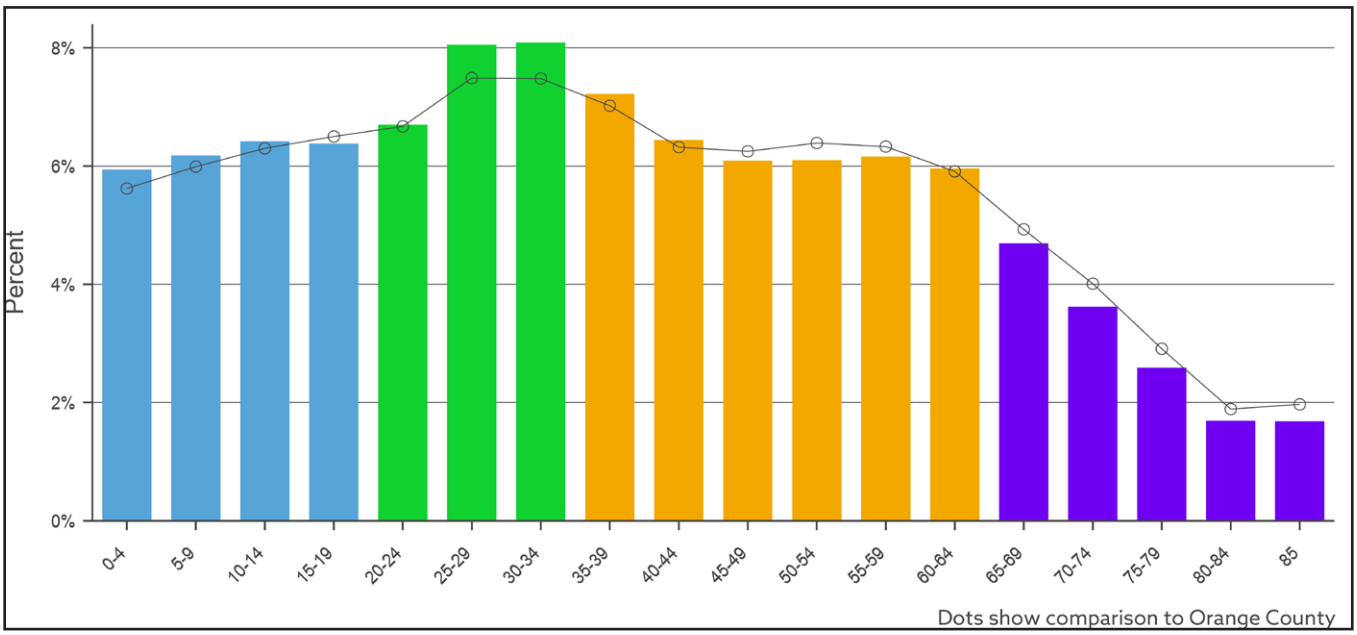


Exhibit 3.1: 2022 Buena Park Age Profile compared to Orange County Age Profile

Exhibit 4, Population Change by Age Group, presents a seventeen-year pattern of population growth by age group within the City.

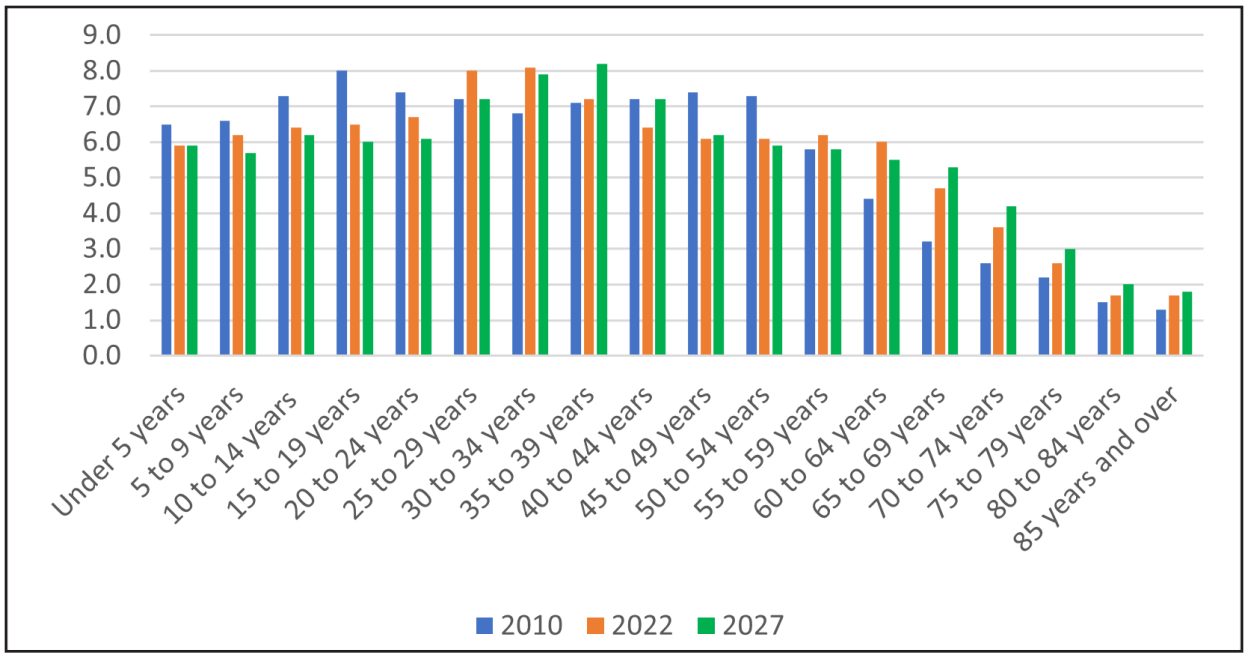


Exhibit 4: Population Change by Age Group (2010, 2022, 2027)

Exhibit 4 reveals:

- During the 2010 to 2022 time frame, the *greatest growth* in population by age group was evidenced among City residents 65 to 69 years (46.9%), those 70 to 74 years (38.5%), and those 60 to 64 (36.4%).
- During the 2010 to 2022 time frame, the *greatest decline* in population by age group was evidenced among City residents under 15 to 19 years of age (-18.8%), those 45 to 49 years (-17.6%), and those 50 to 54 (-16.4%).
- Overall the population under 19 has been declining and will continue to decline which is similar to the County trend.
- In 2010, 43.7% of Buena Park households had children under the age of 18.
- As a result of the changes in the distribution by age, the median age in the City grew from 35 years in 2010 to 36.6 years in 2022.

HOUSEHOLD INFORMATION

Average household size in the City of Buena Park remained the same with 3.37 persons per household in 2010 to 3.30 persons per household in 2022 which is higher than the County average of 2.91 persons per household in 2022.

Exhibit 6 illustrates housing unit growth in the City during the 2010 to 2022 time frame occurred at a 4.3% rate, with approximately 88 new housing units documented each year on average. The City housing unit growth during the 2010-2022 time frame (4.3%) was below the rate in the County which was 8.9%.

Exhibit 7 shows the City's proportion of homeowners has been similar over the past twelve-year period from 53.1% to 52.2%. Renters have increased slightly (4.1%) during the 2010 to 2022 time frame.

The median housing value of $646,917 in the City of Buena Park in 2022 is below the median value of $783,700 in Orange County.

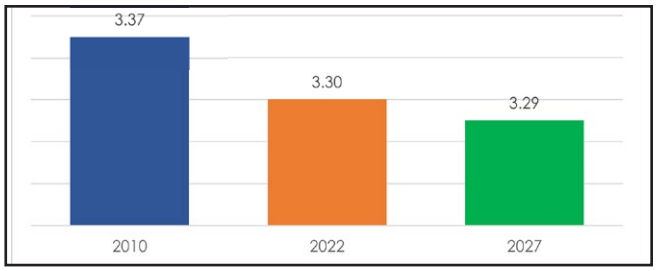


Exhibit 5: Average Household Size

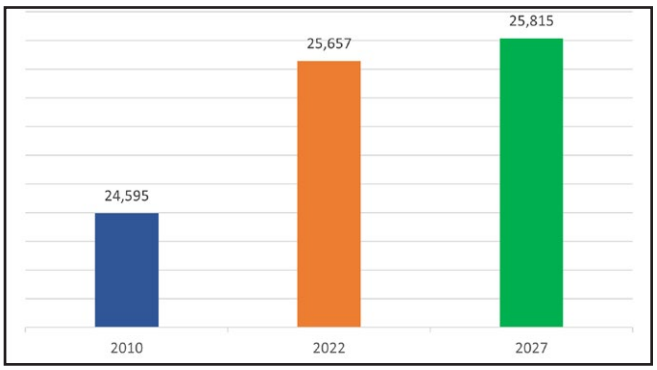


Exhibit 6: Number of Housing Units in Buena Park

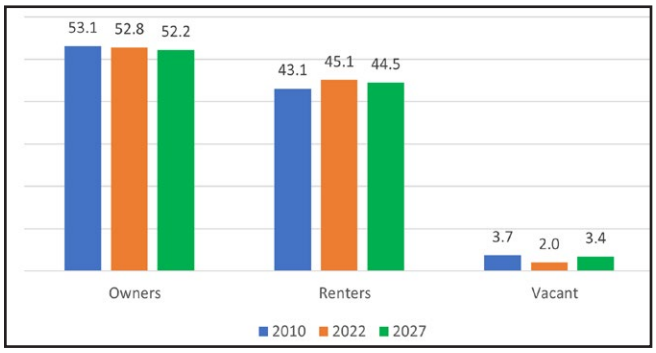


Exhibit 7: % of Owners, Renters, and Vacant Housing Units

HOUSEHOLD INCOME

The median household income in 2022 for the city was $88,162. The median household income for the County of Orange was $105,674 in 2022. The median income figure in the City is projected to grow 16.9% during the 2022 to 2027 period compared to 15.6% for the County.

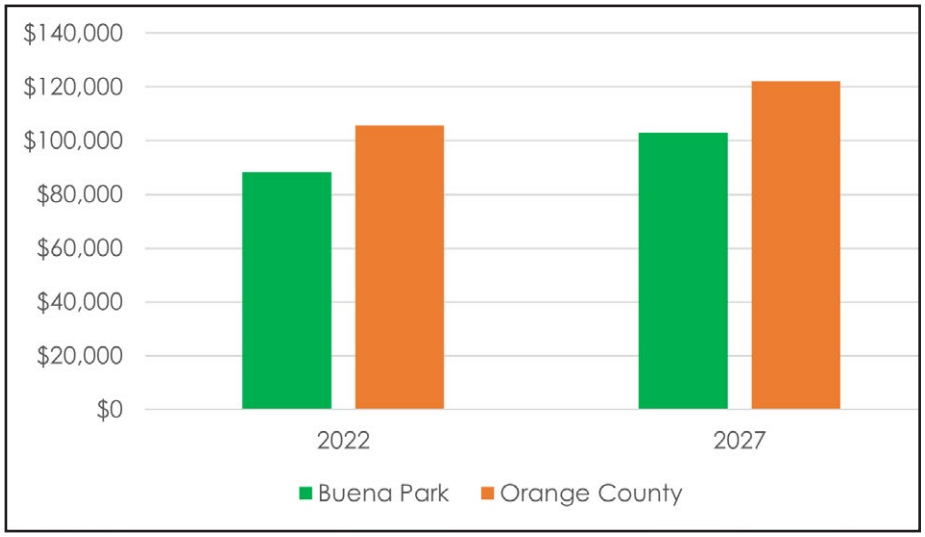
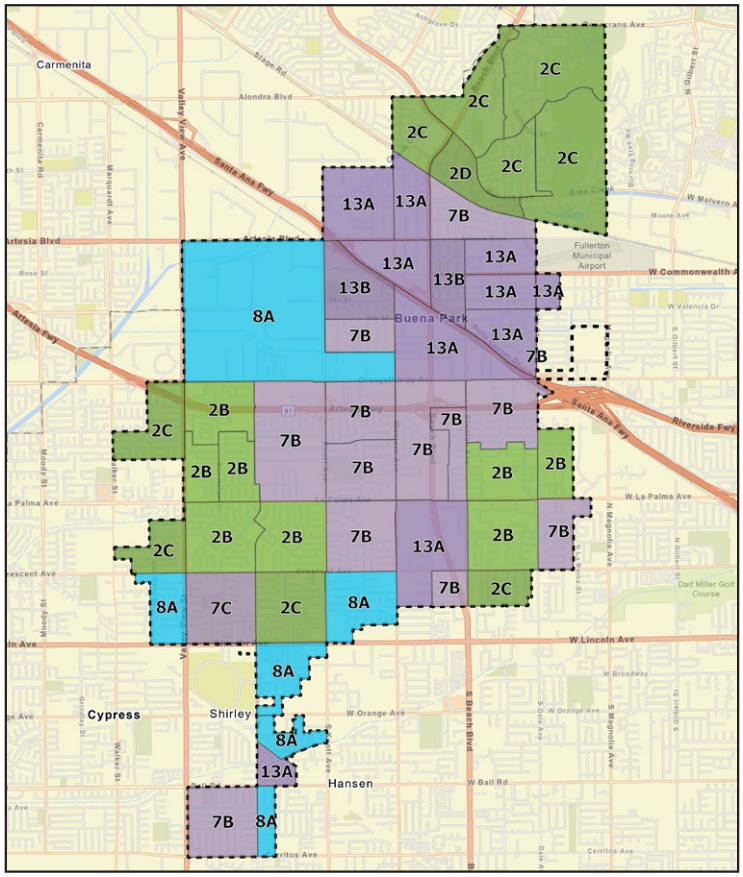


Exhibit 8: Median Household Income in Buena Park compared to Orange County

TAPESTRY SEGMENTS

Esri's Tapestry Segmentation System is built from using a large, well-selected array of attributes of demographic and socioeconomic variables to identify numerous unique consumer markets throughout the United States. Reflecting the diversity among American neighborhoods, Tapestry includes 67 distinct market segments. For a broader view of consumer markets, segments are summarized by 14 LifeMode groups. LifeMode groups share similar demographic characteristics and consumer behavior patterns. Neighborhoods with the most similar characteristics are grouped together.

Households in the City of Buena Park fall into one of four Tapestry Lifemode groups:



2 (2B, 2C, 2D)

Average Age:	40.2
Average Income:	$91K
% of Buena Park HH:	35.30%

Typically prosperous married couples living in older suburban neighborhoods or townhomes. Majority are homeowners. Many with older children. Generally interested in active recreation and fitness.

7 (7B, 7C)

Average Age:	33.3
Average Income:	$56.5K
% of Buena Park HH:	27.89%

Typically young married couples with children and grandparents who are multi-generational and multilingual. Focus on children activities. Generally interested in sports and water/theme parks. Comfortable with technology.

13 (13A, 13B)

Average Age:	30.6
Average Income:	$42K
% of Buena Park HH:	27.44%

Typically married couples with children. Includes Spanish speaking households. Generally interested in active recreation including soccer. Enjoy music and theme parks. May use public transportation.

8 (8A)

Average Age:	39
Average Income:	$69K
% of Buena Park HH:	9.37%

Mix of single/married, renters/ homeowners, and middle/working class. Majority attended college. Internet savvy. Commonly interested in night life and outdoor activities.

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

BENCHMARK ASSESSMENT (DRAFT 03.29.23)

This benchmark assessment is a comparison of the City of Buena Park with similar communities in the surrounding region of north Orange County. A review, study, and benchmark of Buena Park's performance compared to communities with similar characteristics in population, demographics, and cultural make-up is a tool to help the City answer the question, "how are we doing?"

The City of La Habra, Yorba Linda, and Placentia were selected due to proximity, size, and demographics. This assessment measures components of the park system in Buena Park and provides a comparison with similar agencies for the purpose of identifying and evaluating potential opportunities to raise the bar with an aim of increasing some aspect of the City's performance.

With respect to the data reported, it is important to understand variances will exist with information due to how each agency collects, maintains, and reports its data. Minor variations are common, but any significant variation will be noted. These variations may impact per capita comparisons and allocation data within the budget. The comparisons and metrics in this benchmark must be viewed with this in mind.

For additional perspective beyond this benchmark comparison, the National Parks and Recreation Association (NRPA) provides similar metrics to assist the City in evaluating and measuring its performance. The 2022 NRPA Agency Performance Review provides a comprehensive resource of data and insights for park and recreation agencies in the United States. The 2022 NRPA Agency Performance Review highlights 27 of the most critical park and recreation metrics collected from the NRPA Park Metrics database. More information is available on the NRPA website, https://www.nrpa.org.

TABLE 1 – GENERAL COMPARISON OF CITIES AND DEPARTMENTS

	Buena Park	La Habra	Yorba Linda	Placentia	Average
DEPARTMENT NAME	Community Services	Community Services	Parks & Recreation	Community Services	
MAINTENANCE RESPONSIBILITY	Public Works	Public Works	Parks & Recreation	Public Works	
MAINTENANCE BY CONTRACT?	Yes	Yes	Yes	Yes	
SOCIAL SERVICES PROGRAM?	Yes	Yes[1]	Yes[1,2]	Yes	
PARK ACRES	119.66	111.47	171.08	60.9	115.78
ACRES PER 1,000 RESIDENTS	1.41	1.74	2.46	1.17	1.69
CITY PARKS	13	21	29	15	22
PARKS PER 1,000 RESIDENTS	0.15	0.33	0.42	0.29	0.30
CITY SIZE (SQ MILES)	10.56	7.56	19.86	6.63	11.15
PARKS PER SQUARE MILE	1.23	2.78	1.46	2.26	1.93
CURRENT POPULATION (2023)	85,084	63,955	69,566	52,211	67,704

1. Social Services primarily offered for Senior Citizens
2. Social Services primarily available with online resources

Summary

- All of the cities in the benchmark assessment are named Community Services, with the exception of Yorba Linda.
- Buena Park and Placentia are the only cities offering comprehensive social service programs in-house. The social services in the other cities are specific to seniors and/or provided through others, such as the County of Orange Social Services Agency.
- As Exhibit 1A illustrates, the City of Buena Park provides 1.41 park acres per 1,000 residents.
- Buena Park provides 1.23 parks per square mile, with 1.93 parks per square mile being the average for all cities included in this benchmark assessment.

PARKS ACRES PER 1,000 RESIDENTS

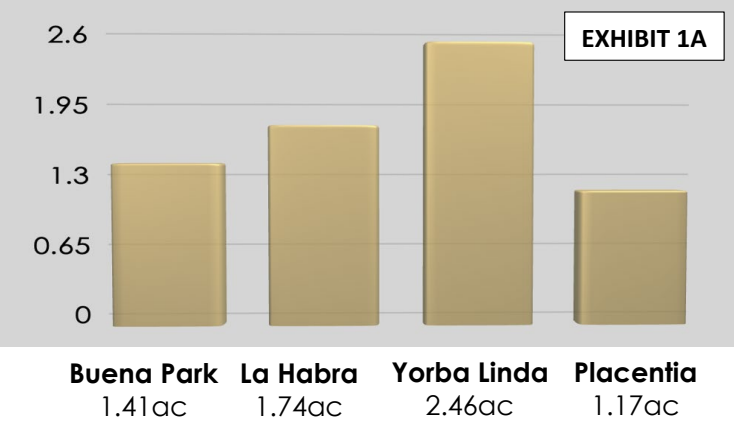


TABLE 2 – DEPARTMENT BUDGET COMPARISONS

	Buena Park	La Habra	Yorba Linda	Placentia	Average
RECREATION BUDGET 22/23	$4,363,860	$4,294,480	$7,810,411	$2,646,380	$4,778,783
RECREATION BUDGET 21/22	$3,980,626	$3,785,838	$7,847,465	$2,509,659	$4,530,897
RECREATION ACTUAL 20/21	$3,426,748	$3,232,285	$7,876,239	$1,535,498	$4,017,693
RECREATION REVENUE 22/23	$825,320	$286,500	$2,018,399	$294,500	$856,180
NET COST	$3,538,540	$4,007,980	$5,792,012	$2,351,880	$3,922,603
NET COST PER CAPITA	$42	$63	$83	$45	$58
EXPENDITURES PER CAPITA 22/23	$51	$67	$112	$51	$70
REVENUE PER CAPITA	$10	$4	$29	$6	$12
REVENUE % OF DEPT BUDGET	19%	7%	26%	11%	18%
TOTAL CITY BUDGET	$132,276,290	$167,007,268	$70,417,874	$79,986,337	$112,421,942
CITY GENERAL FUND (GF) BUDGET	$81,296,570	$55,046,595	$41,013,587	$45,482,968	$55,709,930
PER CAPITA	$955	$861	$590	$871	$819
CITY GF BUDGET PER SQUARE MILES	$7,698,539	$7,281,296	$2,065,135	$6,860,176	$5,976,286
PARK MAINTENANCE BUDGET	$3,132,450	$2,759,118	$2,645,019	$770,700	$2,326,822
PER PARK ACRE	$26,178	$24,752	$15,461	$12,655	$19,761
RECREATION PERSONNEL (FTE's)	42.54	24.41	29.62	8	26
PARK MAINTENANCE PERSONNEL (FTE'S)	14	10	4.23	1	7
ALL PARK PERSONNEL (FTE'S)	56.54	34.41	33.85	9	33
FT PERSONNEL / 1,000 POPULATION	1/0.66	1/0.54	1/0.67	1/0.17	1/0.47
CIP PARK PROJECTS	$1,900,000	$17,348,080	$0	$1,969,120	$5,304,300

Note:

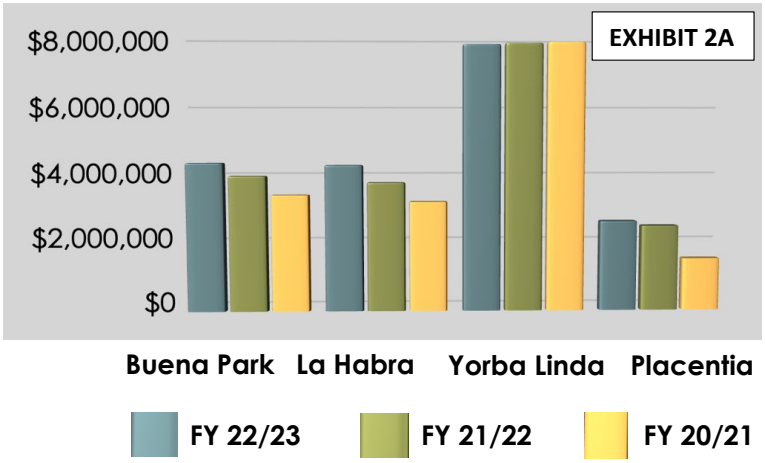
1. Excluding CIP, budget figures are from the City's General Fund.

2. The recreation budgets and per capita spending for Yorba Linda and Placentia are elevated with maintenance expenses included within the displayed department budgets.

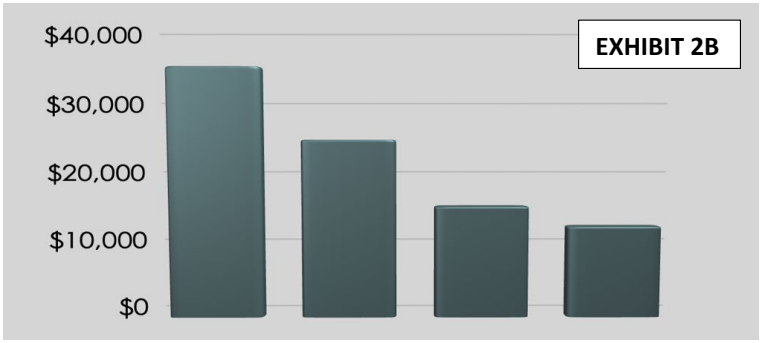
Summary

- Yorba Linda has the largest recreation budget.
- Buena Park's net cost per capita is the lowest among the cities in this analysis.
- Buena Park and Placentia's spending per capita is lower than the other cities in this analysis.
- As Exhibit 2A displays, the recreation budgets for Buena Park and La Habra are second and third among the cities in the analysis. While Yorba Linda appears to have a much larger budget, this variance is directly related to the maintenance costs in their department budget.
- Buena Park's budget for park maintenance is larger than any city in this analysis.
- As Exhibit 2B displays, Buena Park's per acre Budget for park maintenance is higher than the other cities in the analysis. The per acre spending is 6% above the next city and 32% above the average of all cities in the analysis.
- The City of Buena Park has significantly more recreation and park maintenance personnel than the other cities in the analysis; however, with its larger population, the personnel per 1,000 residents is more in line with the other cities in the analysis

RECREATION BUDGET BY YEAR



MAINTENANCE BUDGET PER PARK ACRE



Buena Park	La Habra	Yorba Linda	Placentia
$26,178	$24,752	$15,461	$12,655

TABLE 3 – GENERAL ASSESSMENT OF PARK ASSETS AND AMENITIES

	Buena Park	La Habra	Yorba Linda	Placentia	Average
COMMUNITY BUILDINGS & CENTERS	5 COMMUNITY CENTERS 1 COMMUNITY GYM 1 EVENT CENTER	1 COMMUNITY CENTER 1 COMMUNITY THEATER	1 COMMUNITY CENTER 1 COMMUNITY GYM	8 COMMUNITY CTRS/BLDG 2 COMMUNITY GYM	5 COMMUNITY CENTERS
PER CAPITA	1/12,155	1/31,978	1/34,783	1/5,221	1/13,541
SOCCER FIELDS	0	3	24	2	7
PER CAPITA	0/85,084	1/21,318	1/2,899	1/26,106	1/9,338
BALL DIAMONDS	13	8	16	8	11
PER CAPITA	1/6,545	1/7,994	1/4,348	1/6,526	1/6,018
POOLS & WADING POOLS	3	3	0	1	1
PER CAPITA	1/28,361	1/21,318	0/69,566	1/52,211	1/67,704
TENNIS & PICKLEBALL COURTS	8	12	9	2	8
PER CAPITA	1/10,635	1/5,330	1/7,730	1/26,106	1/8,736
SKATE PARKS	1	1	0	0	1
PER CAPITA	1/85,084	1/63,955	0/69,566	0/52,211	1/67,704

Summary

- Buena Park has 7 community centers, a community gymnasium, and an event center, and provides more indoor facilities than the average of the cities included in the assessment.

- Buena Park does not have soccer or football fields, but has 13 baseball and softball fields at City parks. Youth soccer and football programs are accommodated at school fields, on outfields of a ball diamond, and/or on fields in neighboring communities.

- Buena Park has two swimming pools and a wading pool for their community. La Habra and Placentia provide aquatics programs, but these programs are offered at local high school pools.

- All of the cities have tennis courts for their community. Buena Park's 8 courts are equal to the average number of courts from the cities in the benchmark assessment.

- Only Buena Park and La Habra have skate park for their community.

Surplus Deficit Analysis Considering Demand from All Sports Organization Players Using City Facilities

Facility		Local Facility Need Ratio		2032 Future Needs	Existing City Facilities	Surplus / Deficit (-)	School Facilities Available	Other Facilities Available*	Total Facilities Available	Total Surplus/ Deficit(-)
Baseball										
	Organized Youth	1/ 11,427	pop.	7.3	3.0	-4.3	0.0	0.0	3	-4.3
Basketball (Indoor)		1/ 57,538	pop.	1.5	1.0	-0.5	0.0	0.0	1	-0.5
Football										
	Organized Youth	1/ 166,860	pop.	0.5	0.0	-0.5	0.0	0.0	0	-0.5
Soccer										
	Organized Youth	1/ 31,938	pop.	2.6	0.0	-2.6	0.0	0.0	0	-2.6
Softball										
	Organized Adult	1/ 12,843	pop.	6.5	7.0	0.5	0.0	0.0	7	0.5
	Organized Youth	1/ 125,145	pop.	0.7	3.0	2.3	0.0	0.0	3	2.3

Surplus Deficit Analysis Considering Demand Only from Sports Organization Players who are City Residents

Facility		Local Facility Need Ratio		2032 Future Needs	Existing City Facilities	Surplus / Deficit (-)	School Facilities Available	Other Facilities Available*	Total Facilities Available	Total Surplus/ Deficit(-)
Baseball										
	Organized Youth	1/ 15,534	pop.	5.4	3.0	-2.4	0.0	0.0	3	-2.4
Basketball		1/ 115,076	pop.	0.7	1.0	0.3	0.0	0.0	1	0.3
Football										
	Organized Youth	1/ 196,306	pop.	0.4	0.0	-0.4	0.0	0.0	0	-0.4
Soccer										
	Organized Youth	1/ 48,251	pop.	1.7	0.0	-1.7	0.0	0.0	0	-1.7
Softball										
	Organized Adult	1/ 32,106	pop.	2.6	7.0	4.4	0.0	0.0	7	4.4
	Organized Youth	1/ 156,431	pop.	0.5	3.0	2.5	0.0	0.0	3	2.5

Demand Analysis Considering Local Demand from All Sports Organization Players

Activity		Peak Day Demand (Players)	Turnovers Per Day	Design Standard for Facility	Number of Facilities Demanded	Facility Need Ratio
Baseball						
	Organized Youth	627	3.7	23.4	7.3	1/ 11,427 pop.
Basketball		271	10.0	18.7	1.5	1/ 57,538 pop.
Football						
	Organized Youth	130	5.0	52.0	0.5	1/ 166,860 pop.
Soccer						
	Organized Youth	772	15.5	19.1	2.6	1/ 31,938 pop.
Softball						
	Organized Adult	600	3.0	30.8	6.5	1/ 12,843 pop.
	Organized Youth	100	6.0	25.0	0.7	1/ 125,145 pop.

Demand Analysis Considering Local Demand Only from Sports Organization Players who are City of Buena Park Residents

Activity		Peak Day Demand (Players)	Turnovers Per Day	Design Standard for Facility	Number of Facilities Demanded	Facility Need Ratio
Baseball						
	Organized Youth	461	3.7	23.4	5.4	1/ 15,534 pop.
Basketball		136	10.0	18.7	0.7	1/ 115,076 pop.
Football						
	Organized Youth	111	5.0	52.0	0.4	1/ 196,306 pop.
Soccer						
	Organized Youth	511	15.5	19.1	1.7	1/ 48,251 pop.
Softball						
	Organized Adult	240	3.0	30.8	2.6	1/ 32,106 pop.
	Organized Youth	80	6.0	25.0	0.5	1/ 156,431 pop.

Surplus Deficit Analysis Considering Demand from All Sports Organization Players Using City Facilities

Facility		Local Facility Need Ratio		2022 Current Needs	Existing City Facilities	Surplus / Deficit (-)	School Facilities Available	Other Facilities Available*	Total Facilities Available	Total Surplus/ Deficit(-)
Baseball										
	Organized Youth	1/ 11,427	pop.	7.3	3.0	-4.3			3	-4.3
Basketball (indoor)		1/ 57,538	pop.	1.5	1.0	-0.5			1	-0.5
Football										
	Organized Youth	1/ 166,860	pop.	0.5	0.0	-0.5			0	-0.5
Soccer										
	Organized Youth	1/ 31,938	pop.	2.6	0.0	-2.6			0	-2.6
Softball										
	Organized Adult	1/ 12,843	pop.	6.5	7.0	0.5			7	0.5
	Organized Youth	1/ 125,145	pop.	0.7	3.0	2.3			3	2.3

Surplus Deficit Analysis Considering Demand Only from Sports Organization Players who are City Residents

Facility		Local Facility Need Ratio		2022 Current Needs	Existing City Facilities	Surplus / Deficit (-)	School Facilities Available	Other Facilities Available*	Total Facilities Available	Total Surplus/ Deficit(-)
Baseball										
	Organized Youth	1/ 15,534	pop.	5.4	3.0	-2.4	0.0	0.0	3	-2.4
Basketball		1/ 115,076	pop.	0.7	1.0	0.3	0.0	0.0	1	0.3
Football										
	Organized Youth	1/ 196,306	pop.	0.4	0.0	-0.4	0.0	0.0	0	-0.4
Soccer										
	Organized Youth	1/ 48,251	pop.	1.7	0.0	-1.7	0.0	0.0	0	-1.7
Softball										
	Organized Adult	1/ 32,106	pop.	2.6	7.0	4.4	0.0	0.0	7	4.4
	Organized Youth	1/ 156,431	pop.	0.5	3.0	2.5	0.0	0.0	3	2.5

Demand Analysis Considering Participation Rates

Activity	Per Capita Participation Per Year	Peak Day Demand (Participants)	Turnovers Per Day	Design Standard for Facility	Number of Facilities Demanded	Facility Need Ratio
Swimming (Recreational)	11.35	2,593	5.0	20 sq. ft. / swimmer	1.7	1/ 49,463 pop.
Skateboarding	6.21	1,420	12.0	65 skaters / skatepark	0.8	1/ 108,485 pop.
Tennis	8.25	145	8.0	4 players / court	4.5	1/ 18,405 pop.
Pickleball	5.44	124	16.0	4 players / court	1.9	1/ 42,961 pop.
Cricket	1.26	48	3.0	22 players / field	0.7	1/ 114,621 pop.

Buena Park Parks & Recreation Master Plan





City of Buena Park
Parks & Recreation Master Plan

Parks & Recreation Master Plan

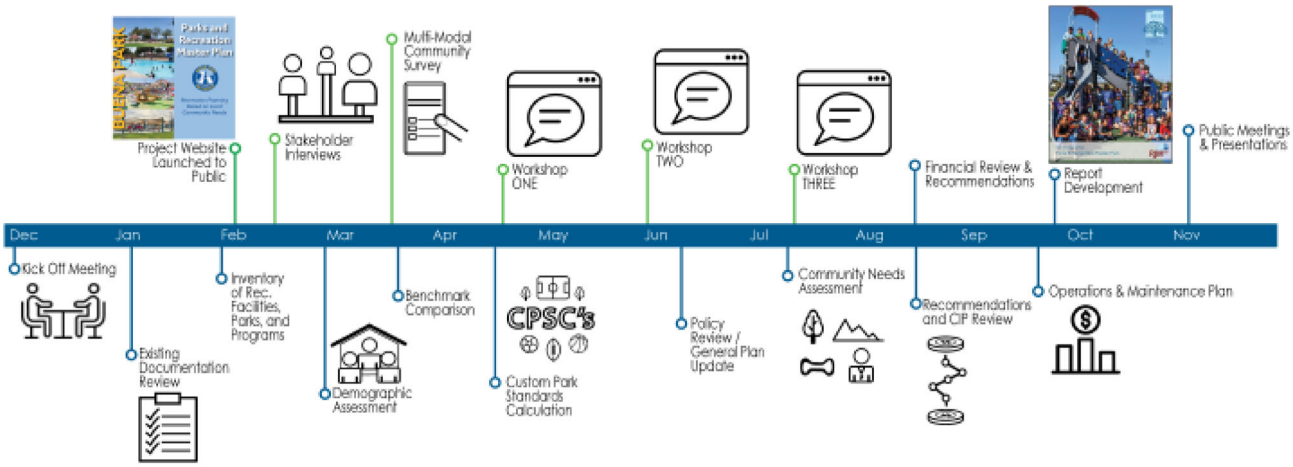
The City of Buena Park in collaboration with RJM Design Group, is conducting a Parks and Recreation Master Plan. This Master Plan will guide parks and recreation development now and in the future.

Explore this site to learn more about the City of Buena Park Parks and Recreation Master Plan and how you can get involved in the community engagement process. This project website is updated regularly throughout the project duration, so community members can check back frequently

to stay up to date with the Parks and Recreation Master Plan project.

Project Timeline

The Parks and Recreation Master Plan is anticipated to be completed in November 2023.



Project Timeline

What is a Master Plan?

How do I get involved?



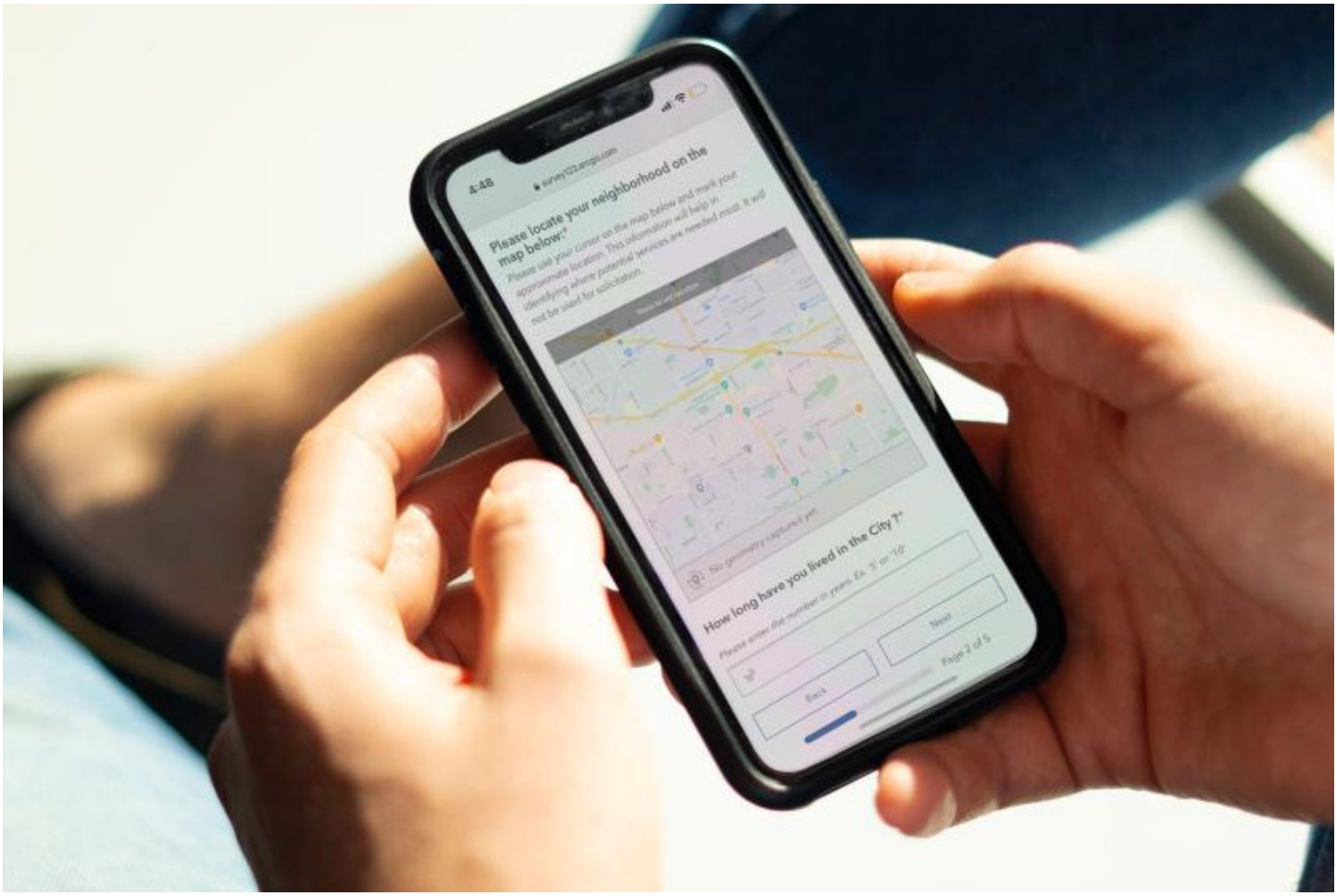
What is a Master Plan?

A Parks and Recreation Master Plan identifies **local community needs** and offers specific **recommendations** to support the local community.



What is the Purpose of a Master Plan?

The master plan will serve as a guide for the **management** and **development** of parks, recreation facilities, and programs.



How do I get Involved?

Community engagement and **feedback** is paramount to the success of this project. Please scroll down for more information on how how to voice your **valuable opinion.**



Community Voice

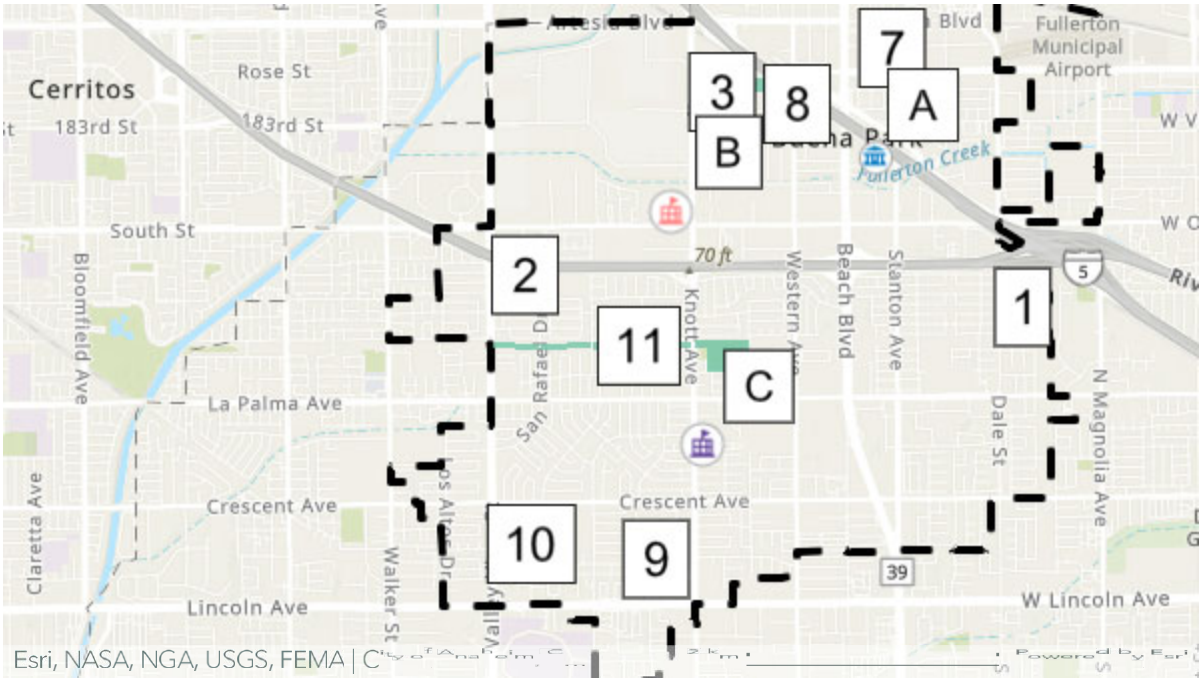
Critical to the development of any project is close coordination through information sharing with the community. Throughout the process, City Staff and RJM will be collecting data through multiple surveys and in-person workshops.

As this project progresses so will the information presented on this website. If you miss a survey, don't worry. At any point in time, you can provide direct feedback to the project team via the "feedback" button below. This feedback will be reviewed and considered by the team on a regular basis.

Feedback

City Parks

The City of Buena Park owns and maintains over 90 acres of parkland at 12 parks and the Silverado Trail. Explore the map below to see what parks and facilities exist throughout the city.

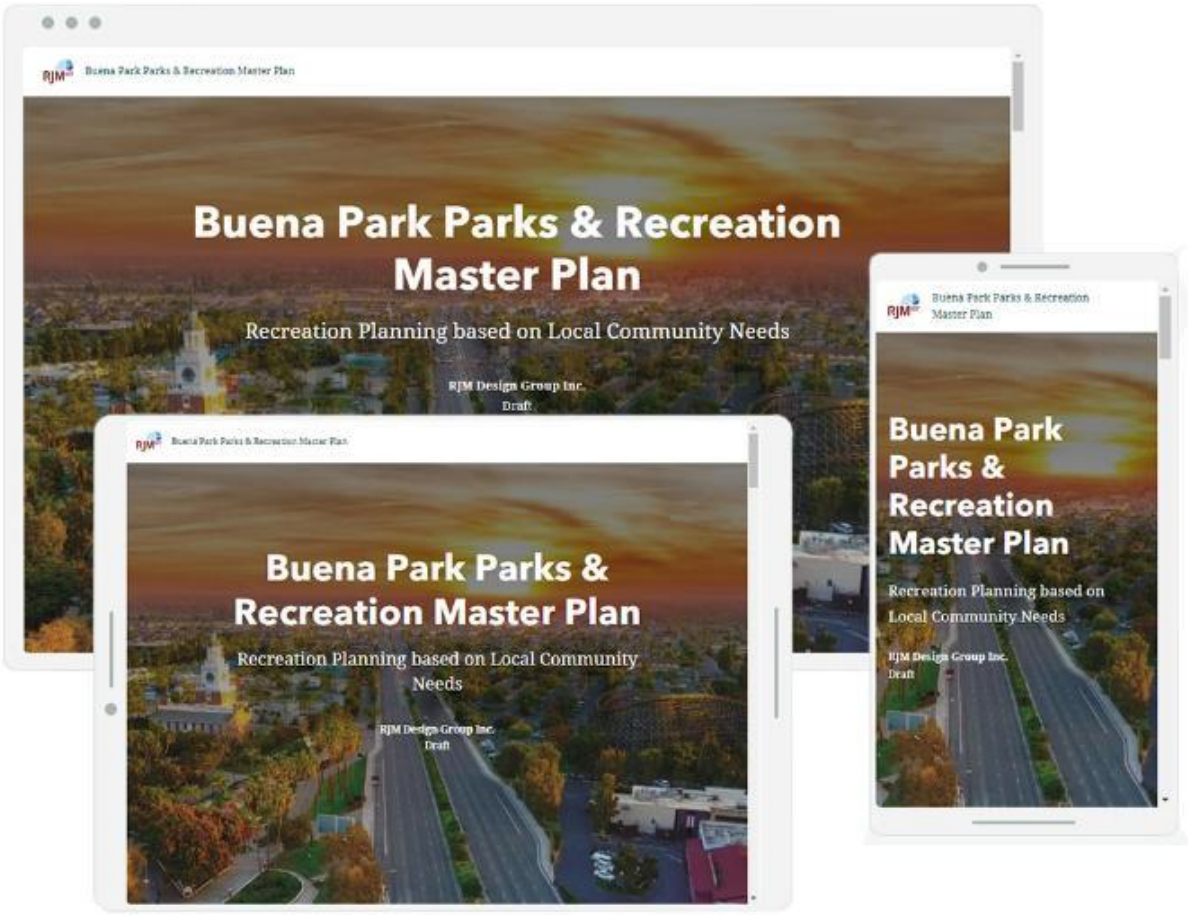


City of Buena Park - Parks and Recreation Facilities Map



City of Buena Park - Park Amenity Inventory

Project Updates



January 2023

Background research and data collection begin! Our team is working on collecting previous planning materials and establishing lines of coordination with the City of Buena Park's team members and setting up the project website for community outreach and information sharing.

February 2023

The Buena Park Parks and Recreation Master Plan project website is launched!

March 2023

The statistically valid, multimodal survey results are in! Please scroll down to see the multimodal survey summary.

April 2023

Mark your calendar! The City of Buena Park will host three (3) in-person meetings to encourage and receive community input regarding the City's parks and recreation desires.

Workshop #1:
Thursday, April 27 at 6:00 PM to 8:00 PM
at Buena Park Community Center
6688 Beach Blvd, Buena Park, CA

Workshop #2:
Thursday, June 8 at 6:00 PM to 8:00 PM
at Ehlers Event Center
8150 Knott Ave, Buena Park, CA

Workshop #3:
Thursday, July 20 at 6:00 PM to 8:00 PM
at Buena Park Community Center
6688 Beach Blvd, Buena Park, CA

May 2023

We enjoyed seeing everyone at Workshop #1 held in person at Buena Park Community Center, on Thursday, April 27 from 6:00 PM to 8:00 PM. The online survey will open for 2 weeks from April 27 to May 11. **The survey has been extended to May 15.** To **TAKE THE SURVEY** click the button below. Also, if you were unable to attend Workshop #1, the presentation video is available below. The Workshop #1 Survey results will be posted in the 'Results' section of this website.

Workshop #1 Survey Closed 5/15



City of Buena Park Workshop #1 Commencement Video

(Update) The Workshop #1 survey results are in! Please scroll down to see the Workshop #1 summary.

June 2023

We enjoyed seeing everyone at Workshop #2 held in person at Ehlers Event Center on Thursday, June 8 from 6:00 PM to 8:00 PM. The online survey will be open for more than two weeks from June 9 to June 25. **To take the survey, click the button below.** Also, if you were unable to attend Workshop #2, the presentation video is available below. The Workshop #2 Survey results will be posted in the 'Results' section of this website.

Workshop #2 Survey Closed 6/25



July 2023

The Workshop #2 survey results are in! Please scroll down to see the Workshop #2 summary.

We enjoyed seeing everyone at Workshop #3 held in person at the Buena Park Community Center on Thursday, July 20 from 6:00 PM to 8:00 PM. The online survey will be open for two weeks from July 21 to August 6. **To take the survey, click the button below.** Also, if you were unable to attend Workshop #3, the presentation video is available below in English and Spanish. The Workshop #3 Survey results will be posted in the 'Results' section of this website.

Workshop #3 Survey Closed 8/6



Buena Park Workshop #3 Commencement Video



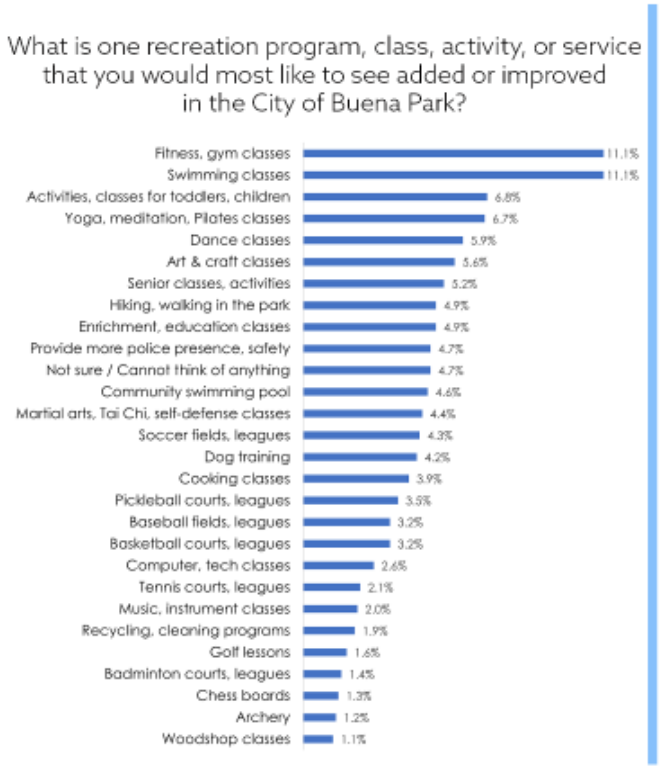
Buena Park Workshop #3 Commencement Video (Español)

August 2023

The Workshop #3 survey results are in! Please scroll down to see the Workshop #3 summary.

Check back regularly to learn how the project is unfolding and remember to provide your "feedback" by clicking the button in the **Community Voice** section.

Find future Online Surveys here, in the Project Updates section of the website.





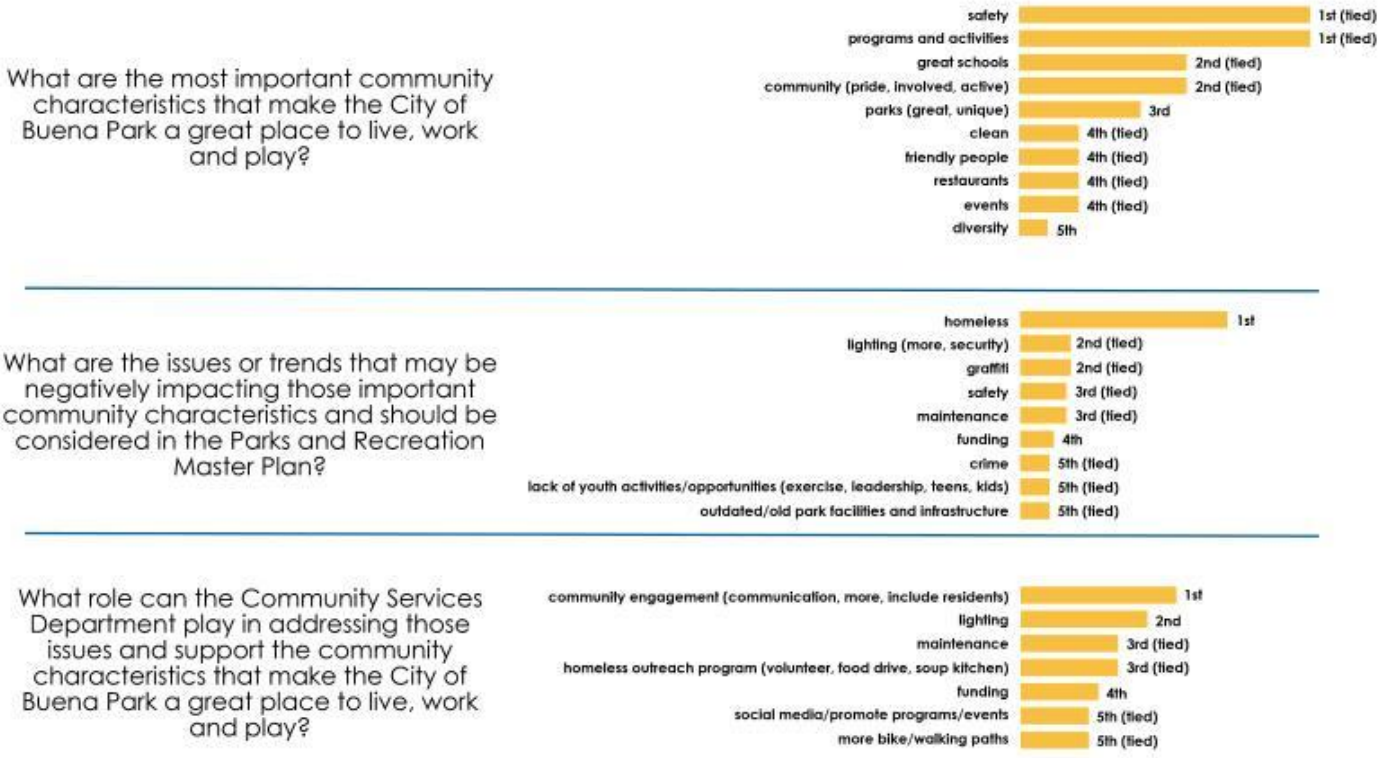
Results

Multimodal Survey Summary

The multimodal survey was a statistically valid survey of 544 randomly selected residents. This survey took place between February 27 and March 6, 2023. Interviews were conducted in English, Spanish, and Korean languages. Highlights from the multimodal survey include:

- When residents are looking for information about parks and recreation 45% get information from the City's website.
- 69% are satisfied with the maintenance of parks, open space areas, and recreation facilities in Buena Park.

- 60% are satisfied with recreation programs, classes, activities, and services provided by the City of Buena Park.
- 51% of adults list passive recreation like walking and hiking, as their most common recreation activity.
- Children and/or teenagers most common recreation activity is playing at the park or playground (16%), hiking and bicycling (9%), and basketball (8%).



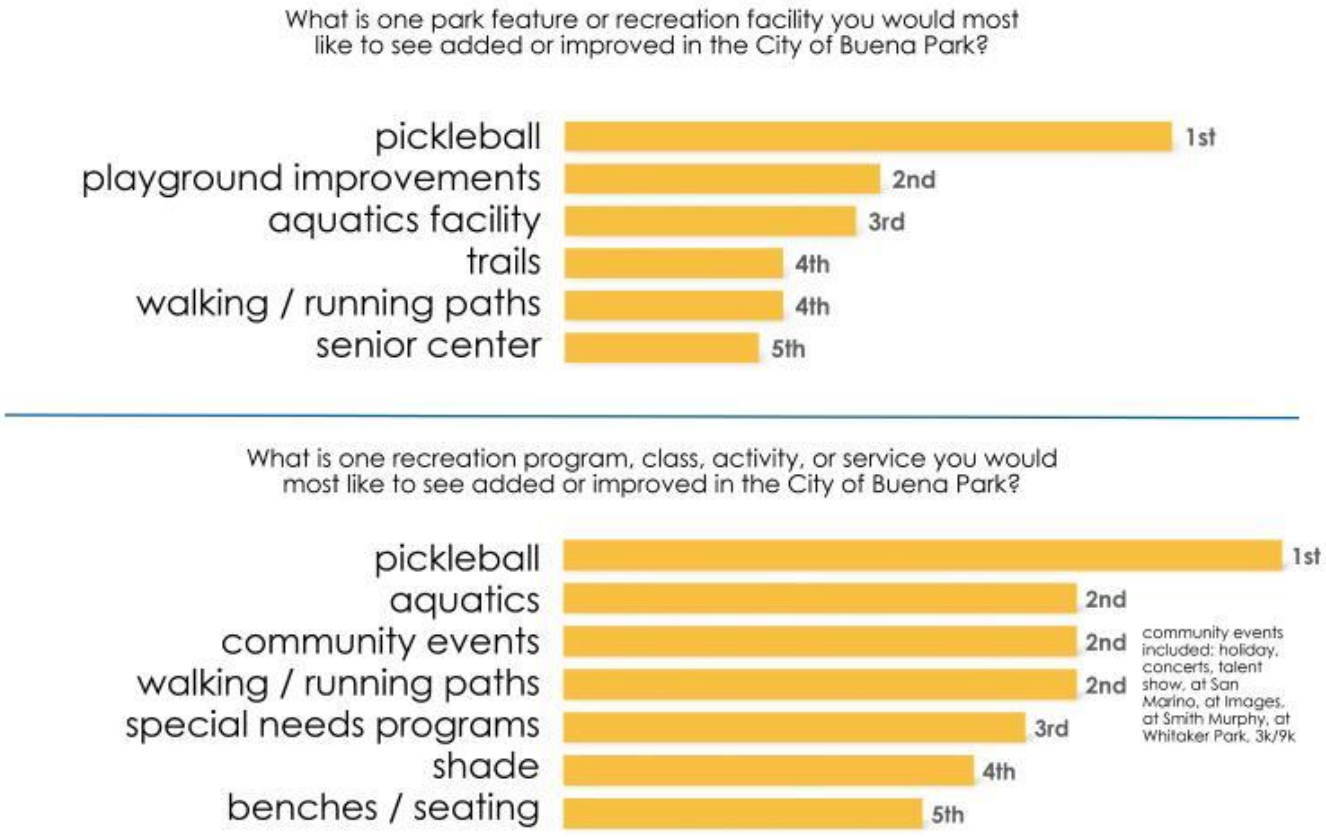
Workshop #1 Summary

Workshop #1 commenced on April 27, 2023, from 6:00 pm to 8:00 pm at the Buena Park Community Center. The workshop was in person and the presentation was made available online for those who could not attend. Twenty-one (21) attendees participated in the evening workshop. RJM shared an overview of the Parks and Recreation Master Plan process, City demographics, and existing resources, followed by a brief outline of the evening's workshop agenda.

The Workshop #1 Survey was open for over two weeks until May 15, 2023. The survey was available online and paper copies were available at the Buena Park Community Center, Ehlers Event Center, Community Gymnasium, and Peak Park Pool. The Workshop #1 Survey was also advertised on the City's social media, City website, and flyers were distributed at all parks. A total of ninety-four (94) surveys were completed.



Workshop #1 on April 27, 2023



Workshop #2 Summary

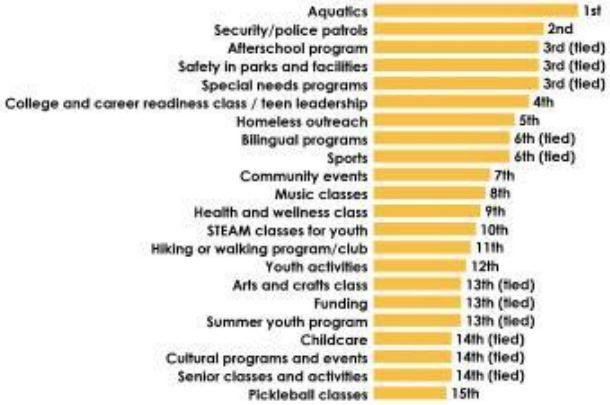
Residents of the City of Buena Park were invited to the second community workshop to learn about the Parks and Recreation Master Plan process, and to participate in the second survey. Workshop #2 commenced on June 8, 2023, at 6:00pm to 8:00pm at the Ehlers Event Center. The workshop was in person and the presentation was made available online for those who could not attend.

The Workshop #2 survey was open for a little over two weeks until June 25, 2023. The survey was available online and paper copies were available at all community centers. The Workshop #2 Survey was also advertised on the City's social media, City website, and flyers with QR codes were distributed at all parks and facilities. A total of one hundred sixty five (165) surveys were completed.



Workshop #2 on June 8, 2023

Please choose your top 5 programs, classes, or activities you would most like to see added or improved in Buena Park to meet the needs of the community?



Please choose your top 5 park feature and/or recreation facility you would most like to see added or improved in Buena Park to meet the needs of the community?



Workshop #3 Summary

Residents of the City of Buena Park were invited to the community workshop to learn about the Parks and Recreation Master Plan process, and to participate in the third survey. Workshop #3 commenced on July 20, 2023, at 6:00pm to 8:00pm at the Buena Park Community Center. The workshop was in-person and also available online for those who could not attend.

The Workshop #3 Survey was open for a little over two weeks until August 6, 2023. The survey was available online and paper copies were available at the Buena Park Community Center, Ehlers Event Center, the Community Gymnasium, Peak Park Pool, and at the Boisseranc Park Summer Camp. The Workshop #3 Survey was also advertised on the City's social media and website. The Workshop #3 Survey included two lists: one of program, class, and activity needs and one of park feature and facility needs from the community outreach efforts to date. The survey asked participants to choose their Top 5 choices. A total of one hundred forty three (143) surveys were completed.



Project Team

City of Buena Park	Jim Box, Community Services Director
	Dale Kurata, Community Services Supervisor
	Mark Sauceda, Community Services Supervisor
	Cesar Ortiz, Principal Engineer
RJM Design Group, Inc.	Zachary Mueting, Project Principal
	Kristen Schnell, Project Manager
	Ed Crofts, Programs/Operations & Maintenance
RM Architecture	Rubio Medina, Architect
True North Research	Timothy McLarney, Survey Specialist

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

20 FEEDBACK COMMENTS COLLECTED (8/15/23) - draft

FACILITY NEED	TIMES MENTIONED
Access to parks (from all sides of park, crosswalks for safety)	4
Baseball field fencing (at Bellis, Peak)	1
Benches/Seating	3
Dog park	1
Drinking fountains	1
Exercise equipment	1
Family friendly spaces/gathering place	2
Landscape improvements (native plants, pollinators, reduce water)	2
More community centers	1
More parks (in center of city, pocket)	4
More trees	3
Murals or art installations	1
Open green areas in parks (not programmed)	2
Playground improvements (safe equipment, inclusive, innovative, at Peak Park)	3
Renovate/upgrade parks	3
Repair Brenner Park wading pool	1
Restroom improvements (safety, open hours, cleaner, more needed)	4
Shade structures (on Silverado trail and in parks, at picnic rentals, at playgrounds)	6
Softball field lighting (at Boisseranc, Peak)	1
Splash pad	1
Swimming pool (open year-round, heated)	2
Walking path or trails (not concrete, in flower track area, lighted)	3
PROGRAM NEED	**TIMES MENTIONED**
Art and music programs for youth	1
Community engagement	1
Homeless outreach	3
Love Buena Park Event (more like this)	1
Nutrition and health	1
Outdoor education	1
Parking regulations/permits	1
Partner with schools	1
Security/safety	1
Small business incentive	1
Special needs (for adults)	1
Sports programs (training, better coaches)	2
STEAM for youth (Science, Tech, Engineering, Arts, Mathematics)	1
Summer programs	1

Comments:

1. **Kid/family centered spaces**. **CA native plants** to reduce water, benefit pollinators.
2. Currently Buena Park **does not have enough parks in the central part of the city**. **Many parks need upgrades** that await funding.
3. Many of our parks have **homeless issues** and **unsafe bathrooms**. It would be nice to have **more covered space** like Larwin park. It is nice to have fun play equipment for children but some of the **more innovative equipment at some local parks can have long lines and be unsafe**. Build equipment that is accessible and sturdy. It would be nice to have more **gathering places** as well
4. **Bellis park baseball fields needs new fencing** around all of the baseball fields. **Boisseranc Park the southeast softball field needs lights** to be utilized to the fullest potential with peanut and local baseball leagues. **Peak park softball fields need lights and fencing** around fields.
5. **Every park should be accessible** from every direction. It's frustrating to live a few blocks from a park you can't access without going way around. **Park bathrooms should be open 24/7**. There should be **more trees and more space that is not set aside for specific activities**, with **wandering paths that aren't on concrete** that can be painful to walk on. Also, we need **more benches** and well-maintained park amenities. We need a lot **more parks** - any small spots that can be used for **pocket parks** would help the physical and mental health of residents.
6. Social and recreational **programs inclusive for adults with developmental disabled**; preferably between the hours of 4-6pm.
7. We have to cross major streets to get to the parks nearby. Is there any way **to add more green space closer to our neighborhood**? Thank you.
8. (Spanish) Some need **modernizing** on the premises. Put **additional community centers** in some parks. Improve the **shade structures** and put more of these structures, depending on the size of the park. Reduce the number of **homeless people** in the parks. The creation of programs such as: **STEAM for children**, **sports training**, **outdoor educational programs**, **nutrition and self-health awareness**, **community outreach program**s, etc. is necessary. Creation of recreation programs for the community. More **trails**, **splash pads**, **shade in the playgrounds**, **modernizing them and adding adaptations there for children with special needs**. Seek an affiliation or sponsorship to **create art and music programs for teenagers and young people** from "underserved" classes. Seek the support and work with various organizations to create **instructional programs in art, music and visual arts** to improve the quality of life through these activities.
9. Since many of the **parks are older, there needs to be improvements**. New **trees, native plants, shade areas** for people, **water fountains** etc. Also, many of the **benches** for people to sit should be replaced, since they are made of wood and deteriorated. (IE: Bellis Park)
10. Include more **exercise equipment** at the park. Also, **cleaner restrooms**.

11. It would be nice to have a **walking trail** in the flower track area. I know that there was discussion on this but I have not heard any news on the decision. Also on Dale Avenue there should be a **crosswalk so kids can cross safely from the Boisseranc park to Carnation Drive**. It's a busy intersection and there should be safety for young kids. I love the **summer programs** that are offered through the city, including the ones at Boisseranc park that you pay for and the free ones at the event center. The **heated pools** are so nice as well. The **youth staff is amazing at the pools, summer activities and other city events**. I really feel that Buena Park truly cares about youth programs and improving the city. I like the idea of changing the Sears building into living space. We need more housing and it will hopefully provide good income for the city. The **homeless** in the area is a concern but I feel like that's California now.
12. The **Love Buena Park Event** was great for cleaning up the city while providing a way for the community to give back. Can we do it more frequently? Is there **incentive to bring in higher quality small businesses—coffee shops, boutiques, and shopping to BP**? Most buildings are old, and chains and big-box stores sell low-quality items. BP is affordable, but the business/restaurant offerings could be much better! I grew up in BP, moved away, and am now returning as an adult, and it's gotten worse. Vacant buildings, hole in the wall food places etc. I drive to other areas to meet with clients or friends. I would rather stay local, but there are limited options. Just wish there was more creativity too - **murals, art installations** etc.
13. Buena Park and North Orange County have very little natural green spaces. It would seem that since our city is called Buena Park, that our city should be known for having "Beautiful Parks". We have the **Southern California Edison belt which is a great green space, but it is too hot to use during the summer months (no shade)**. It would be great to have a park nearby to walk around. To get back to nature, I have to drive to Fullerton to enjoy the Fullerton Loop or over to Maxwell or Twila Reed Park to enjoy their **magnificent trees and large grassy areas**.
14. **More and better Dog Parks**.
15. **Lights** on the greenbelt (path under Edison lines) and convenient **crosswalks to connect trail across busy streets**. **Year round access to swimming pool**. Connections between **city services/programs and schools** in our community. Improved **security/safety at parks.**
16. **Restrooms at all parks**. **Better training for youth sports coaches**. Many don't have a clue how to run a practice. Why don't the **patio picnic rental areas have a full roof**?
17. **William Peaks park** is a place where many families gather and memories are made. Although the **playground is usable, it could use some TLC**. The condition of the playground is filthy from the elements and worn down. Please consider upgrading WP park if budget permits. Thank you for your time.
18. Hello, we are current residents near the **Peak Park playground**. We have a 5 year old and a 2 year old and would love to see a **renewed playground area with more seating for parents, more shaded areas and upgraded playground equipment**. We are excited to hear about the Master Plan project and we are just hoping and asking for it to be completed in a time frame when our kids are still young enough to enjoy it! Thank you so much for your time. Excited to hear more updates.

19. *Me gustaría existiera mejor regulación en que tipo de camiones de compañías son permitidos estacionarse en las calles, por cuantos días uno puede estacionar su auto sin recibir ticket, ya que hay muchos autos abandonados y ocupan mucho espacio para las familias que trabajamos y no tener estacionamiento dentro de un contrato es necesiario.*
    I wish there were better **regulations on what type of company trucks are allowed to park on the streets**, for how many days one can park their car without receiving a ticket, since there are many abandoned cars and they take up a lot of space for families that work and do not having **parking within a contract is necessary**.

20. Please get the **Carl Brenner Park wading pool back in service**. The neighborhood has many young families moving in and this would be a wonderful option for summer.

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN
STAKEHOLDER INTERVIEW SUMMARY

June 12, 2023

INTRODUCTION

Stakeholder interviews were conducted between March 8 and May 30, 2023. Seven (7) questions were asked of thirteen (13) community stakeholders including City Council Members, School District representatives, City staff, and community leaders. Stakeholders were emailed a one-page questionnaire related to the Parks and Recreation Master Plan. They were asked to fill out the questionnaire, then later schedule an in person or video conference interview with an RJM representative to discuss their responses in more detail.

QUESTION #1

What are the most important issues in Buena Park related to the parks, recreation facilities, programs and services currently provided?

Need more parkland & open space with even distribution	**4**
Safety in parks and facilities	**4**
Homeless	**3**
Maintenance (budget, park equipment, need clean environment,	**3**
Update, renovate, and modernize parks & infrastructure	**3**
Lighting and cameras should be added to all parks	**2**
Programs for non-English speaking citizens (Spanish and Korean)	**2**
Gomez Park (need more parks like this)	**2**
Update youth programs	**2**
Access to facilities and parks (mobility issues, from home to parks)	1
Air quality (more trees/plants)	1
Brenner Park Improvements	1
Childcare (3-5 year olds)	1
Club house utilization	1
Communication	1
Departments annual events	1
Drug use	1
Healthy living through parks	1
Need funding for programs	1
Parks bring people together	1
Pool equipment rooms (Peak Park)	1
Providing amenities that are desired	1
Quality of programs offered / quality of land	1
Senior programs	1
Staffing	1
Summer programs	1
Use joint use agreements	1
Vendor selection process / policy transparency	1

QUESTION #2

What are the most important parks, recreation facilities, programs and services for residents in the future?

Everyone has access to parks (create new parks, more parkland at Artesia + Beach)	**4**
Safety (lighting, cameras, homeless, drinking at parks, restrooms don't feel safe, park ranger program)	**4**
Exercise equipment (at parks, along Silverado Trail)	**2**
New, quality equipment and best programming	**2**
Pickleball	**2**
Sports	**2**
Variety of facilities, programs, and services	**2**
Bellis Park	1
Boisseranc Park	1
Broadband (internet in parks)	1
Changes in demographics	1
Climate issues - plan for a sustainable green environment / protect green space from developers and housing	1
Distribute facilities where they are desired	1
Dog waste dispensers	1
EV stalls need to be renovated	1
Explore joint use opportunities with schools and pocket parks in future developments	1
Have parks mission statement in general plan	1
Knott + La Palma - HOPE school	1
Knowing there are limited opportunities to increase amount/size of parks	1
Modern parks to meed dynamic community needs (good maintenance + operations, use land as effectivly as possible)	1
More swimming lessons	1
More trees	1
Multimodal transportation plan	1
Peak Park	1
Physical health tied to mental health	1
Programs that provide services to the residents	1
Provide programs that draw the attention of our youth	1
Pump track (Peak Park)	1
Senior programs	1
Soccer	1
Splash pad (Brenner Park)	1
Staff members who can help community be healthier	1
Talk with staff about park in-lieu fees	1
Verify park acreage	1
Walking	1
Whitaker Park - trail loop (need plans)	1

QUESTION #3

What does the Community Services Department do best in providing parks, recreation facilities, programs, and services to community residents?

Variety of programs (many offered, advertised well, for all ages, at many facilities)	**8**
Special events (summer concerts / movies in the park)	**3**
Staff (caring, outgoing, dedicated, leadership, happy, team)	**3**
Colloborate with community partners/schools	**2**
Free or low cost programs	**2**
Kids programs	**2**
Maintenance	**2**
Senior activities and services	**2**
Summer camps and activities	**2**
Language assets	1
Little league baseball	1
Offer fair compensation to grow a knowledge base of professionals in recreation department	1
Provide programs that are popular in community / evolve programs with needs	1
Providing jobs for youth	1
Small town feel	1
Softball program (stay over camp in town)	1
Summer swim program	1

QUESTION #4

How can the Community Services Department improve in providing parks, recreation facilities, programs, and services to community residents?

Collaborate with community partners and local businesses	**2**
Community events	**2**
Community gardens (Carlsbad "permaculture garden" program, evaluate garden "beds" and community involvement in operations, resident education)	**2**
Events and programs in different parts of city	**2**
Multilingual communications (seasonal staff not fully trained in assisting non-english speakers in filling out forms for programs, translations available in Spanish and Korean)	**2**
Upgrade existing parks and facilities to maximize the usability	**2**
Build platforms for slides	1
Community services department have education component	1
Conduct surveys and interviews to get data on needs	1
Increase marketing to showcase projects, parks, facilities, programs, and services	1
More facilities and programs that promote health and wellness (healthy cooking class, fitness center, group exercise classes)	1
New parks	1
Offer food with programs	1
Overtime budget too small	1
Reserving rooms at community center / difficult to navigate rules staff needs some training on assisting navigation of rules and forms	1
Well staffed and supported department resources	1
Youth theater and fine arts needs upgrading	1

QUESTION #5
What is your vision for park and recreation services and facilities in 2033?

Modernize, renovate parks and equipment	**5**
Diverse services and activities for all ages at all parks	**5**
Health minds and bodies for all ages	**3**
ADA accessibility	**2**
Everyone to have a park within walking distance	**2**
After school programs	1
Class I and IV bike lanes	1
Clean and well lighted restrooms	1
Complete Silverado Trail	1
Complete Whitaker Park	1
Every child should know how to swim	1
Everyone should have the opportunity to have community event close to their house	1
Expand partnership with boys and girls club to provide more programs	1
Hydration refill stations	1
More parks, access, sports, senior activities, collaborations with schools and other community members	1
More participation in Community Garden	1
More sports fields	1
New buildings at every park	1
New park at City Hall	1
Safe facilities with variety of programming and services for all ages	1
Solar panels at every park	1
Strive to provide services for a diverse community	1
Whitaker Park up and running	1

QUESTION #6

What is one program, class, or activity you would most like to see added or expanded in Buena Park to meet the needs of the community?

Health and wellness classes (for all ages)	**4**
Transportation (bike/bus program with school districts, multimodal, to parks from park poor areas)	**4**
Ethnic programs & events (for Korean population, culturally sensitive	**3**
Joint use programs (with schools, library, boys & girls club, mutually beneficial green space)	**3**
After school programs (grow Wings Program/Savanna School District)	**2**
Aquatics	**2**
Childcare (affordable, 1-2 yr old for city employees, 3+ years old for public)	**2**
Build more pocket parks	1
Computer literacy and safety (for parents and kids)	1
Eminent domain opportunities for park improvements	1
E-sports	1
Gardening classes	1
Incorporate STEM, college, and career readiness into youth programming	1
Program analysis / continue reviewing programs	1
Public gym	1
Senior exercise gatherings at parks	1
Smith-Murphy Park programming	1
Soccer touranaments	1
Summer programs for youth	1
Well coordinated system through clear linguistic capabilities	1

QUESTION #7

What is one park feature or recreation facility you would most like to see added or improved in Buena Park to meet the needs of the community?

Bike trails (connecting parks, loop around city)	**3**
Exercise equipment (at all parks, for all ages)	**3**
Pump track (Bike/skate/skateboard/scooter park)	**3**
Walking trail (access for community at Beat Park from Savanna St)	**3**
Brenner Park improvements (wading pool / splash pad)	**2**
More seating in parks (group seating, living room seating, along walking trails)	**2**
Public gym / Community fitness center with classrooms for nutrition class/health/wellness	**2**
Amphitheater / concert facility	1
Bike racks	1
Boisseranc Pool / club house improvements	1
Bridge over storm channel by Savanna and Knott community	1
CCTV	1
Charging stations at parks	1
Civic Park where City Hall parking lot is	1
Indoor soccer fields	1
More drinking fountains	1
New City Hall where historic complex is	1
Peak Park Pool / club house improvements	1
Pickleball	1
Playground equipment for different age groups	1
Playground for dogs	1
Remove unprogrammed open space	1
Shade stuctures	1
Smoke free parks	1
Solar powered lights	1

Additional Comments:

- Need multiple sources of funding.
- Fund set aside to ensure park improvements and maintenance.
- Events are always a big hit with the community.
- Improving our infrastructure and adding features to our parks and facilities will benefit our staff and reduce the staff hours needed for some events.
- Local air quality impact (education on air quality).
- People experience homelessness.
- Need more grills in parks.
- Community education program.
- Urban Forest Master Plan (tree list needs to be updated with more drought tolerant species).
- Sustainable energy improvements (solar panels, LED lighting).
- Big belly trash compactors.
- Council is young and wants more adventurous and new parks.
- Whitaker Park - what are updates?
- City staff does a great job in providing to the community, staff strives to be the best they can be.
- People don't want kids to play in the sand boxes.
- Parks need to be clean.
- Bathrooms open 24/7.

WORKSHOP # 1 SUMMARY

DATE: May 24, 2023

TO: **CITY OF BUENA PARK**

FROM: RJM Design Group, Inc.

SUBJECT: Parks and Recreation Master Plan



Residents of the City of Buena Park were invited to the community workshop to learn about the Parks and Recreation Master Plan process, and to participate in the first survey. Workshop #1 commenced on April 27, 2023, at 6:00pm to 8:00pm at Buena Park Community Center. The workshop was in person and the presentation was made available online for those who could not attend. Twenty-one (21) attendees participated in the evening workshop. RJM shared an overview of the Parks and Recreation Master Plan process, City demographics, and existing resources, followed by a brief outline of the evening's workshop agenda. Workshop participants filled out the survey individually and then discussed their answers to achieve a consensus among their group, the results of the 4/27/23 workshop group activity were as follows:

GROUP 1	GROUP 2	GROUP 3	GROUP 4
Characteristics 1. Sense of community 2. School / safety 3. Entertainment / events	**Characteristics** 1. Safety in our community 2. Clean & appealing City 3. Community services & programs that account for our city's great diversity	**Characteristics** 1. A community that cares and gives back 2. Activities for young and old 3. Opportunities for exercise and healthy living	**Characteristics** 1. Safety and accessibility (BPPD) 2. Entertainment (community events, food) 3. Community (close knit/ hometown vibes)
Issues 1. Lack of trees 2. Funding (upgraded to facilities, parks, landscaping, fields, programs) 3. Homelessness / services	**Issues** 1. Poorly lit areas 2. Crime (littering, graffiti) 3. Homelessness	**Issues** 1. Illegal drug use 2. Homeless 3. Accessibility to recreational spaces (extended green lanes for biking)	**Issues** 1. Lighting (parks and streets) 2. Unhoused / affordable housing 3. Trails (bike and walking)
Ways Department Can Support 1. Building connections / outreach (schools & churches) 2. Awareness / promoting healthy & active lifestyles 3. Arts & culture	**Ways Department Can Support** 1. Keep lights on longer, cater to different needs & communities 2. Getting the word out in our programs, communication for all inclusivity 3. More volunteer opps/ workshops with diverse groups	**Ways Department Can Support** 1. Provide program to educate and promote healthy living 2. Programs to help with homeless outreach, liaison 3. Increase accessibility to recreational spaces	**Ways Department Can Support** 1. Funding for lights (solar?) 2. Connect trails (collaborate with other entities) 3. Proactive prevention for the unhoused

The Workshop #1 Survey was open for over two weeks until May 15, 2023. The survey was available online and paper copies were available at the Buena Park Community Center, Ehlers Event Center, Community Gymnasium, and Peak Park Pool. The Workshop #1 Survey was also advertised on the City's social media, City website, and flyers were distributed at all parks. A total of ninety-four (94) surveys were completed. The survey summary results are as follows:

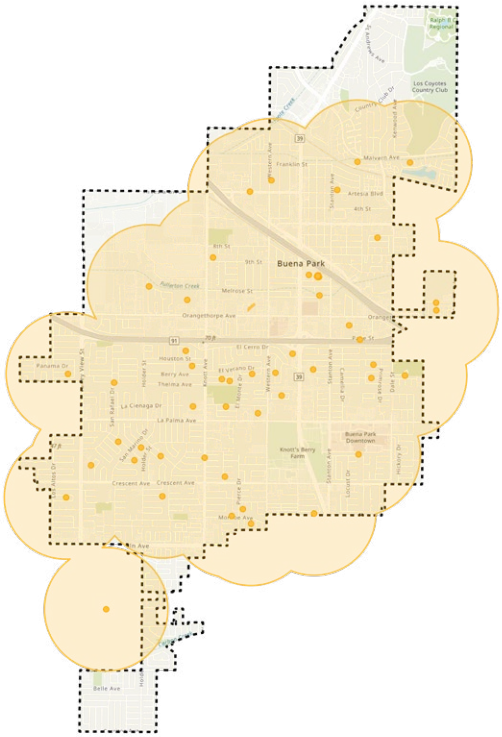
Residents: 80
Non-Residents: 14



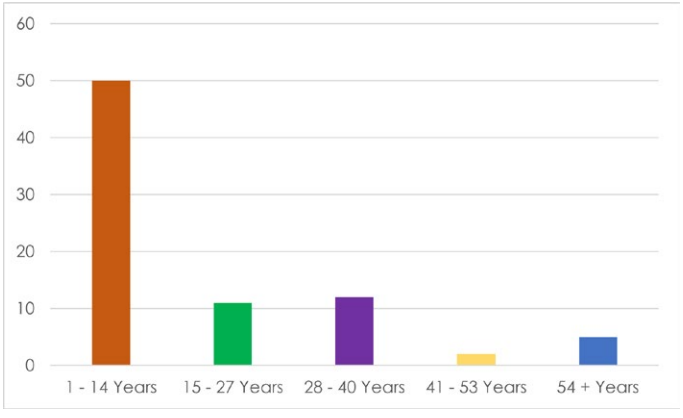


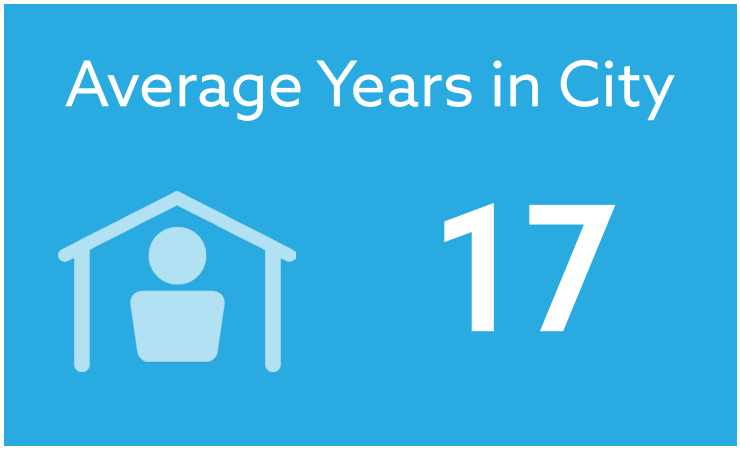
Pre-Survey Question 1:
Where do you live?

Survey participants were evenly distributed throughout the City of Buena Park.

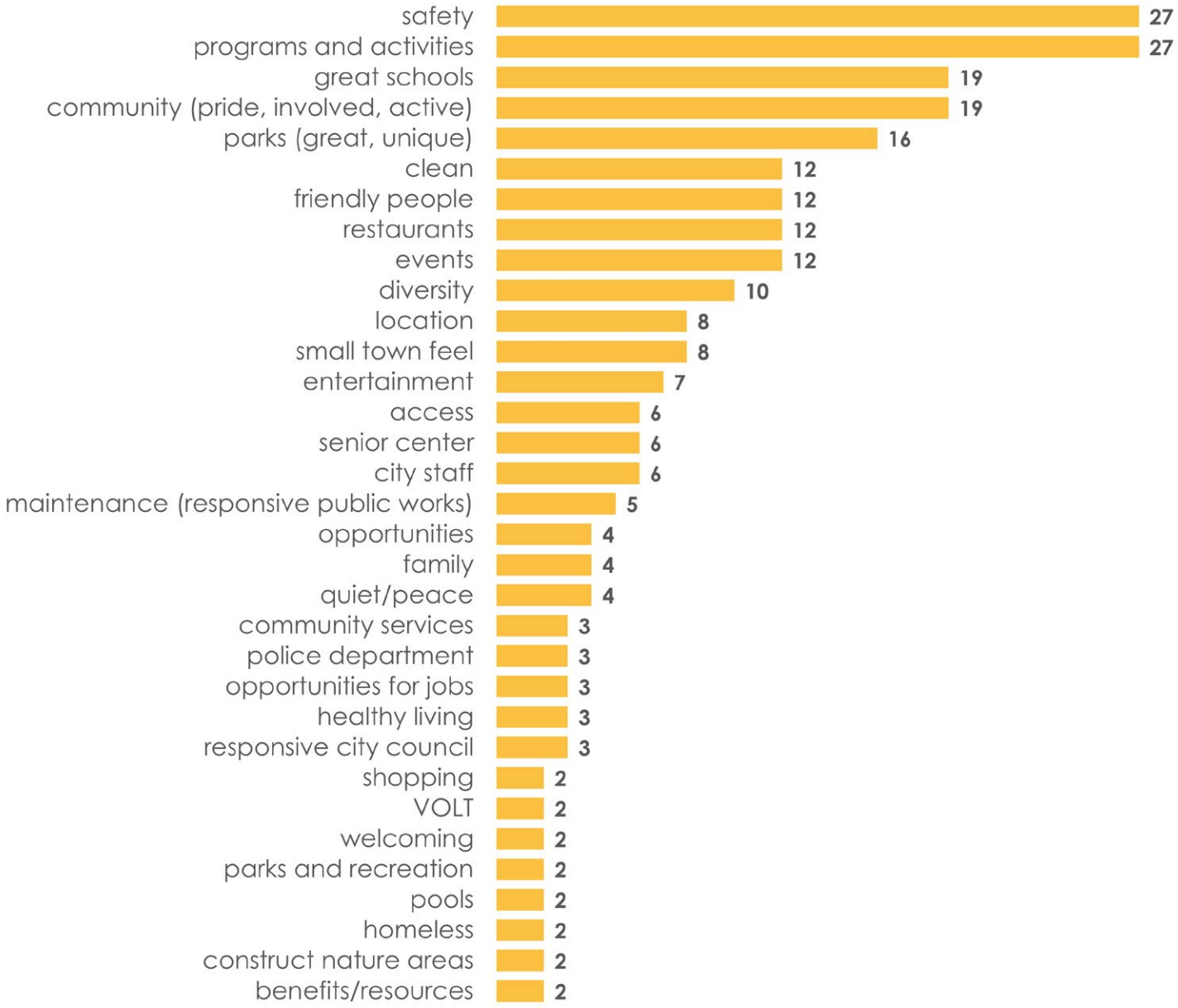


Pre-Survey Question 2: How long have you lived in the City of Buena Park?
The average number of years living in Buena Park was 17 years.

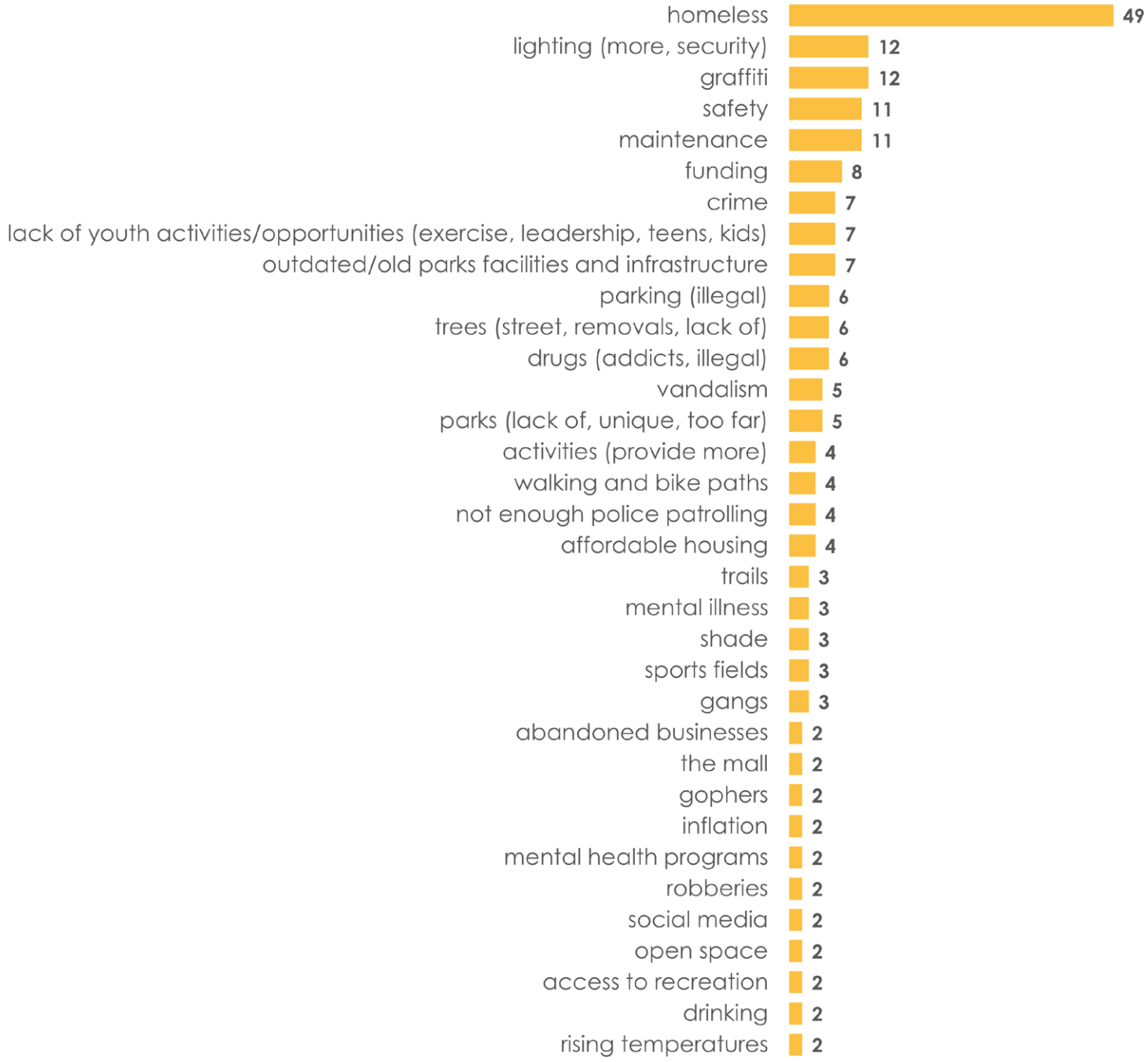




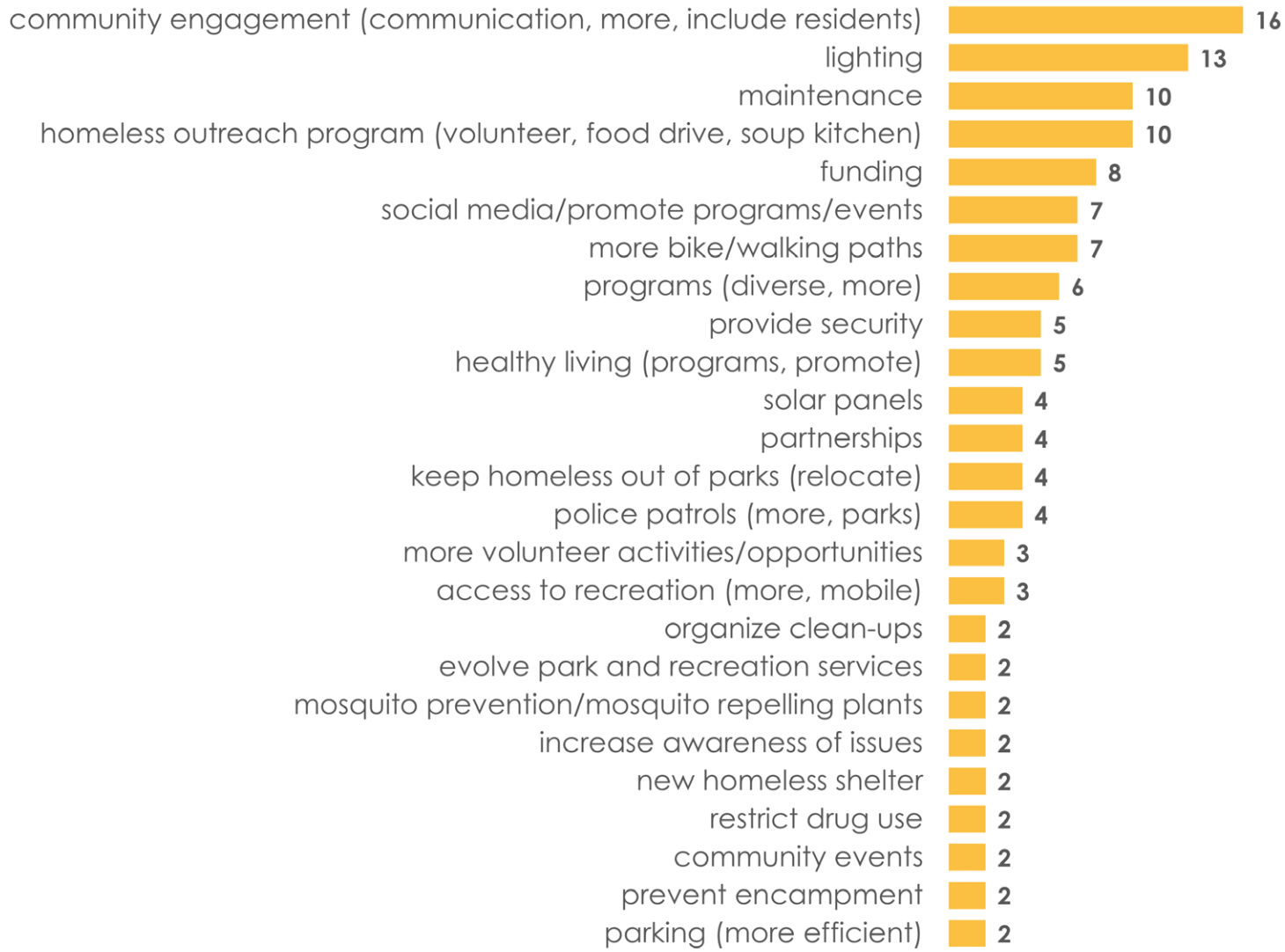
1. What are the most important community characteristics that make the City of Buena Park a great place to live, work and play?



2. What are the issues or trends that may be negatively impacting those important community characteristics and should be considered in the Parks and Recreation Master Plan?



3. What role can the Community Services Department play in addressing those issues and support the community characteristics that make the City of Buena Park a great place to live, work and play?



WORKSHOP #2 SUMMARY

DATE: July 7, 2023

TO: **CITY OF BUENA PARK**

FROM: RJM Design Group, Inc.

SUBJECT: Parks and Recreation Master Plan



Residents of the City of Buena Park were invited to the second community workshop to learn about the Parks and Recreation Master Plan process, and to participate in the second survey. Workshop #2 commenced on June 8, 2023, at 6:00pm to 8:00pm at the Ehlers Event Center. The workshop was in person and the presentation was made available online for those who could not attend. Twenty-eight (28) attendees participated in the evening workshop. RJM shared an overview of the Parks and Recreation Master Plan process, City demographics, existing resources, and results of the community workshop #1, followed by a brief outline of the evening's workshop agenda. Workshop participants filled out the survey individually and then discussed their answers to achieve a consensus among their group, the results of the 6/8/23 workshop group activity were as follows:

GROUP 1	GROUP 2	GROUP 3	GROUP 4	GROUP 5
Most Visited 1. Boisseranc Park 2. Ehlers Event Center 3. Bellis/Peak Park	**Most Visited** 1. Boisseranc Park 2. Community Gymnasium 3. Senior Center	**Most Visited** 1. San Marino Park 2. Boisseranc Park 3. Senior Center	**Most Visited** 1. Boisseranc Park 2. Ehlers Event Center 3. Bellis Park	**Most Visited** 1. Ehlers Event Center 2. Boisseranc Park 3. Peak Park
Why 1. Walk dogs & attend community events 2. Spend time with pets & hang out 3. Community events	**Why** 1. Summer concerts 2. Sports classes 3. Recreation	**Why** 1. Exercise 2. Recreational therapy 3. Dog walking	**Why** 1. Organized recreation 2. Recreation activity 3. Silverado days / concerts	**Why** 1. Senior center activities, rentals, special events, line dance 2. summer concerts, spring egg, summer day camps, adult sports, swim, youth sports, classes, picnic rentals 3. Silverado days, aquatic center, skate park, p-nut baseball, exercise equipment, picnic rentals

GROUP 1	GROUP 2	GROUP 3	GROUP 4	GROUP 5
Facilities 1. Relaxation rooms, calming music and beanbags 2. Study rooms with wifi 3. Fitness equipment / more seating	**Facilities** 1. Fulltime staff at each park during summer 2. Pickleball 3. Adding senior swim / organized walking programs	**Facilities** 1. Shaded areas, lighting, marked walking / bike paths, security lighting (solar) 2. Fine arts drop in facility, STEM, cultural education, music 3. Specialized physical activity center with AC, gym, pickleball	**Facilities** 1. Aquatics facility for all ages 2. Coffee cart at all parks 3. Increased lighting at park facilities for safety	**Facilities** 1. Shade structures (over playgrounds, pickleball courts, picnic shelters) 2. Walking paths with rubberized surface (challenge course on walking path, benches along walking path, mile markers on Silverado Trail) 3. Clubhouses made into community rooms (enhanced)
Programs 1. Pickleball courts (interaction, good exercise) 2. Vertical gardening (space, workshops) 3. More dog obstacle courses	**Programs** 1. Free public wifi at parks 2. Small business meet and greets 3. More youth activities	**Programs** 1. Teen programs, special needs, expand age ranges for youth classes 2. Pickleball 3. Adult senior activities	**Programs** 1. Expansion of courts (pickleball, volleyball, badminton) 2. Aquatics (therapy pool, splash pads) 3. More concerts in the park	**Programs** 1. Pickleball 2. City talent show, 4th of July celebration 3. Enhanced farmers market plus boutique

STAFF GROUP (16)	
Facilities • Senior Center - legacy hall floors and paint • Shade structures over all playgrounds in City • Community Center / Resource Center at Bellis Park • Splash pad • New community center / rennovation of entire Brenner Park • Redo gym floor frequently • Pickleball lined at senior center (added to Bellis and Peak Parks) • Add community centers (not clubhouses) • Walking trail markers • Electrical outlets at Smith-Murthy Park • Park rangers • Senior center - staff restrooms • Peak pool • Pump track • Futsal court • Hope school (large field) / joint use (AUHSD) • Expand dog park at John Beat Park • Community center at new Whitaker Park (classroom) • Community garden	**Programs** • Better job publicizing events • Classes geared toward participants with special needs • Year round aquatics (special events at pool, senior water exercise classes) • Music classes / lessons • Teen programs • Senior camp • 3k / 9k city event • Adult sports league (basketball) • Private youth sports lessons • Movies in the pool • Support groups for families of homeless • Junior lifeguard classes • Small events at Smith Murphy, San Marino, Images • Expand tot-program (pre-school) • Add special events to new Whitaker Park

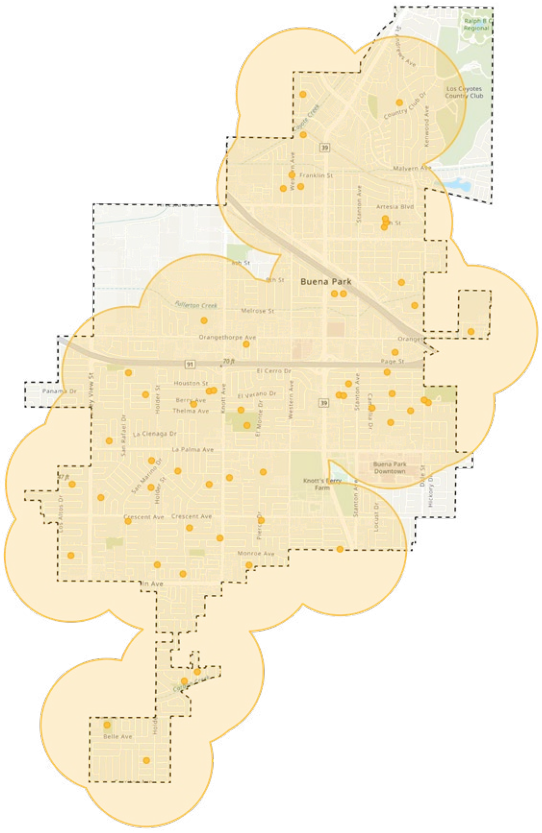
The Workshop #2 survey was open for a little over two weeks until June 25, 2023. The survey was available online and paper copies were available at all community centers. The Workshop #2 Survey was also advertised on the City's social media, City website, and flyers with QR codes were distributed at all parks and facilities. A total of one hundred sixty five (165) surveys were completed.

Residents: 143
Non-Residents: 22



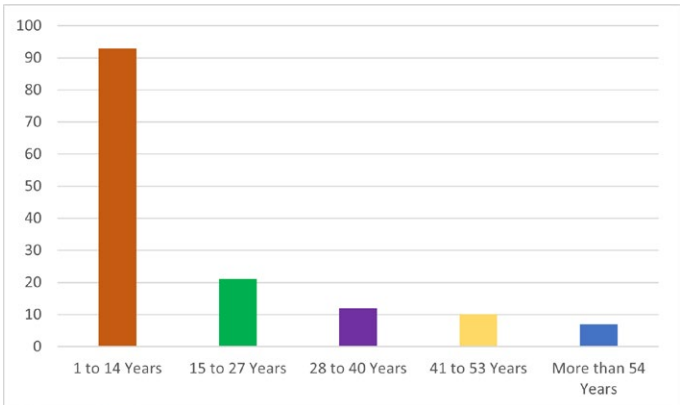
Pre-survey question 1:
Where do you live?

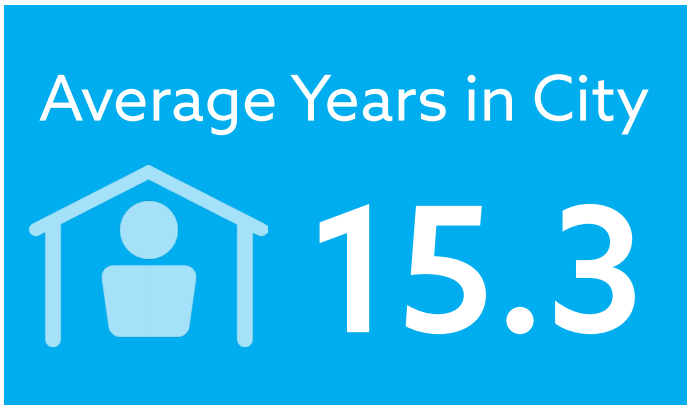
Survey participants were evenly distributed throughout the City of Buena Park.



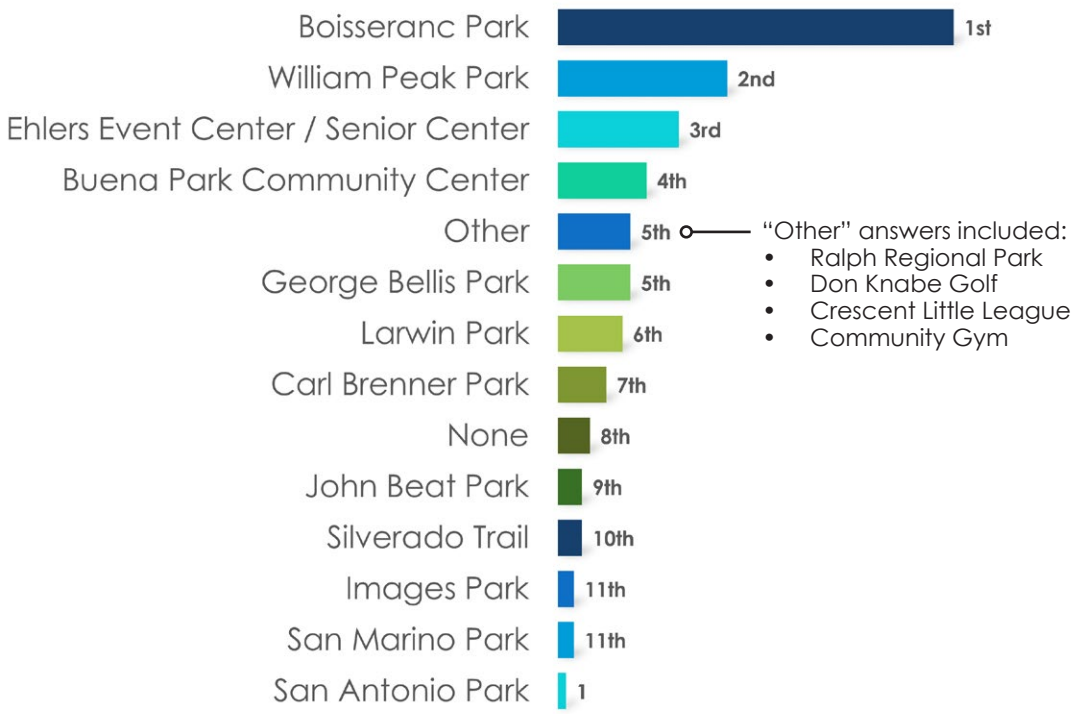


Pre-survey question 2: How long have you lived in the City of Buena Park?
The average number of years living in Buena Park was 15.3 years.

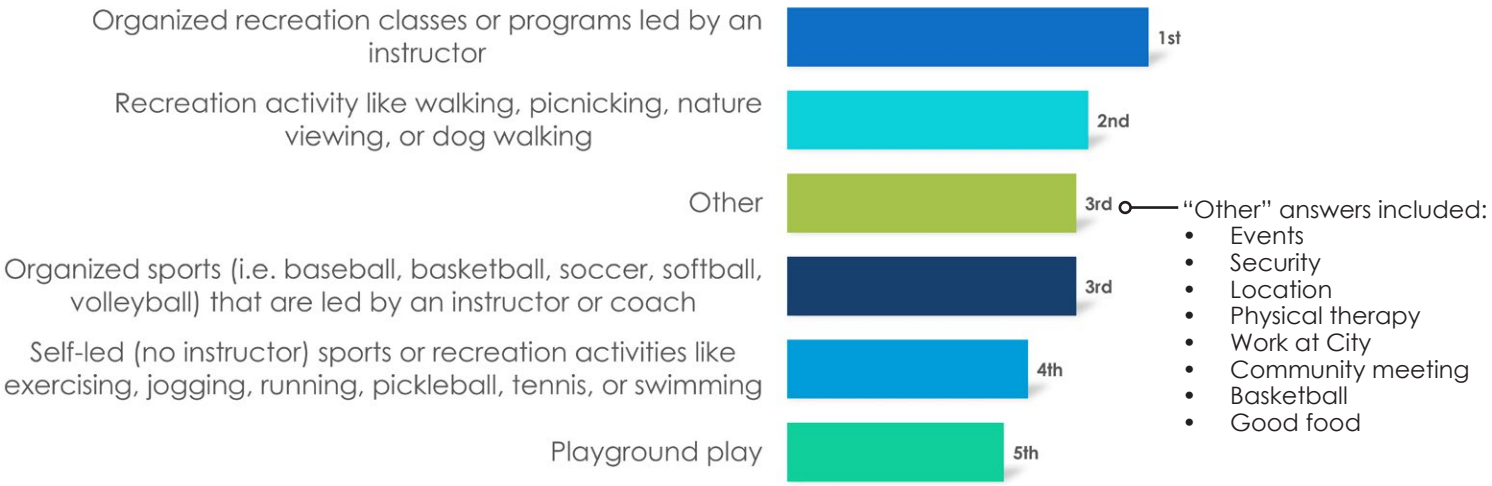




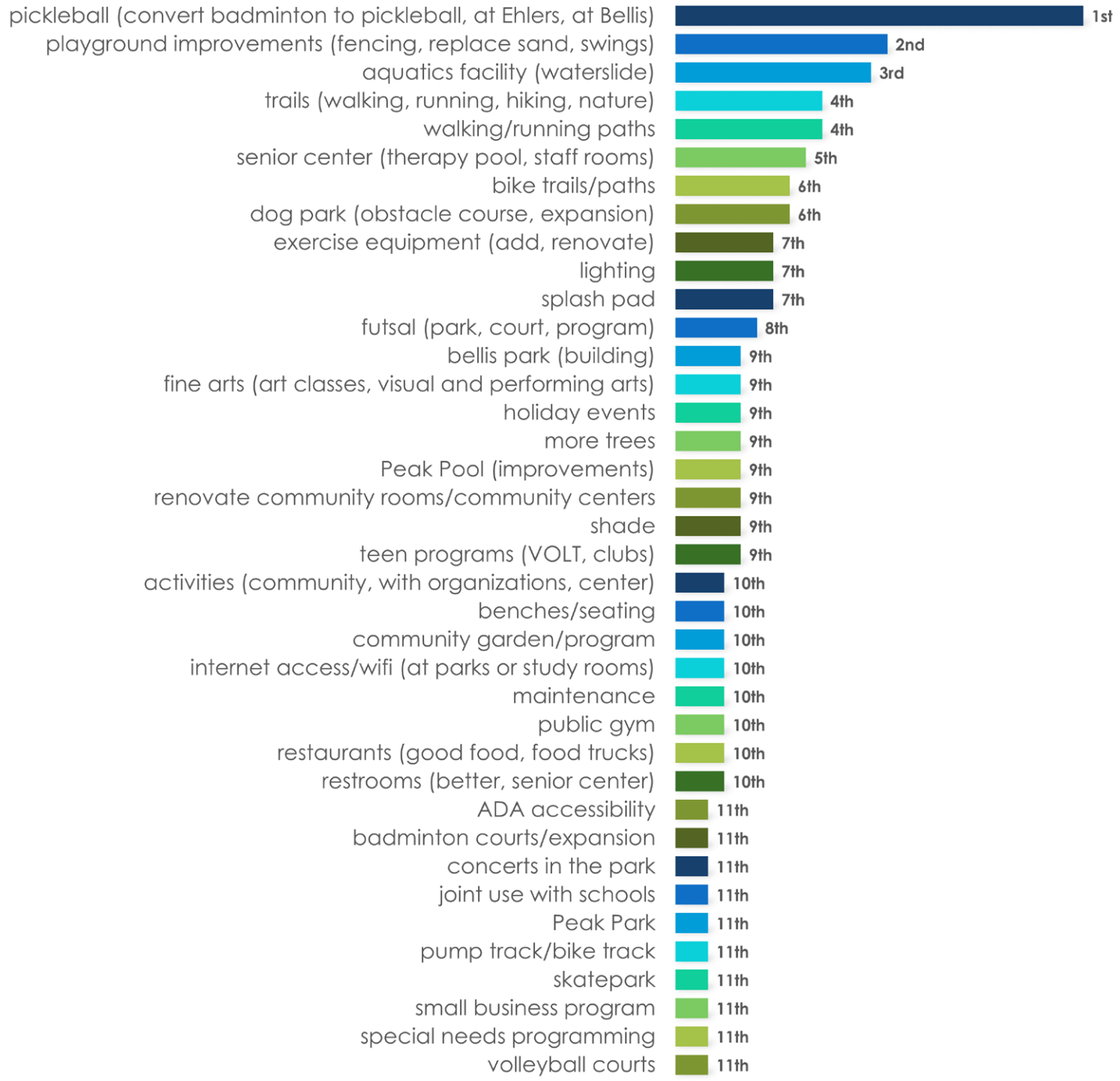
1. What is the name of the park or recreation facility in Buena Park that members of your household visit the most?



2. Why do you visit this park the most often?



3. What is one park feature or recreation facility you would most like to see added or improved in the City of Buena Park?

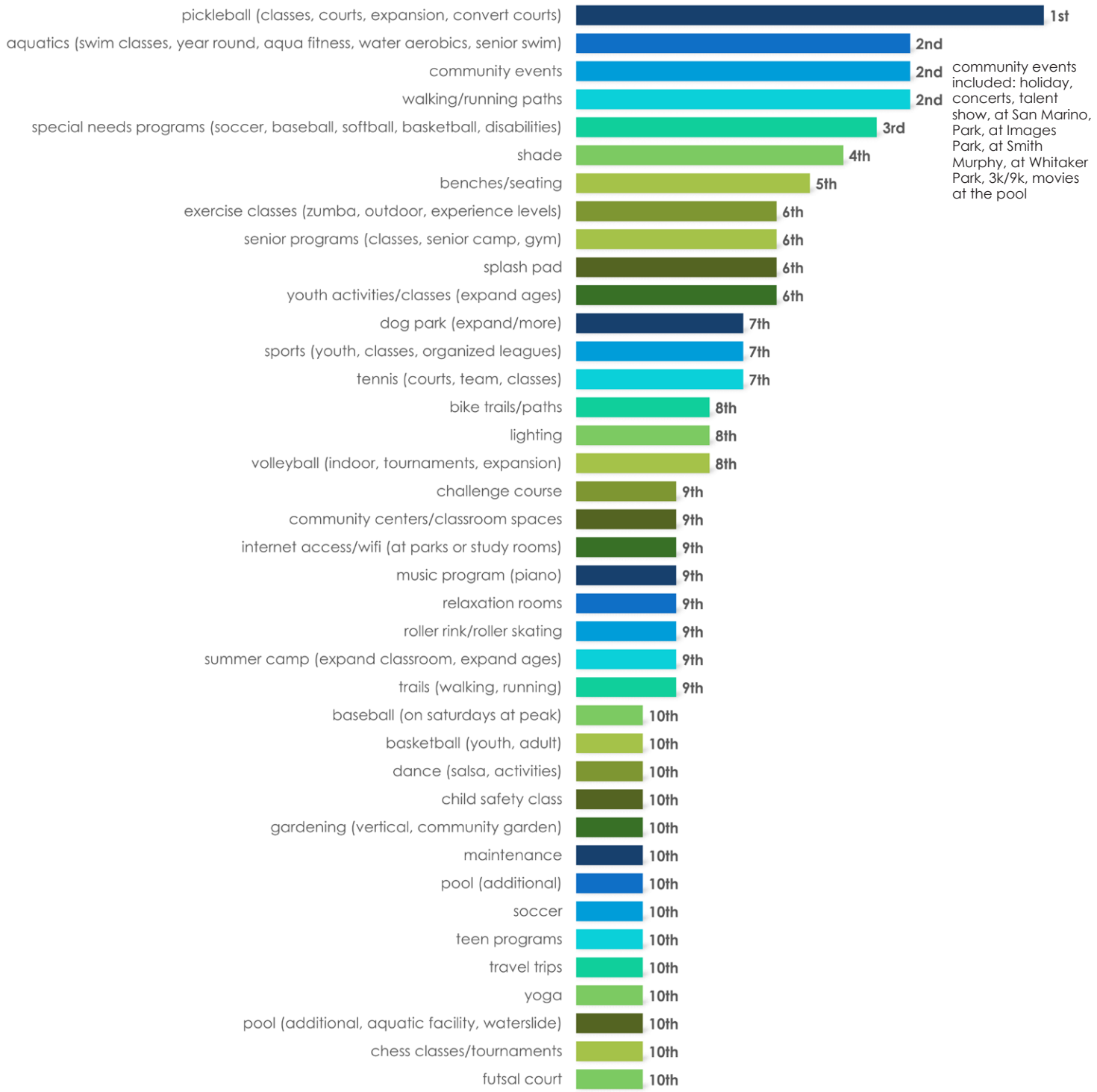


1 response answers included:

- a parade
- add ponds
- adult sports leagues
- backstops
- beginner dance classes
- Boisseranc Park
- career readiness program
- city talent show
- close by park
- cultural education
- ebike/escooter rental
- electrical outlets at Smith Murphy Park
- exercise classes for all ages
- family scholarships
- full time staff during summer
- gymnastics
- hand washing stations
- little league baseball permits
- lower facility rental cost
- more baseball fields
- more parking
- music classes
- obstacle course
- park like Heritage Park in Cerritos
- park rangers
- picnic areas
- pilates in the park
- private youth activity classes at gymnasium
- relaxation room (calming music/beanbags)
- remove homeless
- renovate Brenner Park
- renovate gymnasium floor
- renovate parks
- roller derby/skating rink
- senior book club
- shaded tennis court
- soccer park
- STEM
- summer camp curriculum
- tennis courts
- turf grass
- weekly programs
- weight training
- Whitaker Park
- youth programming
- youth track

Note: Includes program related responses.

4. What is one recreation program, class, activity, or service you would most like to see added or improved in the City of Buena Park?



1 response answers included:

- add cafe
- ampitheater
- art classes/program
- ATP infrastructure
- badminton expansion
- basketball tournaments
- bbqs
- Boisseranc Park
- boutique
- cultural education
- easier registration
- ebike rentals
- edison site between beach and dale
- expand tot program
- farmers market
- fitness equipment
- full time staff during summer
- girls flag football
- homeless support groups
- indoor courts for badminton
- indoor gym
- indoor soccer
- interactive courses
- junior lifeguard classes
- language classes
- night classes
- nutrition class
- picnic shelters
- public art facility
- recycling bins
- renovate courts
- renovate library
- rentable equipment
- resources from organizations on health and physical activity
- security
- self defense classes
- small business meet and greet
- trash cans
- tumbling classes
- user friendly website
- vending machine at senior center
- walking program
- water features
- wood/plastic shop
- year round programs

Note: Includes facility related responses.

Community Inspired Spaces
RJM DESIGN GROUP

WORKSHOP #3 SUMMARY

DATE: August 8, 2023

TO: **CITY OF BUENA PARK**

FROM: RJM Design Group, Inc.

SUBJECT: Parks and Recreation Master Plan



Residents of the City of Buena Park were invited to the community workshop to learn about the Parks and Recreation Master Plan process, and to participate in the third Survey. Workshop #3 commenced on July 20, 2023, at 6:00pm to 8:00pm at the Buena Park Community Center. The workshop was in person and available online for those who could not attend. Twenty (20) attendees participated in the evening workshop. RJM shared an overview of the Master Plan process, City demographics, and existing resources, followed by a brief outline of the evening's workshop agenda. Workshop participants filled out the survey individually and then discussed their answers to achieve a consensus among their group, the results of the 7/20/23 workshop group activity were as follows:



GROUP 1	**Programs** 1. College and career readiness class / teen leadership 2. Cultural programs and events 3. Joint use program/partnerships (with schools, small businesses, library and Boys & Girls Club) 4. Security/police patrols (enforce drinking/smoking rules, park ranger) 5. Youth activities (for children and toddlers)	**Park Feature / Facility** 1. Renovate/upgrade existing parks 2. Swimming pool improvements (at Boisseranc and Peak, add slide, open year round, keep heated) 3. Trails (walking paths, hiking, nature) 4. More access to recreation	**Park Names** 1. Cordelia Knott 2. Donna Bagley
GROUP 2	**Programs** 1. Afterschool program 2. College and career readiness class / teen leadership 3. Safety in parks and facilities 4. Senior classes and activities 5. Sports (youth, classes, organized leagues, train coaches better, new equipment)	**Park Feature / Facility** 1. Dog area (dog park, obstacle course, dog playground) 2. Playground improvements 3. Splash pad 4. Swimming pool improvements (at Boisseranc and Peak, add slide, open year round, keep heated) 5. Trails (walking paths, hiking, nature)	**Park Names** 1. Dr Beth Swift 2. Sharon Smith 3. Mothers Park
GROUP 3	**Programs** 1. Bilingual programs (in Spanish and Korean) 2. Funding 3. Health and wellness class (yoga, meditation, Pilates, nutrition) 4. Homeless outreach 5. Safety in parks and facilities	**Park Feature / Facility** 1. Boisseranc park clubhouse improvements 2. Dog area (dog park, obstacle course, dog playground) 3. Peak park clubhouse improvements 4. Security lighting and cameras 5. Senior center improvements	**Park Names** 1. Rosa Park 2. Juette Gordon
GROUP 4	**Programs** 1. Cultural programs and events 2. Homeless outreach 3. Promote/advertise programs and events 4. Senior classes and activities 5. Special needs programs (adults, sports)	**Park Feature / Facility** 1. Playground improvements 2. Restroom improvements (replace/fix equipment, safety, open hours) 3. Trails (walking paths, hiking, nature) 4. Renovate peak pool building 5. Improvements to bellis/peak/bois/brenner	**Park Names** 1. Dr Beth Swift 2. Cordelia Knott
GROUP 5	**Programs** 1. Aquatics (swim classes, aqua fitness classes) 2. Homeless outreach 3. Joint use program/partnerships (with schools, small businesses, library and Boys & Girls Club) 4. Pickleball classes 5. Special needs programs (adults, sports)	**Park Feature / Facility** 1. Fitness center 2. More, additional parks (in central area, pocket parks, distributed through city) 3. Pickleball court 4. Playground improvements 5. Trails (walking paths, hiking, nature)	**Park Names** 1. Dr Elizabeth Swift 2. Rosie The Riveter
GROUP 6	**Programs** 1. College and career readiness class / teen leadership 2. Music classes 3. Special needs programs (adults, sports) 4. Sports (youth, classes, organized leagues, train coaches better, new equipment) 5. Summer youth program	**Park Feature / Facility** 1. Amphitheater 2. Pickleball court 3. Playground improvements 4. Restroom improvements (replace/fix equipment, safety, open hours) 5. Multi-sports park	**Park Names** 1. Lynx Softball Team 2. Ronda Mccune

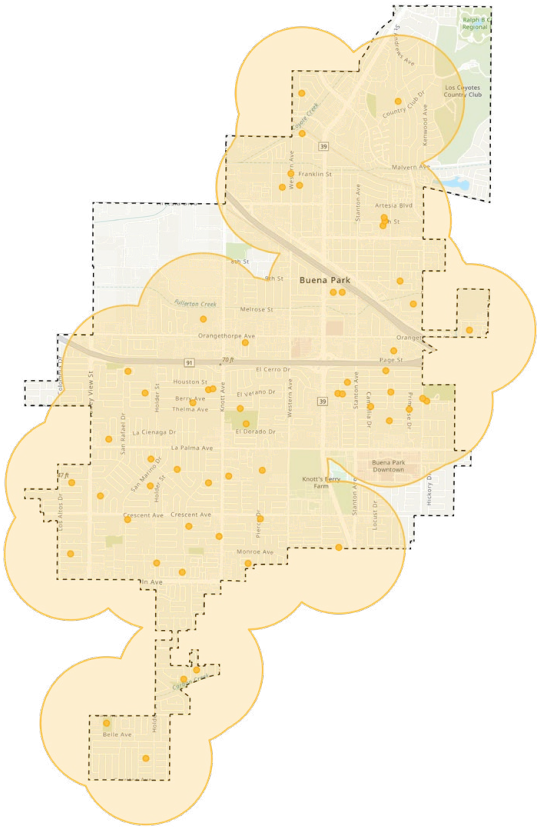
The Workshop #3 Survey was open for a little over two weeks until August 6, 2023. The survey was available online and paper copies were available at all community centers. The Workshop #3 Survey was also advertised on the City's social media, City website, City pop-up events.

Residents: 114
Non-Residents: 29

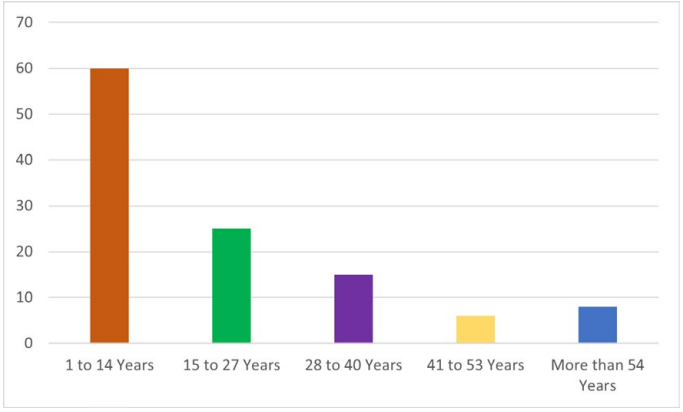


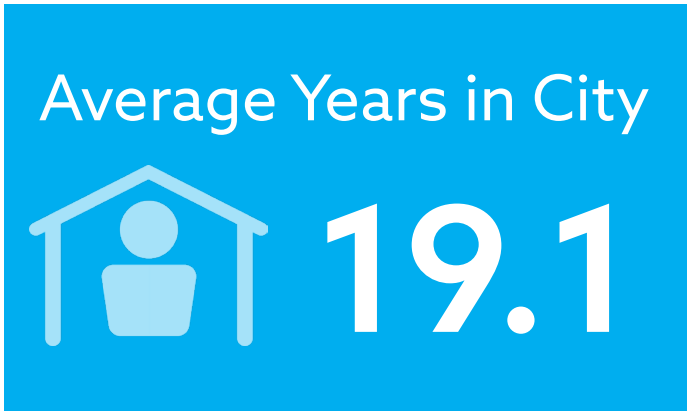
Pre-survey question 1:
Where do you live?

Survey participants were evenly distributed throughout the City of Buena Park.

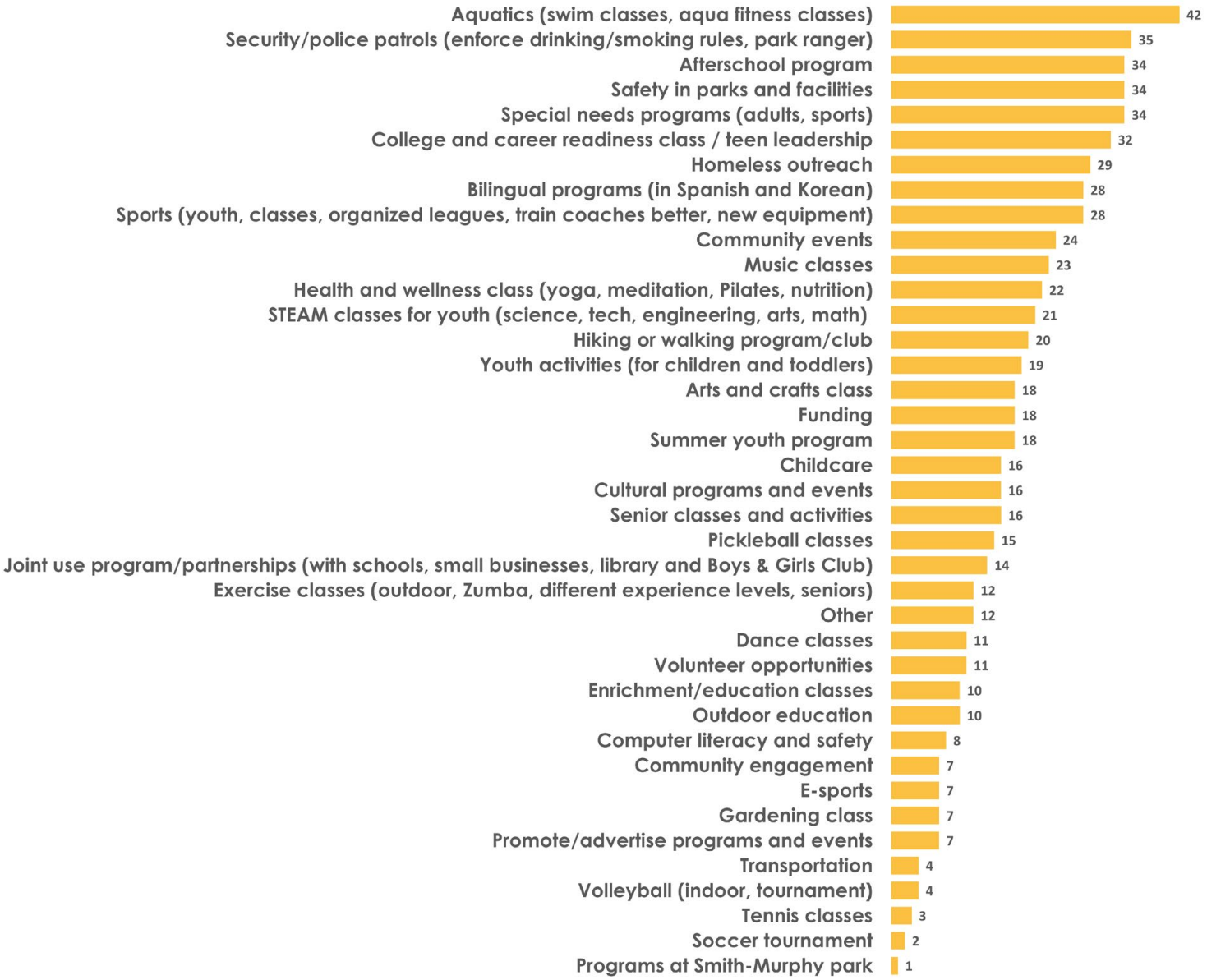


Pre-survey question 2: How long have you lived in the City of Buena Park?
The average number of years living in Buena Park was 19.1 years.





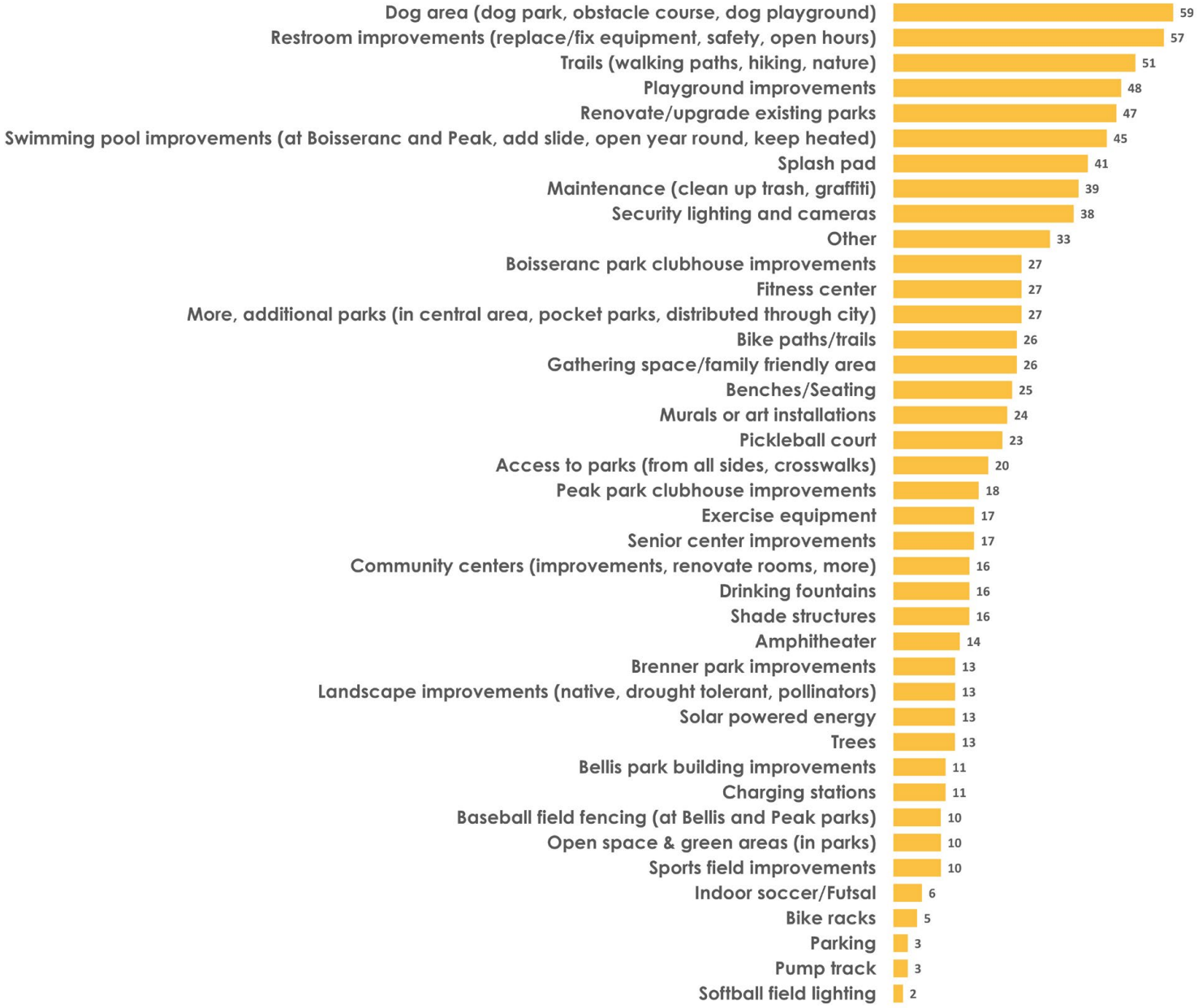
1. The following list includes the program needs identified with the highest number of common responses from the community outreach efforts to date. Please choose your top 5 programs, classes, or activities you would most like to see added or improved in Buena Park to meet the needs of the community?



"Other" answers included:

- Running event 3k/5k (2)
- City beautification
- Clear brenner of drug deals & users
- Dog park closer to me
- Field trips
- Gymnastics
- Park security guards 24/7
- Police patrols clear park after hrs
- Roller skate / roller blading
- Safety in residential areas
- Special needs playground equipment

2. The following list includes the park/facility needs identified with the highest number of common responses from the community outreach efforts to date. Please choose your top 5 park feature and/or recreation facility you would most like to see added or improved in Buena Park to meet the needs of the community?



"Other" answers included:

- Renovate peak pool building (8)
- Multi-sport park (7)
- Community track and field (4)
- Community gardens (3)
- Green belt development (2)
- Handicap accessible playground (2)
- Park security (2)
- Peakpark- basketball court lighting (2)
- Boys and girls club
- Improvements to bellis/peak/bois/brenner
- More access to recreation
- Renovate local facility at peak
- Renovate north pool building

3. City Council is looking to rename a few of their parks. A Committee was established to seek potential female related names. The Committee is also seeking community input. The requirement is that the name should be a Woman who has either strong community ties, historically notable, or influential in the community.



Parks, Open Space & Recreation
Community Survey Summary Report

Prepared for the
City of Buena Park







March 2023

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INTRODUCTION

Located in northern Orange County and currently home to an estimated 83,430 residents,[1] the City of Buena Park offers a wide variety of active and passive recreation facilities and amenities, including a community center, 12 parks across more than 90 acres of parkland, as well as the Silverado Trail. By providing much-needed spaces to recreate, relax, and play, Buena Park's parks and recreation facilities help to promote a strong sense of community in the City, improve property values, enhance the business climate and local economy, and generally contribute to a higher quality of life for residents and visitors alike. Recognizing that the community's recreation needs and interests evolve over time, the City of Buena Park recently embarked on a citywide Parks and Recreation Master Planning process to guide the future development of parks and recreation in the City.

PURPOSE OF SURVEY

To ensure that the Parks and Recreation Master Plan represents the interests of the *entire* community, the City included a statistically reliable community survey as a key element of the assessment process. The survey described in this report provides an objective, *statistically reliable* profile of Buena Park residents' opinions, needs, and activities as they relate to parks, open space, community facilities, and recreation programs in the City. Specifically, the survey was designed to:

- Profile household use of parks, open space areas, recreation facilities, and community centers in Buena Park;
- Identify whether residents perceive a need for improvements to City parks, recreation facilities, programs, and/or services, as well as the improvements that are most desired;
- Explore the recreation activities that residents most often engage in, as well as whether they participate in city-sponsored recreation and arts programs, classes, services, and activities;
- Collect additional background and demographic data relevant to understanding residents' perceptions, needs, and interests as they relate to parks, recreation, and related services in Buena Park.

OVERVIEW OF METHODOLOGY

A full description of the methodology used for this study is included later in this report (see *Methodology* on page 35). In brief, the survey was administered to a random sample of 544 adults who reside within the City of Buena Park. The survey followed a mixed-method design that employed multiple recruiting methods (email, text, and telephone) and multiple data collection methods (telephone and online). Administered in English, Spanish, and Korean between February 27 and March 6, 2023, the average interview lasted 15 minutes.

ORGANIZATION OF REPORT

This report is designed to meet the needs of readers who prefer a summary of the findings as well as those who are interested in the details of the results. For those who seek an overview of the findings, the sections titled *Just the Facts* and *Conclusions* are for you. They provide a summary of the most important factual findings of the survey in bullet-point format and a discussion of their implications. For the interested reader, this section is followed by a more detailed question-by-question discussion of the results from the survey by topic area (see *Table of Contents*), as well as a description of the methodology employed for col-

1. Source: ESRI Demographics Data.

lecting and analyzing the data. And, for the truly ambitious reader, the questionnaire used for the interviews is contained at the back of this report (see *Questionnaire & Toplines* on page 38), and a complete set of crosstabulations for the survey results is contained in Appendix A.

ACKNOWLEDGEMENTS True North thanks the City of Buena Park for the opportunity to conduct the study and for contributing valuable input during the design stage of this study. The collective experience, insight, and local knowledge provided by city representatives and staff improved the overall quality of the research presented here. A special thanks also to RJM Design Group for contributing to the design of the study and interpretation of the results.

DISCLAIMER The statements and conclusions in this report are those of the authors (Dr. Timothy McLarney and Richard Sarles) at True North Research, Inc. and not necessarily those of the City of Buena Park. Any errors and omissions are the responsibility of the authors.

ABOUT TRUE NORTH True North is a full-service survey research firm that is dedicated to providing public agencies with a clear understanding of the values, perceptions, priorities, and concerns of their residents and customers. Through designing and implementing scientific surveys, as well as expert interpretation of the findings, True North helps its clients to move with confidence when making strategic decisions in a variety of areas—such as planning, policy evaluation, performance management, establishing fiscal priorities, passing revenue measures, and developing effective public information campaigns.

During their careers, Dr. McLarney (President) and Mr. Sarles (Principal Researcher) have designed and conducted over 1,200 survey research studies for public agencies—including more than 400 studies for California municipalities and special districts.

Key Findings

As noted in the *Introduction*, this study was designed to provide the City of Buena Park with a statistically reliable understanding of its residents' needs, interests, and activities as they relate to parks, open spaces, recreation facilities, and recreation programming and services. Whereas subsequent sections of this report are devoted to conveying the detailed results of the survey, in this section we attempt to 'see the forest through the trees' and note how the collective results of the survey answer some of the key questions that motivated the research.

To what extent are Buena Park residents making use of the City's parks, open spaces, and recreation facilities?

The City of Buena Park is currently home to a dozen parks across more than 90 acres of parkland, multiple recreation and community facilities, as well as the Silverado Trail for residents' use that are designed to meet the needs of diverse segments of the community.

The results of the survey indicate that a very high percentage of residents take advantage of the City's parks and recreation opportunities, with nearly nine-in-ten Buena Park households utilizing a park or open space area (89%) and eight-in-ten utilizing a recreation facility or community center (78%) on an annual basis.

The *frequency* of visits is highest for parks and open space areas, with 31% of residents reporting that their household visits a park or open space area in Buena Park at least once per week. By comparison, 12% of households reported visiting a Buena Park recreation facility or community center on a weekly basis. As one might expect, visitation rates did vary substantially across household characteristics, with the highest rates for **parks and open space areas** being exhibited by those in households with young children (between 3 and 12 years of age), residents between the ages of 25 and 54, Latino/Hispanic and Asian American residents, and those who took the survey in Spanish or Korean. Similarly, residents who had lived in Buena Park between five and nine years, households with young children (between 3 and 12 years of age), those between the ages of 35 and 64, Latino/Hispanic and Asian American residents, and those who took the survey in Spanish or Korean were the most likely subgroups to report visiting a city **recreation facility or community center** on a weekly basis. See *Use and Visitation* on page 6 for more information on this topic.

Additionally, the types of recreation activities residents engage in are diverse. Although walking and hiking was by a wide margin the most common recreation activity report by Buena Park **adults** (mentioned by 51% of respondents), more than 20 other activities were also mentioned including running and jogging (16%), picnicking (15%), gym workouts and fitness classes (14%), biking/cycling (12%), and dog walking (11%). Buena Park **youth** were similarly diverse in their recreation activities, with the most common being playing at the park or playground (16%), hiking (9%), bicycling (9%), basketball (8%), soccer (6%), baseball/softball

(5%), and swimming (5%). See *Recreation Activities & Programming* on page 18 for more information on this topic.

Are there specific improvements to parks, open space areas, and recreation facilities that residents desire?

Buena Park's Parks and Recreation Master Plan seeks to identify the park, recreation facility, and recreation programming needs of residents, make recommendations on how best to meet these needs, and propose an action plan to implement the recommendations. Although it is useful to consult national standards and the standards adopted by other municipalities for guidelines as to the demand for specific facilities and the deficits that may exist in Buena Park, ultimately there is no better guide than to speak directly with residents of the City about the improvements they desire.

At the outset, it should be recognized that Buena Park residents are generally quite pleased with the parks and recreation facilities offered in the City. Indeed, more than two-thirds of respondents (68%) stated they were satisfied with the parks, open space areas, and recreation facilities available in Buena Park, and the level of satisfaction was also widespread with a majority of respondents in every subgroup reporting satisfaction. A similarly high percentage (69%) also reported being satisfied with the *maintenance* of parks, open space areas, and recreation facilities in the City.

The above notwithstanding, nearly half of respondents (46%) indicated a desire for additions or improvements to parks and recreation facilities in Buena Park—with residents between the ages of 25 and 44, those in a household that visits a city park, open space area, recreation facility, or community center multiple times per month, those with young children in the household, and those who completed their survey in Spanish being the most likely to see opportunities for improvements. The improvements suggested most often were provide and improve playgrounds (13%), improve public safety (11%), provide and improve walking and hiking trails (10%), improve landscaping and trees (9%), provide and improve dog parks (9%), provide and improve fitness and exercise equipment (8%), improve restroom maintenance (8%), provide and improve the community pool (7%), and provide and improve lighting (7%). For more on this topic, see *Park & Recreation Facility Improvements* on page 15.

How well is the City performing in meeting residents' recreation programming needs?

The City of Buena Park offers an array of recreation and community programs to residents, as well as individuals from neighboring communities. Often tailored to specific age groups, programs include organized group recreation and sports programs, individual sports and recreation activities, cultural events, educational classes, personal health courses, and special events.

The results of this study indicate that the City is doing a solid job meeting residents' needs with respect to recreation programming. In a *typical* year (i.e., when not in pandemic), 64% of households indicated that at least one member participates in recreation programs, classes, activities, or services offered by the City of Buena Park. Although this percentage was much lower during the past year (27%) due in part to the pandemic, those satisfied with the recreation programs, classes, activities, and services offered by the City still outnumbered those dissatisfied by a ratio of nearly 5 to 1.

Although residents clearly appreciate the variety and quality of recreation programs offered, some of those surveyed (33%) did see opportunities to add to or improve recreation programming and services in Buena Park—especially residents between the ages of 35 and 54, households with a child or teenager in the home, individuals who completed the survey in Spanish, those who had lived in Buena Park between 5 and 9 years, respondents from households that visit a park or open space area in the City weekly, and those who visit a recreation facility or community center in Buena Park at least once per month. The most commonly suggested additions or improvements pertained to fitness/gym classes (11%), swimming classes (11%), activities and classes for toddlers/children (7%), yoga, meditation, and/or Pilates classes (7%), dance classes (6%), and art & craft classes (6%). For more on this topic, see *Recreation Activities & Programming* on page 18.

USE AND VISITATION

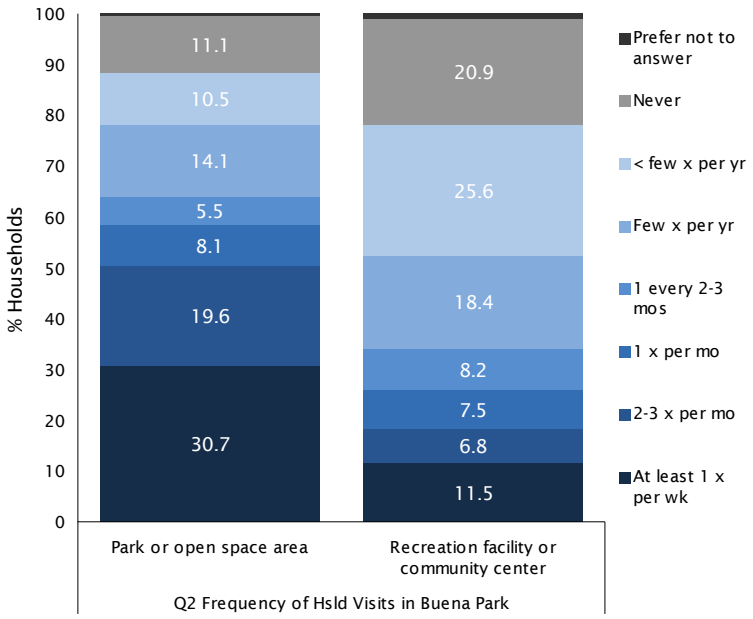
The City of Buena Park is currently home to a dozen parks across more than 90 acres of parkland, several recreation and community facilities, as well as the Silverado Trail. The first section of the survey sought to profile residents' use of city parks, open space areas, recreation facilities, and community centers.

FREQUENCY OF USE

Buena Park's parks and open space areas are widely used by the community, with 89% of households reporting that they visit one or more parks or open space areas on an annual basis and 31% doing so on a *weekly* basis. Although the vast majority (78%) of households also reported visiting a recreation facility or community center in Buena Park on an annual basis, these visits were less frequent, with 12% reporting that they visit a recreation facility or community center in the City at least once per week (see Figure 1).

Question 2 *The City of Buena Park is preparing a Parks and Recreation Master Plan. Your participation in this survey will help the City provide recreation facilities, programs, and services that best meet the community's needs. As you answer the following questions, please speak on behalf of all members of your household. In a typical year when there is not a pandemic, how frequently do you or other members of your household _____ in Buena Park? At least once per week, two to three times per month, once per month, once every two or three months, a few times per year, less often than a few times per year, or never?*

FIGURE 1 FREQUENCY OF HSLD VISITS IN BUENA PARK



For the interested reader, tables 1-4 show how *weekly* use of parks and open space areas, and city recreation facilities and community centers, varied across demographic subgroups. When compared with their respective counterparts, those in households with young children (between 3 and 12 years of age), residents between the ages of 25 and 54, Latino/Hispanic and Asian American residents, and those who took the survey in Spanish or Korean were the most likely to report visiting parks or open space areas in the City on a weekly basis. Residents who had lived

in Buena Park between five and nine years, households with young children (between 3 and 12 years of age), those between the ages of 35 and 64, Latino/Hispanic and Asian American residents, and those who took the survey in Spanish or Korean were the most likely subgroups to report visiting a city recreation facility or community center on a weekly basis.

TABLE 1 FREQUENCY OF HSLD VISITS IN BUENA PARK BY YEARS IN BUENA PARK & GENDER (SHOWING % AT LEAST 1X PER WEEK)

	Years in Buena Park (Q1)				Gender (QD3)	
	Less than 5	5 to 9	10 to 14	15 or more	Male	Female
Park or open space area	33.2	33.0	29.0	29.5	30.0	33.2
Recreation facility or community center	10.5	18.4	11.9	9.2	12.3	11.1

TABLE 2 FREQUENCY OF HSLD VISITS IN BUENA PARK BY AGES OF HSLD MEMBERS (SHOWING % AT LEAST 1X PER WEEK)

	Ages of Hsld Members (QD2)					
	Child 3-5	Child 6-12	Teen 13-17	Adult 18-54	Adult 55-74	Adult 75+
Park or open space area	44.7	37.4	35.7	33.4	30.4	32.9
Recreation facility or community center	20.9	20.2	13.8	11.1	10.7	16.9

TABLE 3 FREQUENCY OF HSLD VISITS IN BUENA PARK BY AGE (SHOWING % AT LEAST 1 X PER WEEK)

	Age (QD4)					
	18 to 24	25 to 34	35 to 44	45 to 54	55 to 64	65 or older
Park or open space area	30.2	38.6	35.1	34.7	27.6	18.1
Recreation facility or community center	2.6	3.9	16.7	13.4	15.7	11.3

TABLE 4 FREQUENCY OF HSLD VISITS IN BUENA PARK BY ETHNICITY & SURVEY LANGUAGE (SHOWING % AT LEAST 1X PER WEEK)

	Ethnicity (QD5)				Survey Language		
	Caucasian / White	Latino / Hispanic	Asian American	Other / Mixed	English	Spanish	Korean
Park or open space area	26.5	34.7	32.6	22.8	28.9	34.1	56.2
Recreation facility or community center	10.6	12.7	12.9	5.0	9.7	20.6	22.6

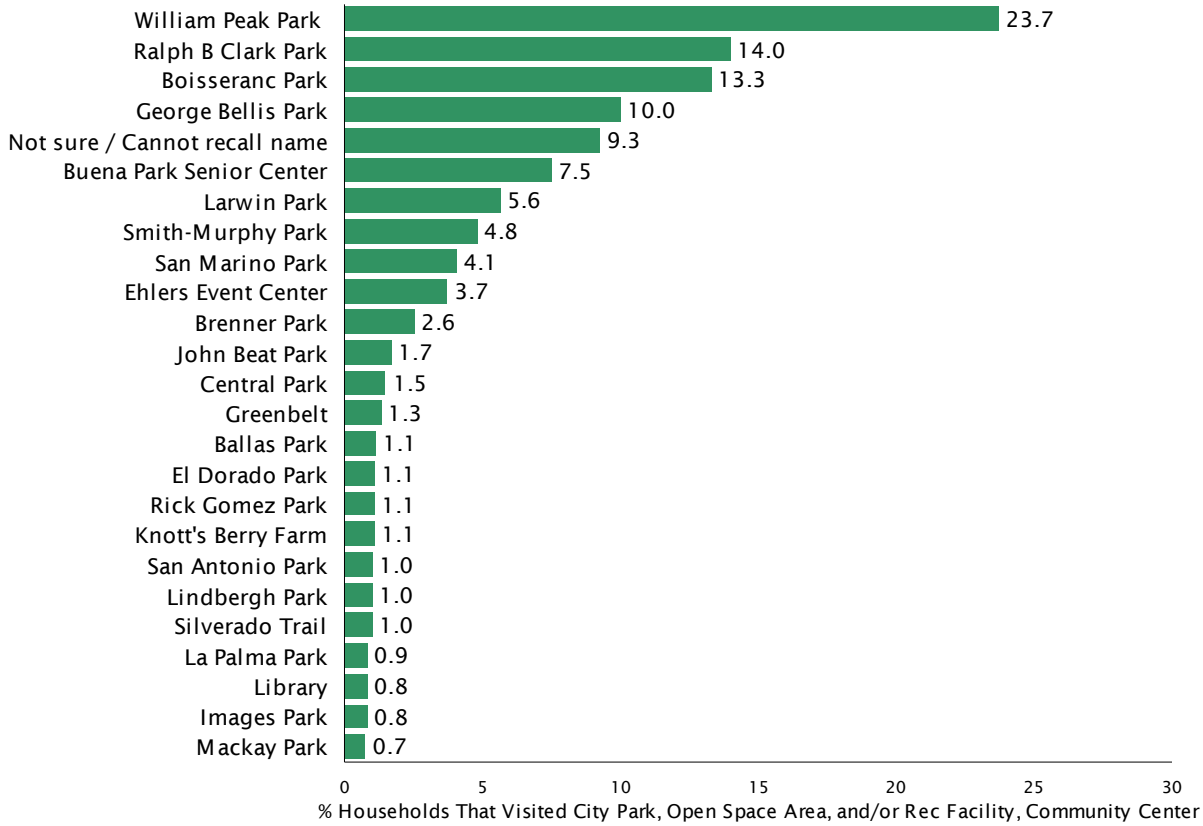
WHICH SITE DO YOU VISIT MOST OFTEN?

All respondents who reported that they occasionally visit a park, open space area, recreation facility, or community center in Buena Park were subsequently asked to name the site their household visits most often. Question 3 was presented in an open-ended manner, allowing respondents to mention any park or facility name that came to mind. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 2 on the next page.

Overall, William Peak Park was the most popular site mentioned (24%), followed by Ralph B Clark Park (14%), Boisseranc Park (13%), George Bellis Park (10%), and the Buena Park Senior Center (8%). Approximately 9% could not recall or were unsure of the location's name.

Question 3 *What is the name of the park, open space area, or recreation facility in Buena Park that members of your household use most often?*

FIGURE 2 PARK, OPEN SPACE AREA, REC FACILITY USE MOST OFTEN



REASONS FOR NOT VISITING PARKS & REC FACILITIES

For the very small percentage of respondents who reported that their household does not visit parks, open space areas, recreation facilities, or community centers in Buena Park, Question 4 asked if there was a particular reason they do not visit parks or recreation facilities. As shown in the verbatim responses below and on the next page, responses varied across a range of themes, including concern about the presence of homeless individuals and personal safety, lack of awareness and interest in local parks and recreation facilities, and preference for other private and public facilities.

Question 4 *Is there a particular reason that your household doesn't visit parks or recreation facilities in Buena Park?*

- *Because we have seen lots of strange people around the area and don't feel that safe.*
- *Don't feel safe at parks, homeless, drugs all over the ground/needles.*
- *Heard not safe.*
- *Homeless and do feel safe.*
- *Homeless people and drug addicts always at the parks when I used to go.*

- *I am on Orangethorpe/Western. I don't feel pleasant park is near me. I end up going to Artesia/Cerritos.*
- *I don't feel safe visiting most local parks. As for the recreation facilities, I don't have time or a want at this time in my life.*
- *I'm not aware of the local parks and recreation facilities as I've only been a resident here for a year. Also, I frequent parks that I'm already familiar with.*
- *Never crossed our minds to visit parks. Might actually visit one this weekend if weather is fine.*
- *No park within short walking distance; no appealing amenities.*
- *Not big enough for the activities we enjoy. I.e., running and roller blading on nice paths.*
- *The parks in my neighborhood is either next to the freeway or where the transformers are. Please don't expand the park on San Rafael Dr. (between Patton and La Palma). Many people threw beer bottles after visiting that little park.*
- *There is too often pot smokers or homeless people.*
- *We are not aware of any. We visit our own club house and dog park instead.*
- *We frequent larger regional parks in nearby cities.*
- *We go to park in La Palma.*
- *We live in a community with a reaction facility.*
- *We live in a homeless shelter, and we are not allowed to walk to the park or anywhere. They have shuttle but refuses to take us to recreational places no place important either like a job. They don't help just want money to have us homeless here.*
- *We live on the border with Fullerton and La Mirada so use their parks.*
- *We prefer parks in other cities*
- *We work and don't have time. By the time we get off, it is midnight.*
- *We're old and disabled.*
- *When my children were younger it made sense to visit parks but now, they are older we don't have time like we used to.*
- *You have made this city unsafe.*

PARKS & FACILITY IMPROVEMENTS

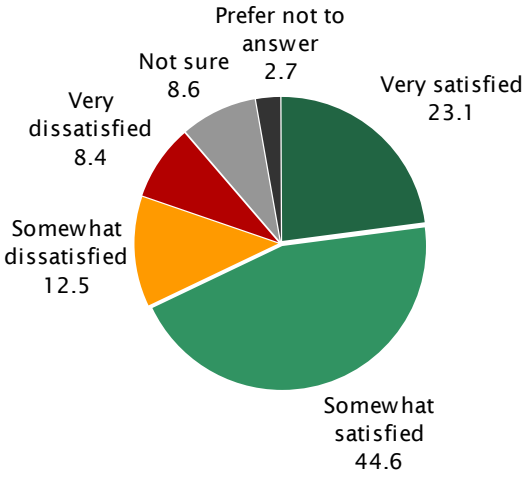
The Parks and Recreation Master Plan seeks to identify the park and recreation needs of the City, make recommendations on how best to meet these needs, and propose an action plan to implement the recommendations. To this end, there is no better guide than to speak directly with residents of Buena Park about their park and recreation experiences and the improvements they desire. Accordingly, the next portion of the survey was devoted to measuring residents' satisfaction with existing parks, open space areas, and recreation facilities in the City, and identifying specific changes residents would like to see in the interest of improving park amenities and recreation facilities in the city.

OVERALL SATISFACTION

The first question in this series simply asked respondents whether, generally speaking, they were satisfied or dissatisfied with the parks, open space areas, and recreation facilities in Buena Park. As shown in Figure 3 below, just over two-thirds (68%) of respondents indicated they were generally satisfied with the parks, open space areas, and recreation facilities available in Buena Park, with 23% indicating that they were *very* satisfied. Approximately one-in-five respondents (21%) reported being dissatisfied, and 11% were unsure or preferred not to share their opinion.

Question 5 *Overall, would you say you are generally satisfied or dissatisfied with the parks, open space areas and recreation facilities in Buena Park?*

FIGURE 3 OVERALL SATISFACTION WITH PARKS, OPEN SPACE AREAS, REC FACILITIES



Figures 4-7 on the following pages show how satisfaction with the City's parks, open space areas, and recreation facilities varied by length of residence, frequency of visiting different types of facilities, age of household members, survey language, gender, and ethnicity. The most striking pattern in the figures is the consistency of the results across most subgroups, and the fact that the majority of respondents in every subgroup indicated they were generally satisfied with the City's parks, open space areas, and recreation facilities. With that said, satisfaction was somewhat higher than average among those who visit a city park, open space area, recreation facility, or community center once per month, those between the ages of 25 and 34 and those 65 years of age or older, residents of other/mixed ethnicities, and those in a household with a senior over the age of 75.

FIGURE 4 OVERALL SATISFACTION WITH PARKS, OPEN SPACE AREAS, REC FACILITIES BY YEARS IN BUENA PARK, HSLD CITY PARK, OPEN SPACE VISIT & ADULT 55 OR OLDER IN HSLD

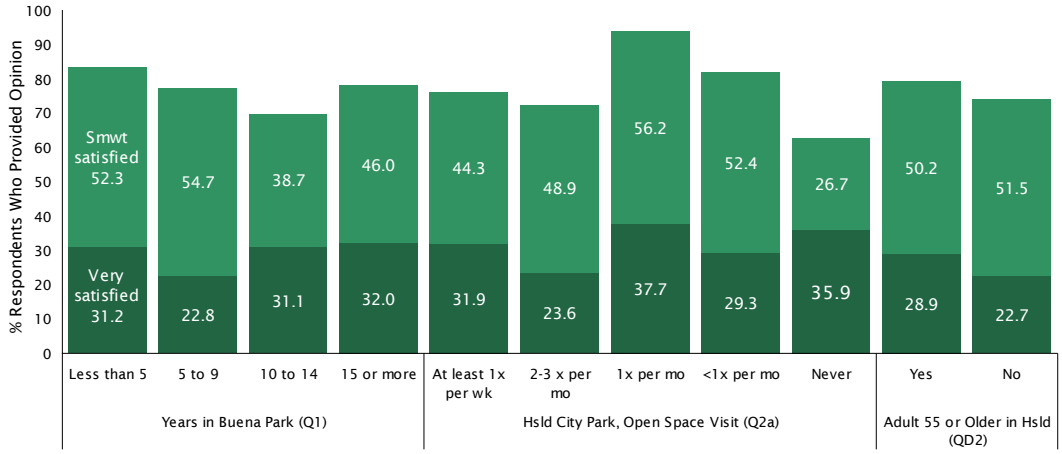


FIGURE 5 OVERALL SATISFACTION WITH PARKS, OPEN SPACE AREAS, REC FACILITIES BY AGE, CHILD 3-17 YEARS IN HSLD & SURVEY LANGUAGE

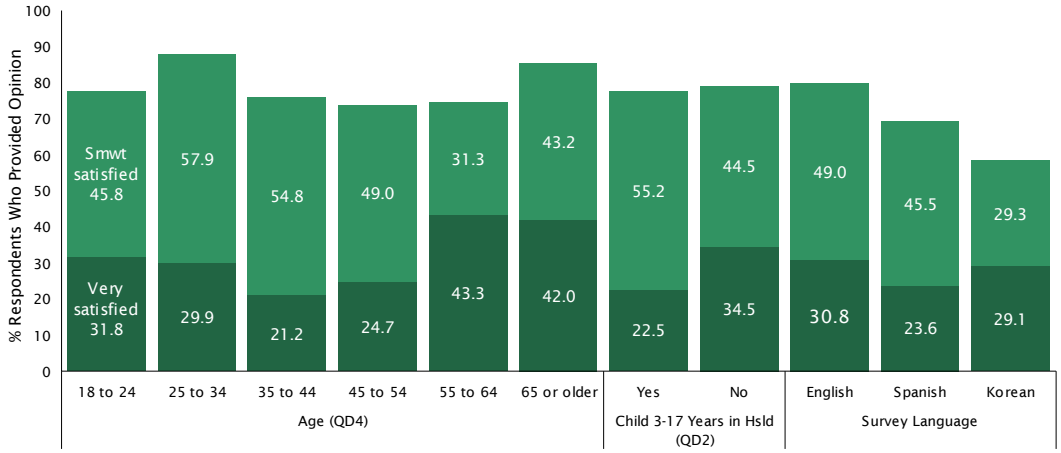


FIGURE 6 OVERALL SATISFACTION WITH PARKS, OPEN SPACE AREAS, REC FACILITIES BY HSLD CITY REC FACILITY, CENTER VISIT, GENDER & ETHNICITY

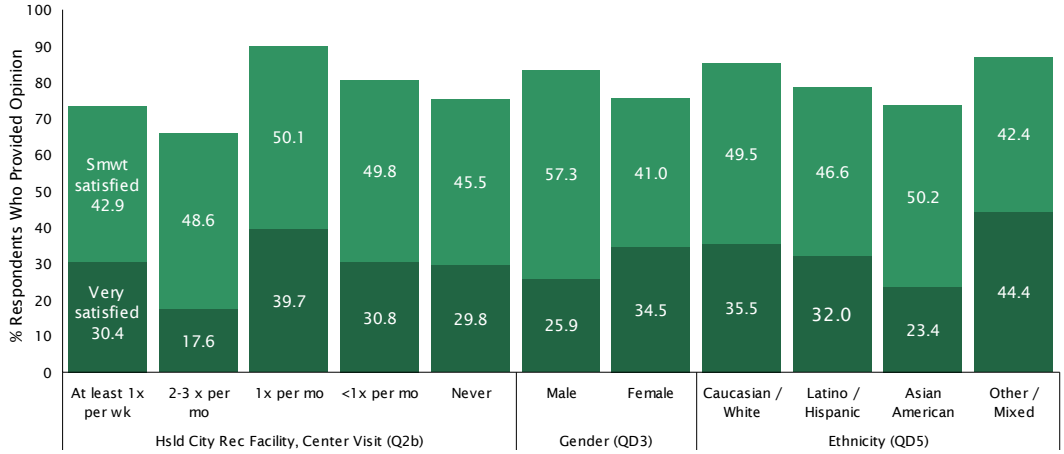
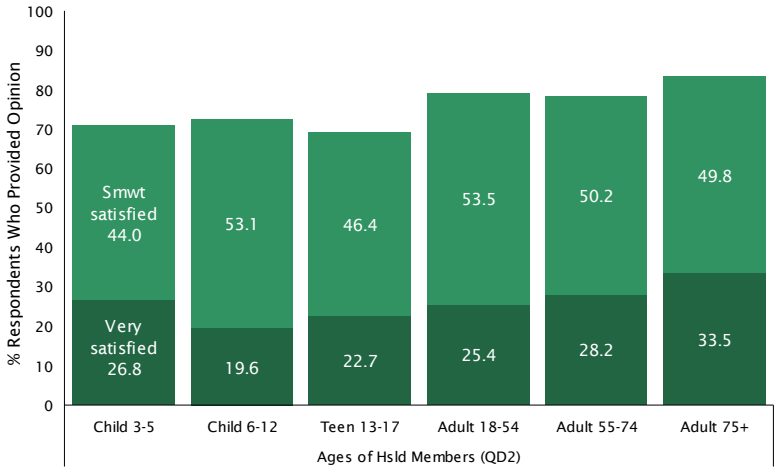


FIGURE 7 OVERALL SATISFACTION WITH PARKS, OPEN SPACE AREAS, REC FACILITIES BY AGES OF HSLD MEMBERS

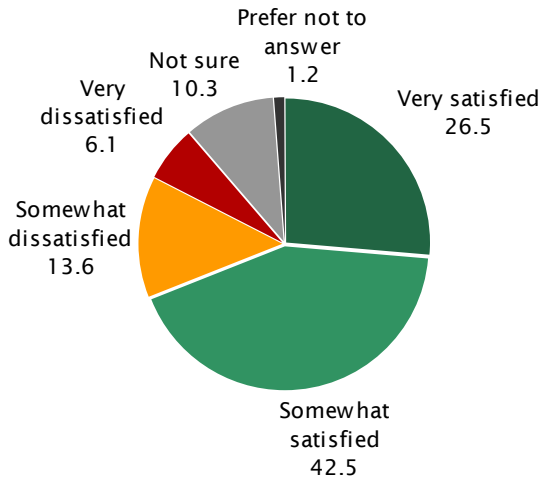


SATISFACTION WITH MAINTENANCE

In a manner similar to that described above, respondents were also asked to rate their satisfaction with the *maintenance* of parks, open space areas, and recreation facilities in Buena Park. Echoing their satisfaction with parks, open space areas, and recreation facilities in general, 69% of respondents reported that they were satisfied with the maintenance of these areas and facilities, with 27% stating they were *very* satisfied (Figure 8). Twenty percent (20%) of respondents indicated they were dissatisfied with park and recreation facility maintenance in Buena Park, and another 12% were unsure or preferred to not answer the question.

Question 6 *Would you say you are generally satisfied or dissatisfied with the maintenance of parks, open space areas and recreation facilities in Buena Park?*

FIGURE 8 SATISFACTION WITH PARKS, OPEN SPACE AREAS, REC FACILITIES MAINTENANCE



For the interested reader, figures 9-12 on the following pages show how satisfaction with the maintenance of parks, open space areas, and recreation facilities in Buena Park varied by subgroup.

FIGURE 9 SATISFACTION WITH PARKS, OPEN SPACE AREAS, REC FACILITIES MAINTENANCE BY YEARS IN BUENA PARK, HSLD CITY PARK, OPEN SPACE VISIT & ADULT 55 OR OLDER IN HSLD

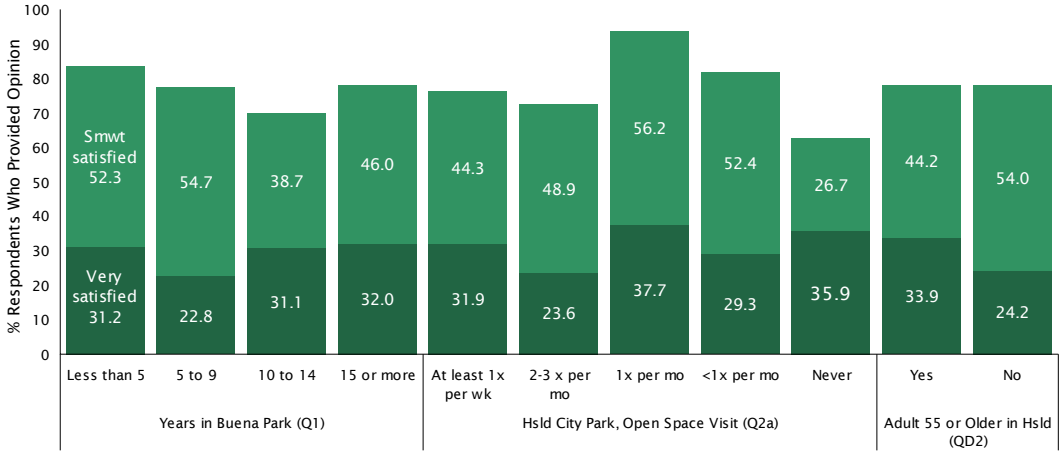


FIGURE 10 SATISFACTION WITH PARKS, OPEN SPACE AREAS, REC FACILITIES MAINTENANCE BY AGE, CHILD 3-17 YEARS IN HSLD & SURVEY LANGUAGE

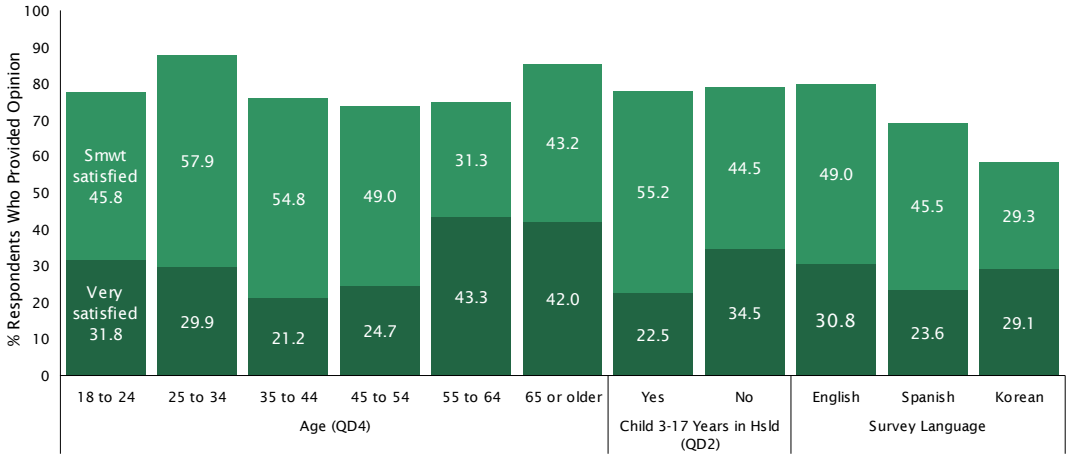


FIGURE 11 SATISFACTION WITH PARKS, OPEN SPACE AREAS, REC FACILITIES MAINTENANCE BY HSLD CITY REC FACILITY, CENTER VISIT, GENDER & ETHNICITY

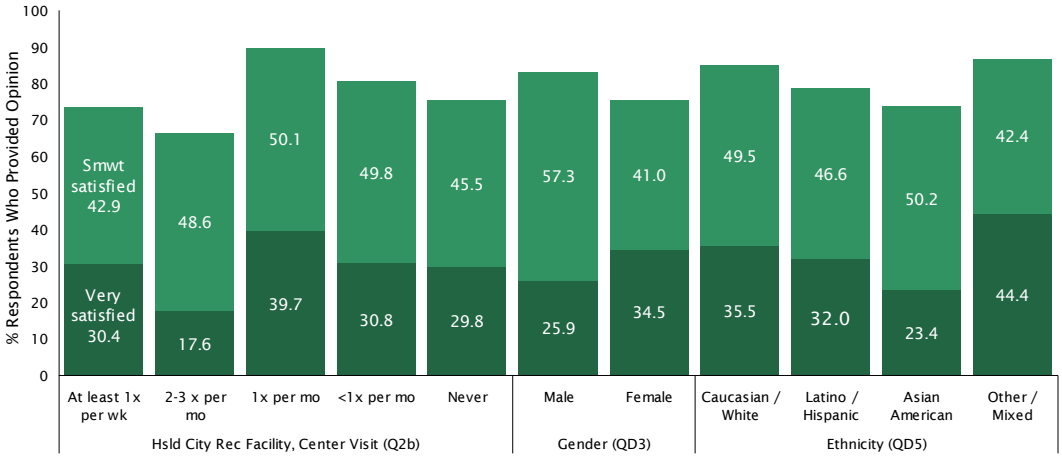
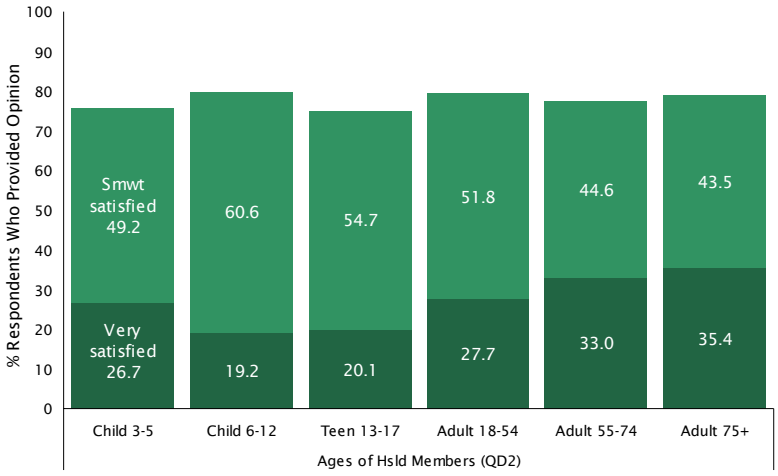


FIGURE 12 SATISFACTION WITH PARKS, OPEN SPACE AREAS, REC FACILITIES MAINTENANCE BY AGES OF HSLD MEMBERS



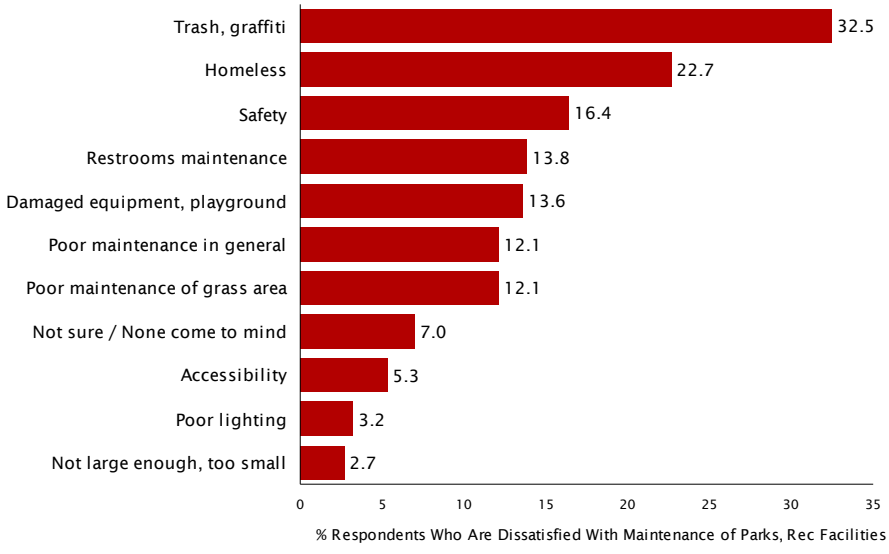
REASONS FOR DISSATISFACTION WITH MAINTENANCE

Respondents who said they were dissatisfied with the maintenance of parks and recreation facilities were asked to describe the specific issues that led to this opinion. Question 7 was posed in an open-ended manner, allowing respondents to mention any reason that came to mind without being prompted by, or restricted to, a particular list of options. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 13.

Among the specific reasons offered for dissatisfaction with the maintenance of parks and recreation facilities, the presence of trash and graffiti was the most common (33%), followed by concerns about homeless individuals (23%), personal safety concerns (16%), restroom maintenance/ upkeep issues (14%), and damaged recreation/playground equipment (14%).

Question 7 *Please briefly describe the specific issues that lead you to be dissatisfied with the maintenance of parks and recreation facilities in Buena Park.*

FIGURE 13 REASONS FOR DISSATISFACTION WITH MAINTENANCE OF PARKS, OPEN SPACE AREAS, REC FACILITIES

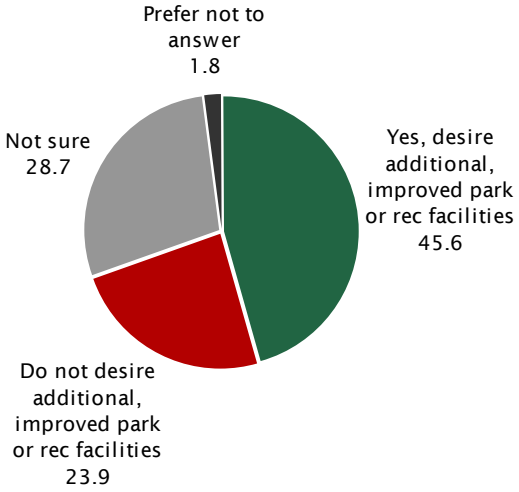


PARK & RECREATION FACILITY IMPROVEMENTS

Respondents were next asked if there is a park amenity or recreation facility they would like to see added or improved in the City of Buena Park. Just under half of respondents (46%) answered Question 8 in the affirmative, whereas 24% did not desire any improvements and the remaining 31% were unsure or unwilling to answer (Figure 14).

Question 8 *Is there a park amenity or recreation facility you would like to see added or improved in the City of Buena Park to meet the needs of your household?*

FIGURE 14 DESIRE PARK AMENITY, REC FACILITY IMPROVEMENTS



As shown in figures 15-17, some respondents were more likely than others to perceive a need for park and recreation facility improvements—most notably those between the ages of 25 and 44, those in a household that visits a city park, open space area, recreation facility, or community center multiple times per month, those with young children in the household, and those who completed their survey in Spanish.

FIGURE 15 DESIRE PARK AMENITY, REC FACILITY IMPROVEMENTS BY AGE, CHILD 3-17 YEARS IN HSLD & SURVEY LANGUAGE

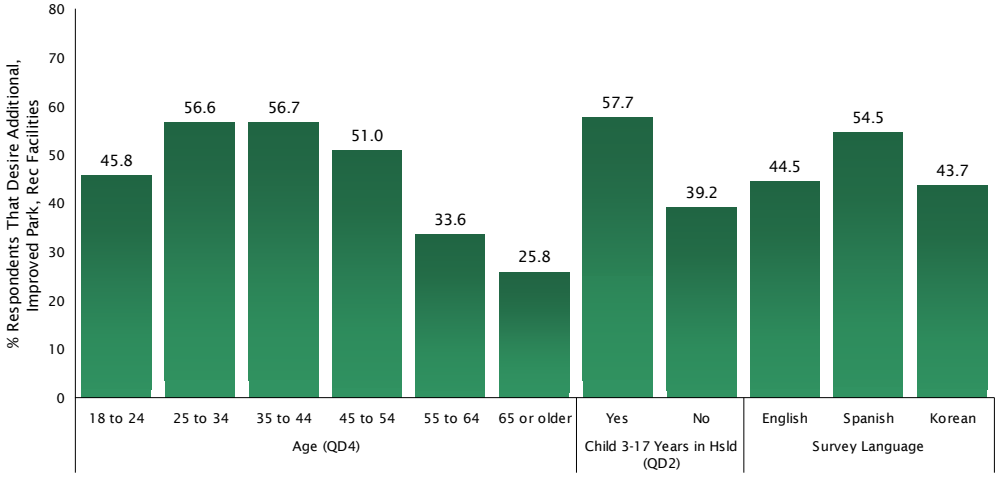


FIGURE 16 DESIRE PARK AMENITY, REC FACILITY IMPROVEMENTS BY YEARS IN BUENA PARK, HSLD CITY PARK, OPEN SPACE VISIT & ADULT 55 OR OLDER IN HSLD

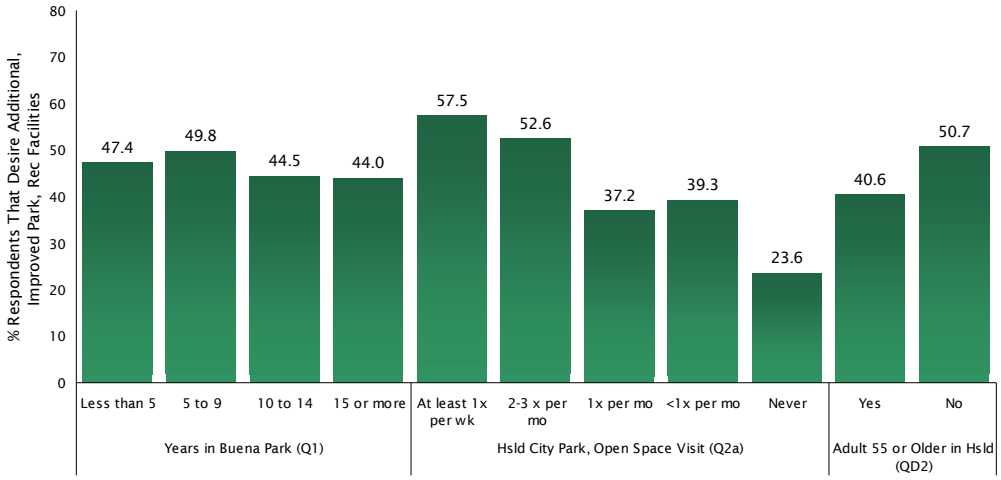
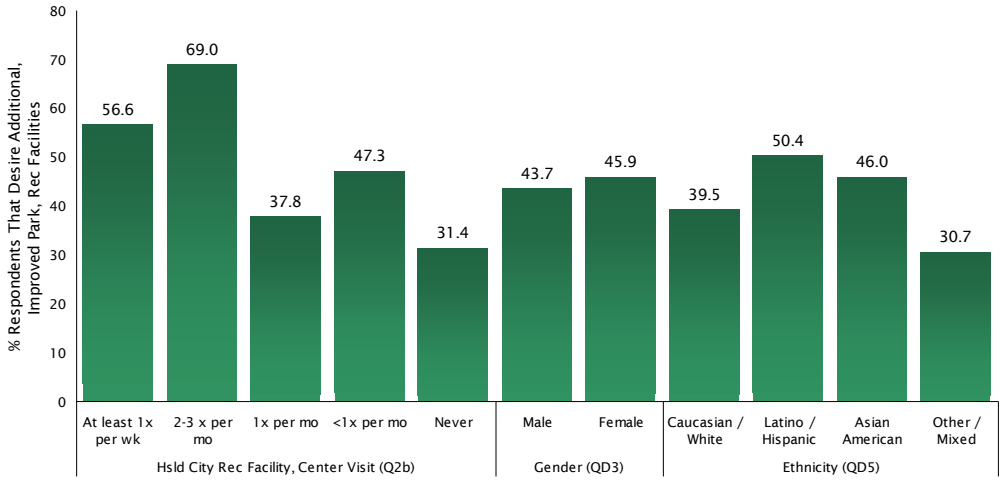


FIGURE 17 DESIRE PARK AMENITY, REC FACILITY IMPROVEMENTS BY HSLD CITY REC FACILITY, CENTER VISIT, GENDER & ETHNICITY

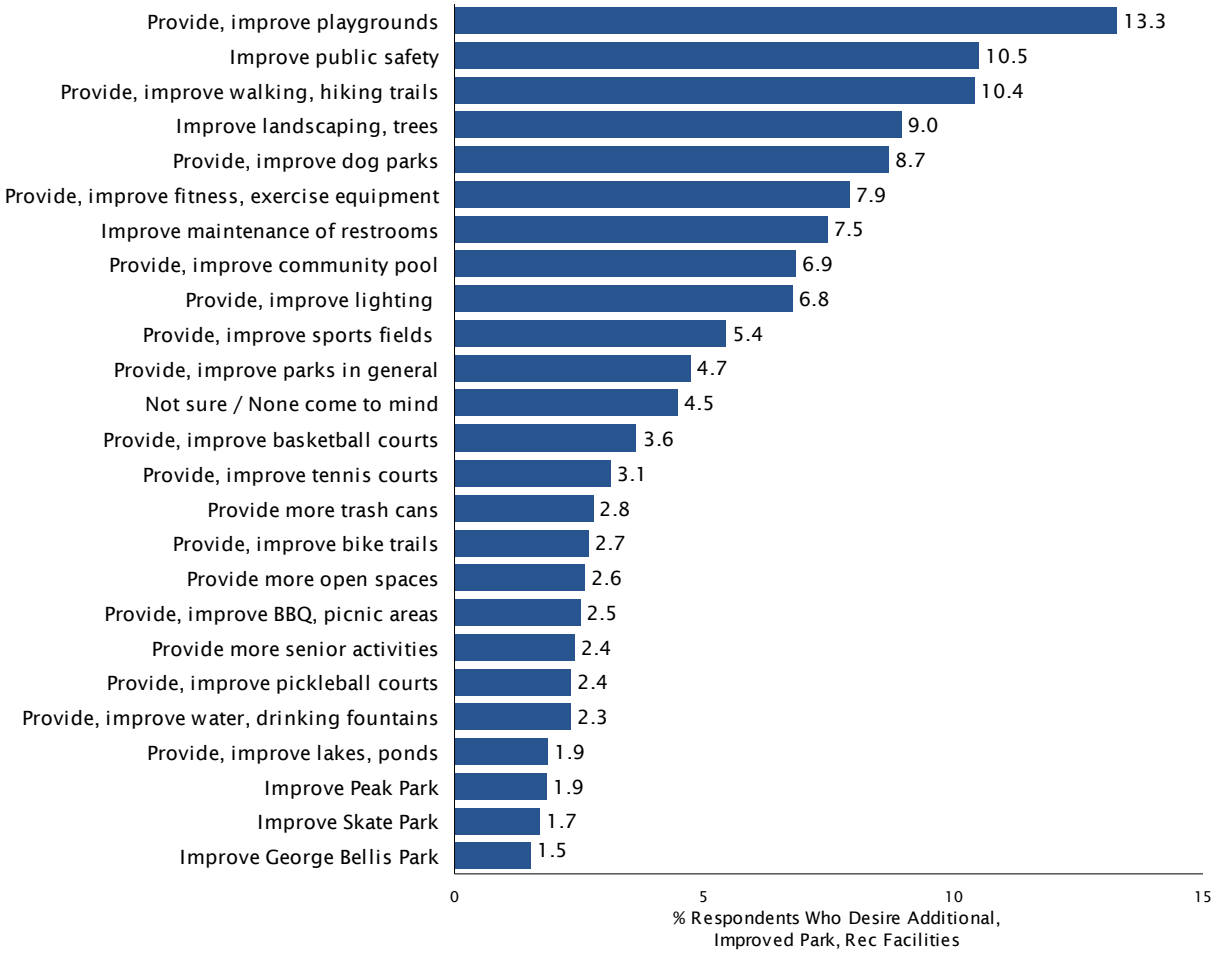


Respondents who indicated that they desired additions or improvements to the City's parks and/or recreation facilities were subsequently asked to describe the one park amenity or recreation facility they would like to see added or improved. Question 9 was posed in an open-ended manner, thereby allowing respondents the opportunity to mention any item that came to mind. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 18 on the next page.

The improvement most often suggested in response to Question 9 was to provide and improve playgrounds (13%), followed by improve public safety (11%), provide and improve walking and hiking trails (10%), improve landscaping and trees (9%), provide and improve dog parks (9%), provide and improve fitness and exercise equipment (8%), improve restroom maintenance (8%), provide and improve the community pool (7%), and provide and improve lighting (7%).

Question 9 *Please briefly describe the one park amenity or recreation facility you would most like to see added or improved in the City of Buena Park.*

FIGURE 18 DESIRED PARK AMENITY, REC FACILITY ADDITION, IMPROVEMENT



Recreation Activities & Programming

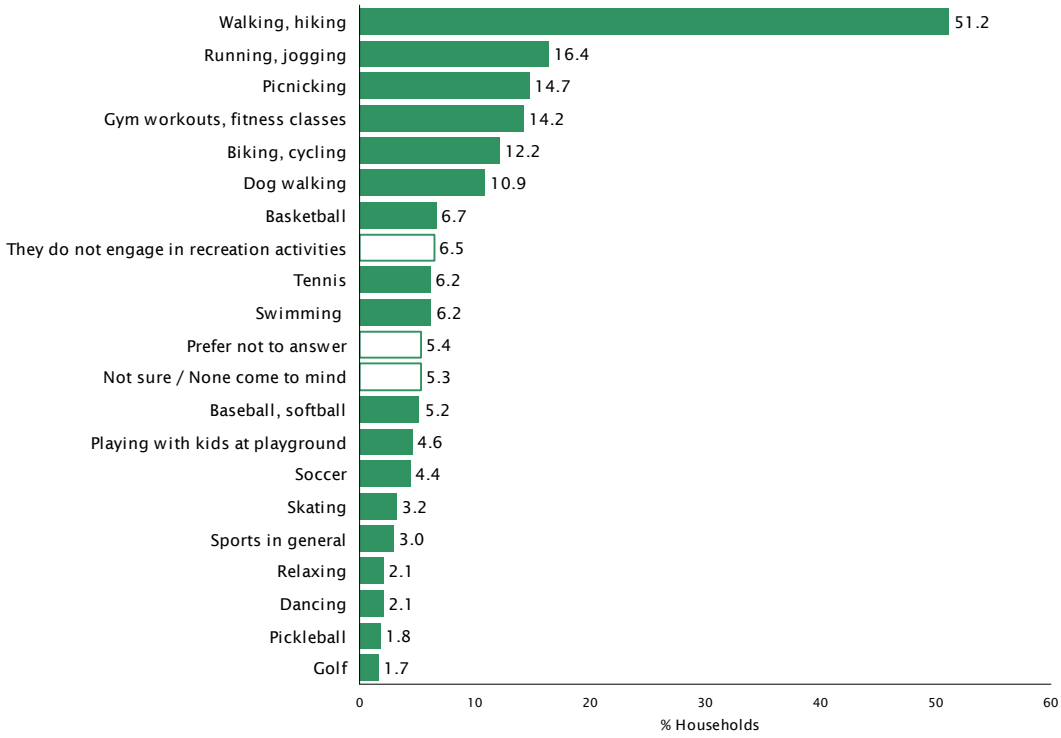
The City of Buena Park offers an array of recreation and community programs to residents, as well as individuals from neighboring communities. Often tailored to specific age groups, programs include organized group recreation and sports programs, individual sports and recreation activities, cultural events, educational classes, personal health courses, and special events. The questions in this section were designed to profile the types of activities that household members participate in, whether a respondent's household had participated in a recreation program or class offered by the City, their satisfaction with the programming, and any suggested improvements.

MOST FREQUENT ADULT RECREATION ACTIVITIES

Operating from the philosophy that recreation *activities* create demand for specific recreation amenities and facilities, the series opened by asking respondents to describe the recreation interests and activities engaged in by adult members of their household. Recreation was broadly defined for respondents, including play and exercise, as well as passive activities such as walking/jogging, hobbies, and picnicking.

Question 10 *Next, I would like to ask a series of questions about your household's recreation activities and interests. Thinking of the adult members of your household, what recreation activities do the adults in your household engage in most often? If needed: By recreation, we mean play, exercise, and sports, as well as passive activities such as walking/jogging, hobbies, and picnicking*

Figure 19 Recreation Activities Engaged In by Adult in Hsld Members

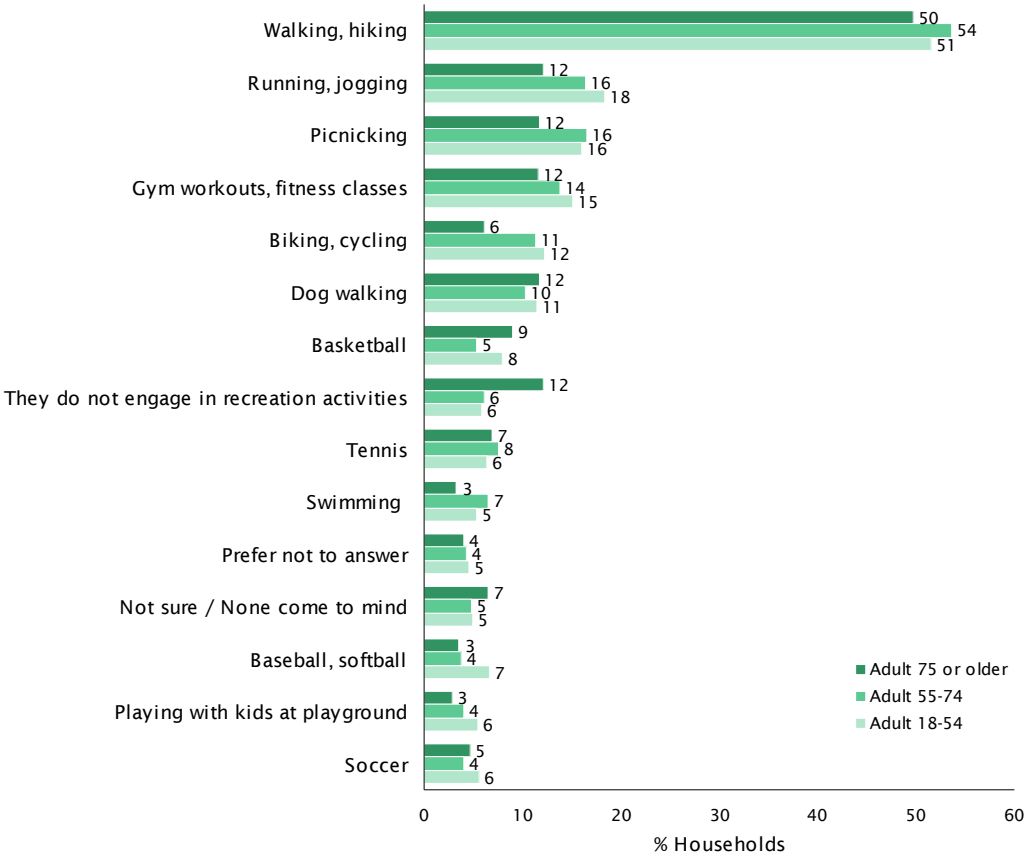


Question 10 was presented in an open-ended manner, allowing respondents to mention any activities that came to mind. True North later reviewed the verbatim responses and grouped them into the categories shown in Figure 19 on the previous page. Because respondents were allowed to mention multiple activities, the percentages shown in the figure reflect the percentage of households that mentioned each activity.

Walking and hiking was by a wide margin the most common recreation activity mentioned in response to Question 10, mentioned by 51% of respondents. Other commonly reported adult recreation activities included running and jogging (16%), picnicking (15%), gym workouts and fitness classes (14%), biking/cycling (12%), and dog walking (11%). Just over one-in-ten respondents (12%) reported that the adults in their household do not engage in recreation activities, or could not think of any specific recreation activities or interests.

For the interested reader, Figure 20 shows how adult recreation activities varied among Buena Park households according to whether they included at least one adult in the 18-54, 55-74, and 75 or older age categories.

FIGURE 20 RECREATION ACTIVITIES ENGAGED IN BY ADULT IN HSLD MEMBERS BY AGE OF ADULTS IN HSLD



MOST FREQUENT YOUTH RECREATION ACTIVITIES

In a manner similar to that described previously for adult recreation activities, respondents were asked to describe the recreation interests and activities most often engaged in by the children and/or teenagers in their household. As shown in Figure 21, 45% of respondents reported that they do not have a child or teenager in their household. Among the specific activities mentioned, playing at the park or playground was the most frequently cited recreation activity engaged in by Buena Park youth (16%), followed by hiking (9%), bicycling (9%), basketball (8%), soccer (6%), baseball/softball (5%), and swimming (5%). Approximately 8% of Buena Park households indicated that their children under 18 do not engage in recreation activities or could not think of any specific recreation activities.

Question 11 *Thinking of the children and/or teenagers in your household, what recreation activities do they engage in most often?*

FIGURE 21 RECREATION ACTIVITIES ENGAGED IN BY CHILD IN HSLD

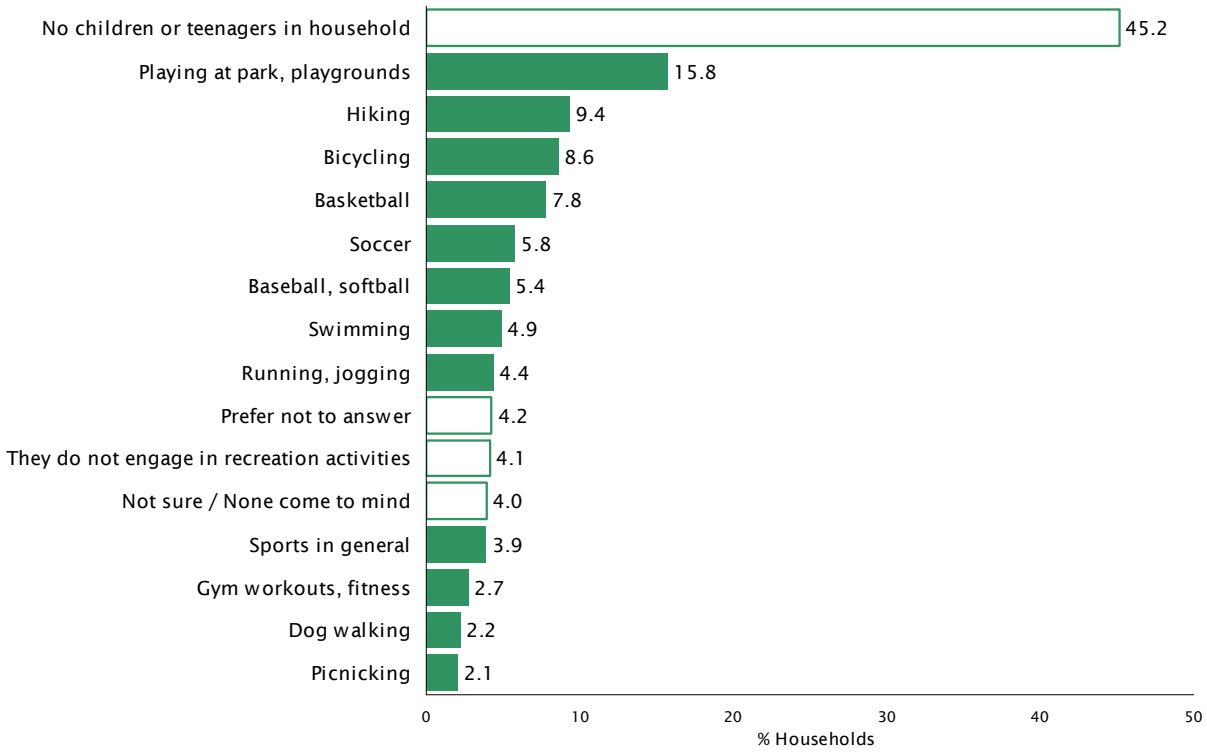
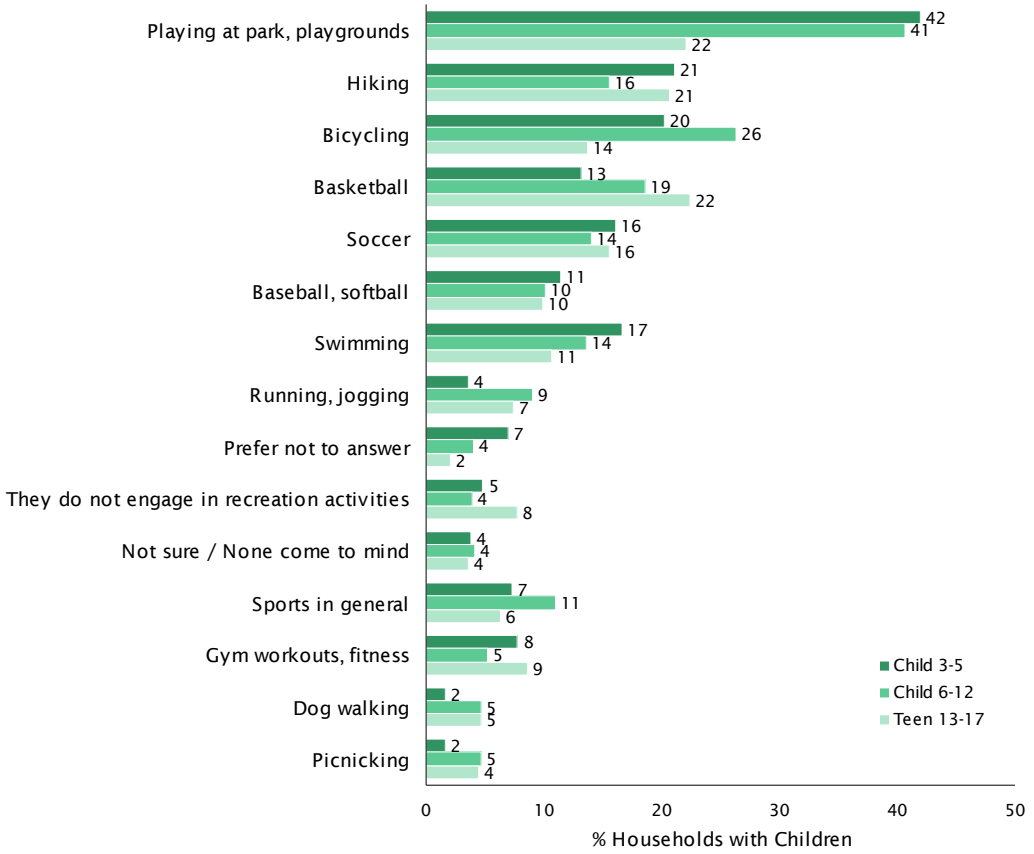


Figure 22 on the next page shows how the youth recreation activities varied among Buena Park households according to whether they included at least one child in the 3-5, 6-12, and 13-17 age categories.

FIGURE 22 RECREATION ACTIVITIES ENGAGED IN BY CHILD IN HSLD BY AGE OF CHILD IN HSLD

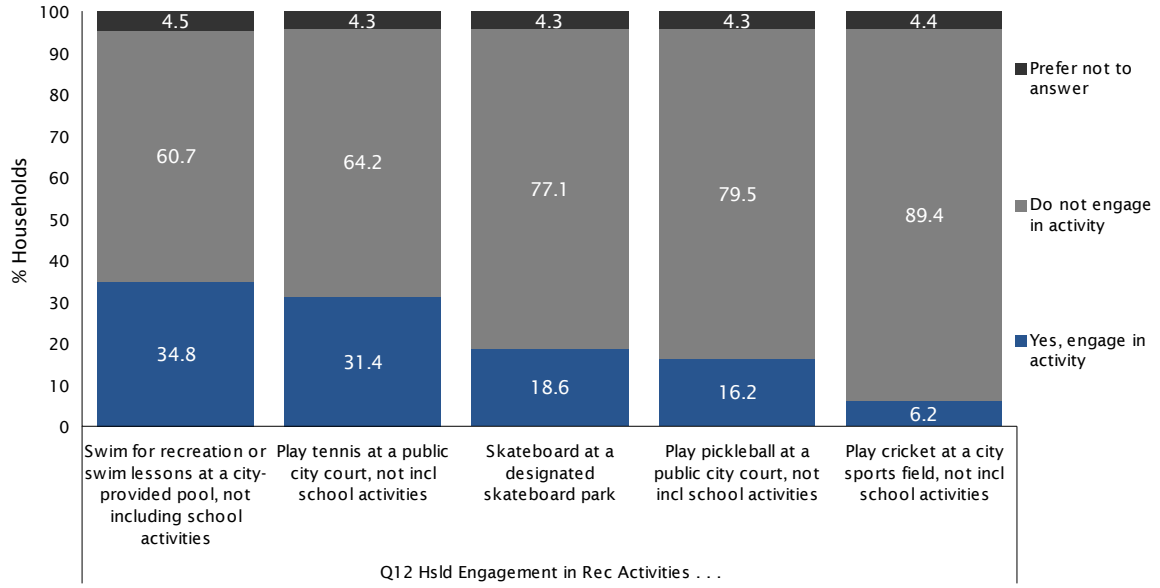


TYPES OF RECREATION ACTIVITIES

Whereas the prior questions asked respondents in an open-ended manner to list the recreation activities their household engages in most often, Question 12 asked respondents how often their household participated in five specific types of recreation activities in the City of Buena Park. As shown in Figure 23 on the next page, just over one-third (35%) of households swim for recreation or swim lessons at a city-provided pool, not including school activities, and just under one-third (31%) play tennis at a public city court, not including school activities. A smaller percentage of households reported that one or more of its members skateboard at a designated skateboard park (19%), play pickleball at a public city court, not including school activities (16%), and play cricket at a city sports field, not including school activities (6%).

Question 12 *Next, I'm going to read a short list of recreation activities. For each that I read, please indicate how often one or more members of your household typically engage in the activity at a city park or city recreation facility in Buena Park.*

FIGURE 23 HSLD ENGAGEMENT IN RECREATION ACTIVITIES



Whereas Figure 23 above displays the percentage of all households that engaged in each activity, Figure 24 on the next page shows the frequency of participation among only those households that engaged in each activity. Households that did not participate in the activity were removed from this analysis, and the percentage that did participate and were included in this analysis is shown in brackets at the end of each activity label. Thus, for example, among the 16% of households that played pickleball at a public city court, 4% did so every day.

Examining the percentage of participant households that engaged in each activity *at least* three times a month, households that played pickleball were engaged most frequently (29%), followed closely by those that skateboard (27%) and swim (27%). For the interested reader, tables 5 through 7 on the next page show how the percentage of households that engaged in each activity at least three times per month varied across demographic characteristics among *all* households.

FIGURE 24 FREQUENCY OF HSLD ENGAGEMENT IN RECREATION ACTIVITIES

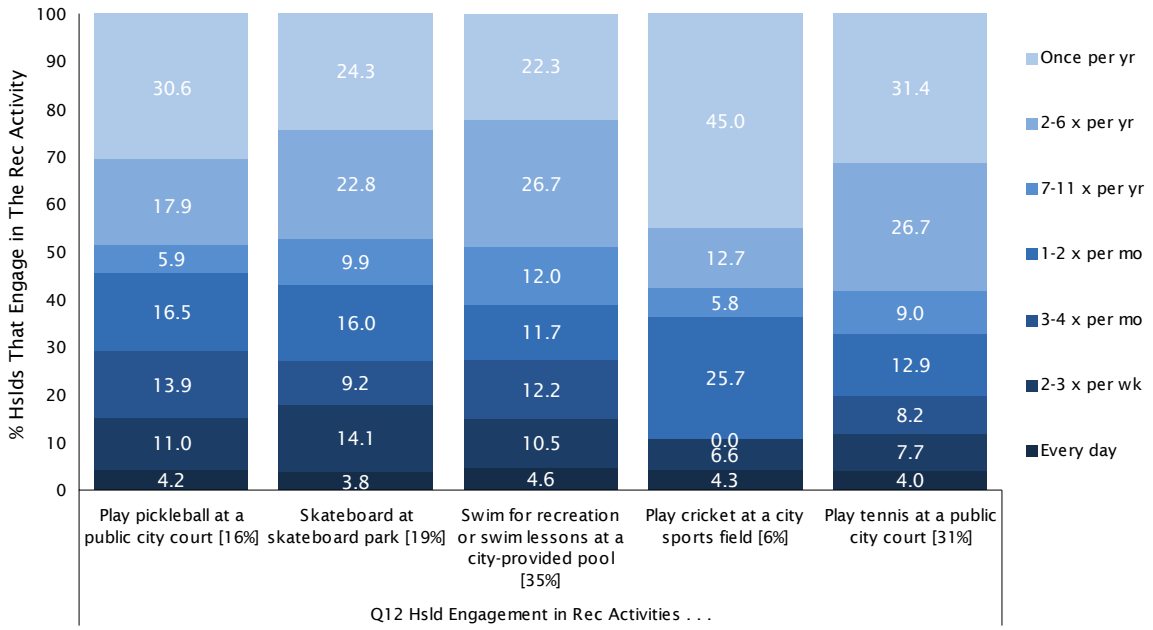


TABLE 5 FREQUENCY OF HSLD ENGAGEMENT IN RECREATION ACTIVITIES BY OVERALL & YEARS IN BUENA PARK (SHOWING % AT LEAST 3-4 X PER MONTH)

	Overall	Years in Buena Park (Q1)			
		Less than 5	5 to 9	10 to 14	15 or more
Swim for rec or swim lessons at a city-provided pool, not incl school activities	9.5	11.1	8.2	15.8	7.4
Play tennis at a public city court, not incl school activities	6.2	6.5	3.6	10.4	5.9
Skateboard at a designated skateboard park	5.0	5.4	2.6	5.9	5.6
Play pickleball at a public city court, not incl school activities	4.7	4.2	2.7	6.8	5.1
Play cricket at a city sports field, not incl school activities	0.7	0.7	0.0	1.8	0.6

TABLE 6 FREQUENCY OF HSLD ENGAGEMENT IN RECREATION ACTIVITIES BY AGES OF HSLD MEMBERS (SHOWING % AT LEAST 3-4 X PER MONTH)

	Overall	Ages of Hsld Members (QD2)					
		Child 3-5	Child 6-12	Teen 13-17	Adult 18-54	Adult 55-74	Adult 75+
Swim for rec or swim lessons at a city-provided pool, not incl school activities	9.5	25.8	18.9	17.5	9.8	5.1	12.2
Play tennis at a public city court, not incl school activities	6.2	7.8	8.8	7.7	6.0	5.9	5.9
Skateboard at a designated skateboard park	5.0	11.1	8.8	11.8	5.8	3.4	4.1
Play pickleball at a public city court, not incl school activities	4.7	4.6	4.3	1.0	4.2	5.7	7.6
Play cricket at a city sports field, not incl school activities	0.7	0.0	0.7	0.0	0.5	0.8	2.1

TABLE 7 FREQUENCY OF HSLD ENGAGEMENT IN RECREATION ACTIVITIES BY ETHNICITY (SHOWING % AT LEAST 3-4 X PER MONTH)

	Overall	Ethnicity (QD5)			
		Caucasian / White	Latino / Hispanic	Asian American	Other / Mixed
Swim for rec or swim lessons at a city-provided pool, not incl school activities	9.5	5.1	10.5	10.2	14.0
Play tennis at a public city court, not incl school activities	6.2	3.1	5.2	7.4	16.2
Skateboard at a designated skateboard park	5.0	4.5	8.2	2.3	4.7
Play pickleball at a public city court, not incl school activities	4.7	2.5	4.0	5.8	7.1
Play cricket at a city sports field, not incl school activities	0.7	0.0	0.0	2.2	0.0

OVERALL SATISFACTION WITH PROGRAMMING

The next question in this series simply asked respondents if they were satisfied or dissatisfied with the recreation programs, classes, activities, and services provided by the City of Buena Park. As shown in Figure 25, more than one-quarter of respondents were not familiar enough with the programming and services to offer an opinion (23%) or preferred to not share their opinion (4%). Among the remaining respondents, however, opinions were largely positive with 60% reporting they were satisfied compared with just 13% who indicated they were generally dissatisfied. Figures 26-29 show how satisfaction with Buena Park's recreation programs, classes, activities, and services varied by a variety of demographics, among those who provided an opinion.

Question 13 *Overall, would you say you are generally satisfied or dissatisfied with the recreation programs, classes, activities, and services provided by the City of Buena Park?*

FIGURE 25 SATISFACTION WITH REC PROGRAM, CLASSES, ACTIVITIES, SERVICES

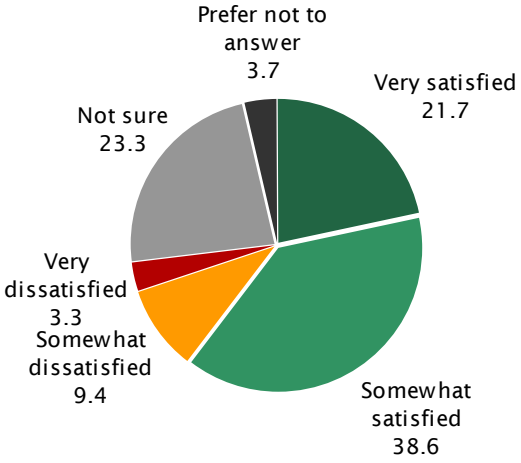


FIGURE 26 SATISFACTION WITH REC PROGRAMS, CLASSES, ACTIVITIES, SERVICES BY YEARS IN BUENA PARK, HSLD CITY PARK, OPEN SPACE VISIT & ADULT 55 OR OLDER IN HSLD

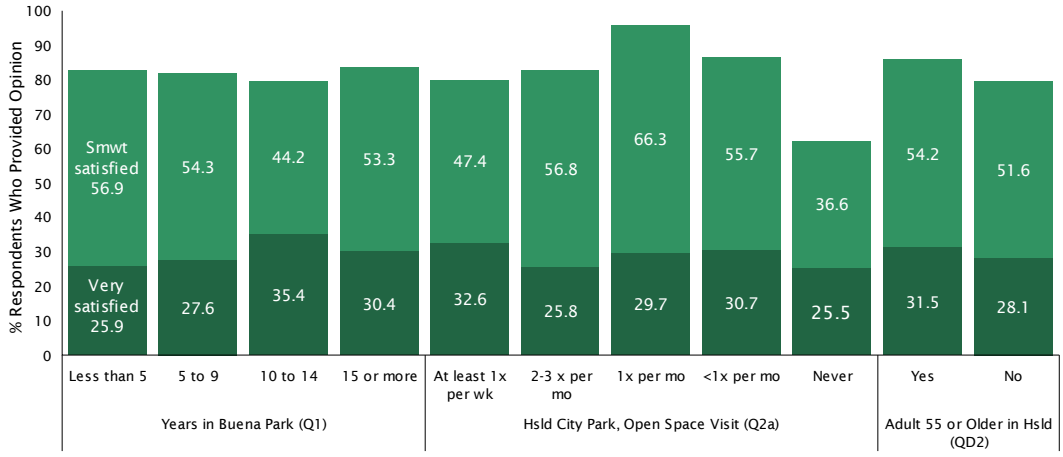


FIGURE 27 SATISFACTION WITH REC PROGRAMS, CLASSES, ACTIVITIES, SERVICES BY AGE & CHILD 3-17 YEARS IN HSLD

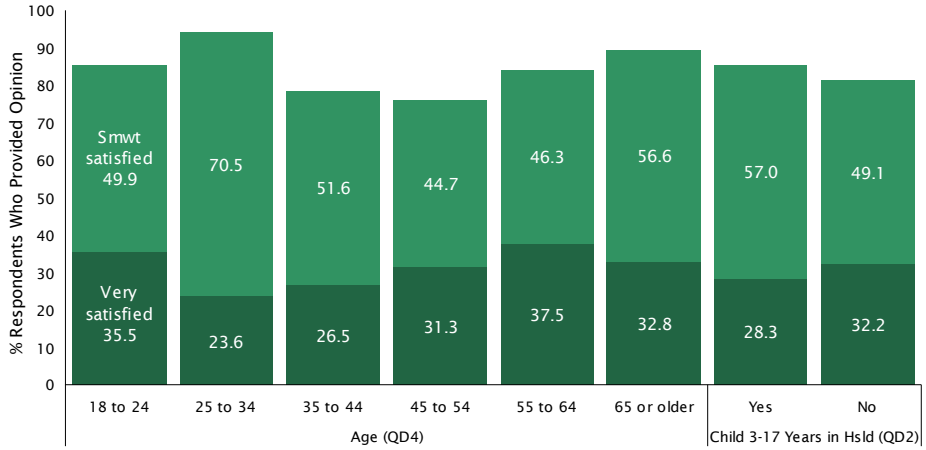


FIGURE 28 SATISFACTION WITH REC PROGRAMS, CLASSES, ACTIVITIES, SERVICES BY HSLD CITY REC FACILITY, CENTER VISIT, GENDER & ETHNICITY

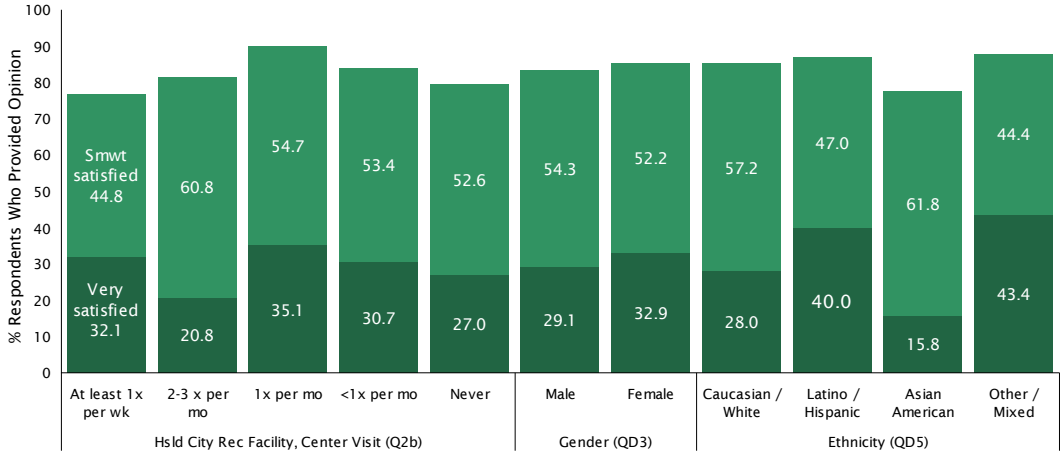
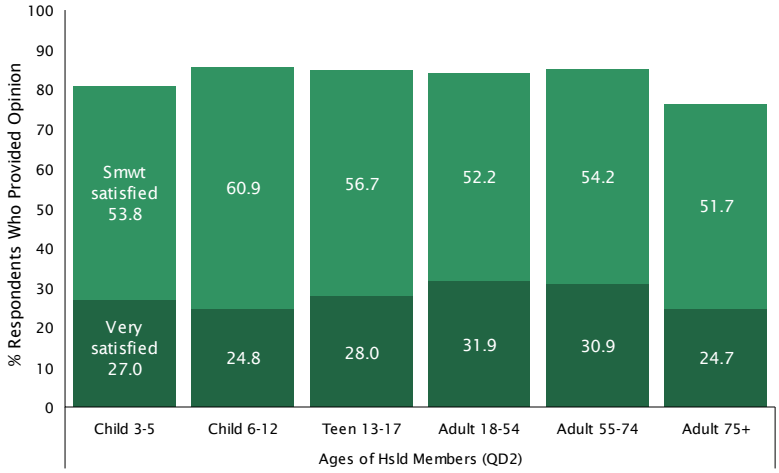


FIGURE 29 SATISFACTION WITH REC PROGRAMS, CLASSES, ACTIVITIES, SERVICES BY AGES OF HSLD MEMBERS

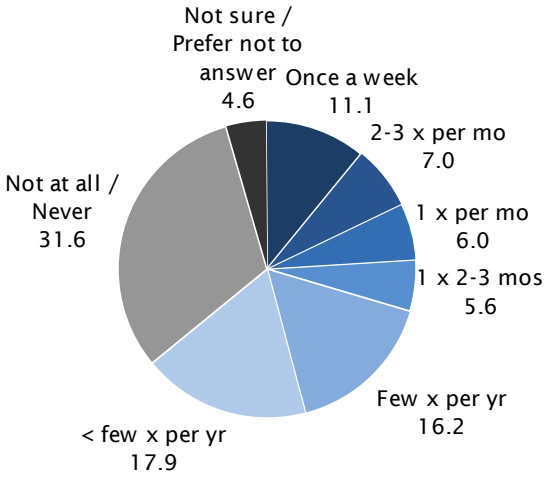


PROGRAM PARTICIPATION IN TYPICAL YEAR

Question 14 next asked respondents how often they or other members of their household use recreation programs, classes, activities, or services offered by the City of Buena Park in a *typical* year (when there is not a pandemic). More than one-third households indicated they do not use recreation programs or services offered by Buena Park in a typical year (32%) or preferred to not answer the question (5%). An additional 11% reported using the City's recreation programs, classes and/or services weekly, 13% stated they do so one to three times per month, 6% indicated once every two to three months, 16% participate a few times per year, whereas 18% indicated they use recreation programs, classes or services offered by the City less often than a few times per year.

Question 14 *In a typical year when there is not a pandemic, how often do you or other members of your household use recreation programs, classes, activities, or services offered by the City of Buena Park? Would you say at least once per week, two to three times per month, once per month, once every two or three months, a few times per year, less often than a few times per year, or never?*

FIGURE 30 FREQUENCY OF HSLD MEMBERS USE OF REC PROGRAMS, CLASSES, ACTIVITIES, SERVICES



Figures 31-33 show how frequency of participating in recreation programs, classes, or services offered by the City of Buena Park varied across key subgroups. When compared to their respective counterparts, seniors, those with a child or teenager in the home, and those who visit a park or recreation facility weekly were the most likely to be frequent users of the City's recreation programs, classes, activities, and services.

FIGURE 31 FREQUENCY OF HSLD MEMBERS USE OF REC PROGRAMS, CLASSES, ACTIVITIES, SERVICES BY AGE, CHILD 3-17 YEARS IN HSLD & SURVEY LANGUAGE

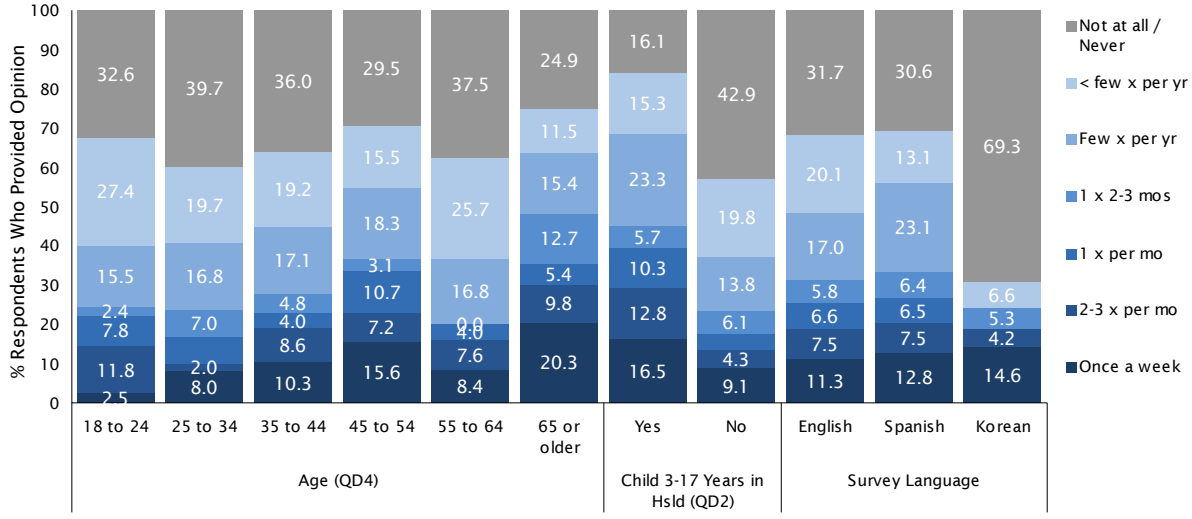


FIGURE 32 FREQUENCY OF HSLD MEMBERS USE OF REC PROGRAMS, CLASSES, ACTIVITIES, SERVICES BY YEARS IN BUENA PARK, HSLD CITY PARK, OPEN SPACE VISIT & ADULT 55 OR OLDER IN HSLD

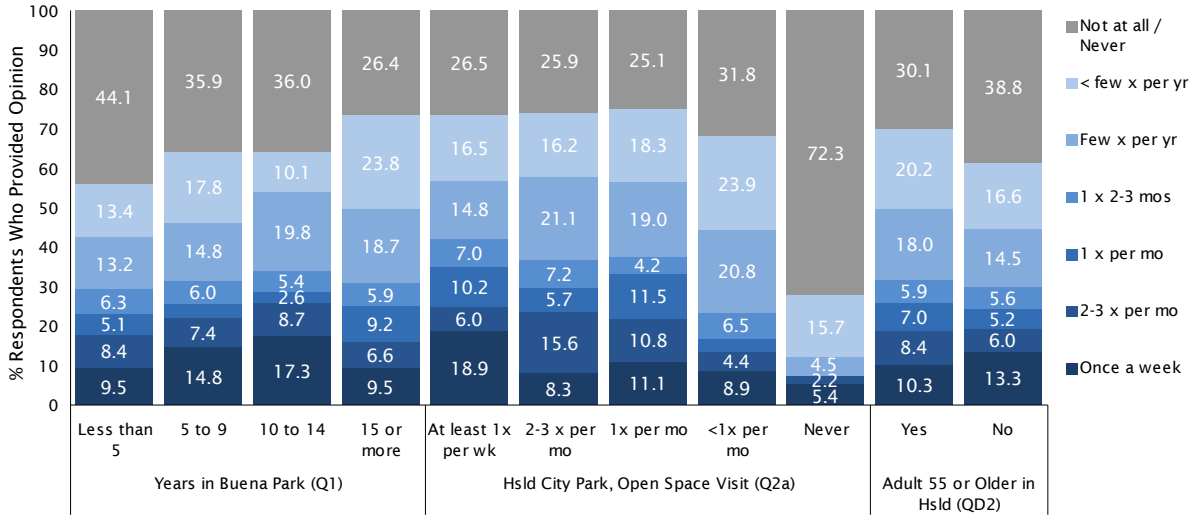
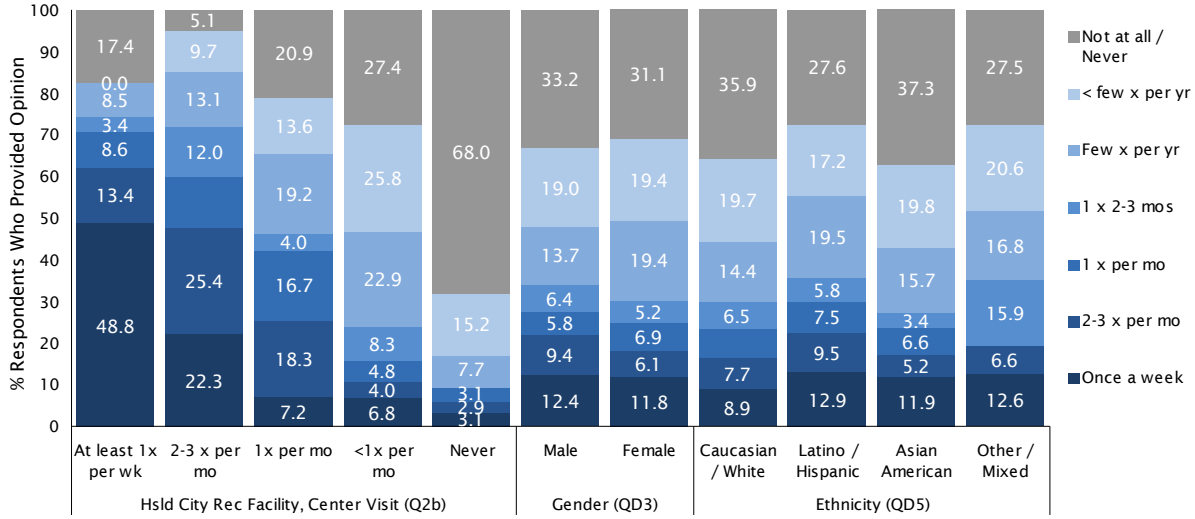


FIGURE 33 FREQUENCY OF HSLD MEMBERS USE OF REC PROGRAMS, CLASSES, ACTIVITIES, SERVICES BY HSLD REC FACILITY, CENTER VISIT, GENDER & ETHNICITY



PROGRAM PARTICIPATION IN PAST YEAR

Having measured the frequency with which Buena Park households participate in recreation programs during a *typical* year, Question 15 next asked whether any member of their household had participated in a recreation program, class, activity, or service offered by the City of Buena Park during the 12 months preceding the interview. Just over one-quarter of respondents (27%) reported that at least one member of their household had participated in a city-provided recreation program, class, activity, or service during the preceding 12 months (see Figure 25). Participation in a recreation program or service provided by the City during the past year was most common among households with a child or teenager and those who visit a recreation facility or community center in Buena Park at least once per month (see Figures 35-37).

Question 15 *Have you or another member of your household participated in a recreation program, class, activity, or service offered by the City of Buena Park during the past 12 months?*

FIGURE 34 HSLD MEMBER PARTICIPATION IN A REC PROGRAM, CLASS, ACTIVITY, SERVICE IN PAST 12 MONTHS

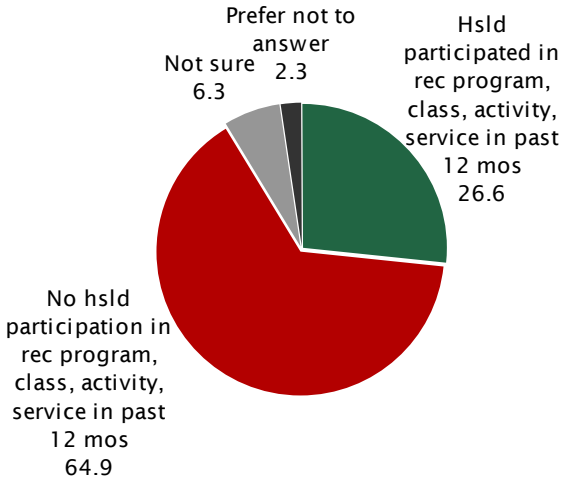


FIGURE 35 HSLD MEMBER PARTICIPATION IN A REC PROGRAM, CLASS, ACTIVITY, SERVICE IN PAST 12 MONTHS BY AGE, CHILD 3-17 YEARS IN HSLD & SURVEY LANGUAGE

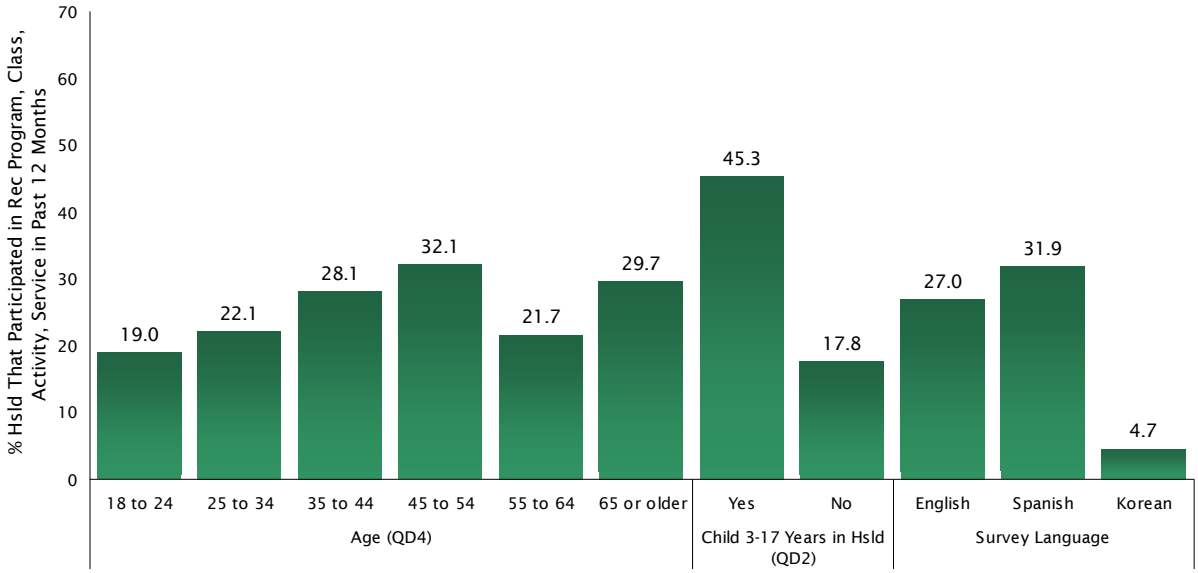


FIGURE 36 HSLD MEMBER PARTICIPATION IN A REC PROGRAM, CLASS, ACTIVITY, SERVICE IN PAST 12 MONTHS BY YEARS IN BUENA PARK, HSLD CITY PARK, OPEN SPACE VISIT & ADULT 55 OR OLDER IN HSLD

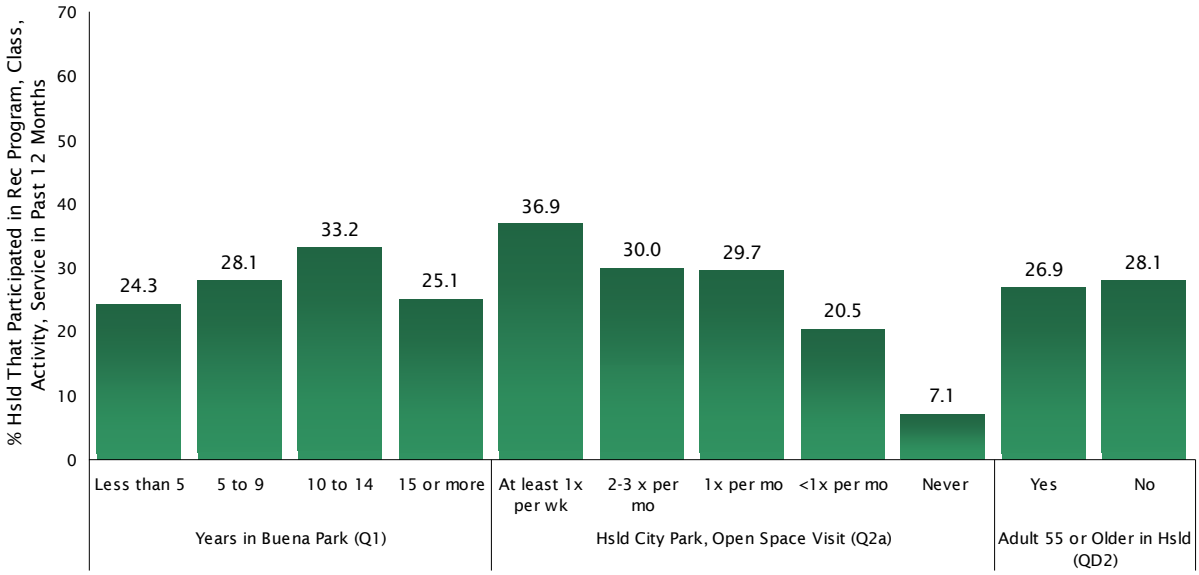
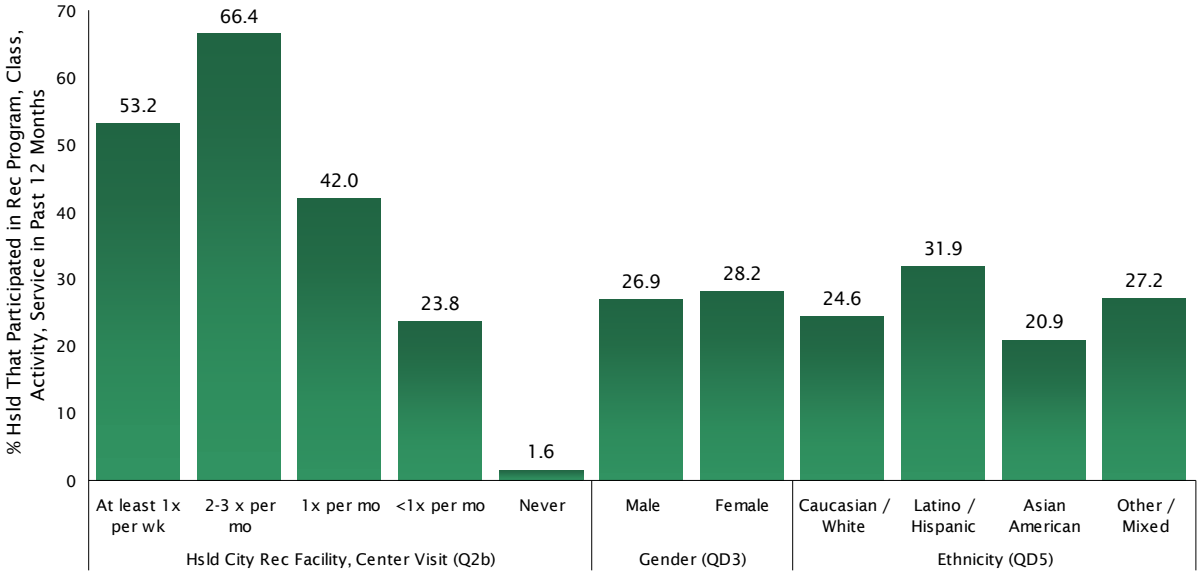


FIGURE 37 HSLD MEMBER PARTICIPATION IN A REC PROGRAM, CLASS, ACTIVITY, SERVICE IN PAST 12 MONTHS HSLD CITY REC FACILITY, CENTER VISIT, GENDER & ETHNICITY

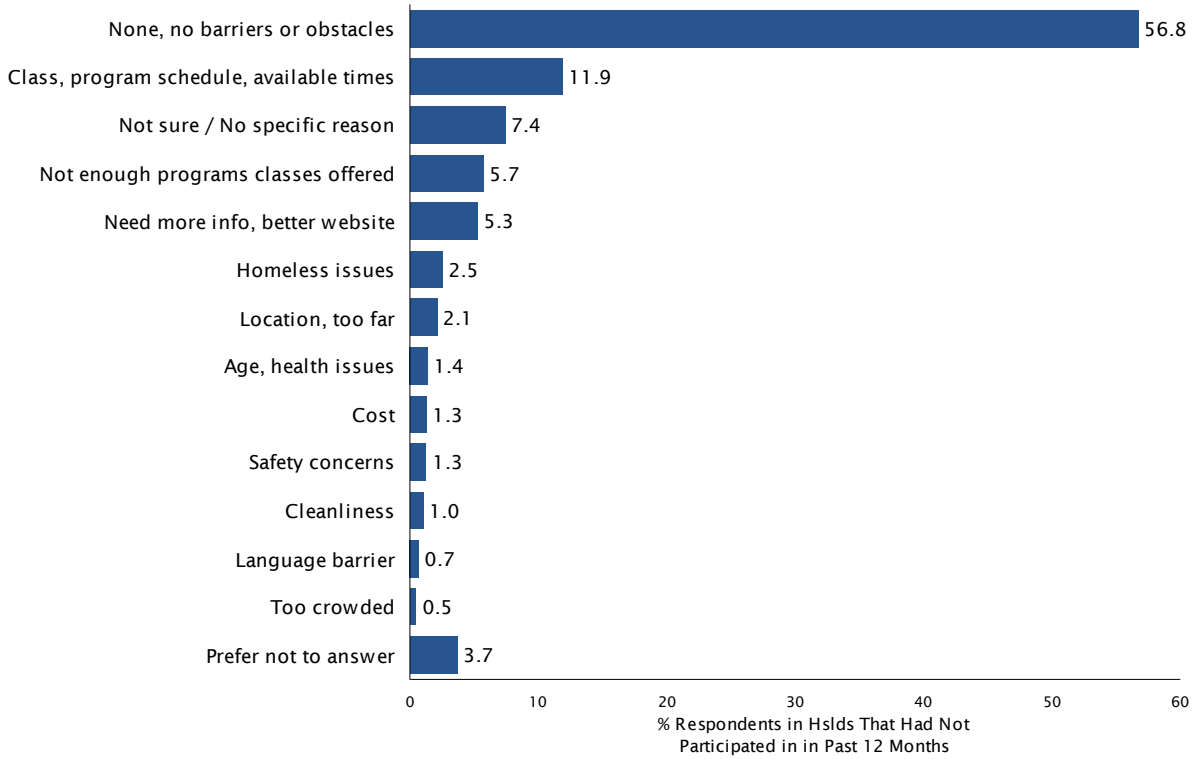


BARRIERS TO PARTICIPATION

Respondents who reported that their household does *not* participate in recreation programs, classes, activities, or services offered by the City within in a typical year were next asked in an open-ended manner if there were any barriers or obstacles that kept their household from participating. The verbatim responses to Question 13 were reviewed and grouped into the categories shown in Figure 38 on the next page. Most respondents indicated there were no barriers keeping their household from participating in a recreation program (57%) or could not identify one (7%). Others mentioned the schedule/available times for classes (12%), lack of programs/classes (6%), and a need for better information about programs and classes offered by the City (5%) as reasons for not participating.

Question 16 *Are there any barriers or obstacles that have kept your household from participating in a recreation program, class, activity, or service provided by the City? If yes, ask: Please describe them to me.*

FIGURE 38 BARRIERS, OBSTACLES FROM PARTICIPATING IN REC PROGRAM, ACTIVITY, SERVICE



ADDITIONAL PROGRAMS

Regardless of whether a respondent's household had participated in a city-sponsored recreation program or service in the past year, Question 17 asked all respondents whether there are any specific recreation programs, classes, activities, or services that they would like the City of Buena Park to add or improve to better meet the needs of their household. As shown in Figure 39 on the next page, 33% of respondents answered Question 17 in the affirmative, whereas 31% did not desire any additions or improvements to recreation programs, classes, or services and 36% were unsure or unwilling to answer.

Some respondents were more likely than others to perceive a need for additional or improved recreation programming—most notably residents between the ages of 35 and 54, households with a child or teenager in the home, individuals who completed the survey in Spanish, those who had lived in Buena Park between 5 and 9 years, respondents from households that visit a park or open space area in the City weekly, and those who visit a recreation facility or community center in Buena Park at least once per month (see figures 40-42).

Question 17 *Is there a recreation program, class, activity, or service that you would like to see added or improved in the City of Buena Park to meet the needs of your household?*

FIGURE 39 ADD, IMPROVE, A REC PROGRAM, CLASS, ACTIVITY, SERVICE

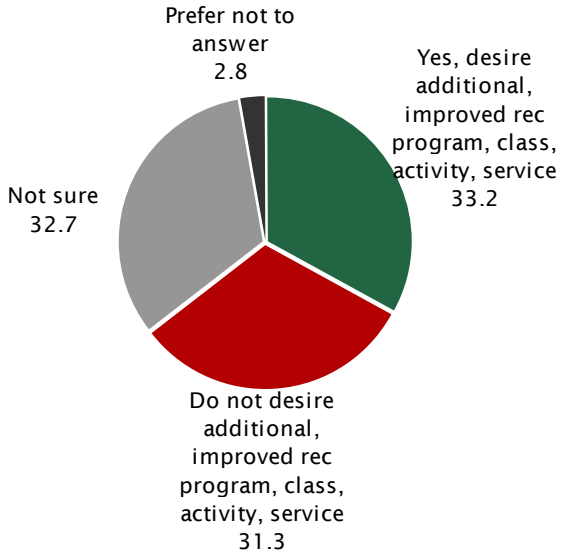


FIGURE 40 ADD, IMPROVE, A REC PROGRAM, CLASS, ACTIVITY, SERVICE BY AGE, CHILD 3-17 YEARS IN HSLD, & SURVEY LANGUAGE

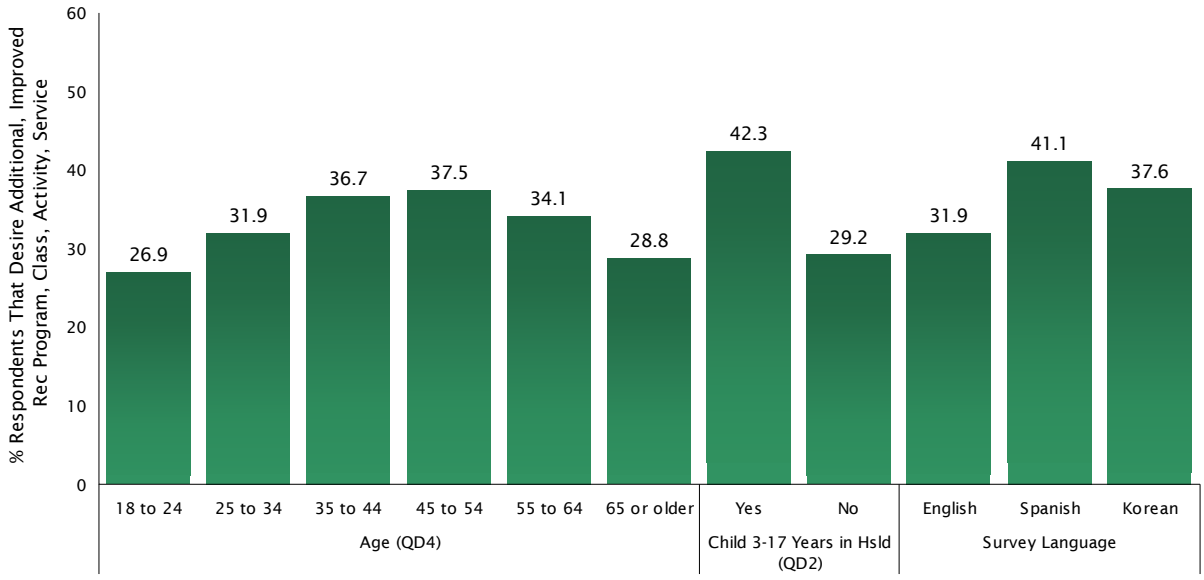


FIGURE 41 ADD, IMPROVE, A REC PROGRAM, CLASS, ACTIVITY, SERVICE BY YEARS IN BUENA PARK, HSLD CITY PARK, OPEN SPACE VISIT & ADULT 55 OR OLDER IN HSLD

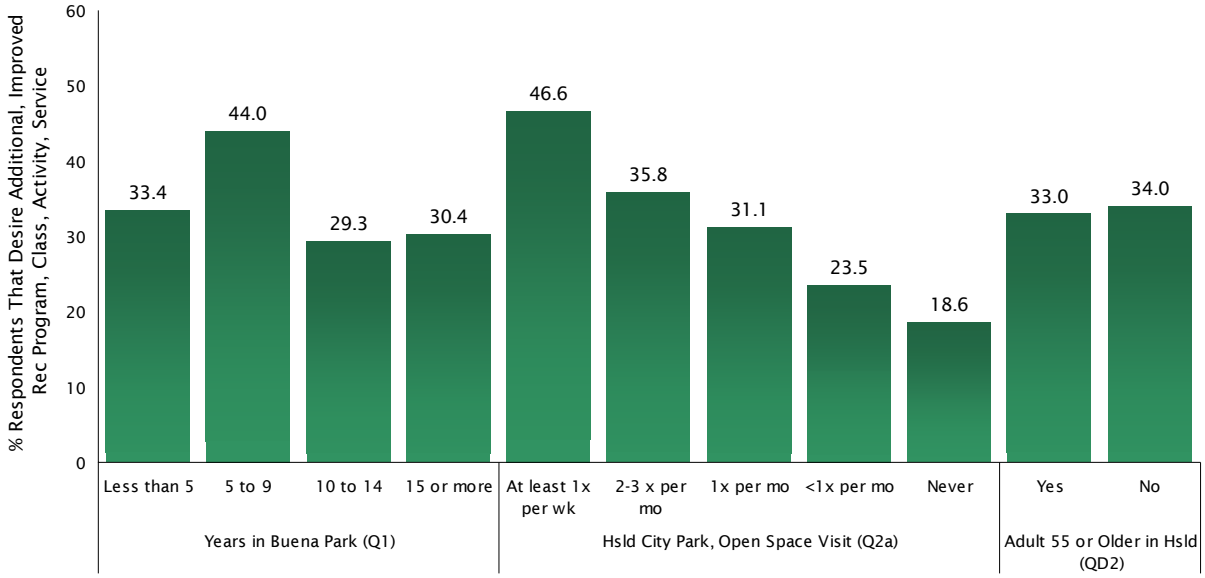
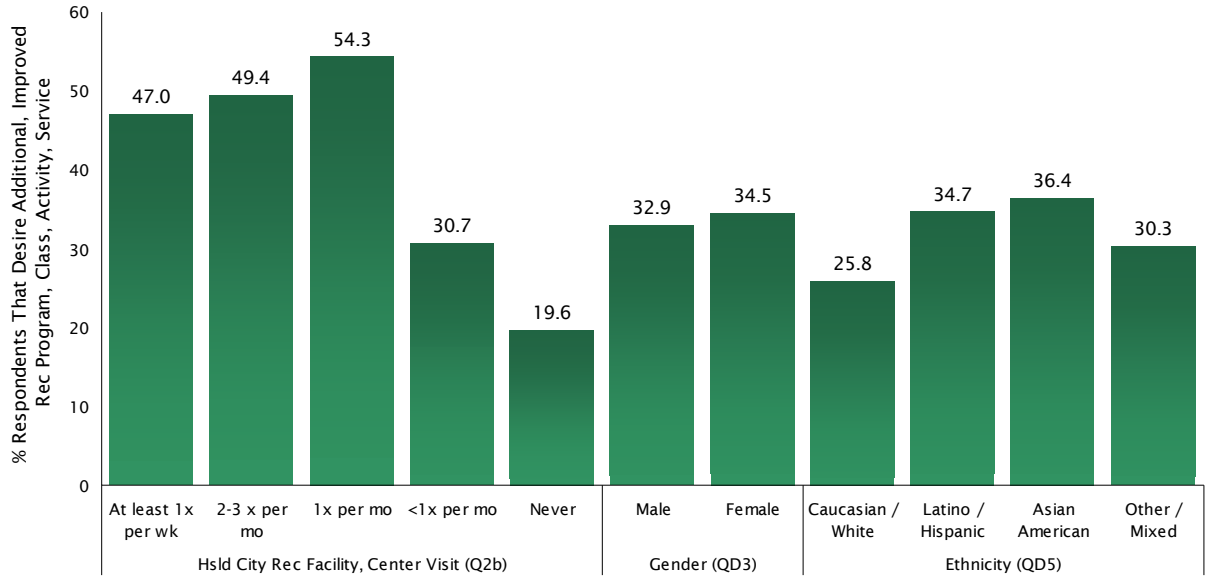


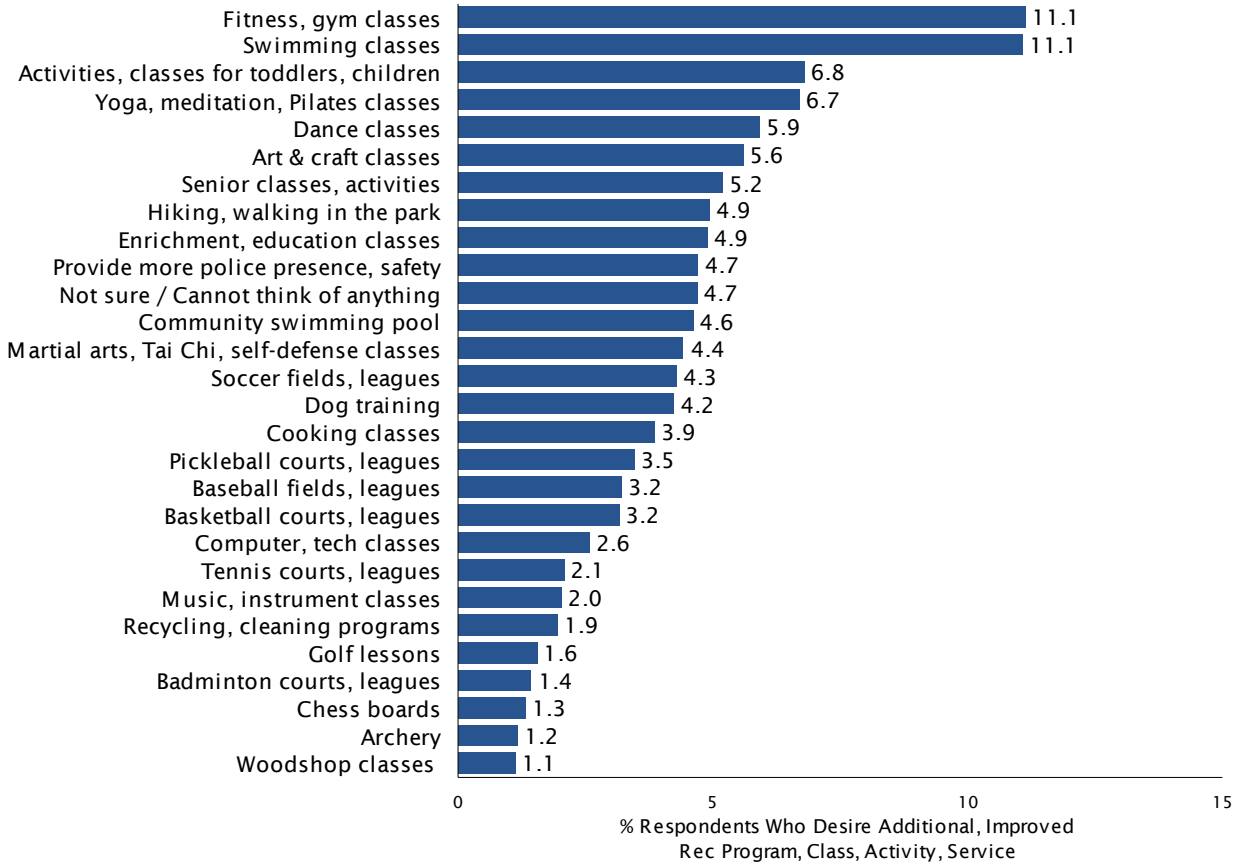
FIGURE 42 ADD, IMPROVE, A REC PROGRAM, CLASS, ACTIVITY, SERVICE BY HSLD CITY REC FACILITY, CENTER VISIT, GENDER & ETHNICITY



Respondents who indicated that there were recreation programs, classes, activities, or services that they would like the City to add or improve were subsequently provided an open-ended opportunity to identify the programs or services of interest (see Figure 43 on the next page). The most commonly suggested programs and services were fitness/gym classes (11%), swimming classes (11%), activities and classes for toddlers/children (7%), yoga, meditation, and/or Pilates classes (7%), dance classes (6%), and art & craft classes (6%).

Question 18 *Please briefly describe the one recreation program, class, activity, or service that you would most like to see added or improved in the City of Buena Park.*

FIGURE 43 DESIRED PROGRAM, CLASS, ACTIVITY, SERVICE



Background & Demographics

Table 8 Demographics of Sample

Total Respondents	*544*
Years in Buena Park (Q1)	
Less than 5	19.8
5 to 9	18.3
10 to 14	14.8
15 or more	46.6
Prefer not to answer	0.4
City Info Sources (QD1)	
City's website	44.8
Internet in general	21.6
Social media	7.3
Friends/family	5.6
Other	16.3
Prefer not to answer	4.3
Ages of Hsld Members (QD2)	
Child 3-5	9.5
Child 6-12	19.1
Teen 13-17	16.8
Adult 18-54	78.8
Adult 55-74	49.4
Adult 75 or older	12.5
Gender (QD3)	
Male	46.2
Female	48.3
Non-binary	0.0
Prefer not to answer	5.5
Age (QD4)	
18 to 24	6.6
25 to 34	16.6
35 to 44	21.7
45 to 54	21.5
55 to 64	13.9
65 or older	16.3
Prefer not to answer	3.4
Ethnicity (QD5)	
Caucasian / White	19.4
Latino / Hispanic	38.8
Asian American	31.2
Other / Mixed	6.2
Prefer not to answer	4.5
Survey Language	
English	84.1
Spanish	11.6
Korean	4.3

Table 8 presents the key demographic information collected during the survey. The primary motivation for collecting the background and demographic information was to provide a better insight into how the results of the substantive questions of the survey vary by demographic characteristics, and ensure that the resulting sample matched the profile of Buena Park households on key characteristics.

METHODOLOGY

The following section outlines the methodology used in the study, as well as the motivation for using certain techniques.

QUESTIONNAIRE DEVELOPMENT

Dr. McLarney of True North worked closely with the City of Buena Park and RJM Design Group to develop a questionnaire that covered the topics of interest and avoided sources of systematic measurement error, including position-order effects, wording effects, response-category effects, scaling effects, and priming. Several questions included multiple individual items. Because asking items in a set order can lead to a systematic position bias in responses, the items were asked in a random order for each respondent.

Some questions asked in this study were presented only to a subset of respondents. For example, only respondents who indicated they would like to see improvements made to park amenities and recreation facilities in the City (Question 8) were asked to describe the types of improvements they desired (Question 9). The questionnaire included with this report (see *Questionnaire & Toplines* on page 38) identifies the skip patterns used during the interview to ensure that each respondent received the appropriate questions.

PROGRAMMING, PRE-TEST & TRANSLATION

Prior to fielding the survey, the questionnaire was CATI (Computer Assisted Telephone Interviewing) programmed to assist interviewers when conducting the telephone interviews. The CATI program automatically navigates the skip patterns, randomizes the appropriate question items, and alerts interviewers to certain types of keypunching mistakes should they happen during the interview. The survey was also programmed into a passcode-protected online survey application to allow online participation for sampled households. The integrity of the questionnaire was pre-tested internally by True North and by dialing into random homes in the City prior to formally beginning the survey. The final questionnaire was also professionally translated into Spanish and Korean to allow for data collection English, Spanish, and Korean according to the preference of the respondent.

SAMPLE, RECRUITING & DATA COLLECTION

A comprehensive database of Buena Park households was utilized for this study, ensuring that all households in Buena Park had the opportunity to participate in the survey. Once selected at random, contact information was appended to each record including email addresses and telephone numbers for adult residents. Individuals were subsequently recruited to participate in the survey through multiple recruiting methods. Using a combination of email and text invitations, sampled residents were initially invited to participate in the survey online at a secure, passcode-protected website designed and hosted by True North. Each individual was assigned a unique passcode to ensure that only Buena Park residents who received an invitation could access the online survey site, and that the survey could be completed only one time per passcode. Email reminder notices were also sent to encourage participation among those who had yet to take the survey. Following a period of online data collection, True North placed telephone calls to land lines and cell phone numbers of sampled residents that had yet to participate in the online survey or for whom only telephone contact information was available.

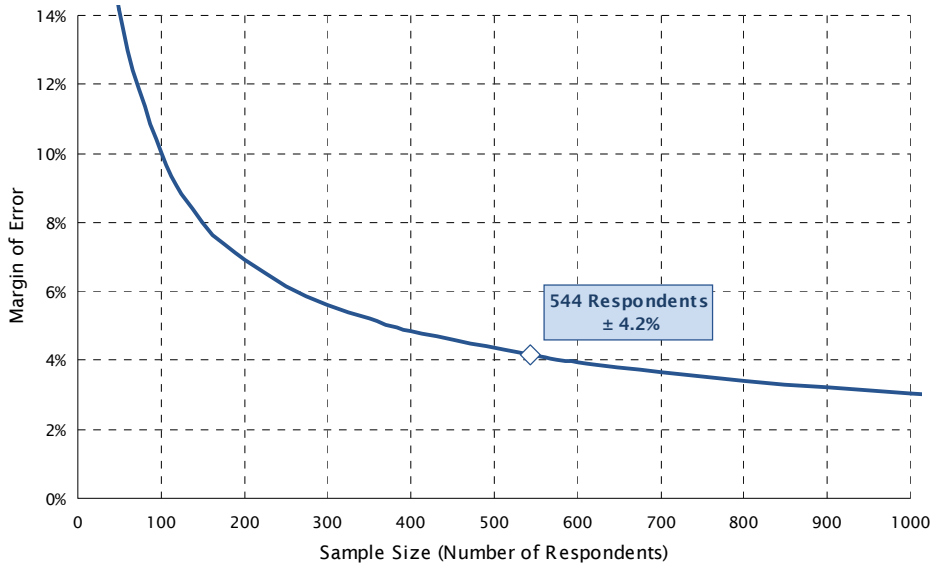
Telephone interviews averaged 15 minutes in length and were conducted during weekday evenings (5:30PM to 9PM) and on weekends (10AM to 5PM). It is standard practice not to call during the day on weekdays because most working adults are unavailable and thus calling during those hours would bias the sample. A total of 544 completed surveys were gathered online and by telephone in English, Spanish, and Korean between February 27 and March 6, 2023.

MARGIN OF ERROR DUE TO SAMPLING

The results of the survey can be used to estimate the opinions and behaviors of all households in Buena Park.[2] Because not every household in the City participated in the survey, however, the results have what is known as a statistical margin of error due to sampling. The margin of error refers to the difference between what was found in the survey of 544 households for a particular question and what would have been found if all of the estimated 24,306 households[3] had been interviewed.

Figure 44 provides a plot of the *maximum* margin of error in this study. The maximum margin of error for a dichotomous percentage result occurs when the answers are evenly split such that 50% provide one response and 50% provide the alternative response. For this survey, the maximum margin of error is ± 4.2% for questions answered by all 544 respondents.

FIGURE 44 MAXIMUM MARGIN OF ERROR



Within this report, figures and tables show how responses to certain questions varied by demographic characteristics such as length of residence. Figure 44 is thus useful for understanding how the maximum margin of error for a percentage estimate will grow as the number of individuals asked a question (or in a particular subgroup) shrinks. Because the margin of error grows exponentially as the sample size decreases, the reader should use caution when generalizing and interpreting the results for small subgroups.

2. Because the survey asks respondents to report on the interests, activities, and behaviors of their *household*, it is appropriate to generalize the survey results at the household level.
3. Source: U.S. Census Bureau, 2021 American Community Survey 5-Year Estimates.

DATA PROCESSING & WEIGHTING

Data processing consisted of checking the data for errors or inconsistencies, coding and recoding responses, categorizing verbatim responses, and preparing frequency analyses and cross-tabulations. The final data were weighted to balance the sample by ethnicity and home ownership according to the most recent Census American Community Survey (ACS) estimates.

ROUNDING

Numbers that end in 0.5 or higher are rounded up to the nearest whole number, whereas numbers that end in 0.4 or lower are rounded down to the nearest whole number. These same rounding rules are also applied, when needed, to arrive at numbers that include a decimal place in constructing figures and tables. Occasionally, these rounding rules lead to small discrepancies in the first decimal place when comparing tables and charts for a given question.

QUESTIONNAIRE & TOPLINES

TRUE NORTH RESEARCH

Buena Park - Parks & Rec Survey
Final Toplines (n=544)
March 2023

Section 1: Introduction to Study
Hi, my name is _____ and I'm calling from TNR on behalf of the City of Buena (BWAY-nuh) Park. The City is conducting a survey of residents about important community issues and I'd like to get your opinions – it should take about 10 minutes.
If needed: This is a survey about important issues in your community. I'm NOT trying to sell anything and I won't ask for a donation. *If needed:* If now is not a convenient time, can you let me know a better time so I can call back?

Section 2: Length of Residence			
Q1	To begin, how long have you lived in Buena Park?		
	1	Less than 1 year	4%
	2	1 to 4 years	16%
	3	5 to 9 years	18%
	4	10 to 14 years	15%
	5	15 years or longer	47%
	99	Prefer not to answer	0%

Section 3: Use and Visitation
The City of Buena Park is preparing a **Parks and Recreation Master Plan**. Your participation in this survey will help the City provide recreation facilities, programs, and services that best meet the community's needs. As you answer the following questions, please speak on behalf of **all** members of your household.

Q2 In a typical year when there is not a pandemic, how frequently do you or other members of your household _____ in Buena Park? At least once per week, two to three times per month, once per month, once every two or three months, a few times per year, less often than a few times per year, or never?

	Read in order	At least 1 time per **week**	2 to 3 times per **month**	1 time per **month**	Once every 2 to 3 **months**	A few times per **year**	Less often than a few times per year	Never	Prefer not to answer
A	Visit a city park or open space area	31%	20%	8%	6%	14%	10%	11%	0%
B	Visit a city recreation facility or community center	12%	7%	8%	8%	18%	26%	21%	1%

True North Research, Inc. © 2023

Ask Q3 if Q2A=(1-6) OR Q2B=(1-6)		
Q3	What is the name of the park, open space area, or recreation facility in Buena Park that members of your household use ***most*** often? Verbatim responses recorded and later grouped into categories shown below.	
	William Peak Park	19%
	Boisseranc Park	11%
	Ralph B Clark Park	11%
	George Bellis Park	8%
	Not sure / Cannot recall name	7%
	Buena Park Senior Center	6%
	Larwin Park	5%
	Smith-Murphy Park	4%
	Ehlers Event Center	3%
	San Marino Park	3%
	Brenner Park	2%
	John Beat Park	1%
	Lindbergh Park	1%
	Silverado Trail	1%
	San Antonio Park	1%
	Mackay Park	1%
	Images Park	1%
	Library	1%
	Greenbelt	1%
	Rick Gomez Park	1%
	Ballas Park	1%
	Knott's Berry Farm	1%
	El Dorado Park	1%
	La Palma Park	1%
	Central Park	1%
	Prefer not to answer	19%

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	If Q2A=7 AND Q2B=7, ask Q4.
Q4	Is there a particular reason that your household doesn't visit parks or recreation facilities in Buena Park? *If yes, ask:* Please briefly describe the reason. Verbatim responses recorded and later grouped into categories shown below.
	Because we have seen lots of strange people around the area and don't feel that safe.
	Don't feel safe at parks, homeless, drugs all over the ground/needles.
	Heard not safe.
	Homeless and do feel safe.
	Homeless people and drug addicts always at the parks when I used to go.
	I am on Orangethorpe/Western. I don't feel pleasant park is near me. I end up going to Artesia/Cerritos.
	I don't feel safe visiting most local parks. As for the recreation facilities, I don't have time or a want at this time in my life.
	I'm not aware of the local parks and recreation facilities as I've only been a resident here for a year. Also, I frequent parks that I'm already familiar with.
	Never crossed our minds to visit parks. Might actually visit one this weekend if weather is fine.
	No park within short walking distance; no appealing amenities.
	Not big enough for the activities we enjoy. I.e., running and roller blading on nice paths.
	The parks in my neighborhood is either next to the freeway or where the transformers are. Please don't expand the park on San Rafael Dr. (between Patton and La Palma). Many people threw beer bottles after visiting that little park.
	There is too often pot smokers or homeless people.
	We are not aware of any. We visit our own club house and dog park instead.
	We frequent larger regional parks in nearby cities.
	We go to park in La Palma.
	We live in a community with a reaction facility.
	We live in a homeless shelter, and we are not allowed to walk to the park or anywhere. They have shuttle but refuses to take us to recreational places no place important either like a job. They don't help just want money to have us homeless here.
	We live on the border with Fullerton and La Mirada so use their parks.
	We prefer parks in other cities
	We work and don't have time. By the time we get off, it is midnight.
	We're old and disabled.
	When my children were younger it made sense to visit parks but now, they are older we don't have time like we used to.
	You have made this city unsafe.

Section 4: Parks & Facility Improvements				
Resume asking questions of all respondents.				
Q5	Overall, would you say you are generally satisfied or dissatisfied with the **parks, open space areas** and **recreation facilities** in Buena Park? *Get answer, then ask:* Would that be very (satisfied/dissatisfied) or somewhat (satisfied/dissatisfied)?			
	1	Very satisfied	23%	
	2	Somewhat satisfied	45%	
	3	Somewhat dissatisfied	13%	
	4	Very dissatisfied	8%	
	98	Not sure	9%	
	99	Prefer not to answer	3%	
Q6	Would you say you are generally satisfied or dissatisfied with the *maintenance* of **parks, open space areas** and **recreation facilities** in Buena Park? *Get answer, then ask:* Would that be very (satisfied/dissatisfied) or somewhat (satisfied/dissatisfied)?			
	1	Very satisfied	26%	*Skip to Q8*
	2	Somewhat satisfied	42%	*Skip to Q8*
	3	Somewhat dissatisfied	14%	*Ask Q7*
	4	Very dissatisfied	6%	*Ask Q7*
	98	Not sure	10%	*Skip to Q8*
	99	Prefer not to answer	1%	*Skip to Q8*
Q7	Please briefly describe the specific issues that lead you to be dissatisfied with the *maintenance* of parks and recreation facilities in Buena Park. Verbatim responses recorded and later grouped into categories shown below.			
	Trash, graffiti		33%	
	Homeless		23%	
	Safety		16%	
	Restrooms maintenance		14%	
	Damaged equipment, playground		14%	
	Poor maintenance in general		12%	
	Poor maintenance of grass area		12%	
	Not sure / None come to mind		7%	
	Accessibility		5%	
	Poor lighting		3%	
	Not large enough, too small		3%	

Q8	Is there a **park amenity** or **recreation facility** you would like to see added or improved in the City of Buena Park to meet the needs of your household?			
	1	Yes	46%	*Ask Q9*
	2	No	24%	*Skip to Q10*
	98	Not sure	29%	*Skip to Q10*
	99	Prefer not to answer	2%	*Skip to Q10*
Q9	Please briefly describe the one **park amenity** or **recreation facility** you would *most* like to see added or improved in the City of Buena Park. Verbatim responses recorded and later grouped into categories shown below.			
	Provide, improve playgrounds		13%	
	Improve safety		11%	
	Provide, improve walking, hiking trails		10%	
	Provide, improve dog parks		9%	
	Improve landscaping, trees		9%	
	Provide, improve fitness, exercise equipment		8%	
	Improve maintenance of restrooms		7%	
	Provide community pool		7%	
	Provide, improve lighting		7%	
	Provide, improve sports fields		5%	
	Provide, improve parks in general		5%	
	Provide, improve basketball courts		4%	
	Not sure / None come to mind		4%	
	Provide, improve bike trails		3%	
	Provide, improve tennis courts		3%	
	Provide, improve BBQ, picnic areas		3%	
	Provide more trash cans		3%	
	Provide more open spaces		3%	
	Improve George Bellis Park		2%	
	Improve Peak Park		2%	
	Provide more senior activities		2%	
	Provide, improve pickleball courts		2%	
	Improve Skate Park		2%	
	Provide, improve water, drinking fountains		2%	
	Provide, improve lakes, ponds		2%	

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Section 5: Recreation Activities & Programming		
Next, I would like to ask a series of questions about your household's recreation **activities** and **interests**.		
Q10	Thinking of the **adult** members of your household, what recreation activities do the adults in your household engage in most often? *If needed:* By *recreation*, we mean play, exercise, and sports, as well as passive activities such as walking/jogging, hobbies, and picnicking. *Probe:* Any others? Verbatim responses recorded and later grouped into categories shown below.	
	Walking, hiking	51%
	Running, jogging	16%
	Picnicking	15%
	Gym workouts, fitness classes	14%
	Biking, cycling	12%
	Dog walking	11%
	Basketball	7%
	They do not engage in recreation activities	7%
	Tennis	6%
	Swimming	6%
	Baseball, softball	5%
	Play with kids at playground	5%
	Not sure / None come to mind	5%
	Soccer	4%
	Sports in general	3%
	Skating	3%
	Dancing	2%
	Golf	2%
	Pickleball	2%
	Relaxing	2%
Q11	Thinking of the **children and/or teenagers** in your household, what recreation activities do they engage in most often? *Probe:* Any others? Verbatim responses recorded and later grouped into categories shown below.	
	No children or teenagers in household	45%
	Playing at park, playground	16%
	Bicycling	9%
	Hiking	9%
	Basketball	8%

	Soccer	6%
	Baseball, softball	5%
	Swimming	5%
	Running, jogging	4%
	Sports in general	4%
	They do not engage in recreation activities	4%
	Not sure / None come to mind	4%
	Gym workouts, fitness	3%
	Dog walking	2%
	Picnicking	2%

Q12 Next, I'm going to read a short list of recreation **activities**. For each that I read, please indicate how often one or more members of your household typically engage in the activity at a city park or city recreation facility in Buena Park. Here is the (first/next) one: _____. Do members of your household engage in this activity **everyday**, 2 to 6 times per **week**, 3 to 4 times per **month,** 1 to 2 times per **month,** 7 to 11 times per **year**, 2 to 6 times per **year**, once per **year**, or not at all?

	Randomize	Every day	2 to 6 times per **week**	3 to 4 times per **month**	1 to 2 times per **month**	7 to 11 times per **year**	2 to 6 times per **year**	Once per **year**	Not at all/never	Prefer not to answer
A	**Swim** for recreation or **swim lessons** at a city-provided pool, not including school activities.	2%	4%	4%	4%	4%	9%	8%	61%	5%
B	Play **cricket** at a city sports field, not including school activities.	0%	0%	0%	2%	0%	1%	3%	89%	4%
C	Skateboard at a designated **skateboard park.**	1%	3%	2%	3%	2%	4%	5%	77%	4%
D	Play **pickleball** at a public city court, not including school activities.	1%	2%	2%	3%	1%	3%	5%	80%	4%
E	Play **tennis** at a public city court, not including school activities.	1%	2%	3%	4%	3%	8%	10%	64%	4%

Q13 Overall, would you say you are generally satisfied or dissatisfied with the recreation **programs**, **classes, activities,** and **services** provided by the City of Buena Park? *Get answer, then ask:* Would that be very (satisfied/dissatisfied) or somewhat (satisfied/dissatisfied)?

1	Very satisfied	22%
2	Somewhat satisfied	39%
3	Somewhat dissatisfied	9%
4	Very dissatisfied	3%
98	Not sure	23%
99	Prefer not to answer	4%

Q14	In a typical year when there is *not* a pandemic, how often do you or other members of your household use recreation programs, classes, activities, or services offered by the City of Buena Park? Would you say at least once per week, two to three times per month, once per month, once every two or three months, a few times per year, less often than a few times per year, or never?		
	1	At least once per week	11%
	2	Two to three times per month	7%
	3	Once per month	6%
	4	Once every two or three months	6%
	5	A few times per year	16%
	6	Less often than a few times per year	18%
	7	Never	32%
	99	Not sure / Prefer not to answer	5%
Q15	Have you or another member of your household participated in a recreation program, class, activity, or service offered by the City of Buena Park during the past 12 months?		
	1	Yes	27%
	2	No	65%
	98	Not sure	6%
	99	Prefer not to answer	2%
	Ask Q16 if Q15=2.		
Q16	Are there any **barriers** or **obstacles** that have kept your household from participating in a recreation program, class, activity, or service provided by the City? *If yes, ask*: Please describe them to me. Verbatim responses recorded and later grouped into categories shown below.		
	None, no barriers or obstacles		57%
	Class, program schedule, available times		12%
	Not sure / No specific reason		7%
	Not enough programs, classes offered		6%
	Need more info, better website		5%
	Homeless issues		3%
	Location, too far		2%
	Cost		1%
	Safety concerns		1%
	Cleanliness		1%
	Age, health issues		1%
	Language barrier		1%
	Prefer not to answer		4%
	Resume asking questions of all respondents.		

Q17	Is there a recreation **program**, **class**, **activity,** or **service** that you would like to see added or improved in the City of Buena Park to meet the needs of your household?			
	1	Yes	33%	*Ask Q18*
	2	No	31%	*Skip to D1*
	98	Not sure	33%	*Skip to D1*
	99	Prefer not to answer	3%	*Skip to D1*
Q18	Please briefly describe the one recreation **program**, **class**, **activity,** or **service** that you would *most* like to see added or improved in the City of Buena Park. Verbatim responses recorded and later grouped into categories shown below.			
	Fitness, gym classes (cycling, cardio, aerobics, jazzercise, Zumba)		11%	
	Swimming classes		11%	
	Activities, classes for toddlers, children		7%	
	Yoga, meditation, Pilates classes		7%	
	Dance classes		6%	
	Art & craft classes		6%	
	Senior classes, activities		5%	
	Hiking, walking in the park		5%	
	Enrichment, education classes		5%	
	Provide more police presence, safety		5%	
	Not sure / Cannot think of anything		5%	
	Community swimming pool		5%	
	Martial arts, Tai Chi classes, self-defense classes		4%	
	Soccer fields, leagues		4%	
	Dog training		4%	
	Cooking classes		4%	
	Pickleball courts, leagues		3%	
	Baseball fields, leagues		3%	
	Basketball courts, leagues		3%	
	Computer, tech classes		3%	
	Tennis courts, leagues		2%	
	Music, instrument classes		2%	
	Recycling, cleaning programs		2%	
	Golf lessons		2%	
	Badminton courts, leagues		1%	

Section 9: Background & Demographics					
Thank you so much for your participation. I have just a few background questions for statistical purposes.					
D1	When you need information about parks, recreation facilities, programs, or services in Buena Park, where do you usually get that information? *Read list if respondent hesitates*				
	1	City's website	45%		
	2	Internet in general (not city website)	22%		
	3	Social media	7%		
	4	Friends/family	6%		
	5	Other	16%		
	99	Prefer not to answer	4%		
D2	Do you have _____ in your household?				
	Read in Order		Yes	No	Prefer not to answer
A	A child between the ages of 3 and 5		9%	87%	4%
B	A child between the ages of 6 and 12		19%	77%	4%
C	A teenager between the ages of 13 and 17		17%	79%	4%
D	An adult between the ages of 18 and 54		79%	18%	3%
E	An adult between the ages of 55 and 74		49%	47%	4%
F	An adult 75 years of age or older		12%	83%	5%
D3	What is your gender?				
	1	Male	46%		
	2	Female	48%		
	3	Non-binary	<1%		
	99	Prefer not to answer	5%		

D4	In what year were you born? Year recoded into age groups shown below.		
	18 to 24		7%
	25 to 34		17%
	35 to 44		22%
	45 to 54		22%
	55 to 64		14%
	65 or older		16%
	Prefer not to answer		3%
D5	What ethnic group do you consider yourself a part of or feel closest to*? Read list if respondent hesitates*		
	1	Caucasian/White	20%
	2	Latino/Hispanic	39%
	3	African-American/Black	3%
	4	American Indian or Alaskan Native	<1%
	5	Asian -- Korean, Japanese, Chinese, Vietnamese, Filipino or other Asian	31%
	6	Pacific Islander	<1%
	7	Mixed Heritage	2%
	98	Other	<1%
	99	Prefer not to answer	4%
S1	Survey Language		
	1	English	84%
	2	Spanish	12%
	3	Korean	4%
Those are all of the questions that I have for you! Thanks so much for participating in this important survey! This survey was conducted for the City of Buena Park.			

PARK/FACILITY NEEDS	Small Group: STAKEHOLDER INTERVIEWS	Small Group: TOTAL (SMALL GROUPS ONLY)	Public/Community: WORKSHOP #1	Public/Community: WORKSHOP #2	Public/Community: WORKSHOP #3	Public/Community: FEEDBACK COMMENTS	Public/Community: TOTAL (PUBLIC / COMMUNITY ONLY)	Direct Survey: MULTIMODAL SURVEY	Direct Survey: TOTAL (SURVEYS ONLY)	GRAND TOTAL	Total Tools
Access to parks (from all sides, crosswalks)		0			●	●	2		0	2	1
Amphitheater	●	1					0		0	1	1
Baseball field fencing (at Bellis and Peak parks)		0				●	1		0	1	1
Bellis Park building improvements		0		●			1		0	1	1
Benches/Seating	●	1			●	●	2		0	3	2
Bike facilities	●	1	●	●	●		3		0	4	2
Boisseranc park clubhouse improvements	●	1			●		1		0	2	2
Brenner Park improvements	●	1					0		0	1	1
Charging stations	●	1					0		0	1	1
Community centers (improvements, renovate rooms, more)		0		●		●	2		0	2	1
Dog area (dog park, obstacle course, dog playground)	●	1		●	●	●	3	●	1	5	3
Drinking fountains	●	1				●	1		0	2	2
Exercise equipment	●	1		●		●	2	●	1	4	3
Fitness center	●	1			●		1		0	2	2
Gathering space/family friendly area		0			●	●	2		0	2	1
Indoor soccer/Futsal	●	1		●			1		0	2	2
Landscape improvements (native, drought tolerant, pollinators)		0				●	1	●	1	2	2
Maintenance (clean up trash, graffiti)	●	1	●		●		2		0	3	2
More, additional parks (in central area, pocket parks, distributed through city)	●	1			●	●	2		0	3	2
Murals or art installations		0			●	●	2		0	2	1
Open space & green areas (in parks)		0				●	1		0	1	1
Parking		0	●				1		0	1	1
Peak park clubhouse improvements	●	1					0		0	1	1
Pickleball court	●	1		●	●		2		0	3	2
Playground improvements	●	1		●	●	●	3	●	1	5	3
Renovate/upgrade existing parks	●	1	●		●	●	3	●	1	5	3
Repair Brenner Park wading pool		0				●	1		0	1	1
Restroom improvements (replace/fix equipment, safety, open hours)	●	1			●	●	2	●	1	4	3
Security lighting and cameras	●	1	●	●	●		3	●	1	5	3
Senior center improvements		0		●			1		0	1	1
Shade structures	●	1		●		●	2		0	3	2
Softball field lighting		0				●	1		0	1	1
Solar powered energy	●	1	●				1		0	2	2
Splash pad		0		●	●	●	3		0	3	1
Sports field improvements		0		●			1	●	1	2	2
Swimming Pool improvements (at Boisseranc and Peak, add slide, open year round, keep heated)	●	1		●	●	●	3	●	1	5	3
Trails (walking paths, hiking, nature)	●	1	●	●	●	●	4	●	1	6	3
Trees		0				●	1		0	1	1

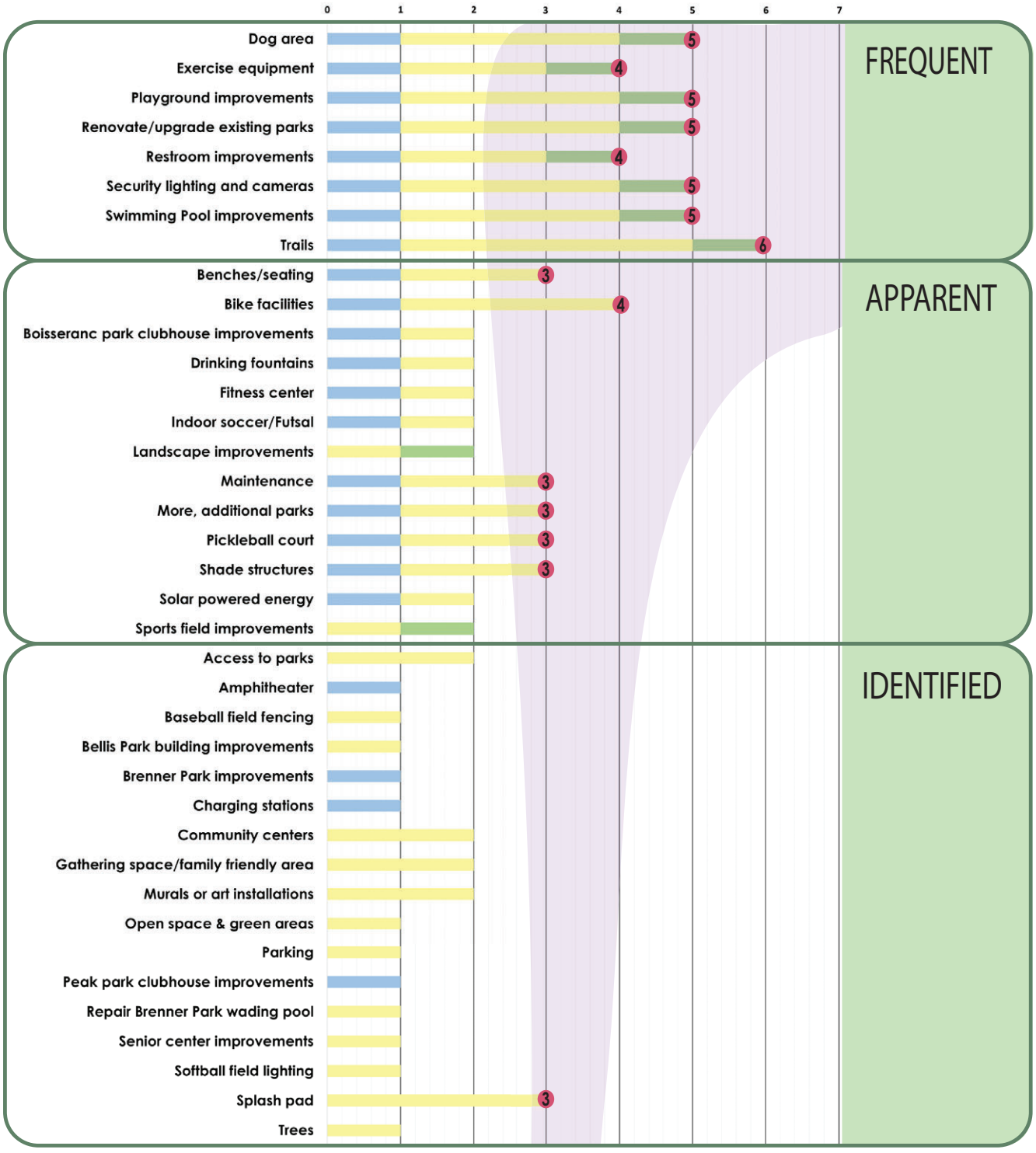
Legend:
Frequent (3)
Apparent (2)
Identified (1)

PROGRAM NEEDS

	Small Group		Public/Community					Direct Survey			
	STAKEHOLDER INTERVIEWS	TOTAL (SMALL GROUP ONLY)	WORKSHOP #1	WORKSHOP #2	WORKSHOP #3	FEEDBACK COMMENTS	TOTAL (PUBLIC/COMMUNITY ONLY)	MULTIMODAL SURVEY	TOTAL (SURVEYS ONLY)	GRAND TOTAL	Total Tools
Afterschool program	●	1			●		1		0	2	2
Aquatics (swim classes, aqua fitness classes)	●	1		●	●		2	●	1	4	3
Arts and Crafts class		0			●	●	2	●	1	3	2
Bilingual programs (in Spanish and Korean)	●	1			●		1		0	2	2
Childcare	●	1			●		1		0	2	2
College and Career readiness class / Teen Leadership	●	1	●		●		2		0	3	2
Community engagement		0	●			●	2		0	2	1
Community events		0	●	●	●	●	4		0	4	1
Computer literacy and safety	●	1					0		0	1	1
Cultural programs and events	●	1			●		1		0	2	2
Dance classes		0					0	●	1	1	1
Enrichment/Education classes		0					0	●	1	1	1
E-sports	●	1					0		0	1	1
Exercise classes (outdoor, Zumba, different experience levels, seniors)		0		●			1	●	1	2	2
Funding		0	●		●		2		0	2	1
Gardening class	●	1					0		0	1	1
Health and wellness class (yoga, meditation, Pilates, nutrition)	●	1	●		●	●	3	●	1	5	3
Hiking or Walking program/club		0			●		1	●	1	2	2
Homeless outreach	●	1	●		●	●	3		0	4	2
Joint use program/partnerships (with schools, small businesses, library and Boys & Girls Club)	●	1	●			●	2		0	3	2
Music classes		0			●	●	2		0	2	1
Outdoor education		0				●	1		0	1	1
Parking regulations/permits		0				●	1		0	1	1
Pickleball classes		0		●	●		2		0	2	1
Programs at Smith-Murphy park	●	1					0		0	1	1
Promote/advertise programs and events		0	●				1		0	1	1
Safety in parks and facilities	●	1	●		●		2		0	3	2
Security/police patrols (enforce drinking/smoking rules, park ranger)	●	1	●		●	●	3	●	1	5	3
Senior classes and activities	●	1		●	●		2	●	1	4	3
Soccer tournament	●	1					0		0	1	1
Special needs programs (adults, sports)	●	1		●	●	●	3		0	4	2
Sports (youth, classes, organized leagues, train coaches better, new equipment)	●	1		●	●	●	3		0	4	2
STEAM classes for youth (science, tech, engineering, arts, math)	●	1			●	●	2		0	3	2
Summer youth program	●	1			●	●	2		0	3	2
Tennis classes		0		●			1		0	1	1
Transportation	●	1					0		0	1	1
Volleyball (indoor, tournament)		0		●			1		0	1	1
Volunteer opportunities		0	●				1		0	1	1
Youth activities (for children and toddlers)	●	1	●	●	●		3	●	1	5	3

Legend:
Frequent (3)
Apparent (2)
Identified (1)

BUENA PARK PARKS AND RECREATION MASTER PLAN
Facility Needs Prioritization Summary



Small Group	Public/Community	Surveys	
Stakeholder Interviews	Workshop 1 / Workshop 2 / Workshop 3 / Feedback Comments	Multimodal Community Survey	Area of maximum community impact

*Facilities are encompassing of multiple "similar" community comments. Individual comments are identified in the recommendations and appendix.

BUENA PARK PARKS AND RECREATION MASTER PLAN
Program Needs Prioritization Summary



Small Group	Public/Community	Surveys	
Stakeholder Interviews	Workshop 1 / Workshop 2 / Workshop 3 / Feedback Comments	Multimodal Community Survey	Area of maximum community impact

*Programs are encompassing of multiple "similar" community comments. Individual comments are identified in the recommendations and appendix.

Acreage Analysis

There are currently thirteen (13) parks and two (2) recreation facilities which encompasses 119.20 acres of developed parkland.

Based on the park acreage identified above and the City's 2022 population of 83,430 the city currently has:

1.43 acres of developed parks per 1000 residents

The current General Plan includes a standard of 3.0 acres of parkland per 1,000 persons. Ordinance No. 1416, adopted January 8, 2002, requires the dedication of parkland and/or payment of fees in lieu for dedication of parkland based on 3.0 acres per 1,000 persons for new residential development.

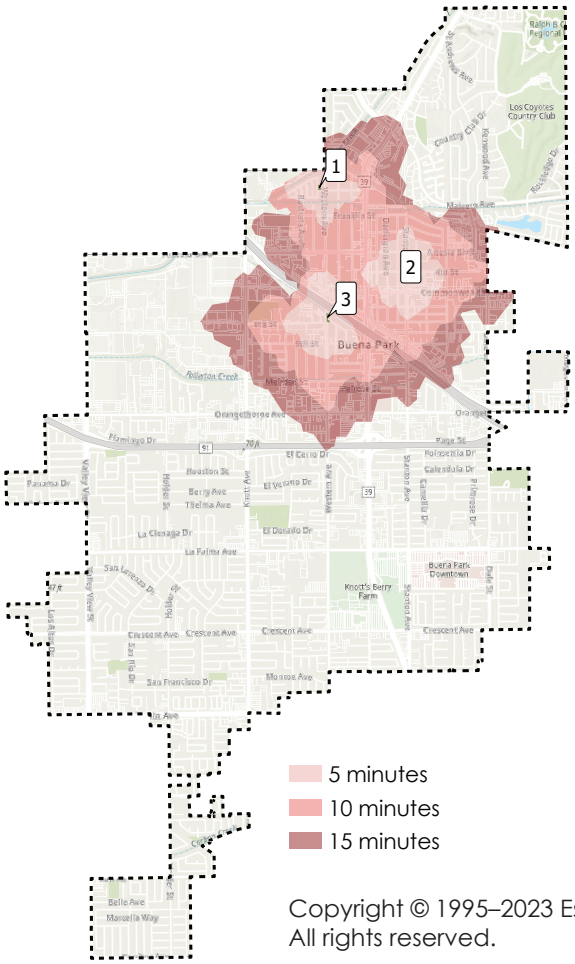
Based on the January 2022 population of 83,430, the City is deficient by approximately 131 acres of parkland. The city needs approximately 131 acres (250.6 acres of parkland total) of additional parkland in order to reach the 3 acres per 1,000 parkland acreage goal.

Opportunities for new park development are limited. Per 2010 General Plan: "Acquiring large amounts of additional open space is unrealistic due to the built-out nature of the City and high cost of property in Orange County; however, the addition of smaller areas, preservation, and enhancements to existing open space amenities will work towards providing needed recreation and open space areas in the community."

Park Acres by Park Type Summary	
Parkette Parks	**1.96 Acres**
Neighborhood Parks	**29.80 Acres**
Community Parks	**80.90 Acres**
Recreation Facility / Special Use	**6.54 Acres**
Total Park Acreage	**119.20 Acres**

There are a few private homeowner's association parks, the private Los Coyotes Country Club & Golf Course, and the Ralph B. Clark Regional County Park that are not included in the city-owned parkland acreage.

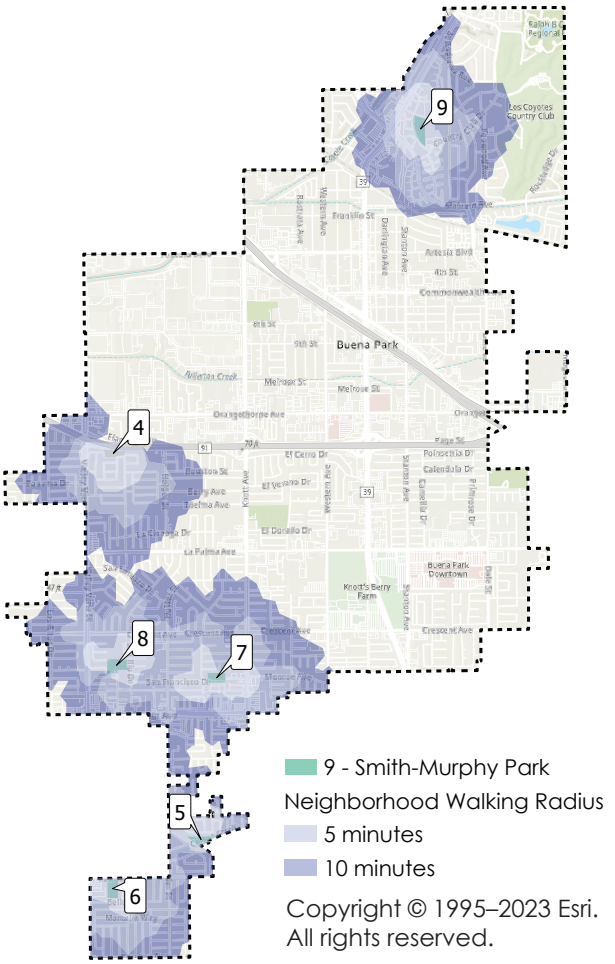
Opportunities to increase the City's Park acreage could be accomplished through joint use of public school athletic fields. One joint use agreement exists for the use of the Buena Park Junior High School gymnasium. There is another joint use agreement in development, the Whittaker School Park. Additional opportunities which may be suitable for recreation purposes include: utility transmission corridors and privately owned vacant parcels.



Service Area Gap Analysis for Parkettes Parks

Parkettes Parks

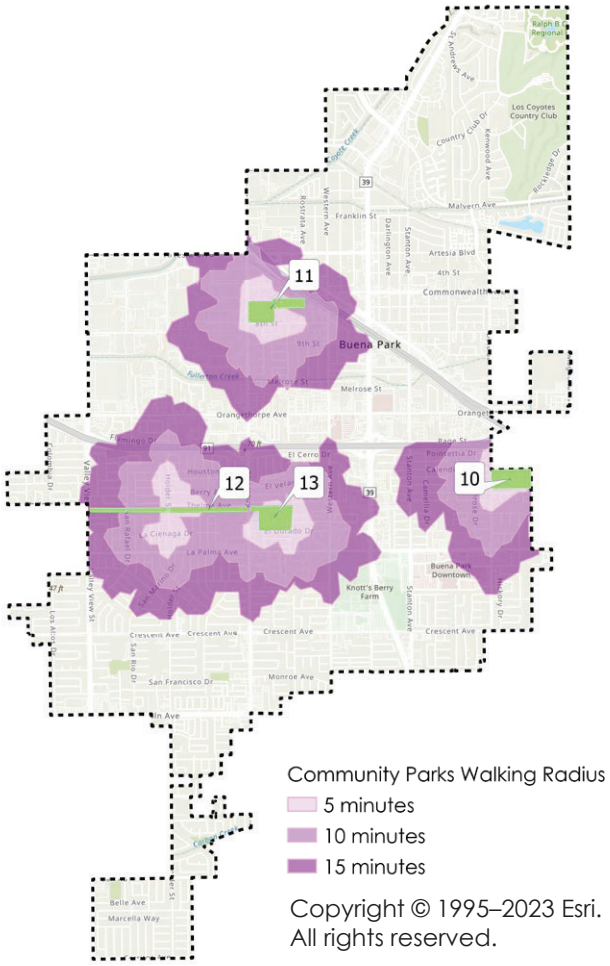
5 Min Walk	9.1% of population	7,555 pop / .52 sq. miles
10 Min Walk	24.8% of population	20,680 pop / 1.56 sq. miles
15 Min Walk	33.8% of population	28,196 pop / 2.89 sq. miles



Service Area Gap Analysis for Neighborhood Parks

Neighborhood Parks

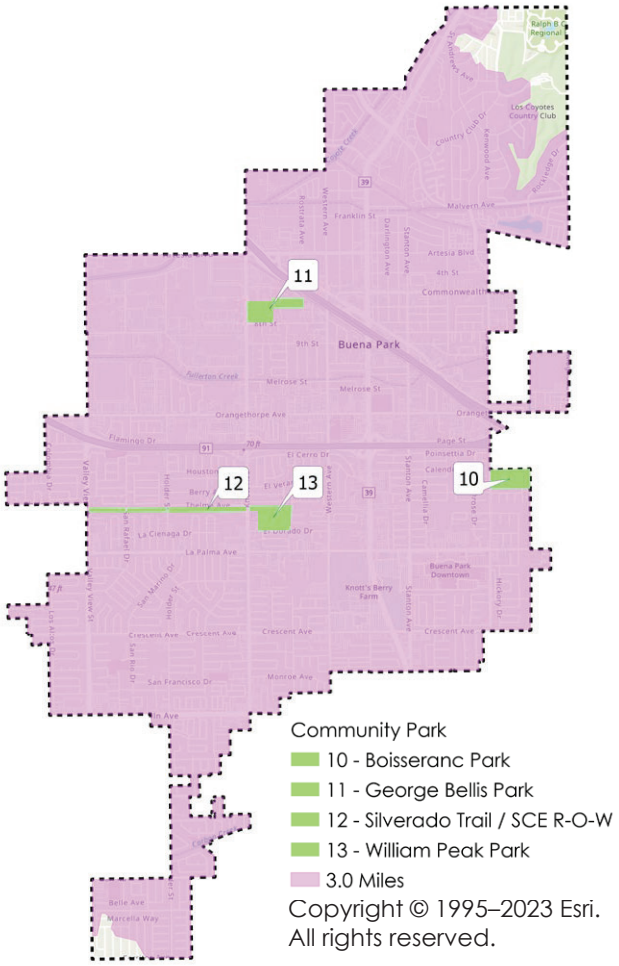
5 Min Walk	5.1% of population	4,259 pop / .5 sq. miles
10 Min Walk	17.5% of population	14,570 pop / 1.76 sq. miles
15 Min Walk	30.6% of population	25,558 pop / 3.95 sq. miles



Service Area Gap Analysis for Community Parks

Community Parks

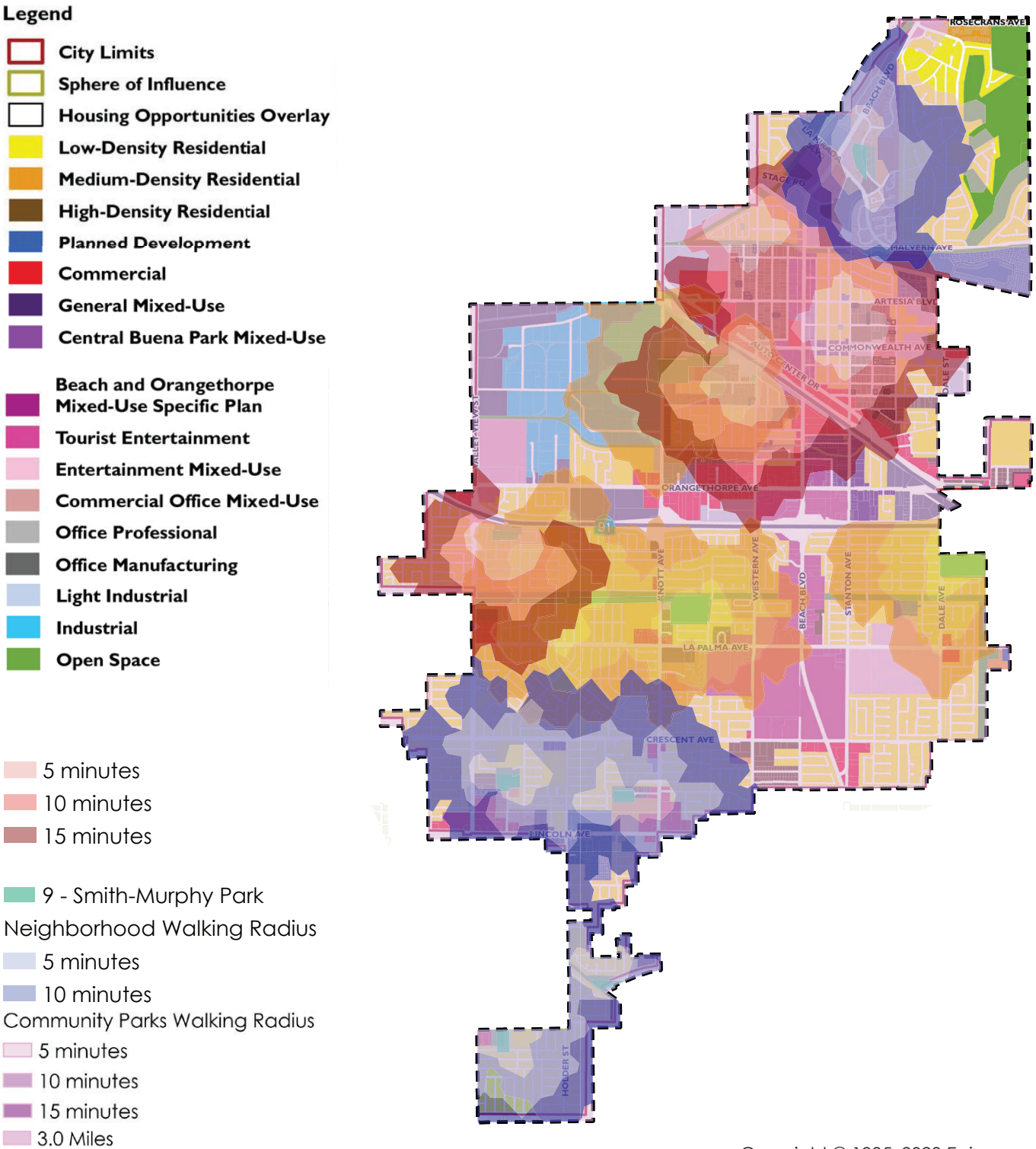
5 Min Walk	4.4% of population	3,651 pop / .43 sq. miles
10 Min Walk	17.2% of population	14,324 pop / 1.71 sq. miles
15 Min Walk	28.3% of population	23,581 pop / 3.25 sq. miles



Service Area Gap Analysis 3 Mile Drive for Community Parks

Community Parks

3 Mile Drive	99% of population	82,604 pop / 28.56 sq. miles



Service Area Gap Analysis Map

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The Buena Park Parks and Recreation Master Plan serves as a guide and implementation tool for the management and development of parks and recreation facilities throughout the city. This document represents a summary of the extensive community input, research, and professional analysis. The culminating result is a community inspired plan for the future of parks and recreation in Buena Park.

The process began with a review of pertinent planning documents, existing park resources, and recreation opportunities. Following the initial inventory, an extensive community outreach campaign was developed through in-person workshops, online video presentations, one-on-one stakeholder interviews, public online surveys, direct website feedback, and a statistically valid multimodal survey. Throughout the process, project updates and summary results were posted to the project website. This website enabled community members to review updates and provide immediate feedback at any point in time. The combination of all these outreach methods enabled anyone in the community to have a voice in the process regardless of when and where meetings were held.

The result of the master planning process identified the following key strategies developed to balance the available inventory with the community recreational desires.

Key Strategy #1: Invest in the future through program development for younger generations.

Goal 1.1: Continue to provide and develop relevant youth programs.

Key Strategy #2: Establish a collaborative community support network focused on promoting safety and awareness.

Goal 2.1: Enhance security lighting and cameras in parks.
Goal 2.2: Promote safety in parks and facilities through enhanced security/ police patrols.
Goal 2.3: Assist those in need through continued homeless outreach.

Key Strategy #3: Develop programs to promote a healthy mind and body through active sports and wellness classes.

Goal 3.1: Maintain and install exercise equipment.
Goal 3.2: Promote and maintain sports programs and facilities.
Goal 3.3: Develop and promote health and wellness classes.

Key Strategy #4: Provide diverse program opportunities for all ages and abilities to strengthen the overall community fabric.

Goal 4.1: Develop and promote senior classes and activities.
Goal 4.2: Develop and promote arts and crafts classes.
Goal 4.3: Strengthen and support joint use programs / partnerships.
Goal 4.4: Continue to develop and promote community events.
Goal 4.5: Strengthen and support special needs programs.

Key Strategy #5: Modernize existing facilities and develop new recreation amenities.

Goal 5.1: Implement a new dog area amenities.
Goal 5.2: Maintain and install playground improvements.
Goal 5.3: Renovate / upgrade existing parks.
Goal 5.4: Maintain and install benches / seating.
Goal 5.5: Maintain and install shade structures.
Goal 5.6: Maintain and upgrade restroom facilities.
Goal 5.7: Increased maintenance of parks and facilities.
Goal 5.8: Enhance and expand parkland.
Goal 5.9: Implement new pickleball courts.

Key Strategy #6: Support outdoor recreation and community exploration through development of enhanced park amenities and trail connectivity.

Goal 6.1: Expand and enhance trail connectivity.

Key Strategy #7: Offer continued support for aquatic facilities and programming.

Goal 7.1: Develop and promote aquatic programming.
Goal 7.2: Implement Swimming pool improvements and a new splash pad.

In October 2023, during the final stages of the Master Plan project, City Council approved the renaming of three city parks. The city will implement new signage for these parks, as well as update park listings on the city website and printed materials. The new park names are as follows:

- Lindbergh Mini Park to Bessie Coleman Park
- Smith Murphy Park to Friendship Park
- San Marino Park to Heroes Park

The Master Plan report had already been developed and refers to the old park names throughout this report.

CIP

Exhibit 4.3-1 illustrates the short-term (FY 2023-2028) unfunded park and facility recommendations developed from this Parks and Recreation Master Plan for the next five (5) years.

PARK / FACILITY AND RECOMMENDATIONS	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Boisseranc Park - 20.00 Acres	-	$343,000	-	$1,400,000	-
Carl Brenner Park - 4.50 Acres	-	$286,500	$3,000,000	-	-
George Bellis Park - 25.50 Acres	-	$311,500	-	-	-
Images Park - 0.50 Acres	-	-	-	-	-
John Beat Park - 2.00 Acres	-	$290,000	-	-	-
Larwin Park - 5.90 Acres	-	$20,000	-	-	-
Lindbergh Mini Park - 1.00 Acres	-	$20,000	-	-	-
Rick Gomez Park - 0.46 Acres	-	$2,500	-	-	-
San Antonio Park - 4.50 Acres	-	$50,000	$200,000	-	-
San Marino Park - 6.00 Acres	-	-	$396,500	-	-
Silverado Trail - 22.60 Miles	$200,000	-	-	-	-
Smith-Murphy Park - 6.90 Acres	-	$41,000	$130,000	$40,000	-
Whitaker School Park - 3.2 Acres	$5,200,000	-	-	-	-
William Peak Park - 15.80 Acres	-	-	$1,120,000	$200,000	$10,000,000
Buena Park Community Center	-	$60,000	-	-	-
Community Gym (at school)	-	$200,000	-	-	-
Senior Center at Ehlers Event Center	-	$90,000	-	-	-
Various Park Projects for ADA Compliance	$820,000	-	-	-	-
Peak Park and Boisseranc Park Pool Improvements	$2,220,000	-	-	-	-
Total Costs	**$8,440,000**	**$1,714,500**	**$4,846,500**	**$1,640,000**	**$10,000,000**

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

POLICY REVIEW AND RECOMMENDATIONS

To assist with the implementation of the Parks and Recreation Master Plan, a review was completed of the General Plan, the municipal code ordinances, and land acquisition policies associated with subdivisions and new development. This review, assessment, and recommendations will help guide future park development and focus on coordinating recommendations for the Parks and Recreation Master Plan, General Plan, Park Impact Fee review, and other planning documents.

Excerpts from Buena Park's 2035 General Plan (adopted by the City Council on December 7, 2010) are included below. This review will include areas specific to park and open space development, and with the delivery of recreation programs and services.

Proposed amendments, deletions, and modifications are shown by either a ~~strikeout~~ or ***bold underlined italics***, as appropriate. The proposed modifications are recommended to implement the goals and objectives of the Parks and Recreation Master Plan.

CHAPTER 6 – OPEN SPACE & RECREATION ELEMENT

Page 6-1
The City of Buena Park ~~Recreation, Parks &~~ Community Services Department offers a wide variety of recreation, sports and cultural activities, senior programs, services, and events for all age groups. The ***Public Works*** Department is ~~also~~ responsible for maintaining the parks and recreation facilities within Buena Park.

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The City ~~currently~~ has approximately ~~96.1~~ ***112.66*** acres of parkland. ~~The~~ ***Community Services*** ~~Department~~ operates and the ***Public Works Department maintains*** ~~11~~***13*** parks, one Community ~~Recreation~~ Center***, an Event Center,*** ~~and~~ Senior Center, ~~one~~ Community Gymnasium, and a community garden; refer to Table OSR-1, Parks and Recreation Facilities, and Exhibit OSR-1, Parks and Recreation Facilities, for information on the facilities provided at each location.

EXISTING

Table OSR-1
Parks and Recreation Facilities

Facility Name/ Location	Acres	Ball Fields	Basketball Courts	Play Area	Community Center	Handball Racquetball	Horseshoes	Picnic Areas	Restrooms	Senior Center/ Shuffleboard	Swim pool	Tennis Courts	Volleyball	Skate Park	Dog Park
Smith-Murphy Park 5290 Cameron Drive	6.9			X		X		X	X						
George Bellis Park 7171 8th Street	22.5	X		X	X	X		X	X			X			X
Carl Brenner Park 7373 San Rafael	4.5		X	X	X			X	X		X				
William Peak Park 7225 El Dorado Drive	15.8	X	X	X	X		X	X	X		X			X	
Boisseranc Park 7520 Dale Street	20.0	X	X	X	X	X		X	X		X	X			
San Marino Park 6200 San Rolando Circle	6.0		X	X				X	X						
Larwin Park 6150 Ball Road	5.9		X	X	X				X						
John Beat Park 6600 Mt. Shasta Circle	2.0		X	X				X	X						
San Antonio Park 8810 San Francisco Drive	4.5	X		X					X						
Ehlers Community Recreation Center 8150 Knott Avenue	6.0				X				X	X					
Lindbergh Mini Park 4th Street & Stanton Avenue	1.0			X											
Images Park Pacific & Rostrata Avenue	0.5			X											
Buena Park Junior High School Community Gymnasium 6931 Orangethorpe Avenue	1.0		X						X				X		

Source: City of Buena Park Website, accessed February 10, 2009.

PROPOSED

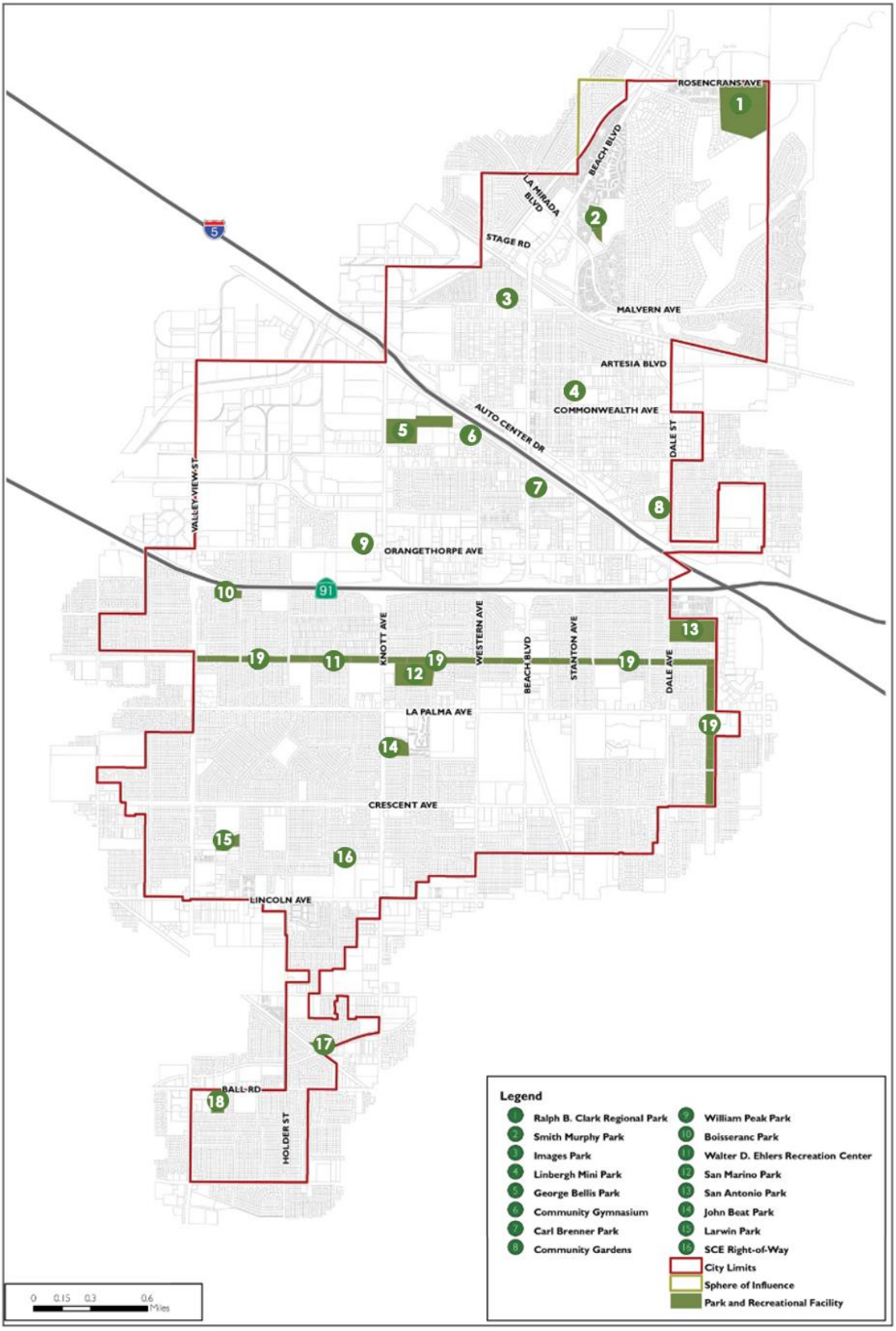
TABLE OSR-1
PARKS AND RECREATION FACILITIES

PARK NAME	ACRES	BALL FIELDS	BASKETBALL COURT	COMMUNITY BUILDING	COMMUNITY GARDEN	DOG AREA	EXERCISE/FITNESS STATION	GYMNASIUM	HANDBALL COURT	HORSESHOE PIT	OPEN PLAY AREA	PARKING LOT (OFF-STREET)	PLAYGROUND	PICNIC SHELTER	RESTROOM BUILDING	SKATEPARK	SWIMMING POOL	TENNIS COURT	PICKLE BALL COURT	VOLLEYBALL COURT	WADING POOL	WALKING/JOGGING LOOP TRAIL
Boisseranc Park 7520 Dale Street	20.00	X	X	X					X		X	X	X	X	X		X	X		X		
Carl Brenner Park 7373 San Rafael	4.50		X	X							X	X		X	X						X	
George Bellis Park 7171 8th Street	22.50	X	X			X	X		X			X	X	X	X			X				
Images Park 5600 Stratford Circle	0.50						X				X		X									
John Beat Park 6600 Mt. Shasta Circle	2.00		X								X			X	X							X
Larwin Park 6150 Ball Road	5.90		X								X	X	X	X	X							X
Lindbergh Mini Park 4th and Stanton Avenue	1.00						X						X									
Rick Gomez Park 7501 8th Street	0.46						X						X	X								
San Antonio Park 8810 San Francisco Drive	4.50	X										X	X		X							
San Marino Park 6200 San Rolando Circle	6.00		X				X		X		X	X	X	X	X							
Silverado Trail Valley View St. to Knott Ave.	22.60				X																	X
Smith-Murphy Park 5290 Cameron Drive	6.90								X		X	X	X	X	X							X
Whitaker Park 8401 Montana Avenue	3.20	X	X				X				X		X	X	X				X			
William Peak Park 7225 El Dorado Drive	15.80	X	X	X			X			X		X	X	X	X	X	X					X

FACILITY NAME
Buena Park Community Center 6688 Beach Boulevard
Community Gymnasium 6931 Orangethorpe Avenue
Ehlers Event Center/ Senior Center 8150 Knott Avenue

Source: 2023 Parks and Recreation Master Plan

EXHIBIT OSR-1



Update Legend on Exhibit OSR-1 to include current landmarks and an updated listing of the City's parks, including the parks and public facilities shown below:

Updated Legend

1. Ralph B. Clark Regional Park
2. Smith-Murphy Park
3. Images Park
4. Lindbergh Mini Park
5. George Bellis Park
6. Rick Gomez Park
7. Buena Park Community Center
8. Whitaker Park
9. Community Gymnasium
10. Carl Brenner Park
11. Community Garden
12. William Peak Park
13. Boisseranc Park
14. Ehlers Event Center/ Senior Center
15. San Marino Park
16. San Antonio Park
17. John Beat Park
18. Larwin Park
19. Silverado Trail

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Facilities at these parks and recreation facilities include children's play areas, athletic fields, tennis courts, volleyball courts, basketball courts, swimming pools, handball courts, ~~shuffleboard~~, a dog park, ***outdoor exercise equipment***, skate park, and other amenities. The public parks range from 0.~~50~~**46** acres to 22.~~5~~**6** acres in size and are generally located within residential neighborhoods distributed throughout the City. Ralph B. Clark Regional Park, located at 8800 Rosecrans Avenue, offers 10~~5~~***4*** acres of additional parkland including baseball fields, bike and hiking trails, playground, tennis courts, and volleyball courts.

In addition to the Ralph B. Clark Regional Park, regional recreational facilities in the surrounding area include La Mirada ***Community*** Regional Park, Craig Regional Park, and ~~Cerritos~~ ***Don Knabe Community*** Regional ~~County~~ Park. Cypress College, a community college west of Buena Park, also provides additional open space and recreational facilities to City residents. Within the City, elementary schools, junior high schools, high schools, and other small campuses provide supplemental recreational opportunities through playgrounds and athletic field areas. One notable site is the Community Gymnasium at Buena Park Junior High School where the City is currently offering various recreational activities and programs through a joint-use agreement, including adult sports leagues, drop-in sports, gym classes for kids, and a summer sports camp.

A number of private youth sports programs are offered in Buena Park including the Buena Park National Little League, ***Crescent*** ~~Buena Park American~~ Little League, Buena Park ***Chargers*** Youth Football ***and Cheer***, Buena Park Girls Softball, and AYSO **Region 54**~~soccer~~. Buena Park is also home to a number of clubs and service organizations***, such as the Boys and Girls Club***.

The Buena Park Senior ~~"Activity"~~ Center, located at the ~~Walter D.~~ Ehlers ***Event*** ~~Community~~ Center~~, has established a mission to "provide the mature adult population in the community with a diverse offering of recreational, educational, social and human service programs in environments which promote a spirit of dignity and limitless potential for later life enrichment." In addition to other services, the Senior Center~~ offers a variety of classes including dance, exercise, arts and crafts, quilting, bingo and basic computer

Aside from the City's public parks, there is limited open space in Buena Park. ***The City of Buena Park entered into a License Agreement and developed amenities on*** ~~Existing open space consists of~~ a linear easement owned by Southern California Edison (SCE) that is located north of La Palma Avenue. ***With this Agreement, the easement, now named Silverado Trail, provides*** ~~The 200-foot wide easement is currently retained as~~ active and passive open space and supports some garden and nursery operations.

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The current General Plan includes a standard of 3.0 acres of parkland per 1,000 persons. Based on the ~~January 2009~~***2023*** population of ~~83,385~~***85,084***, the City is deficient by approximately ~~50~~***32*** acres of parkland.

Ordinance No. 1416, adopted January 8, 2002, requires the dedication of parkland and/or payment of fees in lieu for dedication of parkland based on 3.0 acres per 1,000 persons for new residential development. ***In 2021, the City entered into a License Agreement with Southern California Edison to provide access to an easement for park, public recreation, and community garden purposes.*** One joint use agreement exists for the use of the Buena Park Junior High School gymnasium and a number of the schools allow youth leagues to utilize their fields.

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Policy OSR-2.3:
Upgrade and maintain existing City parks and facilities to properly meet the needs of the community. ***Develop a comprehensive park maintenance plan and landscape standards for public parks and open space, and include the standards within citywide design guideline documents.***

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

OPERATIONS & MAINTENANCE PLAN

As the City shares in its employee handbook, "*The City prides itself in providing top-notch customer service*". This pride and these high expectations are confirmed by the City's Mission Statement: *"The City of Buena Park is dedicated to providing superior, responsive services that improve and enhance the community and its quality of life."*

The Public Works and Community Services Department must work hand-in hand to ensure top-notch customer service is provided with its park maintenance and the operation of the play spaces and facilities in the City's park system.

The maintenance of the City's parks and facilities will be best-served with an operations and maintenance plan. A successful plan must include buy-in from the work teams and must clearly define the program, requirements, schedules, and the action plans of its team. A quality park design and a quality maintenance plan are integral to the City's success. As an example, sports fields designed, installed, and properly maintained with a hybrid bermuda grass are more durable and are better-suited to hold up to the activity on active sports fields. A successful plan will assist the City's operations and maintenance team by establishing a roadmap for the City of Buena Park's success with maintaining these valuable assets.

In today's consumer-oriented society, park guests are focused on the end product or service and not particularly concerned with what needs to be done and how frequently it needs to be done to provide well-maintained and attractive community facilities, amenities, and park spaces. Maintenance standards need to focus on outcomes from the standpoint of the recreation users and may be supported with training and information on processes (what needs to be done) and outputs (how frequently particular maintenance functions need to be done) to achieve desired outcomes.

An operations and maintenance plan is a living document that must be reviewed, updated, and evaluated throughout the year. A quality plan will support the City and improve its process to identify, justify, and prioritize the maintenance and work efforts needed for its parks, play spaces, and community centers.

A dedicated team of contract professionals and a dedicated in-house team in the Public Works Department maintain the City's parks and facilities. In our tour and assessment, the consultant team found well-maintained park areas and other park areas that need immediate attention.

The Community Services Department provides a variety of programs and services, and manages the City's parks with maintenance support from its Public Works Department. It is critical for the departments to work together and communicate. As an example, the program and permits team must work in collaboration with the maintenance team to ensure success. Unlimited resources and exceptional maintenance practices cannot succeed with an overscheduled or mismanaged sports field. Similarly, a new or resurfaced tennis, basketball, or other sports court surface can be damaged and will decline quickly with activities not appropriate for the court surfacing, such as skateboarding, roller hockey, and activities with participants not wearing appropriate footwear.

The observations of our consultant team were mixed with some positive and some not so positive observations. The City has an in-house maintenance team supported by contract maintenance service providers, such as Merchants the City's landscape maintenance provider.

Some of the common themes, observations, and concerns included deficiencies with turf maintenance, sports court surfacing, and fencing. During interviews with the maintenance team, staff expressed an interest in additional personnel to keep up with the demand. It is often difficult to identify an adequate number of maintenance personnel to address all of the maintenance needs, but it can also be challenging to ensure the work product of contractors is properly completed and completed to the standards and expectations of the City and community. As staff evaluate opportunities to raise the bar, we recommend evaluating opportunities to work smarter, not necessarily harder. With this said, we would recommend evaluating opportunities to add basic manpower tasks to existing contractors.

Utilizing contract personnel for routine tasks such as daily trash and waste removal, and power blowing of hardscape areas is simple for a contractor to manage, but more important – it is easy for the City to ensure the tasks was properly completed. Contractors can often add manpower at lower costs than costs for public agencies adding personnel. This strategy would allow existing City personnel to be used for more involved projects and work detail, and to ensure work completed by contractors is completed to the City's requirements and expectations.

The City is in the process of implementing a Computerized Maintenance Management System (CMMS) with Mobile MMS from Websoft Developers. This CMMS will provide a valuable tool for the maintenance team. The City has not evaluated or implemented a lifecycle management program for its amenities and the assets in its park system.

As time permits, the City is encouraged to populate its CMMS software with scheduled, planned, and programmed maintenance. As an example, a recurring workorder can be placed in the system to alert staff when it is time to 1) replace the pour-in-place playground surfacing; 2) resurface the City's sports courts (tennis/basketball); 3) inspect sports field lighting; and 4) to inspect the City's irrigation system. These programmed or scheduled work orders can also include staff alerts when it is time for a contractor to complete specific work tasks. These reminders will assist staff in monitoring, assessing, and documenting the work product and performance of its contractors.

Buena Park Parks Maintenance Budget

DESCRIPTION	ADOPTED BUDGET 22/23	ADOPTED BUDGET 21/22	ADOPTED BUDGET 20/21	ADOPTED BUDGET 19/20	ADOPTED BUDGET 18/19
SALARIES & BENEFITS	$1,129,490	$1,066,070	$1,010,670	$988,780	$801,730
MAINTENANCE & OPERATIONS	$1,986,960	$1,881,290	$1,800,530	$1,598,700	$1,617,780
EQUIPMENT	$16,000	$8,720	$10,900	$12,190	$12,190
TOTAL BUDGET	**$3,132,450**	**$2,956,080**	**$2,822,100**	**$2,599,670**	**$2,431,700**

The table above provides a breakdown of the Parks Maintenance Budget for the past five years. During this time period, the Budget has increased by nearly 29%, with an average annual increase during that time span nearing 5%. The personnel salaries and benefits were the most significant with an increase nearing 41% from FY 18/19 to the FY 22/23 Budget.

Purpose of a Maintenance Management Plan

It is important for the City of Buena Park to evaluate, analyze, and to understand all of the ongoing costs associated with its public spaces. Understanding an agencies total cost for the maintenance of its parks, amenities, and public spaces begins with a quality maintenance program, but there are many vital steps needed to ensure success.

A quality maintenance program for parks, buildings, and a community's assets requires a plan, a team, a schedule, and a program. Understanding all of the maintenance needs for a park includes the specific needs, expectations, and the preventive maintenance necessary for each asset or amenity within a park. For example, an asset with an expected lifespan of 15-years, will typically require following the manufacturer's recommended maintenance practices to reach this projected lifespan. A replacement plan should be proactively established with funding ready for its replacement at 15-years.

It is not uncommon for agencies to install a beautiful new amenity in a park and to move on to the next project without considering the ongoing maintenance needs, the expected lifespan, and to create a strategy for replacement of the amenity at the projected and expected end of its lifespan. As agencies fall behind, the maintenance team has more work than they can handle and simply react to and address one failing amenity after another.

Managing and tracking these maintenance needs is important and can be completed with a CMMS or other scheduling, tracking, or data base-oriented software. There are a number of CMMS software packages available that were designed for this specific purpose. They can provide a schedule, work orders, and can track completed work, but they require a plan and the collective efforts of the entire team. As shared earlier, the City of Buena Park is in the process of implementing a CMMS to manage and tracks its maintenance work orders with Mobile MMS, a software application provided by Websoft Developers, Inc.

These CMMS applications provide the maintenance and operation team a central repository for all maintenance data; however, the quality of the application's output is directly correlated to the quality of the input. As a simple example, the applications are more helpful when they are used proactively to schedule all of the necessary, anticipated, and the ongoing maintenance tasks.

These tools and applications require buy-in from the entire team. If properly setup and utilized, the CMMS will include detailed information about each park and each of its critical assets and amenities. A CMMS allows maintenance managers to monitor the data in real-time while using historical data to analyze and improve their maintenance performance. Optimizing inventory and procurement systems are additional benefits from using CMMS software. CMMS applications typically include features that managers can use to schedule maintenance activities, order supplies, issue requests, prepare reports, and to project financial needs for maintenance and the Budget.

The lifespan and maintenance needs of an asset or amenity will vary largely due to its activity and use. More use on a soccer field or a tennis court will directly impact its maintenance needs and its expected useful lifespan. This is where it is important for the maintenance team and the programs/permits team to work together.

Examples include establishing a number of acceptable hours for the scheduled use of a soccer field, training staff in Community Services on required work tasks when the maintenance team is not present. Examples of a work task include when a field should be closed during inclement weather, what can be done to assist the maintenance team on a rainy day, dragging fields between games on weekends, and work tasks for the pitcher's mound before closing a baseball field for the night.

Preventive maintenance, scheduled, and planned maintenance is necessary with every asset. As we all know with our personal automobile – our car needs an oil and filter change, and it needs its tires and windshield wipers checked/replaced at a specific date and/or number of miles. Neglecting replacement of tires or windshield wipers can create safety concerns, while neglecting oil changes and filter replacements can create premature failure of the engine and other vital components in the car. Similar examples are present for our public parks and amenities. The cost to purchase an asset or amenity is only a start with understanding the total cost of ownership.

Just as it is with a personal automobile, we need a big picture view of an asset and its costs over the lifespan, from purchase to disposal, and replacement. These costs include scheduled service, repairs, maintenance, refurbishment, and planned replacement. If this assessment is done well, it will improve the City's understanding of the ongoing direct and indirect costs of these assets, and will help the City make more informed financial decisions in the future. The assessment of these costs provides a tool to assist the City in using limited resources more effectively, with more emphasis on preventive maintenance rather than reacting to asset failures. Focusing on preventive maintenance will result in less disruptions and fewer expenses due to asset failures.

Prioritizing, scheduling, and planning for these preventative maintenance tasks will help the City remain operational, maintain safety in its parks, and will help the City with its planning and budget.

RECOMMENDED MAINTENANCE PERFORMANCE STANDARDS

The following provides recommendations and performance standards for park maintenance. As shared earlier, any performance standards or operating procedure should be considered a living document that must be reviewed, updated, and evaluated throughout the year. Adopted standards and a quality plan will support the City and improve its process to identify, justify, and prioritize the maintenance and work efforts needed for its parks, play spaces, and community centers.

TURF MAINTENANCE

1. All turf areas shall be mowed once per week. The schedule for each park shall ensure mowing is complete on the same day of the week.

2. All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with each mowing.

3. Cutting heights shall be adjusted according to the type of grass in accordance with the following:

Grass Type	Schedule	Cutting Heights
Fescue Blends	June through September	3"
Fescue Blends	September through May	2"
Bermuda	Year Round	1"
Rye	September through May	2"

4. All warm-season grasses such as Bermuda shall be mowed with a power–driven reel type mower. Fescue may be mowed with either power–driven reel type or rotary type mowers. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

5. All mow directions shall alternate on a week-to-week basis regardless of topography.

6. Glass, leaves, paper and other debris shall be removed and disposed of off-site prior to mowing.

7. Portable obstructions such as picnic tables, trash containers, and soccer goals shall be moved in order to mow all portions of turf.

8. All turf shall be irrigated as needed to maintain adequate growth and appearance.

9. A regular program of "hand removal" or "mechanical removal" and mulch applications shall be used to control weed growth. If necessary, the program shall be supplemented by a regular program of pre-emergent/post-emergent "chemical application" of noxious weeds or grasses if physically or productively possible.

    a) Chemical control of broadleaf weeds shall be employed as often as necessary to maintain turf areas in a "weed free" condition.

    b) In addition, turf grass areas shall be treated as follows:
        - Between January 15 and February 15, pre-emergent crabgrass control compound (such as Dimension 270-G) shall be applied to all areas. The product application shall be placed at the highest rate per label to control the broadest number of weeds in the turf.

        - Between November 1 and November 30, a broadleaf pre-emergent weed control compound (such as Dimension 270-G) shall be applied to all areas. The product application shall be placed at the highest rate per label to control the broadest number of weeds in the turf. Applicator shall follow all instructions as described on the manufacturer's product label.

        - Twice per year, a broad-spectrum fungicide (such as Insignia or Tekken) shall be applied at the manufacturer's recommended coverage rate in December and June. All fungicides shall be rotated by use for future efficacy and managing resistance.

10. Pesticides shall only be applied under the supervision of persons possessing a valid California Pest Control Operators license in the appropriate category.

11. All turf areas shall be fertilized four (4) times per year (March, May, July and October). Turf shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All fertilized areas shall be thoroughly soaked immediately after the fertilizer broadcast.

12. All Fescue blended, Hybrid Bermuda blended, and Kikuya blended turf areas shall be de-thatched when the turf exhibits an accumulation of heavy thick thatch. De-thatching shall be accomplished by use of a "vertical cut type" de-thatch machine. All thatch and debris shall be picked up and disposed of prior to the end of the workday.

13. All Fescue blend turf areas shall be aerated two (2) times per year, once between February 15 and March 15 and one between September 1 and October 1 immediately following de-thatching and prior to overseeding (note… overseed the following day).

14. All sports turf areas shall be aerated five (5) times per year, once during Spring Recess, once beginning of Summer Recess, once prior to end of Summer Recess, once during Thanksgiving Recess, and once during Christmas Recess.

15. Aeration shall be accomplished by removing ¾" diameter by 3" deep cores at a maximum spacing of 6" by use of a mechanical aeration machine. Aerate entire area, first from east to west, then repeat north to south.

16. Fescue Turf Areas: All cores should be processed with mechanical mowers within 24 hours.

17. Sports Turf Areas: All cores shall be removed from the sports turf and disposed of by the end of the workday. Turf Sweeper/Power Vacuum should be used to pick up and remove all aeration plugs.

18. All irrigation heads, valves, quick couplers and other improvements that can be damaged by the aeration operation shall be flagged and/or protected prior to starting.

19. Overseeding: All common and park turf areas (all areas that are fescue blend and Kikuya turf) shall be overseeded immediately (within 24 hours/the next working day) after aeration once per year from September 1 to October 1.

20. Sports Turf Interseeding: All sports turf shall be interseeded in two (2) cross directions. Interseeding shall take place the Monday after Thanksgiving and be completed by Christmas.

21. All seed used in interseed/overseed operations shall be Perennial Rye (Stovers VIP, Pennington Smart Seed Pro, or equal). Seed shall be applied at a rate of 10 lbs./1,000 sf. Seed quality shall meet the following criteria.

    a) Minimum purity shall be 98% weed free for all grasses.

    b) Minimum germination rate shall be 85% for all grasses.

22. All seeding equipment shall be calibrated to deliver the desired seeding rate for the specific species or seed mixture to be used prior to each overseeding operation.

23. Once the seed has been applied, apply periodic supplemental irrigation to ensure seed germination. Supplemental irrigation shall continue until 90% of all seed has sprouted and is in a vigorous state of growth.

24. All bare, worn, or sparse areas in the turf shall be reseeded to reestablish turf to an acceptable condition annually between February 15 and March 15 and between April 1 and April 30 in all other areas.

25. Reseeding shall be performed in accordance with the following criteria:

    a) All areas reseeded shall be raked or verticut to remove all thatch and to provide a rough (scarified) seedbed suitable for seeding.

    b) Seed shall be of a type to match existing turf and applied at a rate of 10 lbs. of product per 1,000 square feet.

    c) Grass seed shall be applied at the rate specified on the label for the type of seed being used for reseeding. Seed quality shall meet the criteria provided in 21 a) and b).

    d) All seeding equipment shall be calibrated to deliver the desired seeding rate for the specific species or seed mixture to be used prior to each reseeding operation.

    e) Once seed has been applied, cover all seed and firm the soil with a water ballast roller either empty or partially filled depending upon soil conditions. Seed shall then be lightly covered with an organic seed topper to prevent erosion and reduce evaporation of soil moisture.

26. Fall common turf renovations shall begin on September 1 and should be completed by October 1. The sequencing of the work shall be de-thatch, aeration, and overseeding, in that order.

27. Top Dressing: All sports turf areas shall be top dressed once per year typically June 1 through mid-August. All top dressing shall encompass the entire athletic playing surface.

28. Verticutting: All sports turf areas shall be verticut every one to two years as needed for turf with an accumulation of heavy thick thatch.

    a) The vertical cutting shall encompass the entire athletic playing surface.

    b) The vertical cutting machine shall be hydraulically or P.T.O. driven from the attached tractor with fixed 1/8" thick, 12" diameter, 8 to 10-pointed slicing blades spaced a maximum of 2" apart.

    c) All debris shall be picked up and disposed of at end of the workday with a Turf Sweeper or Power Vacuum. Note: Mulching/recycling mowers or mowers equipped with vacuums shall not be utilized for this purpose.

    d) All irrigation heads, valves, quick couplers, and other improvements that can be damaged by the verticutting operation shall be flagged and/or protected prior to starting.

29. Sod Renovations: Sports turf sod renovations may be required on all turf areas, some areas of the field, or as patch work throughout the year. Typically, renovations of soccer fields shall be completed June 1 – August 15 and baseball fields shall start the Monday after Thanksgiving and be complete and ready for play on February 1 each year.

    a) Sod Materials – All sod areas shall receive soil amendments and fertilizers for sod as needed to establish the new sod and to promote healthy growth and appearance. The use of a mechanical track or rubber turf tire machine will be required to place this product.

    b) Finish Grading – Prior to beginning the grading operation, sod-cut the area to be worked on to the minimum thickness of the new sod. This may require the actual removal of sod and soil at the same time. All sod and soil shall be removed from the site to a legal authorized dump site.

    Before any planting operations start in any area, all trash and deleterious materials on the surface of the ground shall be removed and disposed of. After completion of fine grading and prior to soil preparation, the installation shall adhere to the Agronomic Soils Test and Report recommendations as required or what is shown above, except for the minimums specified herein.

Turf areas shall be graded so that after cultivation, amendment and settlement, the soil shall be 1" below the top of curb, walks, existing turf areas etc. All flow lines shall be maintained to all for free flow of surface water. Displaced material which interfaces with drainage shall be removed and placed as directed. Low spots and pockets shall be graded to drain properly.

All turf planting areas shall be cultivated until the soil is brought to a loose friable condition to a minimum depth of 6". Note: The final depth of the loose soil shall be 6" after rolling and light compaction. Remove all rocks and debris 1" or larger in size. Evenly distribute soil amendments and fertilizers. Thoroughly incorporate into the upper 6" (minimum) of soil with mechanical tiller.

All planting areas shall be finish graded in accordance with the standards above. Finish grades shall be graded to ensure settlement does not affect the grade at the end of the project maintenance period.

c) Sod Installation – Grade smooth all surfaces where sod is to be placed. The soil surface shall be 1" below adjacent curb, gutter, walks, existing turf, etc. after settling. Roll lightly with a sod/landscape roller and fill in all soil depressions compact to bedding. The lightly compacted depth shall be 6". DO NOT use roller designed for use of compacting aggregates or asphalt concrete.

Soil shall be at established grade, smooth, and moist before sod placement.

Begin sod installation immediately after delivery. As sod is rolling off the installation equipment remove all nylon mesh backing. Start laying sod along a straight edge such as a sidewalk, driveway, curb, etc. Butt joints tightly together, do not overlap. All joints to be staggered. Use a sharp knife to cut and shape around curves, trees, and borders. Do not bend sod to fit.

After sod installation, the area shall be rolled to eliminate depressions and lower rills. This operation will also lightly compact the sod.

The final sod product shall be uniform in grade. All edges shall be even and tight. The sod shall be green and vigorous in growth. In all edge areas that are not even and tight, apply a fine top dressing of sand uniformly to all exposed edges and gaps.

d) Watering – Water shall be applied within 30 minutes, even if the sod placement is not complete. Complete initial watering when there is saturation of the top 6"-8" of soil.

Apply water in sufficient quantities and as often as seasonal conditions require to keep the sod wet at all times, well below the root system of the sod.

e) Final Rolling – Watering shall be decreased or ceased for this operation. DO NOT perform this work in this section on a wet or saturated turf field.

Prior to opening of the field(s), roll the entire surface with a 1-Ton Steel Roller to provide a uniform and smooth play surface.

SHRUBS/GROUNDCOVER MAINTENANCE

1. All shrubs/groundcover areas shall be maintained to promote healthy growth and appearance of the plant material.

2. A regular program of "hand removal" or "mechanical removal" and mulch applications shall be used to control weed growth, if necessary, supplemented by a regular program of pre-emergent/post-emergent "chemical application" of noxious weeds or grasses if physically or productively possible.

   a) A broad spectrum pre-emergent weed control shall be applied twice each year, once in April and once in September, to all shrub and groundcover beds. This includes all irrigated/non-irrigated natural groundcover areas.

   b) A post-emergent weed control shall be applied as needed in all irrigated/non/irrigated natural groundcover areas.

   c) A 3" minimum layer of mulch groundcover as a weed control shall be applied concurrently with the mulching process as described in Section 63.4 D in all irrigated/non/irrigated natural groundcover areas.

3. Weeds and grasses shall be removed from all planted areas within seven (7) days from the time that they are first visible. Methods for removal shall be hand removal or cultivation, dependent upon planting concentration.

4. When necessary, non-restricted materials shall be used to perform weed control in shrub and groundcover areas.

   a) Prior to application, a licensed Pest Control Operator shall read product

humans, domestic and wild animals inherent with the use of the chemical and to address all contact prevention measures to ensure contamination of these areas is avoided.

b) Prior to application, a licensed Pest Control Operator shall read product label, to identify weed pests in area to be sprayed and identify potential environmental hazards such as waterways, eating and food preparation areas, sensitive ornamental, and production agricultural sites, and to take all precautionary measures necessary to ensure contamination of these areas is avoided.

c) Prior to application, a licensed Pest Control Operator shall read product label, to identify all personal protective equipment required for employees to handle the pesticide to ensure employee safety and protection.

5. All shrubbery shall be trimmed, shaped, and thinned every 30 days.

a) Full Slope Prune/Trim: All slope shrubs shall receive a full pruning/trimming semi-annually between September 1 and October 1, and March 1 and April 1. Slope shrubs should be pruned/trimmed to maintain desired height, as directed by the City Representative.

b) All shrubs aligning the hardscape edge shall be shear-cut at a 45° angle. Note: Vertical 90° cuts are not acceptable.

c) Power hedge shears shall be used for cutting of all shrubs. Note: Line trimmers shall not be utilized for cutting purposes.

d) Shrubs and groundcover shall be trimmed to restrict growth or encroachments on sidewalks, trees, shrubs, trails behind curbs, and from private property. In addition, all shrubs and groundcover shall be trimmed to maintain horizontal clearance 12" behind walkways, trails, and roadways to prevent encroachment onto private property and to remove dead, damaged or diseased limbs as necessary.

e) Pruning Procedures
- All cuts shall be made sufficiently close, flush, if possible, to the parent stem so that healing can readily start under normal conditions.
- All limbs over 1" or greater in diameter shall be undercut to prevent splitting.

- All shrubs aligning paths, curbs, gutters, property lines, etc. shall be cut at a 45° angle starting at 12" – 18" from path, curb, and/or gutter/edge. NOTE: Vertical 90° cuts are not acceptable.

- A minimum of 12"–18" and a maximum of 36" clearance shall be maintained of shrubbery away from all adjacent private property (walls, fences, etc.).

- A maximum height of 36" shall be maintained of all shrubbery that is immediately adjacent to private property (wall, fences, etc.).

- All plant material shall be removed from all private property that is encroaching onto public property.

- All equipment utilized shall be clean, sharp and expressly designed for shrub pruning.

6. All leaves shall be raked from under the shrubs after each pruning.

7. Mulching: All irrigated, non-irrigated, and bare groundcover areas shall have a uniform mulch layer throughout for erosion control, weed control, and moisture control.

   a) All groundcover mulch shall be 0"-2" forest floor mulch laid uniformly 3" minimum thick. All mulch to be approved by City Representative prior to application.

   b) All groundcover mulch shall be applied two (2) times per year, once in April and once in October.

8. Fertilization: All shrubs/groundcover shall be fertilized to promote healthy growth and appearance of the plant material. Area shall be free of moisture at the time of application. Application shall be completed in sections, determined by the areas covered by each irrigation system. All fertilized areas shall be thoroughly soaked immediately after the fertilizer is broadcast.

RODENT/PEST CONTROL

1. All turf, trees, and landscaped areas shall be maintained free of rodents to include gophers and ground squirrels and pests to include but not limited to snails, grubs, sow bugs, aphids, adelgids, caterpillars, scales, etc., that could cause damage to any plants, shrubs, groundcover, trees, irrigation systems, facilities, or cause erosion.

2. All methods to perform Rodent/Pest Control shall conform to all Federal, State and County environmental regulations.

3. Rodent Control shall be performed in accordance with the following criteria:

   a) All rodents to be controlled shall be identified and feeding habits determined prior to treatment.

   b) All mounds shall be raked level a minimum of twenty-four (24) hours prior to treatment.

   c) Soil shall be checked in the area to be treated to ensure proper soil moisture exists prior to treatment with treated baits.

   d) All treated bait, traps and gases used to control rodents shall be placed in the tunnel. Traps shall be covered with soil once inserted in the tunnel, to prevent vandalism and to ensure public safety.

   e) Any and all spilled bait shall be picked up or buried immediately.

   f) All bait containers and/or applicators shall be of the type that will minimize spills.

   g) All treated areas shall be inspected for dying animals after treatment. Remove all dying animals and/or carcasses, and dispose of them off-site prior to the end of each workday until area no longer requires further treatment.

4. Pest control shall be performed in accordance with the following criteria:

   a) All insect pests to be treated shall be identified and life stage determined prior to treatment.

   b) All areas which may be adversely affected by chemical treatment operation shall be identified (i.e., ways, food preparation sites and eating areas, and agricultural production areas) and all precautionary measures necessary shall be taken to prevent contamination of these areas.

   c) All pesticides shall be applied in accordance with the label recommendations and shall be applied to infested plants only.

TREE CARE

1. Trees (less than 5 years old) to be structurally pruned as needed for proper health and shape of the tree.

2. Newly planted trees shall be properly staked utilizing 3-inch stakes. Trees shall be supported by double-staking with cinch ties applied at the lower and upper portions of the trunk and inspected on a regular basis to prevent rubbing and girdling. Cinch ties or VIT braces shall be used to prevent bruising.

3. Trees (5 year and older) to be pruned as needed for structural health and safety; pruning shall include removal of dead and damaged branches, thinning of canopy or required aesthetics. Branches shall be pruned as needed to maintain an 8-foot clearance over sidewalks and 14 feet clearance over bicycle lanes and streets. No more than ¼ of the foliage may be removed at any single pruning.

4. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.

5. Pruning criteria:
   a) Initial step shall include removal of all deadwood and weak, diseased, insect infected, and damaged limbs.

   b) All trees shall be pruned for vertical and horizontal clearance.

   c) All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline.

   d) All trees shall be thinned of smaller limbs to distribute the foliage evenly.

   e) All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.

   f) All suckers and sprouts shall be cut flush with the trunk or limb.

6. All trees shall be inspected and thinned as needed to prevent damage during wind storms.

7. A regular program of "hand removal" or "mechanical removal" shall be used to control weed growth; tree wells shall remain weed free.

8. All pest control measures shall be complete by recommendation of a Pest Control Operator and recommendation of an ISA certified Arborist. Control of aphids and other seasonal pests shall be removed in a timely manner to prevent health or aesthetic problems with neighboring residences.

9. Fertilization: Young, rapidly growing trees should be fertilized annually to promote rapid establishment. Mature trees may need fertilization every two or three years to maintain foliage color, healthy growth, and appearance.

PICNIC SHELTERS, GAZEBOS AND RESERVATION SPACES MAINTENANCE

1. All structures shall be inspected daily and maintained in a neat, clean and safe condition at all times.

2. Immediately address closing of facilities, which are not safe for public use.

3. Structures shall be graffiti-free. Graffiti shall be removed within 24 hours of discovery.

4. Picnic tables, benches, outdoor cooking receptacles, and other similar amenities shall be clean, in good working order, and safe for use at all times.

5. All reservation spaces shall be inspected daily and shall be inspected before each scheduled reservation to ensure the site is customer ready.

IRRIGATION SYSTEM MAINTENANCE

1. The entire irrigation system, to include all components from connection at meters, shall be maintained in an operational state at all times. This coverage applies to all controllers and remote-control valves, gate valves and backflow devices, main and lateral lines, irrigation pumps, sprinkler heads, and moisture sensing devices.

2. All irrigation systems shall be tested and inspected a minimum of once per week for sports fields and bi-weekly for all other irrigation and in accordance with the following:

   All systems shall be adjusted in order to:

   a) Provide adequate coverage of all landscape areas;

   b) Prevent excessive runoff and/or erosion; and

   c) Prevent watering roadways and facilities, such as tennis, basketball, or handball courts, walkways, parking lots, trails, fences and private property.

3. All irrigation systems shall comply with State and local laws regarding backflow prevention and protection of the public water system.

4. In addition to weekly and bi-weekly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported, daily, if necessary.

5. Irrigation controllers shall be programmed according to the specific site conditions to promote proper plant health and growth.

6. Irrigation shall be accomplished after hours. Irrigation system testing shall occur when park areas are not in use.

7. Broken heads and lateral lines shall be repaired within 48 hours after work is approved by the Department. Mainline breaks shall be secured as soon as they are discovered/reported. Mainline breaks shall be repaired within 72 hours after work is approved by the Department. Irrigation valves shall be repaired or replaced within 96 hours after work is approved by the Department.

8. Special emphasis shall be placed upon public safety during irrigation repair operations. When excavation and digging are required for repair of irrigation lines, plywood and other safety barriers shall be used to maintain public safety. Such holes shall remain open no longer than 96 hours unless approved by the Department.

GENERAL PARK MAINTENANCE

Applies to all hardscape and softscape maintenance areas.

1. All areas shall be inspected daily and maintained in a neat, clean and safe condition at all times.

2. All animal feces or other materials detrimental to human health shall be removed from the park daily.

3. All broken glass shall be removed daily.

4. All areas shall be raked, swept or blown to remove leaves and debris daily.

5. All sand and wood chip areas abutting maintained areas shall be cleaned when dirtied by maintenance operations and at other times as required.

6. All play/sports equipment, bleachers, benches, tables, drinking fountains, trash cans, gates, rails, posts, fences, barbeques, gazebos, signs and all other park amenities, shall be monitored for vandalism, safety hazards, and serviceability daily. Deficiencies shall be addressed to ensure patron safety and reported.

7. All right-of-way sidewalks, curbs, and gutter are City property and shall be included with all inspections and maintenance efforts.

PLAYGROUNDS, SPORTS COURTS, SPLASH PADS, AND OTHER PARK AMENITIES

1. All playgrounds, sports courts, splash pads, water features, and other park amenities shall be visually inspected daily.

2. Trash cans shall be emptied daily, and washed when necessary.

3. All areas shall be maintained debris and weed-free.

4. All sand and wood chips shall be inspected and raked level daily by 10 a.m.

5. All tot-lot rubber safety surfacing and play equipment shall be swept/blown free of all debris daily by 10 a.m.

6. A complete playground inspection shall occur at least two times each month. All inspections shall be completed under the supervision of a Certified Playground Safety Inspector by an employee who has completed Playground Safety Inspector training. Complete safety-related repairs immediately and initiate other repairs within 24 hours of discovery.

7. During the first week of every month, all sand areas shall be rototilled, and wood chips (Engineered Wood Fiber) shall be raked to the maximum depth that will allow complete loosening of the sand/wood chips.

8. Sand and wood chips (Engineered Wood Fiber) shall be replenished as necessary to maintain optimum level of material in each area, generally level to six (6) inches below the top of the concrete curb. Depth of material may be dependent upon play equipment footing and final level shall be determined by the maintenance team. Replacement playground sand shall be at least equivalent to washed and screened plaster sand (standard designation of rock product suppliers to denote a type and cleanliness of sand) for playgrounds. Replacement wood chips shall be "playground chips" appropriate for safe play in and around playgrounds.

9. Splash Pads/Water Features: Water chemistry/sanitation levels shall be tested in accordance with County and State Public Health Department standards.
10. Timers shall be set for optimal use with water conservation in mind.

11. Water feature structures shall remain graffiti-free. Graffiti shall be removed within one day of discovery.

12. Park Drainage: All concrete "V" drains and other drainage facilities, to include drains under sidewalks, shall be kept free of vegetation, debris and algae to allow unrestricted water flow. "V" drains shall be cleared a minimum of once per year and completed by October 15 annually.

13. Intensive inspections and clean up shall be completed prior to and after each storm event.

    a) All V-drains shall be maintained in a debris-free condition.

    b) All V-drains shall be continuously cleared of all overgrown vegetation.

    c) All V-drains shall be continuously monitored for separations and structural failures.

    d) All other drainage facilities shall be cleared of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the department office.

SPORTS FIELD/COURT LIGHT MAINTENANCE

1. Park staff scheduled in the evenings shall inspect the working condition of all park lights monthly. Inspection includes recording all inoperable lamps and shall include a light meter reading with recording of the footcandle readings in key areas of each field and court.

2. Inspection records shall be immediately forwarded to the City's maintenance team.

TENNIS, BASKETBALL, AND SPORTS COURTS

1. Court surfacing will require professional repairs and resurfacing every four to eight years. The amount of use, types of use, and ongoing maintenance practices will directly impact the expected lifespan.

2. Court surfacing shall be blown free at least once per week and as needed following winds and inclement weather. Courts shall be properly washed at least once per month, as needed. Court surfacing shall be free of leaves, grit, and other debris to ensure an attractive safe playing surface. Participants using shoes with marking soles should be prohibited and enforced by park staff.
3. Court surfacing with a higher sand base will last longer than a court surface with a lighter sand base.

4. Nets shall be set at correct playing height and free of tears or holes.

5. Backboards, rims, nets, fences, windscreen, and gates shall remain in good repair.

6. Monitor and adjust irrigation to ensure water does not reach court surfaces.

COMMUNITY CENTERS/BUILDINGS/CONCESSION STANDS

1. Inspection of overall maintenance of facility shall occur daily.

2. Floors, countertops, sinks, and restroom amenities shall be cleaned daily.

3. Windows shall be cleaned as needed, with buildings receiving a comprehensive window cleaning at least two times each year.

4. All buildings shall be graffiti-free, and graffiti shall be removed within one day of discovery.

5. Food handling areas shall remain in compliance with County and State Public Health Department requirements and standards.

6. Stored items shall be stored safely and shall not block access to fire extinguishers, pull stations, light switches or exit routes.

7. Roofs, and roof vents shall not leak and shall remain operable and free of limbs, litter, and debris.

8. Exterior surfaces shall be free of holes, gaps, and peeling paint.

9. Lighting fixtures and electrical outlets shall be in proper working order and timers set per schedule or activated by photocell.

10. The Maintenance Department shall be notified of all problems within 24 hours of discovery.

RECOMMENDED ANNUAL WORK PLAN

Maintenance tasks shall be completed consistent with the Performance Standards. The core tasks are provided below for daily, weekly, bi-weekly and monthly maintenance tasks.

DAILY TASKS

1. Park Inspections consistent with Performance Standards;

2. Daily Inspections include park grounds and landscape, park amenities and playground safety inspections, vandalism and graffiti;

3. Park Opening and Closing Checklist; and

4. Pick up litter and empty containers at least once daily, and during/following special events.

Weekly Tasks

1. Mow and edge turf consistent with Performance Standards;

2. Complete irrigation inspections and testing on sport fields consistent with Performance Standards; and

3. Complete inspection of park grounds for invasive plants, and remove/treat per Performance Standards.

BI-WEEKLY TASKS

1. Complete irrigation inspections and testing on common turf areas consistent with Performance Standards Inspect and remove debris/organic material from drain covers twice monthly, and prior to/immediately following inclement weather; and

2. Complete playground safety inspections at least bi-monthly per Performance Standards.

MONTHLY TASKS

1. Complete an inspection of all sports courts and address safety concerns;

2. Complete an inspection of all hard and soft surface trails for erosion and other safety hazards;

3. Complete an inspection of all park lighting systems;

MONTHLY TASKS (continued)

4. Complete an inspection of park grounds for "V" drains and other drainage facilities consistent with Performance Standards; and

5. Check park grounds for rodent/pest activity and respond consistent with Performance Standards.

SEMI-ANNUAL TASKS (2-3 TIMES ANNUALLY)

1. Complete inspections of all fences, gates, and bollards at least twice annually; and

2. Deep-clean/ power wash park amenities such as drinking fountains, restrooms, concrete and walkways near high traffic areas.

ANNUAL TASKS

1. January: Audit each playground to ensure compliance with the current version of ASTM Performance Standard F1487 and the Consumer Product Safety Commission "Handbook for Public Playground Safety."

2. February: Complete inspections and deep cleaning of concession facilities prior to opening of the spring sports season. Items to address include the following:

    a) Facilities deep-cleaned, wiped down, and sanitized;

    b) Concession appliances inspected for compliance;

    c) Concession lighting inspected and repaired;

    d) Inspect facilities for rodent/pest activity and address as appropriate;

    e) Food service operating permits secured before opening; and

    f) Clean and sanitize concession supplies before opening.

3. February: Clean and restock trash receptacles, as needed, to address increased usage near baseball and softball fields.

4. May/June: Begin the scheduled turf renovations of sports fields in preparation of the fall sports season. Establish a renovation schedule in conjunction with Community Services in December to begin with soccer fields. The renovation schedule should conclude with baseball/softball fields starting the work at the end of baseball/softball post-season.

ANNUAL TASKS (continued)

5. September: Complete inspections, clean up, and clearing of all "V" drains consistent with Performance Standards.

MISCELLANEOUS TASKS

1. Turf, shrub, and tree weed/pest control, fertilization, aerifying, dethatching, verticutting, pruning, and trimming shall be completed as recommended in the Performance Standards.

CITY OF BUENA PARK
PARKS AND RECREATION MASTER PLAN

FINANCIAL REVIEW & RECOMMENDATIONS

This master plan will provide a road map to ensure parks and recreation programs in Buena Park are provided and available to everyone in the community now and in the future. A thorough review and analysis of the Community Services Department, the Buena Park community, its parks, programs, and services guided the Consultant Team to a variety of recommendations and opportunities for future park development, programs and services, and a sustainable park maintenance program. These opportunities will provide tangible improvements for the City's park system and its service to the community, but will also drive increased costs and demand for financial resources. A master plan won't provide a benefit for the community if funding is not secured to implement these recommendations.

Following a park master plan process, funding and resources will be needed for the acquisition and development of new parklands and facilities, and for the renovation projects of existing park spaces. Long-term sustainable resources are also needed for the operation and maintenance of current and proposed new parks and facilities.

A number of financial resources are available and the City must be strategic as it considers initial costs for new park development and the ongoing financial needs associated with the ongoing maintenance, and operations of the parks, programs, and any new services for the community. This document will review current funding mechanisms and opportunities for enhanced financial resources to meet the future needs of the City and to accomplish the vision and goals of the Master Plan. Meeting these challenges will require equal amounts of vision, resourcefulness, partnership, and hard work.

FISCAL SUMMARY – REVIEW OF BUDGET AND CURRENT RESOURCES

Budget and Personnel

The Community Services Department Budget is displayed below in Exhibit 1a and the Park Maintenance Budget from the Public Works Department is displayed below in Exhibit 1b. It is important to acknowledge the actual spending and revenues for Fiscal Year 19/20, and for the two fiscal years following, experienced significant impacts following the COVID-19 pandemic.

EXHIBIT 1a
Budget Comparisons (Community Services)

DESCRIPTION	ADOPTED BUDGET 22/23	AMENDED BUDGET 21/22	ACTUAL 20/21	ACTUAL 19/20	ACTUAL 18/19
SALARIES & BENEFITS	$2,675,520	$2,496,240	$2,255,741	$2,434,444	$2,349,177
MAINTENANCE & OPERATIONS	$1,676,340	$1,478,191	$1,170,676	$1,408,262	$1,505,948
EQUIPMENT	$12,000	$6,195	$331	$2,014	$15,745
TOTAL BUDGET	**$4,363,860**	**$3,980,626**	**$3,426,748**	**$3,844,720**	**$3,870,870**

Exhibit 1a and 1b summarize and provide a year-to-year comparison of spending for the Community Services and Public Works Departments for Park maintenance from FY 2018/19 to the Adopted Budget of FY 2022/23. As Exhibit 1a shares, the FY 2022/23 Adopted Budget represents nearly a 13% increase from the actual spending in FY 2018/19.

EXHIBIT 1b
Budget Comparisons (PW - Park Maintenance)

DESCRIPTION	ADOPTED BUDGET 22/23	ADOPTED BUDGET 21/22	ADOPTED BUDGET 20/21	ADOPTED BUDGET 19/20	ADOPTED BUDGET 18/19
SALARIES & BENEFITS	$1,129,490	$1,066,070	$1,010,670	$988,780	$801,730
MAINTENANCE & OPERATIONS	$1,986,960	$1,881,290	$1,800,530	$1,598,700	$1,617,780
EQUIPMENT	$16,000	$8,720	$10,900	$12,190	$12,190
TOTAL BUDGET	**$3,132,450**	**$2,956,080**	**$2,822,100**	**$2,599,670**	**$2,431,700**

Exhibit 1b shares the spending specifically for park maintenance. With FY 2018/19 as a benchmark, park maintenance spending increased by nearly 29% from FY 2018/19 to the FY 2022/23 budget. The Park Maintenance Budget included increases of approximately 5-8% when comparing the approved Budgets year-to-year. It is also important to note the actual expenditures the past four years were within 3-7% of the adopted Budgets above.

The NRPA Agency Performance Review for 2022 reports the median agency with a population similar to Buena Park (50,000 to 99,999 residents) having operating expenditures equal to $104.38 per capita. In comparison, the City of Buena Park's budget for spending in FY 2022/23 includes operating expenditures of $88.10 per capita in support of its parks and recreation.

NRPA's Agency Performance Review for 2022 reports the median operating expenditures as $7,823 per acre of parkland. Agencies serving a community similar to the size Buena Park, with a population range between 50,000 and 99,999 residents, the median figure is $9,642 with the lower quartile of agencies at $5,527 and the upper quartile at $20,766. In comparison, the City of Buena Park provides an operating budget for Community Services and Park Maintenance through the Public Works Department equal to $62,646 per acre of parkland.

The NRPA report identified the typical park and recreation agency with $93.01 of annual operating expenses per capita. The denser the population served by an agency, the higher the per capita operating expenses. A typical agency serving a jurisdiction with less than 500 people per square mile has per capita operating expenses of $57.53, while an agency serving an area with more than 2,500 people per square mile has per capita operating expenses of $108.36. The City of Buena Park has an estimated population density of 8,057 residents per square mile and as shared earlier has per capita operating expenses of $88.10.

While these references provide perspective and a comparison of the resources committed to parks and recreation in Buena Park to other agencies nationwide, it is important to recognize each agency serves a different community with unique needs, desires, and challenges.

The City of Buena Park is best-served by tailoring its facilities and program offerings to the needs and interests of its community. All cities should strive to understand the characteristics and demographics of residents who need and utilize these park and recreation resources, as well as the types of programs, facilities and amenities they seek from local parks. It is also important to anticipate the characteristics of those who may use these resources in the future when shaping the optimal mix of facilities and services offered going forward.

In addition to the adopted annual budget and actual expenditures for the City's operations and maintenance of its parklands, the City has the following resources and funding available for its parks and recreation facilities.

EXHIBIT 2a
Community Services Department Personnel

Position	FTE's
Director of Community Services	1.0
Community Services Supervisor	3.0
Community Services Coordinator	5.0
Homeless Outreach Coordinator	1.0
Community Outreach Coordinator	1.0
Senior Administrative Assistant	1.0
Senior Office Assistant	1.0
Driver/Scheduler	1.0
Part-time Community Services Personnel	31.23
Grand Total FTE	**45.23**

EXHIBIT 2b
Public Works Department Personnel (Park Maintenance)

Position	FTE's
Maintenance Superintendent	1.0
Lead Maintenance Worker	1.0
Sr. Maintenance Worker	2.0
Maintenance Worker	3.0
Maintenance Helper	4.0
Maintenance Assistance I/II	4.0
Grand Total FTE	**15.0**

Exhibit 2a provides a summary of the personnel dedicated to the Community Services Department and Exhibit 2b provides a summary of the Public Works personnel dedicated to park maintenance.

As Exhibit 2a and 2b share, the City of Buena Park provides 60.23 FTE's in support of its parks and recreation facilities, operations, and programs. Among its key findings, NRPA's 2022 Agency Performance Review reported the median agency serving 50,000 to 99,999 residents having 64.1 FTE's, with the lower quartile of these cities having 38.7 FTE's and the upper quartile having 117.3 FTE's.

NRPA's report also identifies the median of these cities (50,000 to 99,999 residents) having 9.6 FTE's per 10,000 residents. With 85,084 residents in Buena Park, the City currently provides 7.08 FTE's per 10,000 residents to support the City's 21 parks, 119.66 acres of parkland, and the programs and services offered for its 85,000 plus residents.

While such comparisons provide a reference, it is important to acknowledge agencies provide personnel for services through a variety of means. Most agencies provide programming and park maintenance with some mix contract personnel, which likely is not included in these references.

Revenue Analysis and Tracking

Typical of every municipality, the budget process involves competing interests from each department for support from the General Fund. The General Fund typically covers usual and on-going municipal expenses that are generally not supported by a direct stream of revenue.

Tracking revenue is an important component for all programs and services, as is comparing participation, cost-of-services, and cost per participant year-to-year. A year-to-year analysis of this nature provides a tool to evaluate the successes within the City's operation.

The year-end revenues generated by the programs and services of the Community Services Department are shown below in Exhibit 3.

EXHIBIT 3:
Community Services Revenues

	FY 2022/23
Department Revenue	$825,320

The NRPA Agency Performance Review for 2022 reports the median agency (50,000 to 99,999 residents) with revenues equal to $26.68 per capita. The revenues shown above do not meet this threshold. The Community Services Department revenues for FY 2022/23 provided revenues at approximately $9.70 per capita.

The programs in the City's Buena Park Today were found to have fees at or near the norm for other cities in the surrounding region. Fees and program revenues vary by agency, just as the parks, facilities, and types of programs offered are different from one agency to another. With this in mind, while fees in neighboring communities should be evaluated, the revenues and cost recovery should be specific to the needs, goals, and the priorities of the community.

With limited resources, cities cannot offer every program and must carefully consider the programs and services they offer at low or no cost to its residents. The agency should carefully consider, review, and monitor the programs offered, the fees, and the City's cost recovery goals should be carefully considered and established to make the most efficient use of its available funding.

Recreation programs generally fall within a range of benefits from individual-based benefits to community-wide benefits. An example of a program with an individual-based benefit would be a round of golf on a public golf course, while programs with community-wide benefits might focus on teens, after-school programs, seniors, swim lessons, and CPR/First Aid Classes.

A common approach to cost recovery for programs with individual-based benefits involves user fees equivalent to or exceeding the net cost to deliver the service, while fees for programs with a community-based benefit are often partially or in some cases fully supported by the General Fund.

Factors to consider when determining what price to charge for a service:

- It is important to understand the cost of providing a service when establishing fees with an individual-based benefit. Cost should include direct costs, indirect costs, and fixed costs. Indirect costs should include administrative costs and other general overhead costs, such as utilities and maintenance. Fees for programs with an individual-based benefit will recover all or a high percentage of the true cost to provide the service.

- Value to the Community – There is subjectivity in determining the benefits to the community from park and recreation programs when setting fees for a program or service with a community-based benefit. With this said, programs considered to provide a community-wide benefit include fees generally designed to recover the direct cost for services.

- Competitors' Pricing. When considering program fees, it is critical to understand what other cities or competitors are charging for similar services in the marketplace. Consideration should also consider the value of the service offered and the demand and/or need for the program offering in the marketplace.

REVIEW OF FUNDING OPPORTUNITIES

A variety of financing methods are used by special districts and other governmental agencies to finance the acquisition, development, maintenance, and operation of parks and recreation facilities. Many of these will require cooperation and collaboration with other agencies or organizations. This listing of funding opportunities is a summary and is not intended to make specific recommendations as to which mechanisms are most appropriate.

General Fund

The General Fund is the primary fund used to account for all revenue and expenditures without legal restrictions on its use. The General Fund Budget is a projection and an accounting of the revenues and expenditures dedicated to providing and managing a variety of the City's programs and services.

The General Fund revenue sources include sales tax, property tax, transient occupancy tax, program and service fees, license and permit fees, unrestricted revenues from the state, fines and forfeitures, and interest income.

The General Fund expenditures include personnel salaries and benefits, contract services, maintenance and repair of City facilities, supplies, training expenses, utilities, capital equipment, and other miscellaneous expenses. The General Fund includes the majority of the City's routine operating expenses.

While parks and recreation services are highly valued, a limited General Fund will always be in demand and highly competitive among City departments. As priorities and needs change for City services, forecasting available funding for parks and recreation can be a challenge. While the General Fund will continue to be an important funding source for parks and recreation, there are other opportunities and potential sources of funding to consider.

Property Tax Proceeds

Additional funding for special projects can be secured with a vote for a "special tax". The tax is assessed on commercial and residential property. This type of tax offers a steady stream of revenue to develop and maintain parks.

A voter-approved "special tax" may be used to build a public recreation center or park. The tax is intended to last for a set number of years. Once the project has been paid for, the tax is discontinued.

Property taxes can be accurately predicted and the financial burden is equally distributed among property owners. Despite the dislike of property taxes, voters in many communities have been willing to accept an increase when revenues are specifically earmarked for parks and public amenities.

The Property Tax proceeds of the City of Buena Park experienced more than an 12% increase from FY 2018/19 to FY 2021/22.

EXHIBIT 4: Property Tax Revenue

Budget Estimate FY 2022/23	Budget Estimate FY 2021/22	Actual FY 2020/21	Actual FY 2019/20	Actual FY 2018/19
$10,825,000	$11,166,140	$11,739,845	$10,170,372	$9,942,703

Sales Tax Proceeds

Sales tax is a significant and substantial source of income for most local governments. Sales taxes are levied on the sale of goods or services at the retail level. Excise or selective sales taxes are imposed on specific items such as alcohol, tobacco, gasoline, gambling, and marijuana and are sometimes earmarked for specific projects.

In 2019, Assembly Bill (AB 147) amended the Revenue and Taxation Code Section 6203 to impose sales tax on all online sales and transactions for delivery with retailers inside or outside California if, during the preceding or current calendar year, the total combined sales in California by the retailer and all persons related to the retailer exceed $500,000. To understand the impact of AB 147, estimates are that between $1.0 and $1.7 billion of California sales taxes went unpaid in 2017. With trending online sales growth, this revenue stream will continue to make its impact on local tax proceeds and City budgets.

EXHIBIT 5: Sales Tax Revenue

Budget Estimate FY 2022/23	Actual FY 2021/22	Actual FY 2020/21	Actual FY 2019/20	Actual FY 2018/19
$32,293,000	$33,127,127	$27,471,630	$24,154,145	$25,739,640

As Exhibit 5 illustrates, the pandemic created a drop-off in revenues in FY 2019/20 with a return of sales tax revenues to levels exceeding proceeds prior to the pandemic. The City's revenue estimate for FY 2022/23 represents a 25% increase from actual sales tax proceeds in FY 2018/19

Transient Occupancy Tax (TOT)
Transient Occupancy Tax (TOT), often referred to as a bed tax, is assessed on hotel rooms, campgrounds, and other lodging facilities. TOT is generally imposed on persons staying 30 days or less in a hotel, inn, motel, VRBO, Air BNB, and other lodging facilities.

EXHIBIT 6: Transient Occupancy Tax (TOT)

Budget Estimate	Actual	Actual	Actual	Actual
FY 2022/23	FY 2021/22	FY 2020/21	FY 2019/20	FY 2018/19
$7,300,000	$6,572,341	$3,703,860	$5,312,725	$6,604,883

As Exhibit 6 displays, the TOT revenues were substantially impacted by the pandemic; however, the estimate for 2022/23 provided projections of positive growth and more than a 10% increase when compared with the TOT proceeds from FY 2018/19.

Real Estate Transfer Tax
A real estate transfer tax is a tax levied on the sale of certain classes of property: residential, commercial, or industrial. Many California cities are considering an increase in the real property transfer tax rates and some municipalities recently included initiatives on the ballot for voter-approved increases. Real estate transfer taxes can provide funding for park and open space acquisition.

Utility User Tax
Cities and counties may impose Utility Users Tax (UUT) on users' consumption of certain utility services. On January 1, 2021, California City Finance reported 158 cities, four counties, and one special district with a utility user tax in California. This accounted for more than 50 percent of the state's population. The report stated that the total revenues from UUTs amounted to nearly $2 billion. Proposition 218 also requires voter-approval for utility user taxes.

Utility user taxes may be applied to any of the services below:
- Electricity
- Gas
- Water
- Sewer
- Telephone (including cell phones and long distance services)
- Sanitation
- Cable television

The City of Buena Park imposes a 3% Utility Users Tax for Electricity and Gas. The estimates and actual taxes received are provided in Exhibit 7 below. As the numbers display, the revenues have been consistent, but have not shown significant growth.

EXHIBIT 7: Utility Users Tax (UUT)

Budget Estimate FY 2022/23	Actual FY 2021/22	Actual FY 2020/21	Actual FY 2019/20	Actual FY 2018/19
$2,500,000	$3,072,861	$2,425,002	$2,443,393	$2,525,046

PROPERTY ASSESSMENTS

Benefit Assessments

An assessment district creates a property tax and a funding mechanism for cities to cover costs associated with the development, maintenance, and improvements of public facilities in a defined geographic area. Examples include lighting, landscaping, and maintenance costs associated with city parks, streets, and medians.

The California Constitution defines a Benefit Assessment as "any levy or charge upon real property by an agency for a special benefit conferred upon the real property" (Article XIIID Section 2 [b]).

The Lighting and Landscape Act of 1972 (L&L), Mello-Roos Community Facilities Act of 1982, California Proposition 218, and the Mitigation Fee Act (Assembly Bill 1600) all provide guidance and governance for the purpose of financing the costs and expenses associated with the development, maintenance, and improvements of public facilities.

The assessments are made on a cost per lot, per acre, or some other parcel-by-parcel basis. With the passage of Proposition 218, these assessments require voter-approval of the projects and any new or increased tax assessment. These assessment districts ensure each property owner pays a fair share of the costs of such improvements.

Landscape and Lighting Maintenance Districts, Business Improvement Districts, and Mello-Roos Community Facilities Districts are common examples of these Benefit Assessment Districts. These special assessments or levies are placed on a property to finance improvements and/or maintenance that specifically benefit the properties in the geographic area.

Landscape and Lighting Maintenance Districts

The Landscaping and Lighting Act of 1972 provides local government agencies a flexible tool to pay for landscaping, lighting and other improvements and services in public areas.

This legislation (Streets & Highways §22500) allows local governmental agencies to form Landscape & Lighting Maintenance Districts for the purpose of financing the costs and expenses of landscaping and lighting public areas. The approved uses include installation and maintenance of landscaping, statues, fountains, general lighting, traffic lights, recreational and playground courts and equipment, and public restrooms. Additionally, the Act allows acquisition of land for parks and open spaces, plus the construction of community centers, municipal auditoriums or halls to be financed. Notes or bonds can be issued to finance larger improvements under the Act.

Mello-Roos Community Facilities District (CFD)

In 1978, Proposition 13 was approved by Californians, which limited the ability of many public agencies to finance new public projects. In 1982, Senator Henry Mello and Assemblyman Mike Roos assisted in the passage of the "Mello-Roos Community Facilities Act of 1982" authorizing local governments and developers to create Community Facilities Districts (CFDs) for the purpose of selling tax-exempt bonds to fund public improvements.

Mello-Roos Community Facilities Districts are primarily found with new developments and used in combination with other developer-based funding. Mello-Roos bond financing provides some unique advantages to local governments as projects are initiated, approved, and operated for and by the local community, so that only projects, which are truly positive additions to the area will be financed.

Business Improvement Districts

This is a direct tax levy on business license holders and/or property owners. Like other special assessment districts, BID's assess residents within set boundaries for additional services, such as park maintenance and public safety. They are unique, however, in that they establish a partnership between property owners and businesses in downtown or commercial areas for the purpose of improving the business climate in a defined area. The motivation for the BID generally comes from business and property owners hoping to attract tourists and new customers by cleaning up sidewalks, improving parks, increasing lighting, etc. These business owners want better services within their neighborhood and are willing to pay for it.

The cities and communities experience the benefits from funding these business-related improvements, maintenance, and activities. It is in the public's best interests to promote the economic revitalization and physical maintenance of the business districts of its cities to create jobs, attract new businesses, and to prevent the deterioration of the business district.

DEBT FINANCING AND BONDS

General Obligation Bonds

A general obligation bond is secured by the public agency's pledge to use all available resources to repay holders of the bond. A general obligation bond is essentially a loan taken out by a city, county, or special district against the value of the taxable property in the locality. A bond also requires voter-approval. If passed by voters, taxes are increased by a specific amount for a specific defined period. Bond measures require strong support from the community to pass. As an advantage, these bonds allow for immediate purchase of land, renovation of existing or development of new facilities. Bond proceeds cannot be used for maintenance and operations.

Revenue Bonds

Revenue bonds are a class of municipal bonds issued to fund public projects, which then repay investors from the income created by that project. For instance, a golf course, sports or ice complex, or performing arts theater can be financed with municipal bonds with creditors' interest and principal repaid from the fees collected from the public facility.

DEVELOPMENT RELATED FUNDING

Development Impact Fees

Development Impact Fees (AB 1600) on new development is another option for local agencies. The fees or exactions are based on the premise that new development generates increased demand for a City's infrastructure and services. This new development brings new residents, which can put a strain on a city's infrastructure and services, including its schools, parks, recreational facilities, libraries, water and sewer, police and fire protection services.

The fees only apply to new development and may only be assessed for new capital costs related to the development. The fees are paid by the developer to offset costs for the infrastructure caused by the new development. The fees are not limited to the cost of land and can be assessed for improvements. The fees are often used in combination with development agreements. Fees can be assessed under the premise that tourists, employers, and employees all benefit from and use community parks. This allows for assessment of commercial and industrial development.

Quimby Parkland Dedication

The "Quimby Act" enables local governments to require the dedication of land or in-lieu fees for parks as part of the subdivision approval process. Although the Act has provided for the acquisition of land for parks in new subdivisions; it has limitations when an area is built out. The Quimby Act can require funds for improvements, but not maintenance. The dedication or fee is based on the local agencies adopted park standards per thousand population. Local cities and counties must pass an ordinance to enact Quimby provisions.

In-Lieu Fees are based on the cost of land and do not provide adequate funding for park development. In 2013 the state Quimby ordinance was amended to permit cities and counties to use developer paid Quimby Act fees to provide parks in neighborhoods other than the one in which the developer's subdivision is located. This amendment based on Assembly Bill 1359, provided cities and counties with opportunities to improve parks and to create new parks in areas that would not have benefited before.

Buena Park addresses these park dedication requirements in the City's municipal code under Chapter 18. The General Plan and Chapter 18 of the Municipal Code include a standard dedication of 3.0 acres per 1,000 population.

The City of Buena Park's budget included estimated revenues, expenditures and its projected year-end balance for its Park In-Lieu Fund in FY 2022/23, which resulted in a deficit entering FY 23/24. The City committed $1,900,000 from its Park In-Lieu Fund in FY 22/23 to support improvements at Whitaker Park, ADA park improvements, and the SCE Trail Phase II project. The Table below shows revenue estimates for FY 23/24 and FY 24/25 with resources available for future park projects.

PARK IN-LIEU FUND	
FY 22/23 Year-End Balance	($1,955,000)
FY 23/24 Estimated Revenue	$902,200
FY 24/25 Estimated Revenue	$3,444,660
Total Resources	$2,391,860

New developments continue to generate Park In-Lieu Fees for the City annually. The estimated revenues for FY 2022/23 through 2024/25 are shown below along with the actual revenues received dating back to FY 2020/21.

Budget Estimate FY 2024/25	Budget Estimate FY 2023/24	Budget Estimate FY 2022/23	Actual FY 2021/22	Actual FY 2020/21
$3,444,660	$902,200	$4,290,000	$3,502,050	$890,406

Development Agreements

Development Agreements are contracts negotiated between a city and land developer. Although subject to negotiation, allowable land uses must be consistent with local planning policies and the City's General Plan. These Agreements may include public utilities, parks, and recreation facilities. These are voluntary agreements, and the agency can negotiate public facility improvements beyond those required by state or local mandates.

STATE AND FEDERAL GRANTS

Numerous state and federal governmental agencies provide grant opportunities for local park and recreation agencies. The availability of funds can vary from year to year, and each grant program includes specific requirements and project criteria. Although there are grants available for recreation and educational programs, and park operations, most state and federal grant programs focus on the acquisition, development, and improvement of parks, amenities, and recreation facilities.

Some government entities, such as the Department of Education, Department of Health Services, and the Environmental Protection Administration provide funding for educational programs. The City can increase its potential for grants by collaborating with other public agencies and/or local school districts.

Land and Water Conservation Act/ The Great American Outdoors Act

The Land and Water Conservation Fund (LWCF) was established by Congress in 1964 to fulfill a bipartisan commitment to safeguard natural areas, water resources and cultural heritage, and to provide recreation opportunities to all Americans. The fund invests earnings from offshore oil and gas leasing to help strengthen communities, preserve history, and protect the national endowment of lands and waters.

The LWCF provides matching grants to help states and local communities protect parks and recreation resources. Money from the LWCF goes to a variety of programs that support a nationwide legacy of high-quality recreation and conservation areas. These grants can be used for a range of projects from establishing baseball fields and community green spaces; to providing public access to rivers, lakes and other water resources; to protecting historic and cultural sites; and for conserving natural landscapes.

The Great American Outdoors Act (GAOA) was enacted on August 4, 2020. GAOA is the single largest investment in public lands in U.S. history. This landmark legislation established:

- A new National Parks and Public Land Legacy Restoration Fund (LRF) to address the deferred maintenance and repair (DM&R) backlog on public lands. It was authorized at up to $1.9 billion annually for five years from Fiscal Year 2021 to Fiscal Year 2025; and

- Permanent funding for the existing Land and Water Conservation Fund of $900 million.

Prevention and Public Health Grants

Grant programs and cooperative agreements administered through the Centers for Disease Control (CDC) fund research and non-research public health programs to advance the agency's public health mission domestically and abroad to keep Americans safe and healthy where they work, live and play. In FY 2022, the Office of Grants Services (OGS) supported 5,924 grant awards to 2,571 recipients. OGS processed funding of nearly $9.1 billion for public health programs and research in the U.S. and around the world.

Older Americans Act

The Supporting Older Americans Act of 2020 (OAA) reauthorizes programs for FY 2020 through FY 2024. The OOA addresses the health, welfare, and economic needs of older individuals by promoting senior center modernizations and the delivery of social and nutrition services. Although older individuals may receive services under many other federal programs, today the OAA is considered to be a major vehicle for the organization and delivery of social and nutrition services to this age group and their caregivers.

Community Development Block Grants (CDBG)

The Community Development Block Grant (CDBG) Program supports community development activities to build stronger and more resilient communities. To support community development, activities are identified through an ongoing process. Activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, public services, clearance/acquisition, microenterprise assistance, code enforcement, homeowner assistance, etc.

The Community Development Block Grant (CDBG) program provides federal funding for projects to improve the quality of life for people with low or moderate incomes, to revitalize urban centers, and to address the urgent health and safety needs of low-income communities. The CDBG program has been administered by the U.S. Department of Housing and Urban Development (HUD) since 1974.

Other Federal Grants

There are several federal agencies managing grant programs to provide funding benefitting local parks and recreation including the following:

- Department of Agriculture
- National Endowment for the Arts
- National Endowment for the Humanities
- Environmental Protection Agency
- Institute of Museum and Library Services
- Department of Energy
- Department of Education
- NOAA Coastal Zone Estuaries
- North America Wetlands Conservation Act
- Health and Human Service Department
- Center for Disease Control (CDC)
- Housing and Urban Development

State, County, Pass-Through, and Other Philanthropic Grants

State agencies historically have managed the legislative funding and voter-approved propositions that provide funds for park and recreation agencies. In addition, federal funds are often funneled through state agencies that manage these grant programs. For example, the Land and Water Conservation (LWCF) grants and federal transportation enhancement funds SAFETEA-LU are managed by the California State Department of Parks and Recreation.

Some of the key state departments that manage grants benefitting local parks and recreation include the following:

- Office of Grants and Local Services
- Department of Parks and Recreation
- California Natural Resources Agency
- Department of Water Resources
- California Conservation Corps
- California State Library
- Department of Education
- Department of Public Health
- California Arts Council
- California Department of Aging
- Housing and Community Development
- Department of Fish and Wildlife
- Wildlife Conservation Board
- Department of Boating and Waterways
- Department of Forestry and Fire Prevention

California Statewide Park Program (SPP)

California Department of Parks and Recreation and the Office of Grants and Local Services (OGALS) develops grant programs to provide funding for local, state and nonprofit organization projects. This competitive grant program creates new parks and new recreation opportunities in underserved communities across California.

Trails, Greenways, and Bicycle Transportation

A number of grants are available for trails, greenways and bicycle transportation infrastructures. Grant opportunities are outlined by the Rails to Trails Conservancy on their website at www.railstotrails.org, People for Bikes at www.peopleforbikes.org, and the California Bicycle Coalition at www.calbike.org.

Recreational Trails Program

The Recreational Trails Program (RTP) administered by the Office of Grants and Local Services (OGALS) provides funds annually to develop non-motorized recreational trails and trails-related facilities.

Active Transportation Program (ATP)

The Active Transportation Program was created by Senate Bill 99 to encourage increased use of active modes of transportation, such as walking and biking.

The Active Transportation Program (ATP) consolidated various transportation programs into a single program and was originally funded at about $123 million a year from a combination of state and federal funds. The goals of the ATP includes, but is not limited to, increasing the proportion of trips accomplished by walking and biking, increasing the safety and mobility of non-motorized users, advancing efforts of regional agencies to achieve greenhouse gas reduction goals, enhancing public health, and providing a broad spectrum of projects to benefit many types of users including disadvantaged communities.

Outdoor Equity Grants Program

In 2019, AB 209 established the Outdoor Equity Grants Program in the California Department of Parks and Recreation to provide funding for outdoor recreation and environmental education opportunities, particularly for youth in under-resourced communities, and focused on providing transportation and programming.

$57 million was awarded from this grant in round one. A round two application guide will be available in the spring of 2023 and applications will be due no earlier than November 2023.

Clean California Local Grant Project

The California Department of Transportation (Caltrans) developed the Clean California Local Grant Program through which funds will go to local communities to beautify and improve local streets and roads, tribal lands, parks, pathways, and transit centers. Through the combination of adding beautification measures and art in public spaces along with the removal of litter and debris, this effort will enhance communities and improve spaces for walking and recreation.

The goals of the Clean CA Local Grant Program are to:

- Reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces.
- Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect.
- Enhance public health, cultural connection, and community placemaking by improving public spaces for walking and recreation.
- Advance equity for underserved communities.

The grant program announced Cycle 2 of the program is anticipated to provide $100 million in grant funding to local agencies in 2023, contingent upon funds being made available in the FY 2023/24 California State Budget.

Transformative Climate Communities Grant

The TCC Program furthers the purposes of AB 32 (Nunez, 2006) and AB 2722 (Burke, 2016) by funding projects that reduce greenhouse gas emissions (GHG) through the development and implementation of neighborhood-level transformative climate community plans that include multiple coordinated GHG emissions reduction projects that provide local economic, environmental, and health benefits to disadvantaged communities.

Examples of park project implementations include, but are not limited to:

- Solar installations;
- Water and energy efficiency installations;
- Urban greening and green infrastructure;
- Bicycle and pedestrian facilities; and
- Health and well-being projects

Foundation Grants

There are many foundations offering funding opportunities to benefit the programs, services, and facilities of park and recreation agencies. The foundations often focus on community programs with current interests in environmental education, arts, health, and wellness. The National Park and Recreation Association (NRPA) has numerous grants made available through partnerships with various foundations.

The current opportunities promoted by NRPA include:

- **Saucony Run for Good Foundation**
  The Saucony Run for Good Foundation is committed to reversing the increasing rate of obesity among U.S. youth by offering children the opportunity to enjoy the benefits of running and a healthier lifestyle. Saucony provides funding to community organizations that promote running and fitness programs for children. Grants of up to $10,000 will be awarded. There are two rounds of grants made per year.

- **Musco Sports Lighting and US Soccer Foundation Soccer Fund Grant**
  Musco Sports Lighting and the US Soccer Foundation established the Soccer Fund to offer financial support for sports lighting projects on a rolling basis. Projects can include the Mini-Pitch System or soccer lighting projects of all sizes. Mini-Pitches are ideal for urban areas and other communities where a safe place to play can be difficult to find. Applications are accepted quarterly.

- **MLB-MLBPA Youth Development Foundation**
  Also known as the Baseball Tomorrow Fund, this program was created to increase participation in and expand access to youth baseball and softball. The program prioritizes bold, innovative, and creative ideas that increase opportunities for youth, particularly those who are minorities, girls, and/or located in under resourced communities. Funds may be used to support capital projects (e.g., field renovations), baseball/softball programs, and education initiatives. Applications are accepted on a rolling basis.

- **United States Tennis Association (USTA) Tennis Venue Services**
  USTA funding is available to upgrade existing facilities or add new facilities. Funding Category 1 supports basic facility improvements for up to $5,000. Category 2 supports resurfacing and converting existing tennis courts for up to $35,000, and Category 3 supports new construction and reconstruction of tennis courts, lighting, and the addition of structures over existing tennis courts for up to $55,000. Applications are accepted on a rolling basis.

- **Yamaha Outdoor Access Initiative**
  The Yamaha Outdoor Access Initiative accepts applications quarterly from nonprofit or tax-exempt groups (clubs and associations), public riding areas (local, state and federal), outdoor enthusiast associations and land conservation organizations, and communities with an interest in protecting, improving, expanding and/or maintaining access for safe, responsible and sustainable use by motorized off-road vehicles. The Initiative has contributed more than $3.5 million in funding and equipment across more than 300 projects during the past 10 years to assist outdoor recreationists working to protect and improve access to public land and educate the public on its safe, sustainable, recreational use. Applications are accepted quarterly.

- **Lisa Libraries Grant Program**
  Nonprofit organizations that serve low-income or underserved areas are eligible to apply for in-kind donations from The Lisa Libraries. The Lisa Libraries provides donations of free books for community facilities to host their own small libraries or to operate programs where children can take the book home. While book donations are free, The Lisa Libraries requests that recipients cover the shipping and handling costs, which are based on the destination and quantity of books. Applications are accepted on an ongoing basis.

- **The Fruit Tree Planting Foundation Grant Program**
  Municipal entities, local nonprofits, and public schools are eligible to apply to support the planting of fruitful trees and plants to alleviate hunger, combat global warming, strengthen communities and improve the surrounding environment. Trees can be planted at community gardens, city and state parks, low-income neighborhoods, Native American reservations, schools, and other locations where they will serve the greater community. The Foundation provides high-quality trees and shrubs, equipment, on-site orchard design expertise and oversight, horticultural workshops, and aftercare training and manuals. Applications are accepted on an ongoing basis.

- **The Out-of-School Time Youth Mentoring Grant**
  The Grant will provide funding, training and peer networking opportunities to support park and recreation agencies as they develop and implement mentoring practices in park and recreation settings. Leveraging existing youth programs, agencies are encouraged to submit proposals that integrate more intentional one-on-one and group mentoring services and activities into their existing youth and out-of-school time offerings (afterschool care, STEAM, youth sports, outdoor recreation, arts and cultural activities). In alignment with NRPA's equity goals, programs should prioritize mentoring services to reach youth who have historically faced barriers to youth development opportunities including historically disenfranchised populations, specifically Black, American Indian/Alaska Native; Hispanic/Latino; Asian American; LGBTQ+ youth; and youth living in low-income and rural communities. The Grant will provide $50,000 in funding over 2.5 years to organizations in 20 communities nationwide. This grant is focused on delivering mentoring services through park and recreation-based out-of-school time programs to the target populations above.

- **The Skatepark Project Grants**
  The Skatepark Project is dedicated to promoting the construction of new, quality skateparks located in underserved communities throughout the United States. The Skatepark Project primarily supports projects that can demonstrate a strong grassroots commitment, particularly in the form of planning and/or fundraising by local skateboarders and other community groups. Priority is given to projects that are designed to increase equity in underserved areas, are built from concrete by experienced skatepark contractors, and include local skaters in the planning, fundraising, and design process. Grants of $1,000 to $300,000 are provided to nonprofit organizations and state or local agencies, including public school systems and public projects. The Skatepark Project accepts Letters of Inquiry year-round and has quarterly award cycles.

- **Quadratec Cares Energize the Environment Grant Program**
  Quadratec is offering two $3,500 grants annually to applicants pursuing a program or initiative designed to benefit our environment. Examples include trail building or restoration projects, park beautification events, litter prevention initiatives, sustainable land management activities, community environmental educational projects and youth educational engagement events. There are two rounds of grants provided each year.

Fundraising and Marketing Resources

When looking for funding and grants, there are many resources available on the internet. Below are a few suggestions on where to start your research.

1. Candid (Formerly, Foundation Center and Guidestar): Provides training and research information on corporate and foundation grant programs as well as access to IRS 990 forms for foundations and other nonprofit organizations. The grants database is a collection of thousands of grants.

2. Yearly offers a free tool to create engaging, digital annual reports, donor reports and event recaps to impress your stakeholders. Yearly is a fun and easy way to design unlimited reports and integrate your stories, videos, social media posts, polls and more. Yearly is currently offering their basic level of service to agencies for free.

3. Chronicle of Philanthropy: The Chronicle is a newspaper for nonprofit news publishing, fundraising trends, resources, and recent grants.

4. NRPA Crowdfunding Toolkit

5. *Nonprofit Times:* Nonprofit management newspaper.

6. *Fortune Magazine:* A resource for identifying companies by state and industry.

7. Google, Yahoo Finance and other general search engines.

8. Newspapers and magazines like the *Wall Street Journal, Newsweek, New York Times.*

OPERATIONS REVENUE

User Fees

Fees for use of park and recreation facilities and programs are common throughout the nation. User fees include programs, events, reservations of outdoor parks spaces, indoor facility rentals, parking, and entry fees. Many public agencies charge additional nonresident fees for participants and users outside their jurisdiction.

Property and Facility Leases

With extensive land holdings, park agencies have the potential to lease land for special uses compatible with parks and recreation generating additional revenue. Grazing leases, radio and cell phone tower lease agreements, land-leases for commercial recreation programs and facilities have become prevalent throughout California.

Programs, Events and Facility Sponsorships (Naming Rights)

These sponsorships are financial transactions and opportunities for a public agency and a private-sector business to work together and connect for the purpose of establishing a partnership, sponsorship, or naming rights agreement. The public agency receives funding and the corporate partner receives tangible benefits with positive exposure and an association with a public agency, or a popular facility or program.

Negotiations can include a number of benefits, including the right to name a facility, object, location, program, or event, typically for a defined period of time. Properties such as multi-purpose arenas, performing arts venues, or large sports complexes typically involve terms ranging from three to 20 years. Longer terms are more common for higher profile venues, such as professional sports facilities.

Seeking corporate and philanthropic funding to construct, improve, or rehabilitate physical structures in parks is relatively easy; however, contributions to acquire naming or licensing rights from the City to promote or advertise the corporate partner or their product should be given thoughtful and careful consideration. These ventures can include the naming of buildings, advertising on public property, and/or licensing rights to the agency's name and other intellectual property. Typically, the agency and corporate partner negotiate and document the specific terms in a formal agreement. This can be an effective tool particularly for highly visible facilities or events.

NONPROFIT AND PRIVATE GIVING

Individuals, private foundations, and nonprofit corporations will contribute to park and recreation agencies and programs to improve their community. Donations can be made for capital campaigns, projects, programs, and services. This method of funding can be enhanced when the public agency has established a community foundation, 501(c)(3) nonprofit organization. The community foundation provides a vehicle for fundraising campaigns and a means to build community support.

Capital campaigns should provide well-defined projects and specific monetary needs for the fundraising efforts. The foundation acts as a conduit to receive donations from individuals and/or entities, which might otherwise be reluctant to donate to a public entity.

Voluntary Donations through Utility Providers or Local Retailers

Municipalities have partnered with Utility Providers allowing customers to make a donation for park improvements and/or recreation programs as part of their monthly bill. Other agencies have partnered with local retailers to allow customers to make a similar donation at the register.

Adopt-A-Park Programs

This type of program could generate funds from corporate or individual donations, or could identify volunteers to provide maintenance support for parks or facilities.

Individual Giving

Donors can include a provision in their will directing a gift to an organization after their death or the death of one of their survivors. Donors can give the organization either a specific amount of money or item of property (a "specific" bequest), or a percentage of the balance remaining in their estate after taxes, expenses, and specific bequests have been paid (a "residual" bequest). Donors can also designate how to use their bequest for a particular program or activity at an organization or can allow its use to be discretionary ("restricted" and "unrestricted" bequests).

COLLABORATIVE AGREEMENTS AND FINANCING

Joint Development and Joint Use Agreements

Public agencies can enter joint development and/or joint use agreements with other local public agencies, most often a school district, special district, city, or county for development or use of land and facilities. Both agencies may participate in the funding of the improvement in exchange for use of the facilities. The agencies negotiate terms of the agreements. The land usually remains in the ownership of one agency. Generally, one agency will assume responsibility for maintenance of the facilities.

The City of Buena Park entered into a Joint Use Agreement with Buena Park Unified School District on the construction and operation of a community gymnasium at Buena Park Middle School. The City also entered into a License Agreement with Southern California Edison to develop an easement for a park, public recreation, and community garden purposes.

Public/Private Partnership Ventures

This type of venture takes advantage of the potential revenue generating facilities such as golf courses, multi-sports complexes, restaurants and snack facilities. Projects can be jointly funded using public and private financing. Another opportunity involves the public agency providing land and outsourcing the development and operation to a private company to build and operate turn-key facilities through lease or concession agreements. Private capital is used for the improvements to the public facility and in turn the developer makes a profit from the fee-based recreation activity. This concept works well for large regional parks or large planned developments that can accommodate the specialized uses.

Public/Nonprofit Partnerships

Joint ventures with local nonprofit organizations can be an effective approach for some recreation facilities. These might be youth serving organizations or special interest groups such as bicycling clubs, dog owners and other community organizations that need facilities. By joining forces, fundraising ability can be enhanced and joint development of community recreational facilities in public parks can be accomplished. With strong volunteer support, these organizations often provide in-kind labor to support city services, programs and to improve facilities.

Nonprofit Conservation Organizations

Organizations such as Land Trusts, Friends of the River, and the Sierra Club can be instrumental in working with public agencies to acquire and preserve open space, sensitive habitats, or natural areas.

Volunteerism

Californians have shown desire and a willingness to contribute to their communities by volunteering. Volunteer labor and donations of money, services, or materials can provide attractive resources for agencies that cannot afford to pay additional staff or make purchases beyond the approved budget. As cities expand and promote these volunteer opportunities, and as baby boomers age and retire, there will be a growing pool of talented volunteers. Examples of volunteer projects at senior facilities include meal deliveries, gift shop management, front desk, and other office assistance.

Agencies can consider developing or expanding a youth volunteer program, such as a Leaders-In-Training Program, or can approach service-based organizations such as the National Charity League, or scout groups for specific Eagle Scout projects, such as picnic table slabs, painting projects, trails, murals, gardens, or gazebos.

Service Organizations

Most communities have service clubs, such as Rotary, Kiwanis, Lions, Soroptimists, a Chamber of Commerce and business associations, faith-based and neighborhood associations who can contribute to the betterment of park and recreation programs in the community. These organizations are often looking for ways to contribute and to support their community. It is strategic to provide personnel to be a liaison and to actively participate as members of the organization and/or serve on the boards of directors, and likewise to invite these organizations to serve on park and recreation committees and advisory boards.

FUTURE OPERATION AND MAINTENANCE COSTS

The City will need to develop new revenue sources beyond those currently in use and/or increase funding levels for park maintenance and capital expenditures. Funding needs can be satisfied through a variety of potential revenue sources as described earlier in the Review of Potential Funding Opportunities.

Proposals for future park operations must include adequate funding at a level necessary to sustain quality and safety in the City's parks, and cost-effective maintenance practices as described in the Operations and Maintenance Management Plan provided within this Parks and Recreation Master Plan.

The specific funding source to be considered will depend on the timing of the new development, the funding sources available, and/or those which may be more easily pursued at the time. For major improvements which include such facilities as community centers, tennis complexes, gymnasiums, sports complexes, etc., the use of a fund-raising effort to be conducted on behalf of a City's non-profit foundation could be beneficial. Sponsorships/naming rights for major corporate or other private donors can be offered. In some cases, the use of a professional fund-raising firm should be considered once a facility or project is identified. Other sources of funding may include development agreements, public/private partnerships, and/or grant opportunities.

final presentation

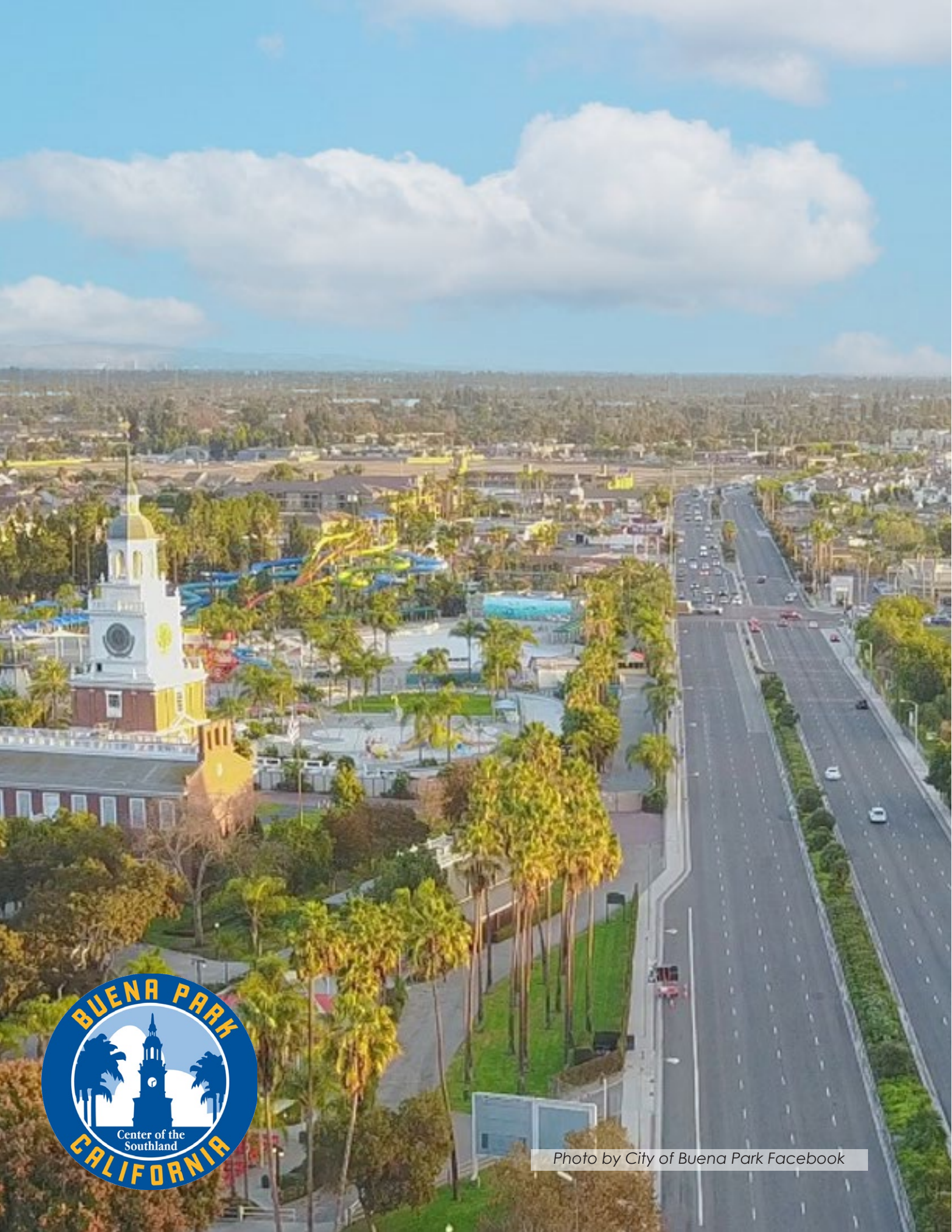


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CITY OF BUENA PARK
PARKS AND RECREATION
MASTER PLAN

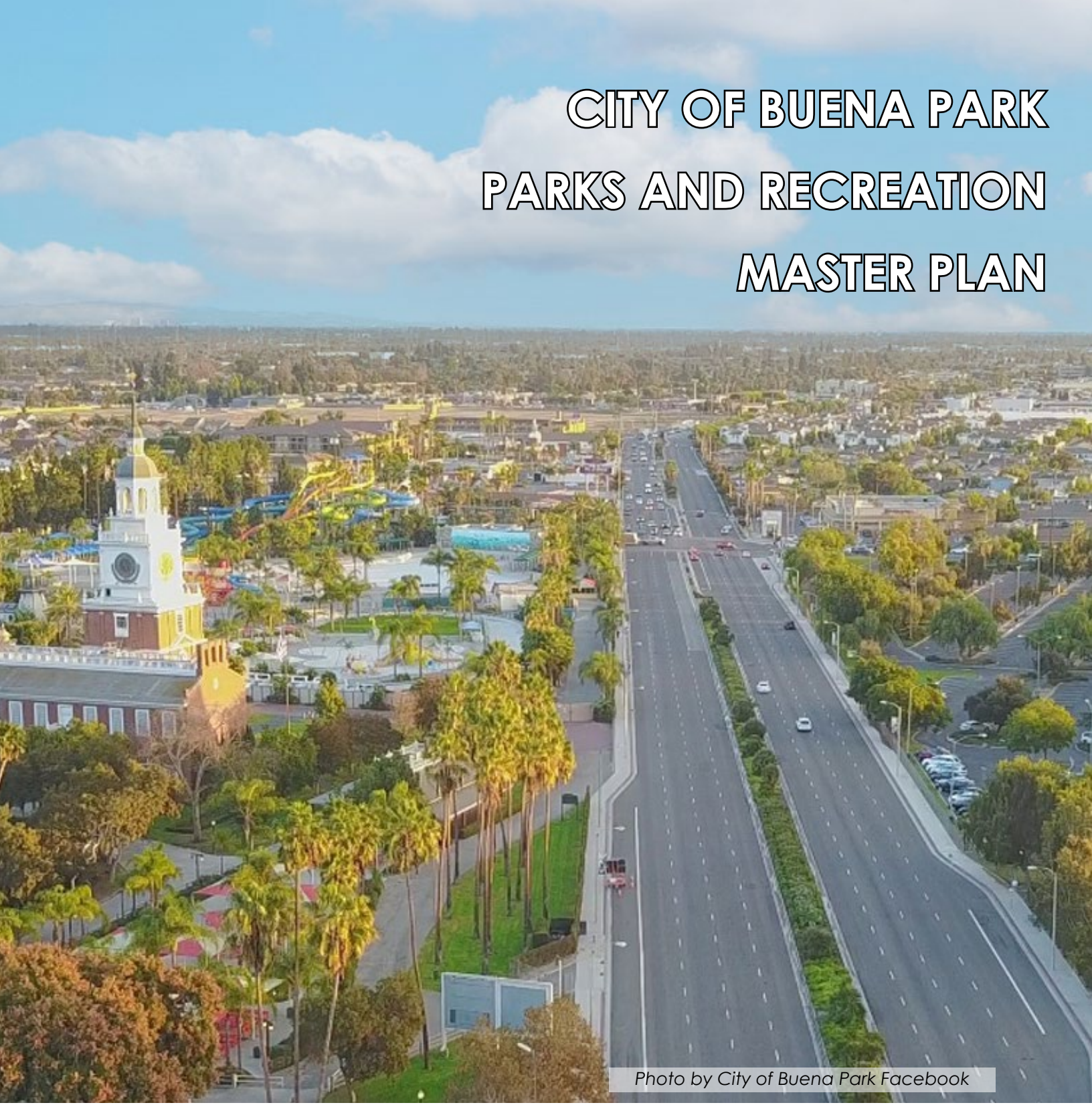


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2023

City of Buena Park

Parks and Recreation Master Plan

2023

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Photo by City of Buena Park



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Photo by City of Buena Park

EXECUTIVE SUMMARY

The Buena Park Parks and Recreation Master Plan serves as a guide and implementation tool for the management and development of parks and recreation facilities throughout the city. This document represents a summary of the extensive community input, research, and professional analysis. The culminating result is a community inspired plan for the future of parks and recreation in Buena Park.

The process began with a review of pertinent planning documents, existing park resources, and recreation opportunities. Following the initial inventory, an extensive community outreach campaign was developed through in-person workshops, online video presentations, one-on-one stakeholder interviews, public online surveys, direct website feedback, and a statistically valid multimodal survey. Throughout the process, project updates and summary results were posted to the project website. This website enabled community members to review updates and provide immediate feedback at any point in time. The combination of all these outreach methods enabled anyone in the community to have a voice in the process regardless of when and where meetings were held.

The result of the master planning process identified the following key strategies developed to balance the available inventory with the community recreational desires.

Key Strategy #1: Invest in the future through program development for younger generations.

Goal 1.1: Continue to provide and develop relevant youth programs.

Key Strategy #2: Establish a collaborative community support network focused on promoting safety and awareness.

Goal 2.1: Enhance security lighting and cameras in parks.
Goal 2.2: Promote safety in parks and facilities through enhanced security/ police patrols.
Goal 2.3: Assist those in need through continued homeless outreach.

Key Strategy #3: Develop programs to promote a healthy mind and body through active sports and wellness classes.

Goal 3.1: Maintain and install exercise equipment.
Goal 3.2: Promote and maintain sports programs and facilities.
Goal 3.3: Develop and promote health and wellness classes.

Key Strategy #4: Provide diverse program opportunities for all ages and abilities to strengthen the overall community fabric.

Goal 4.1: Develop and promote senior classes and activities.
Goal 4.2: Develop and promote arts and crafts classes.
Goal 4.3: Strengthen and support joint use programs / partnerships.
Goal 4.4: Continue to develop and promote community events.
Goal 4.5: Strengthen and support special needs programs.

Key Strategy #5: Modernize existing facilities and develop new recreation amenities.

Goal 5.1: Implement a new dog area amenities.
Goal 5.2: Maintain and install playground improvements.
Goal 5.3: Renovate / upgrade existing parks.
Goal 5.4: Maintain and install benches / seating.
Goal 5.5: Maintain and install shade structures.
Goal 5.6: Maintain and upgrade restroom facilities.
Goal 5.7: Increased maintenance of parks and facilities.
Goal 5.8: Enhance and expand parkland.
Goal 5.9: Implement new pickleball courts.

Key Strategy #6: Support outdoor recreation and community exploration through development of enhanced park amenities and trail connectivity.

Goal 6.1: Expand and enhance trail connectivity.

Key Strategy #7: Offer continued support for aquatic facilities and programming.

Goal 7.1: Develop and promote aquatic programming.
Goal 7.2: Implement Swimming pool improvements and a new splash pad.

In October 2023, during the final stages of the Master Plan project, City Council approved the renaming of three city parks. The city will implement new signage for these parks, as well as update park listings on the city website and printed materials. The new park names are as follows:

- Lindbergh Mini Park to Bessie Coleman Park
- Smith Murphy Park to Friendship Park
- San Marino Park to Heroes Park

The Master Plan report had already been developed and refers to the old park names throughout this report.

Photo by City of Buena Park



William Peak Park Pool

Photo by City of Buena Park

SECTION ONE: INTRODUCTION

1.1 Purpose of a Parks and Recreation Master Plan

The City of Buena Park has numerous parks and recreation opportunities available for its community members. Through these parks and recreation facilities, people can exercise, socialize, and connect with nature. In accordance with the City of Buena Park's mission to provide superior services that improve and enhance the community, this Master Plan has been developed for the sound management and governance of City's parks and recreation resources.

Mission Statement
The City of Buena Park is dedicated to providing superior, responsive services that improve and enhance the community and its quality of life.

-2015-2017 Strategic Plan

The community outreach process provides a clear understanding of the community's desires and needs for parks and recreation. Having this understanding enables strategic expenditures and improvements within the recreation system and maximizes the community impact. This report was developed in part to ensure the resources dedicated to sustaining recreation in Buena Park are continuously in line with community expectations and desires.

The Master Plan presented here is intended to be flexible and should be evaluated and/or modified every five (5) years as the City responds to unforeseen opportunities and constraints, as well as changes in residents' needs and demands in the context of other city priorities.



Larwin Park

1.2 Benefits of Parks and Recreation

The California Park and Recreation Society (CPRS) Vision Insight and Planning Project - Creating Community in the 21st Century identifies the mission of California's park and recreation agencies:

"To create community through people, parks and programs."

The CPRS VISION also identifies benefits of park and recreation services including:

- Foster Human Development. Parks and recreation services foster social, intellectual, physical, and emotional development.
- Promote Health and Wellness. Participation in recreation improves physical and emotional health.
- Increase Cultural Unity. Parks and recreation increase cultural unity through experiences that promote cultural understanding and celebrate diversity.
- Facilitate Community Problem-Solving. Park and recreation professionals have skills in facilitation and leadership that can be applied to resolve community problems and issues.
- Protect Natural Resources. By acquiring and protecting valuable resources as open space, such as rivers, streams, greenways, viewsheds, forests, and other habitat areas, natural resources are protected and habitat required for the survival of diverse species is preserved.
- Strengthen Safety and Security. Park and recreation professionals provide safe environments for recreation and design programs and services specifically to reduce criminal activity.
- Strengthen Community Image and Sense of Place. Parks, recreation facilities, programs, and community events are key factors in strengthening community image and creating a sense of place.
- Support Economic Development. Recreation programs and facilities attract and retain businesses and residents, as well as attract tourists. Parks and recreation provide jobs and generate income for the community and for local businesses.



Rick Gomez Park

1.3 Regional Setting

Buena Park is located on the northwestern boundary of Orange County. The city is 10.28 square miles. It is approximately 20 miles southeast of downtown Los Angeles. The city is easily accessible via major highways and is surrounded by the communities of Anaheim, Cypress, Fullerton, La Habra, La Palma, and the Los Angeles County communities of Cerritos and La Mirada.



Exhibit 1.3-1: City of Buena Park Regional Setting

1.4 Local Setting

Buena Park is known for its family-friendly attractions, including Knott's Berry Farm amusement park, the Medieval Times Dinner & Tournament, and the Pirates Dinner Adventure.

Buena Park, was founded in 1887 by James A. Whitaker, who purchased 690 acres of land from Abel Stearns. Whitaker's initiatives included opening a merchandise store, establishing a church, and promoting economic development with the arrival of the transcontinental railroad in southern Los Angeles County. In 1889, he attracted the Pacific Creamery Company, the first industry in Orange County, which canned condensed milk under the Lily Cream label.

The City of Buena Park was officially incorporated in 1953. On January 27, 1953, the first City Council was sworn in, with Grady Travis as the inaugural mayor. Since then, Buena Park has grown into a thriving city with over 80,000 residents, featuring residential neighborhoods, commercial areas, and various attractions. The city is shaped by neighborhoods and transportation corridors that provide both opportunities and constraints with respect to parks and recreation. These include:

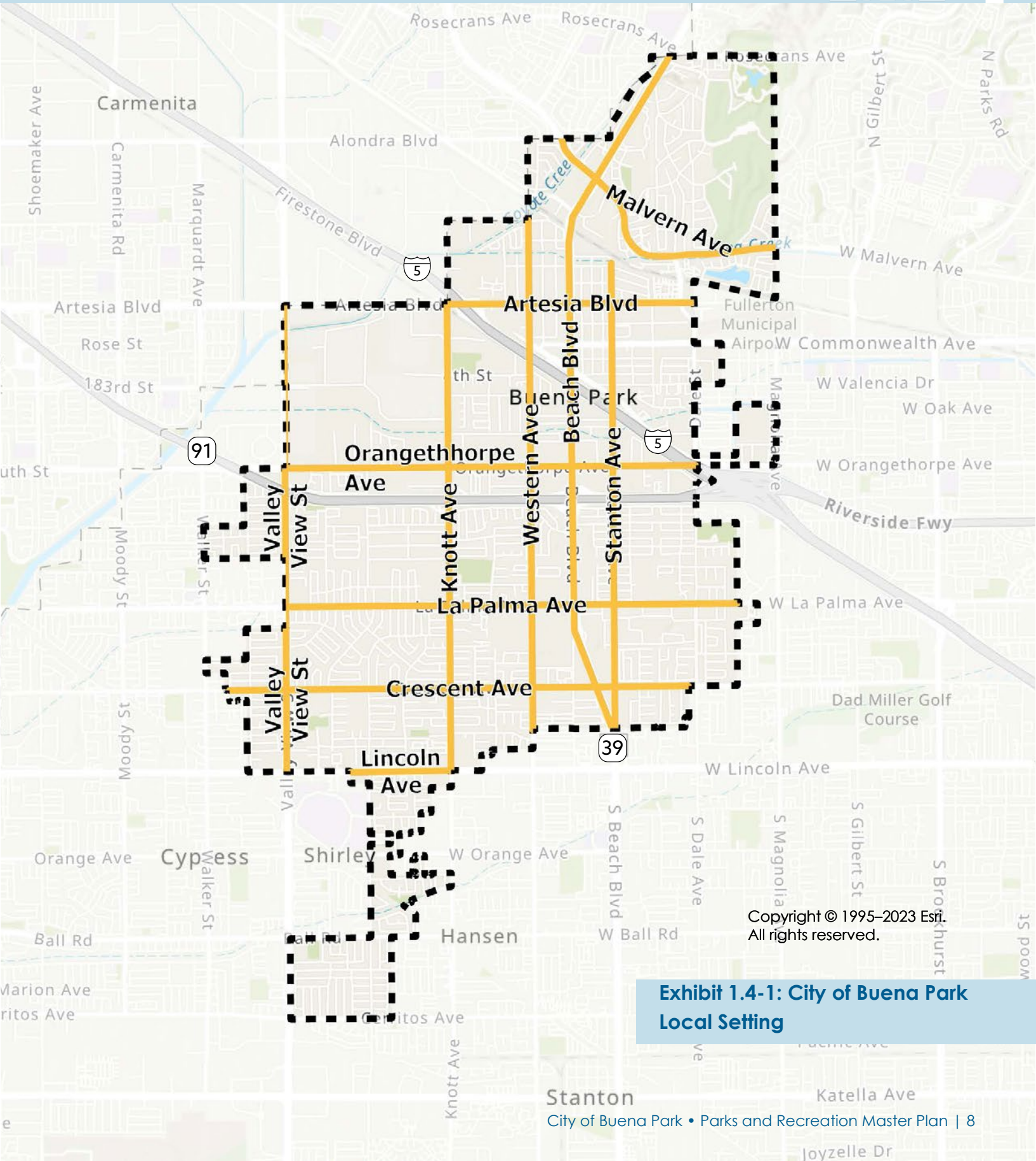
1 - Major Freeways (Interstate 5, State Route 91, State Route 39)



Photo by Google Maps

Major Freeways (Interstate 5, State Route 91, State Route 39)

These major freeways play a crucial role in facilitating transportation in and around Buena Park, making it convenient for residents and visitors to access nearby cities, attractions, and employment centers in the broader Los Angeles metropolitan area and Orange County.



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Exhibit 1.4-1: City of Buena Park Local Setting

1.5 Process

The Master Plan process began in December of 2022 and included six months of investigations, community outreach, and reporting. Critical to the process was the development of the Community Voice. Through the lens of the community, program and facility priorities are set, leading to the final updated recommendations required to continue the development of parks and recreation in Buena Park.

Over a seven-month period (January-July) focused community outreach methods were used to collect data from various segments of the community. Stakeholder interviews, in-person workshops, online surveys, direct feedback surveys, and a statistically valid multimodal community survey were each conducted to gather insight into the community's views and desires for recreation programs, services, and facilities.

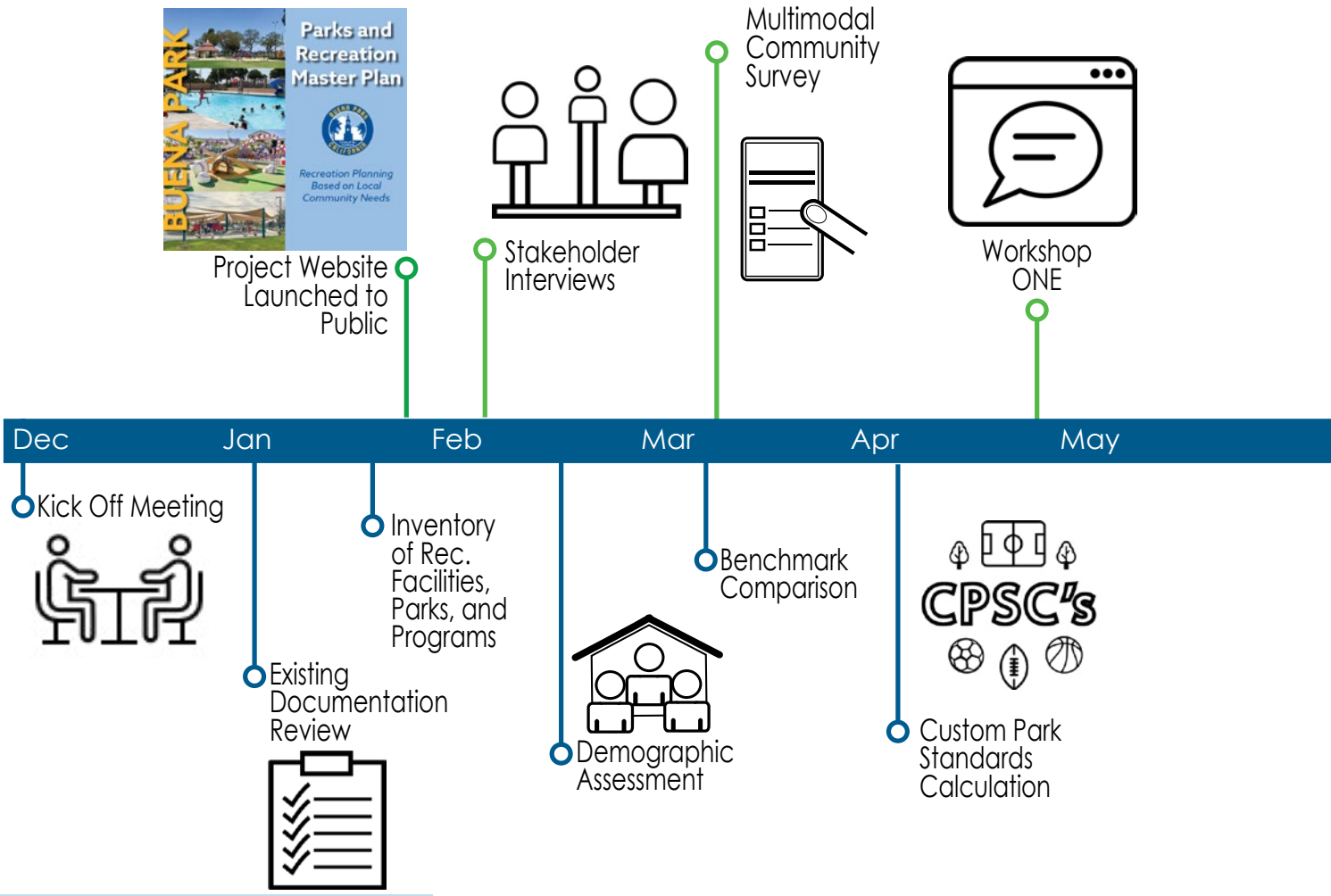


Exhibit 1.5-1: Project Timeline

A project website was developed that outlined the Master Plan goals and objectives and identified a schedule of dates on how to be involved in the outreach opportunities. As each segment of the community outreach was completed, the results were placed on the website for the community to view and provide feedback on. This component extended the ability for anyone to review the information collected and provide feedback at any time.

After the outreach process was completed, the data was synthesized into a prioritized programs and facilities matrix clearly portraying the voice of the community. This list of priorities was then compared against the inventory of existing facilities during the months of July through August. The results of the comparison formed the basis for the recommendations presented in this report. At the end of 2023, this report and subsequent presentations were developed to clearly illustrate what facilities exist, what the community priorities are, and how the two can align today and in the future.



1.6 Related Studies

There are existing documents and plans that relate to the planning of recreation and influence its direction. These documents and their relationship to the planning process include:

Buena Park 2035 General Plan (2010)

Each city in California is required by State law to adopt a comprehensive, long-term General Plan for its own physical development. The General Plan consists of mandatory and discretionary elements including land use and community design, mobility, community facilities, conservation and sustainability, open space and recreation, safety, noise, economic development, and housing. California State law requires that the day-to-day decisions of a city should follow logically from, and be consistent with, the General Plan. The current version of the Buena Park 2035 General Plan can be viewed at the city website.

Open Space and Recreation Element (2010)

California State Government Code Section 65560(b)(3) stipulates that the General Plan address "…Open space for outdoor recreation, including but not limited to, areas of outstanding scenic, historical and cultural value; areas particularly suited for park and recreation purposes, including access to lakes shores, beaches, and rivers, and streams; and areas which serve as links between major recreation and open space reservations, including utility easements, banks of rivers and streams, trails, and scenic highway corridors…" The City of Buena Park has expanded the Open Space Element to include parks and recreation. Some of highlights outlined in the Open Space and Recreation Element include:

- Establishes a standard of 3.0 acres of parkland per 1,000 persons.
- Ordinance No. 1416, adopted January 8, 2002, requires the dedication of parkland and/or payment of fees in lieu for dedication of parkland based on 3.0 acres per 1,000 persons for new residential development.
  The Open Space and Recreation Element in the City's General Plan contains principles, goals, and policies that have been developed to help achieve an equitable balance of recreational resources, and to adapt to future open space and recreation needs. The Open Space and Recreation Element can be viewed on the city website.

Housing Element (2022)

The Housing Element represents an awareness of the need within the City of Buena Park to assure that housing is provided for all economic segments of the community. The Element also satisfies the legal requirements that housing policy be a part of the General Plan. This Buena Park Housing Element complies with the 2021-2029 update cycle for jurisdictions in the Southern California Association of Governments (SCAG) region. Proposed residential projects include the Orchard View Senior Apartments: 8300 Valley View Street. The Housing Element can be viewed at the city website.

Entertainment Corridor Specific Plan (2019)

The Entertainment Corridor Specific Plan establishes guidelines and development standards for a one-mile stretch along Beach Boulevard. Located in the center of Buena Park, the Beach Boulevard Entertainment Corridor is a unique tourist/commercial area. Knott's Berry Farm, Knott's Soak City, Pirates Dinner Adventure, and Medieval Times are unique Southern California entertainment attractions located in the Entertainment Corridor. In addition, the nearby Buena Park Mall on La Palma Avenue further complements and supports the entertainment and recreational uses in the Entertainment Corridor.

Beach & Orangethorpe Mixed Use Specific Plan (2008)

The Beach and Orangethorpe Mixed Use Specific Plan establishes guidelines and development standards for a retail-focused, mixed-use development located near the junction of two major freeways (Interstate 5 and State Route 91) and along major arterial roads (Beach Boulevard and Orangethorpe Avenue). The development will function as the north gateway to the City's Tourist Entertainment Corridor. The development was constructed in 2017. The Source OC is a 500,000 sq. ft. retail, office, restaurant, hotel, and entertainment complex on the 12.5 acre site. The development is a Buena Park landmark creating a premier destination featuring a wide array of shopping, dining, and entertainment. The multi-story development features unique and energetic contemporary design with state-of-the-art electronic imagery. This dynamic and exciting environment brings a fresh combination of businesses to Buena Park.

Complete Streets Master Plan (2017)

Buena Park received a grant from St. Jude Hospital to create a Complete Streets Master Plan, in line with the Orange County Complete Streets Initiative (OCCSI) Design Handbook. The OCCSI Handbook offers guidance for different street types, and Buena Park's streets mainly fit into Mixed Land Use Corridor and Neighborhood Main Street categories, where they plan to implement features like wider sidewalks, transit amenities, and pedestrian crossings to improve safety and sustainability.

In August 2017, the City of Buena Park adopted the Complete Streets Master Plan. Complete Streets not only improve individual mobility and safety; they promote better health, provide a cleaner environment, and enhance a sense of place and community. The City applied for, and received funding for the construction of Dale Street Complete Street project, and the project is anticipated to be constructed in FY 2025-2026.

Active Transportation Plan (ongoing)

The goal of this study is to establish a more comprehensive and equitable network, enabling community members to access local and regional destinations, including transit hubs, via walking and biking. The Buena Park Active Transportation Network currently consists of isolated corridors, primarily in the city's northern region. The existing bicycle facilities and OCTA transit stops have limited access to schools. Notably, the majority of arterial streets in Buena Park operate at speeds of 40-45 miles per hour, and many key locations like shopping areas, schools, and parks are adjacent to these high-traffic arterials, presenting a challenge for active transportation.

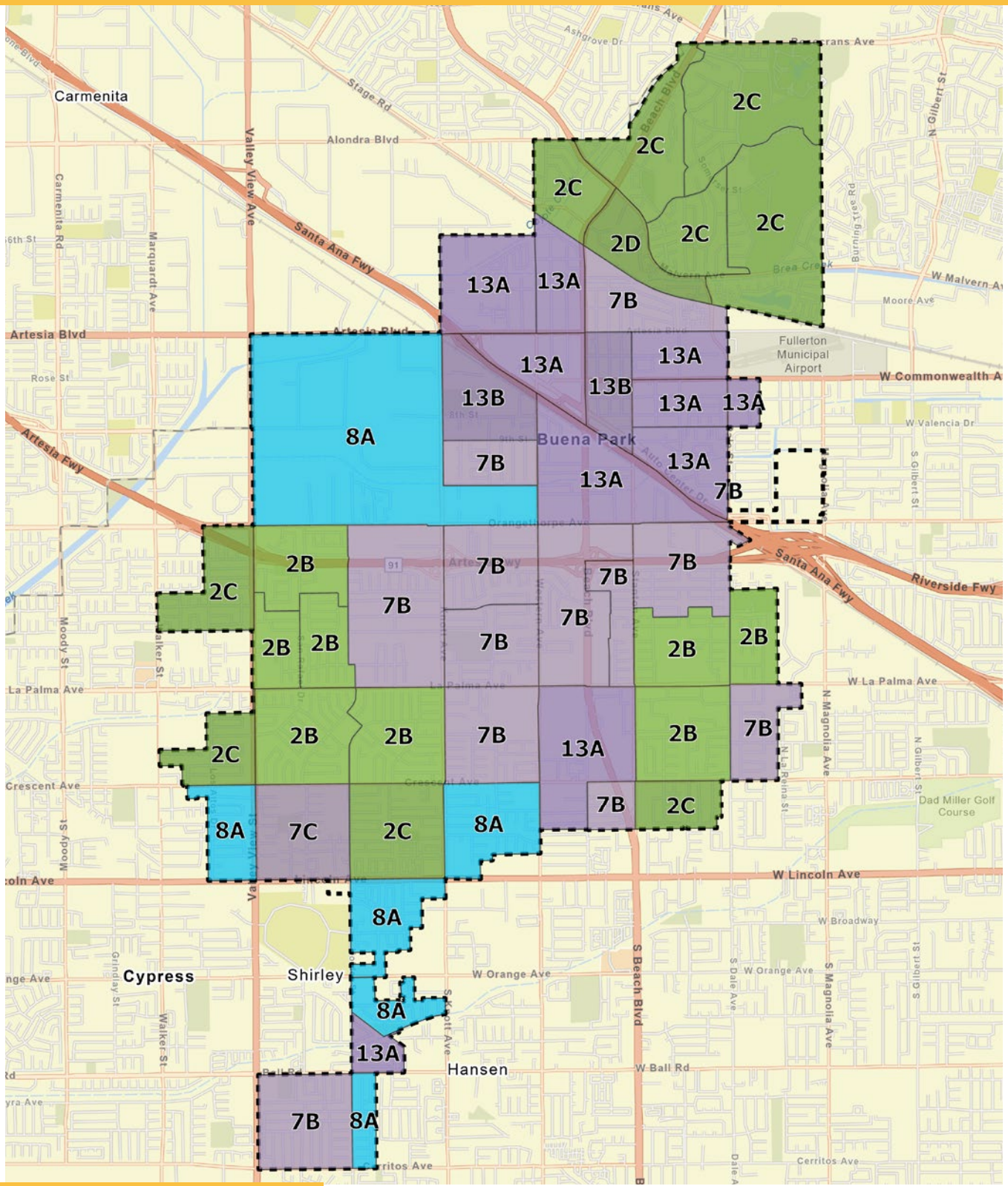


Exhibit 2.1-1: Buena Park Tapestry Map

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SECTION TWO:
COMMUNITY VOICE 2

2.1 Who is Buena Park? A Community Profile

Understanding the demographic context of a community can create a valuable perspective for understanding current parks and recreation facility and program requirements and, moreover, for anticipating parks and recreation facility and program needs in the future. A complete demographics analysis was developed utilizing the 2022 Environmental Systems Research Institute (ESRI) demographic datasets including the Tapestry Segmentation. This information provides a deeper understanding of "who" the community is and "where" they are geographically and economically.

All of Buena Park's households fall into one of four Tapestry LifeMode groups:

2 (2B, 2C, 2D)

Average Age:	40.2
Average Income:	$91K
% of Buena Park HH:	35.30%

Typically prosperous married couples living in older suburban neighborhoods or townhomes. Majority are homeowners. Many with older children. Generally interested in active recreation and fitness.

7 (7B, 7C)

Average Age:	33.3
Average Income:	$56.5K
% of Buena Park HH:	27.89%

Typically young married couples with children and grandparents who are multi-generational and multilingual. Focus on children activities. Generally interested in sports and water/theme parks. Comfortable with technology.

13 (13A, 13B)

Average Age:	30.6
Average Income:	$42K
% of Buena Park HH:	27.44%

Typically married couples with children. Includes Spanish speaking households. Generally interested in active recreation including soccer. Enjoy music and theme parks. May use public transportation.

8 (8A)

Average Age:	39
Average Income:	$69K
% of Buena Park HH:	9.37%

Mix of single/married, renters/ homeowners, and middle/working class. Majority attended college. Internet savvy. Commonly interested in night life and outdoor activities.

How old are Buena Park residents?

The City of Buena Park's Age Profile is illustrated in Exhibit 3 and Exhibit 3.1. The City of Buena Park's age profile is similar to that of the County of Orange. Buena Park has a slightly higher youth population compared to the County of Orange; 23% of the population is below 19 years of age. 14% of the population in Buena Park is over 65 years of age, which is lower than the 17.6% that are over 65 years of age for all of Orange County.

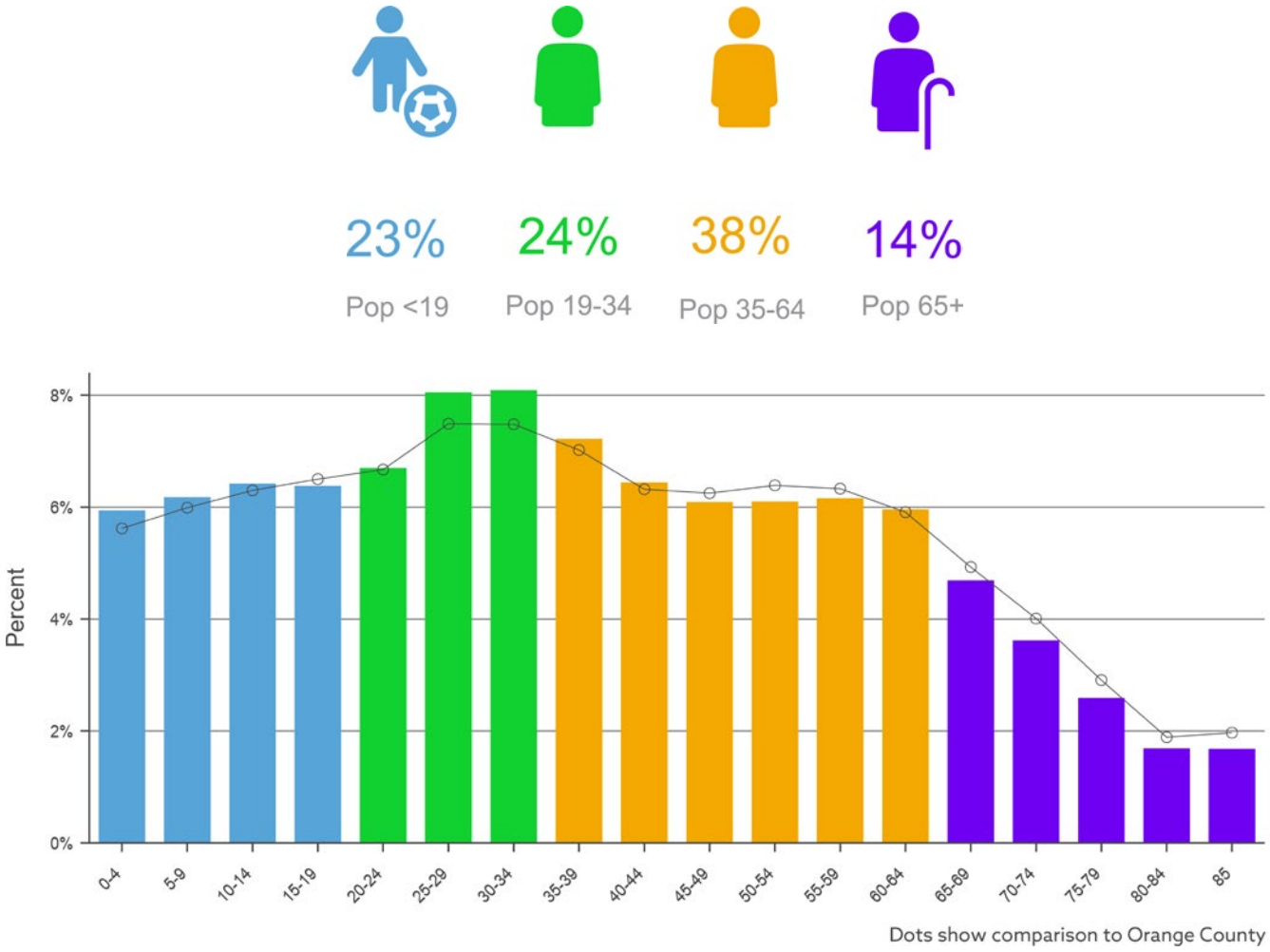


Exhibit 2.1-2: Buena Park Age Profile Compared to Orange County

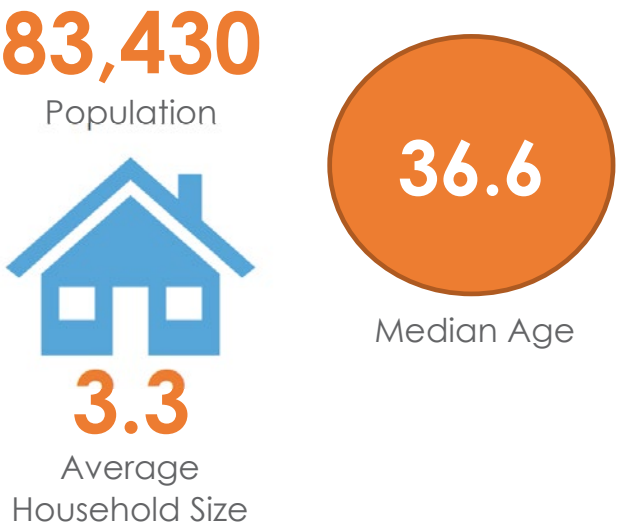
To enhance the analysis population growth, housing unit growth, and age profiles for the resident population was compiled. Highlights of these demographic trends include:

- The Esri forecast data set predicts a decrease in the population with a total population of 82,780 in 2027. The five year growth percent change from 2022 to 2027 of -0.9% is below the County's average growth rate of -0.1% change from 2022 to 2027. The forecasted population for the City of Buena Park in 2032 is 83,491.

- Housing unit growth in the City during the 2010 to 2022 time frame occurred at a 4.3% rate, with approximately 88 new housing units documented each year on average. The City housing unit growth during the 2010-2022 time frame (4.3%) was below the rate in the County which was 8.9%.

- Average household size in the City of Buena Park remained the same with 3.37 persons per household in 2010 to 3.30 persons per household in 2022 which is higher than the County average of 2.91 persons per household in 2022.

- The most recent 2022 Housing Element plans for approximately 10,000 new units over approximately 400 parcels at various densities.



Source: 2022 Department of Finance Estimate and Esri 2022 Demographic Data

Community Profile Overview

Buena Park is characterized by a slightly higher youth population and a lower percentage of residents over 65 years of age compared to the county's average. Approximately 23% of the population in Buena Park is below 19 years of age, highlighting the city's family-friendly environment and appeal to young families. In contrast, around 14% of the population is over 65 years old, showing a relatively smaller proportion of elderly residents. The city's population is forecasted to experience a slight decrease over the coming years, with a total population of 82,780 projected for 2027. Despite this, Buena Park maintains a community-oriented atmosphere, with an average household size of 3.30 persons per household, surpassing the county's average. With its diverse demographics and range of amenities, Buena Park continues to be an attractive and dynamic place to call home.

2.2 Outreach and Engagement

The community outreach campaign developed for this Master Plan utilized multiple methods of information sharing and data collection including in-person presentations, online video presentations, one-on-one stakeholder interviews, public online surveys, a statistically valid multimodal survey, and online website feedback surveys.

Throughout the process, project updates and summary results were posted to the project website. This website enabled community members to review updates and provide immediate feedback at any point in time. This resource enabled anyone in the community to have a voice in the process regardless of when and where meetings were held.

The purpose of gathering community input through a variety of methods is to ensure that the Master Plan is as inclusive as possible and that it reflects the views, preferences, and recreation patterns of Buena Park residents. Within this section, community feedback has been recorded in three (3) separate categories:

1 **Category One: One-on-One Stakeholder Interviews**
Direct one-on-one interviews with key stakeholders and elected officials were conducted in a format where participant's discuss key issues and opinions on facility needs and programmatic recommendations that should be researched in the Master Plan.

2 **Category Two: Community at Large Public Workshops**
Public community consensus-building workshops were held via in-person meetings and surveys. Meetings were open to the public where community members could learn about past survey results, ask questions of the design team, and participate in surveys.

3 **Category Three: Statistically Valid Survey**
Direct survey responses were collected through a statistically valid multimodal survey. This survey was conducted via telephone (land lines and cell numbers), text, and email to ensure the population demographic was represented.

Total Combined Participants Reached:

2,966
Total Website Views

13
Stakeholder Interviews

20
Total Website Feedback Comments

279
Total Social Media Likes

402
Total Surveys Completed

490
Total YouTube Video Views

1,795
Residents Represented in Multimodal Survey of
544
Households

3,701
Residents Represented by
9
Sports Organizations Surveyed

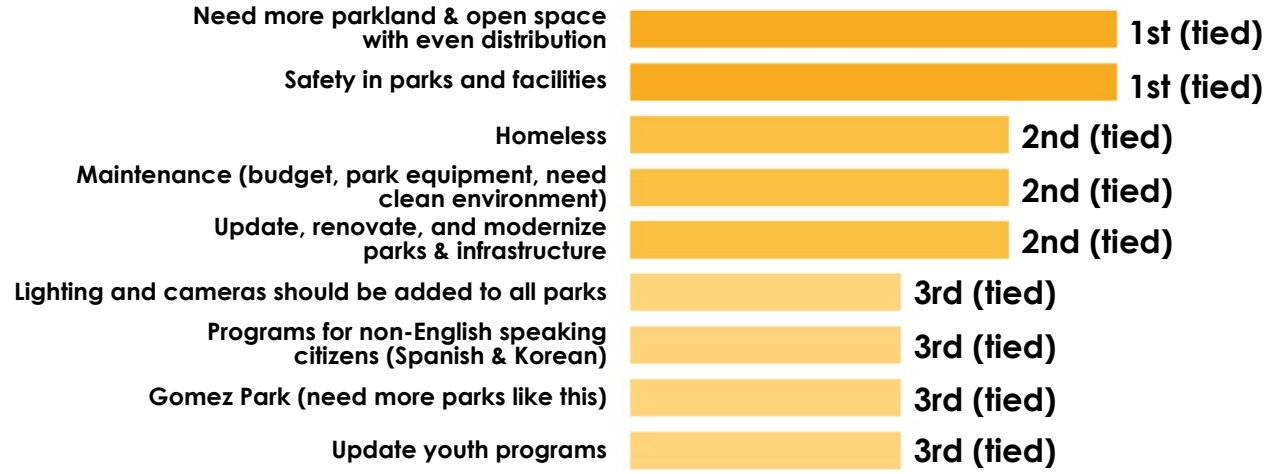
All participation numbers as of 9/6/23.

Stakeholder Interviews

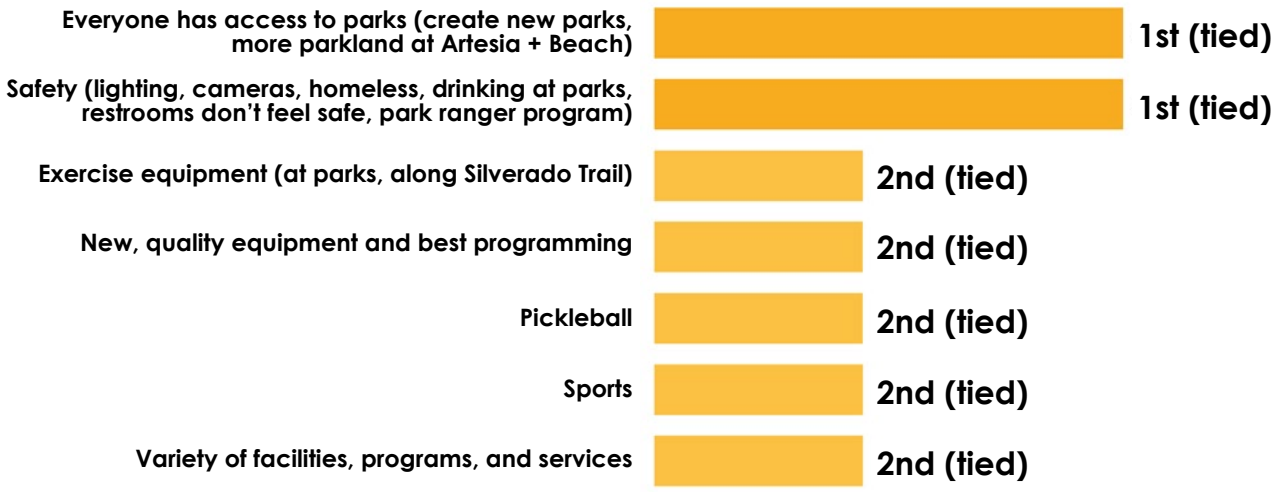
Stakeholder Interviews:

The following summarizes the results of the thirteen (13) stakeholder interviews conducted as a part of the public outreach effort to assist in the preparation of the Master Plan. The interviews were held between March 8, 2023 and May 30, 2023. Stakeholders were interviewed in a one-on-one environment in either in-person meetings or over a secure online virtual meeting. Over a series of seven (7) questions, various topics were discussed to identify important recreation issues, programs, facilities, as well as areas the Community Services Department could improve upon. The following charts illustrate the frequency of similar responses.

What are the most important issues in Buena Park related to the parks, recreation facilities, programs, and services currently provided?



What are the most important parks, recreation facilities, programs, and services for residents in the future?



PROGRAMS

What is the one program, class, or activity you would most like to see added or expanded in Buena Park to meet the needs of the community?

MOST COMMONLY IDENTIFIED:

- Health and wellness classes (for all ages)
- Transportation (bike/bus program with school districts, multimodal, to parks from park poor areas)

Additional Responses Included:

- Ethnic programs & events (for Korean population, culturally sensitive)
- Joint use programs (with schools, library, boys & girls club, mutually beneficial green space)
- After school programs (Wings Program/ Savanna School District)
- Aquatics
- Childcare (affordable, 1-2 yr old for city employees, 3+ years old for public)

FACILITIES

What is the one park feature or recreation facility you would most like to see added or improved in Buena Park to meet the needs of the community?

MOST COMMONLY IDENTIFIED:

- Bike trails (connecting parks, loop around city)
- Exercise equipment (at all parks, for all ages)
- Pump track (Bike/skate/skateboard/ scooter park)
- Walking trail (access for community at Beat Park from Savanna St)

Additional Responses Included:

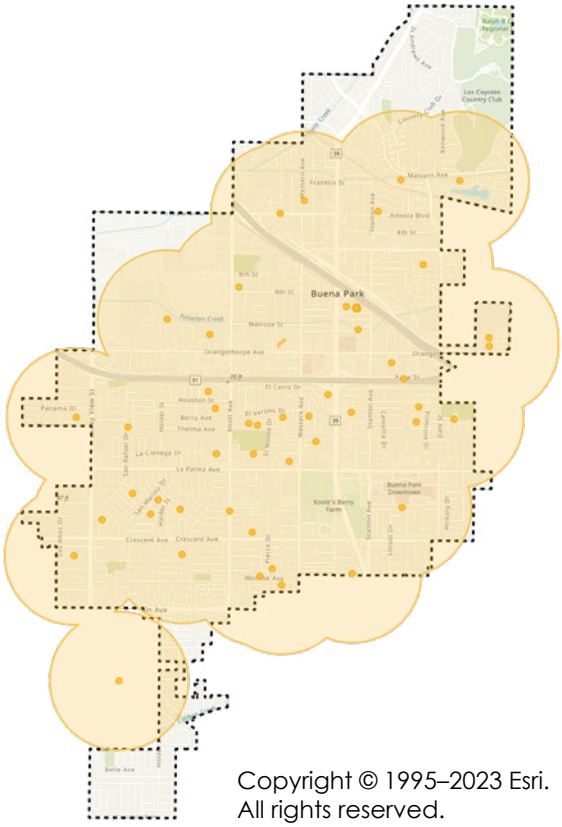
- Brenner Park improvements (wading pool / splash pad)
- More seating in parks (group seating, living room seating, along walking trails)
- Public gym / Community fitness center with classrooms for nutrition class/health/ wellness

Additional details that were discussed as well as individual answers are available in the Appendix document.

Community Workshops

Community Workshop 1

This initial community meeting was focused on seeking high-level information about the community characteristics, issues, and trends, as well as what role the City can play in supporting those community characteristics that make Buena Park a great place to live, work, and play. Buena Park residents that attended the community workshop learned about the Parks and Recreation Master Plan process, City demographics, and existing resources, followed by a brief outline of the evening's workshop agenda. Workshop #1 commenced on April 27, 2023, from 6:00pm to 8:00pm at Buena Park Community Center. The workshop was in person and the presentation was made available online for those who could not attend. Twenty-one (21) attendees participated in the evening workshop.



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Exhibit 2.2-1: Community Workshop 1 Survey Distribution Map

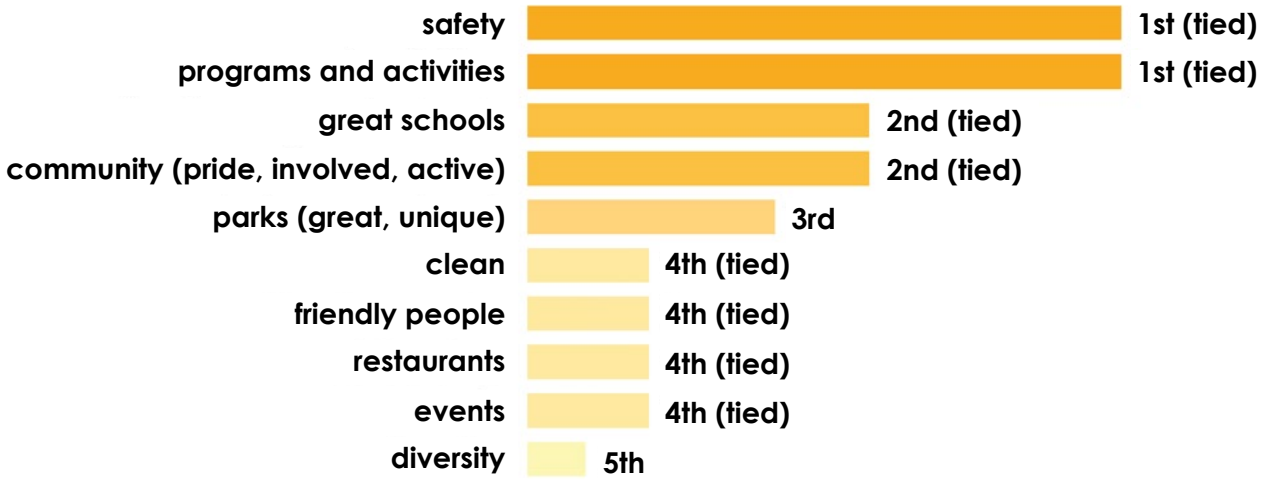
The Workshop #1 Survey was open for over two weeks until May 15, 2023. The survey was available online and paper copies were available at the Buena Park Community Center, Ehlers Event Center, Community Gymnasium, and Peak Park Pool. The Workshop #1 Survey was also advertised on the City's social media, City website, and flyers were distributed at all parks. A total of ninety-four (94) surveys were completed.



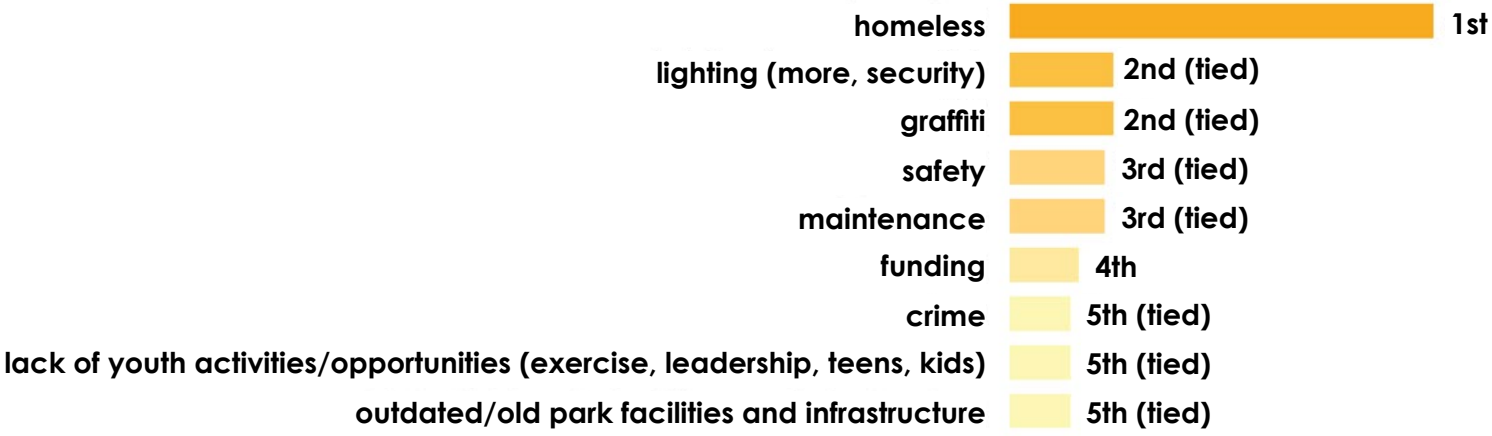
Photo by RJM Design Group

Community Workshop 1 on April 27th, 2023

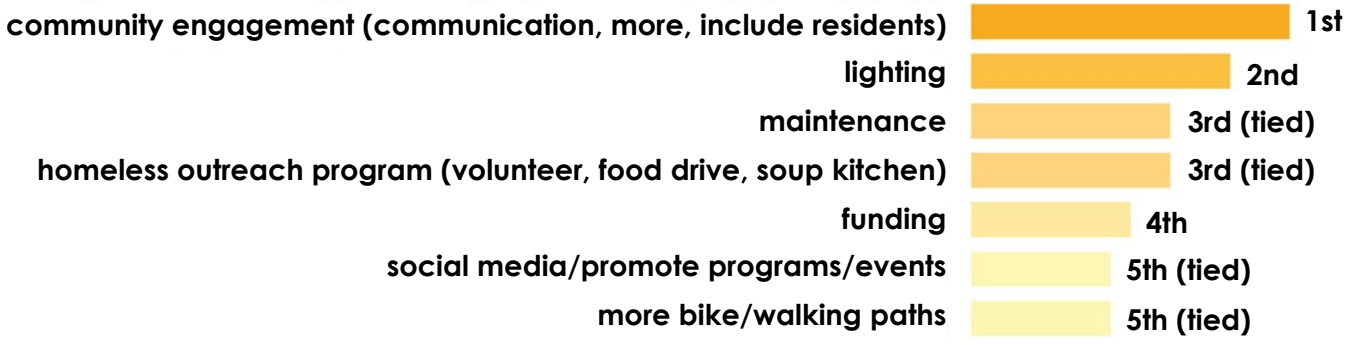
What are the most important community characteristics that make the City of Buena Park a great place to live, work and play?



What are the issues or trends that may be negatively impacting those important community characteristics and should be considered in the Parks and Recreation Master Plan?



What role can the Community Services Department play in addressing those issues and support the community characteristics that make the City of Buena Park a great place to live, work and play?

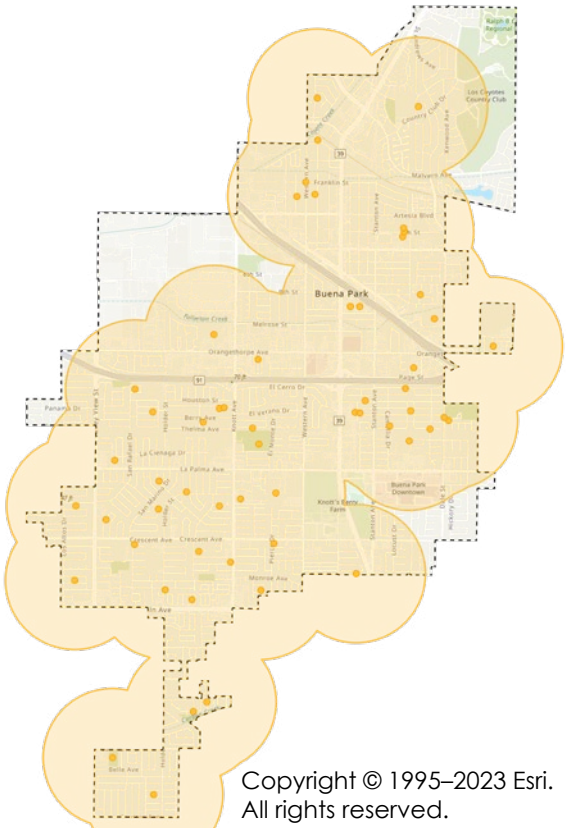


Community Workshops

Community Workshop 2

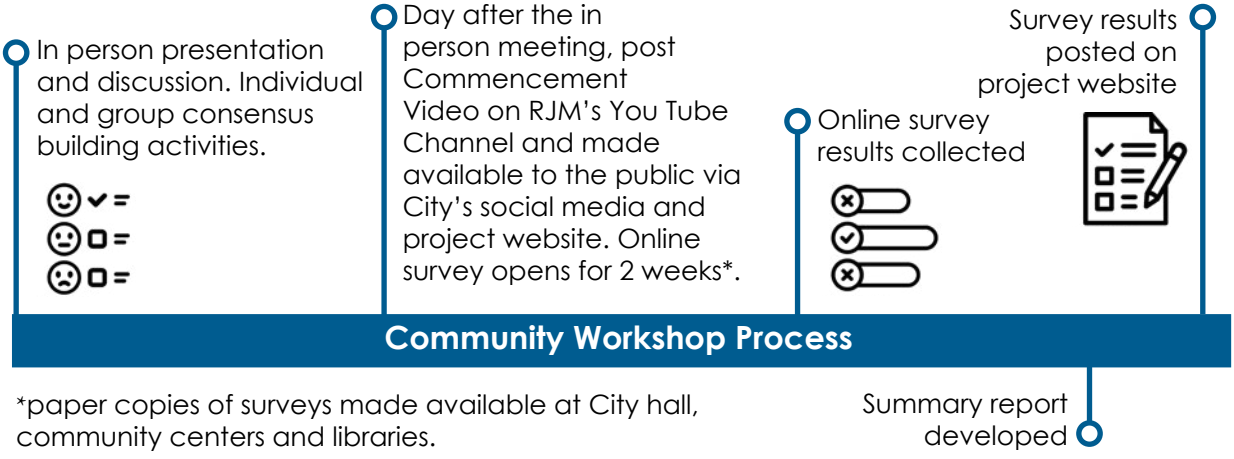
Residents of the City of Buena Park were invited to the second community workshop to learn about the Parks and Recreation Master Plan process, and to participate in the second survey. Workshop #2 commenced on June 8, 2023, from 6:00pm to 8:00pm at the Ehlers Event Center. The workshop was in person and the presentation was made available online for those who could not attend. Twenty-eight (28) attendees participated in the evening workshop. RJM shared an overview of the Parks and Recreation Master Plan process, City demographics, existing resources, and results of the community workshop #1, followed by a brief outline of the evening's workshop agenda. Workshop participants filled out the survey individually and then discussed their answers to achieve a consensus among their group.

The Workshop #2 survey was open for a little over two weeks until June 25, 2023. The survey was available online and paper copies were available at all community centers. The Workshop #2 Survey was also advertised on the City's social media, City website, and flyers with QR codes were distributed at all parks and facilities. A total of one hundred sixty five (165) surveys were completed.

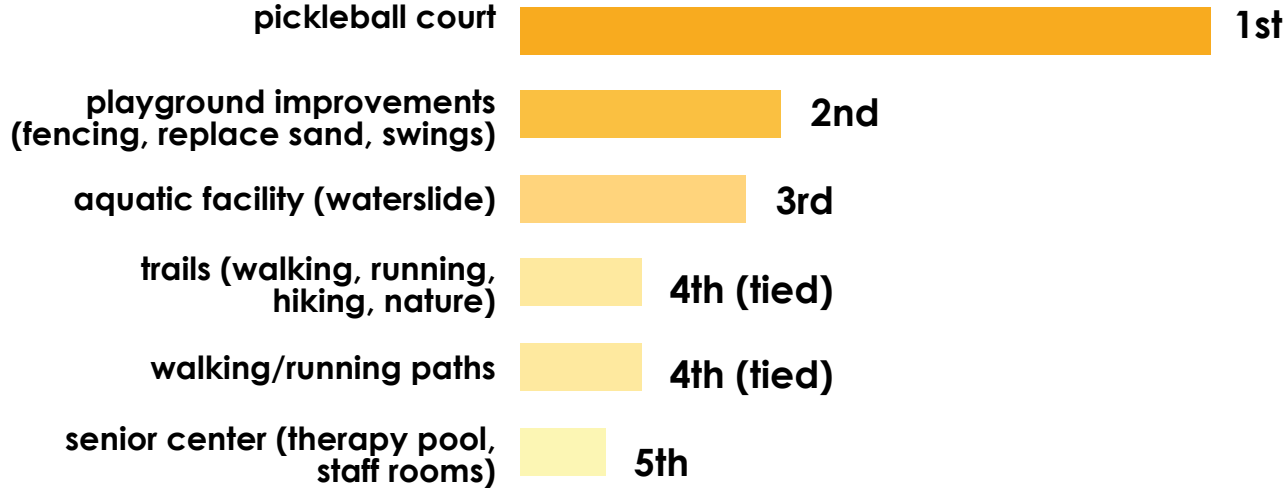


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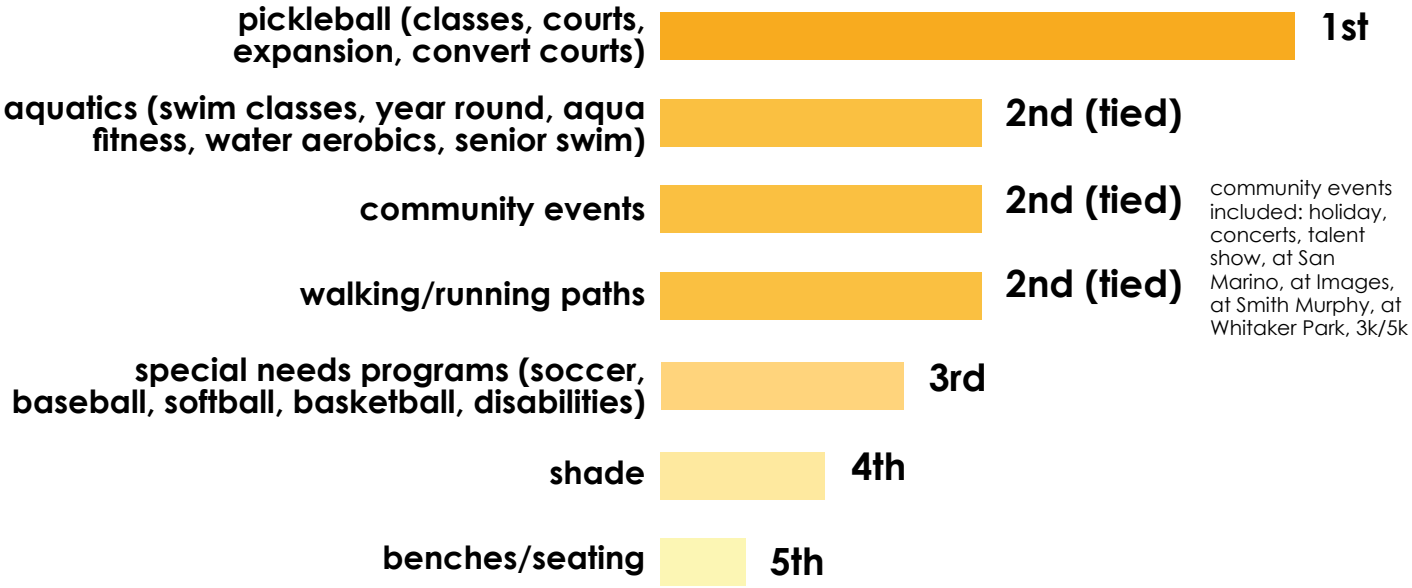
Exhibit 2.2-2: Community Workshop 2 Survey Distribution Map



What is one park feature or recreation facility you would most like to see added or improved in the City of Buena Park?



What is one recreation program, class, activity, or service you would most like to see added or improved in the City of Buena Park?



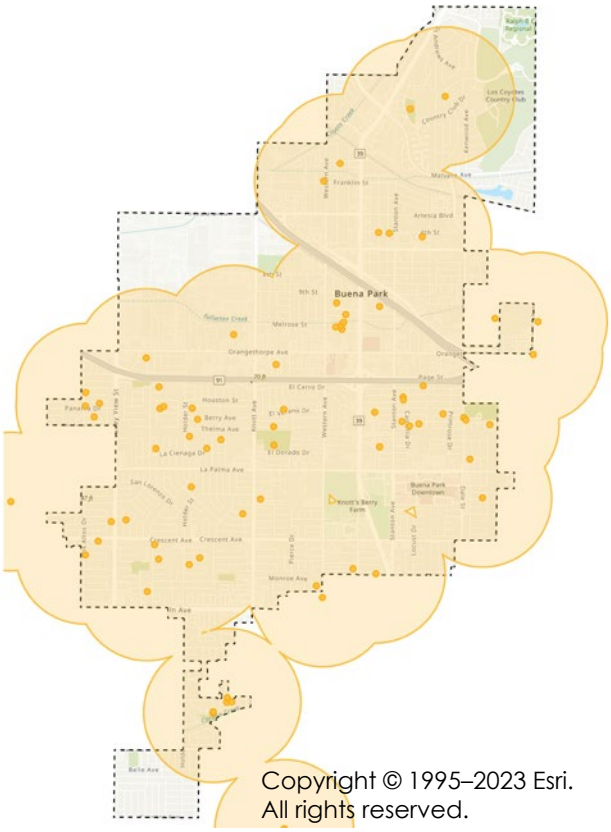
community events included: holiday, concerts, talent show, at San Marino, at Images, at Smith Murphy, at Whitaker Park, 3k/5k

Community Workshops

Community Workshop 3

Residents of the City of Buena Park were invited to the community workshop to learn about the Parks and Recreation Master Plan process, and to participate in the third Survey. Workshop #3 commenced on July 20, 2023, from 6:00pm to 8:00pm at the Buena Park Community Center. The workshop was in person and available online for those who could not attend. Twenty (20) attendees participated in the evening workshop. RJM shared an overview of the Master Plan process, City demographics, and existing resources, followed by a brief outline of the evening's workshop agenda. Workshop participants filled out the survey individually and then discussed their answers to achieve a consensus among their group.

The Workshop #3 Survey was open for a little over two weeks until August 6, 2023 and was available online and paper copies were available at all community centers. The Workshop #3 Survey was also advertised on the City's social media, City website, City pop-up events.



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Exhibit 2.2-3: Community Workshop 3 Survey Distribution Map

PROGRAM NEEDS

- Aquatics (swim classes, aqua fitness classes)
- Security/police patrols (enforce drinking/smoking rules, park ranger)
- Afterschool program
- Safety in parks and facilities
- Special needs programs (adults, sports)
- College and career readiness class / teen leadership
- Homeless outreach

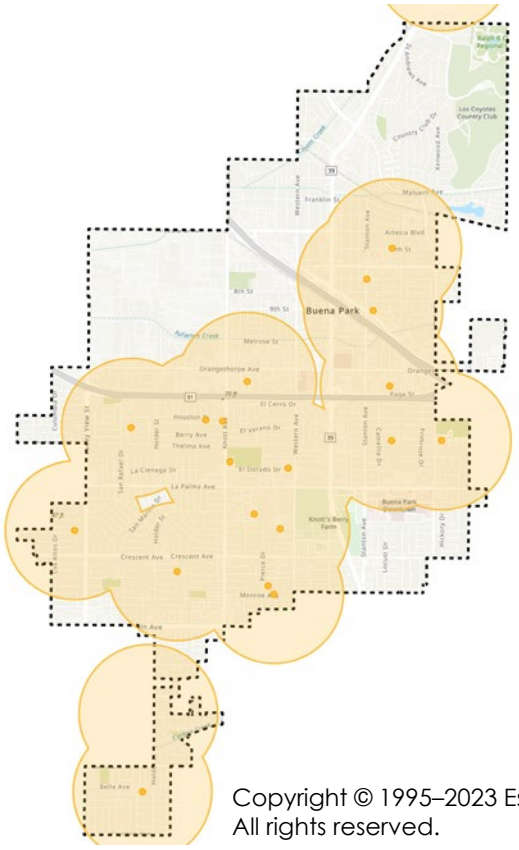
FACILITY NEEDS

- Dog area (dog park, obstacle course, dog playground)
- Restroom improvements (replace/fix equipment, safety, open hours)
- Trails (walking paths, hiking, nature)
- Playground improvements
- Renovate/upgrade existing parks

Project Website and Feedback

A project website was developed to keep the community informed all day, everyday. The website launched to the public on February 6, 2023. Throughout the project, updates were published and surveys made available on the project website. Website views totaled 2,966, averaging 8 views per day.

A total of 20 feedback comments were received throughout the project. The feedback survey option was available on the project website and opened with the website launch in February 2023 and remained open for the duration of the project.



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Exhibit 2.2-4: Feedback Survey Distribution Map

Programs



Facilities



Exhibit 2.2-5: Word Cloud Summary of Feedback Comments

Statistically Valid Multimodal Survey

Statistically Valid Multimodal Survey

A total of 544 residents were surveyed between February 27, 2023 and March 6, 2023. A survey of this size yields a margin of error of +/-4.2%, with a confidence level of 95%. The survey followed a mixed-method design that employed multiple recruiting methods (email, text, and telephone) and multiple data collection methods (telephone and online). Administered in English (84%), Spanish (12%), and Korean (4%) languages between February 27, 2023 and March 6, 2023, the average interview lasted 15 minutes. Security measures precluded individuals from completing the survey more than once and allowed only the designated respondents to complete the survey. Online respondents were able to use their computer, tablet, or smart phone to participate.

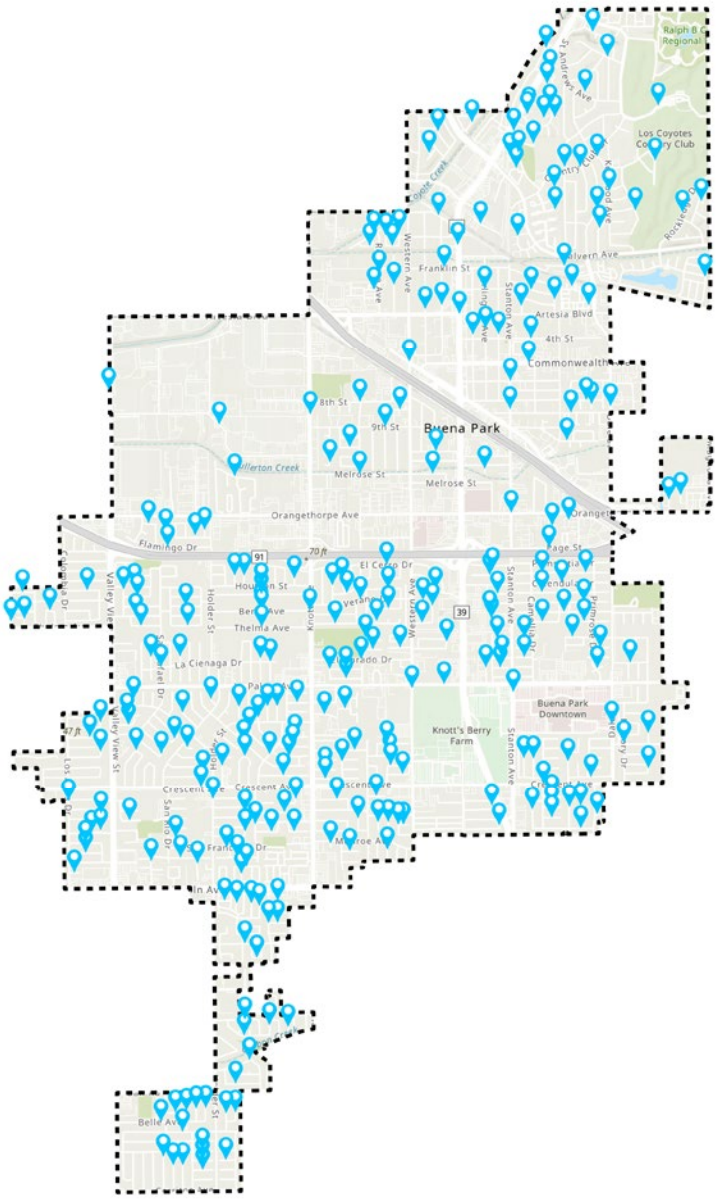


Exhibit 2.2-5: Multimodal Survey Distribution Map

Our sample used stratified random sampling methodology to ensure that the demographic proportions of survey respondents match the demographic composition of City of Buena Park residents.

Critical in the data collected is the geolocation of the participants. Exhibit 2.2-5 indicates that there was an equal geographic distribution of participants across the City. This not only validates the statistically valid component of the survey, but also indicates there is not a geographic bias in the data being recorded from only one end of the community and not the other.

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Subjects explored in the context of the multimodal survey included:

60%
Are Satisfied with City Recreation Programs, Classes, Activities, or Services

68%
Are Satisfied with Parks, Open Space, and Facilities

24%
Listed William Peak Park as the Most Often Used Park or Recreation Facility

84%
Visit a Park or Recreational Facility in Buena Park at Least Monthly

68%
Are Satisfied with the Maintenance of Parks, Open Space, and Facilities

74%
Get Information from the City Website, Google, or Social Media

What Program Residents Would Most Like to See Added

- **11.1%** Fitness, gym classes
- **11.1%** Swimming classes
- **6.8%** Activities, classes for toddlers, children
- **6.7%** Yoga, meditation, Pilates classes
- **5.9%** Dance classes
- **5.6%** Art & craft classes
- **5.2%** Senior classes, activities
- **4.9%** Hiking, walking in the park
- **4.9%** Enrichment, education classes
- **4.7%** Provide more police presence, safety
- **4.6%** Community swimming pool
- **4.4%** Martial arts, Tai Chi, self-defense classes
- **4.3%** Soccer fields, leagues

What Facility Residents Would Most Like to See Added

- **13.3%** Provide, improve playgrounds
- **10.5%** Improve public safety
- **10.4%** Provide, improve walking, hiking trails
- **9.0%** Improve landscaping, trees
- **8.7%** Provide, improve dog parks
- **7.9%** Provide, improve fitness, exercise equipment
- **7.5%** Improve maintenance of restrooms
- **6.9%** Provide, improve community pool
- **6.8%** Provide, improve lighting
- **5.4%** Provide, improve sports fields

Sports Organizations

Sports Organization Survey

A questionnaire was designed and distributed to the organized sports groups that use the City facilities. This questionnaire obtained information regarding the number of players and teams in the league or sports organization, age ranges of the players, what seasons they play, if they travel outside Buena Park to play, and if they participate in tournaments.

The questionnaire was distributed by the City staff and nine (9) sports organizations responded. The information regarding the number of players, size of teams, seasonality and turnover of facilities for both games and practice are used to better define peak day demand and convert that to the number of facilities required to meet the needs of this segment of the recreation market. Information regarding which of the facilities are currently being used by the sports groups provides input to the inventory of sports facilities regarding usage for adult sports, youth sports and practices.

The questionnaire addresses the percentage of the players in each organization that live within the City of Buena Park. This varies widely by type of sport and in Buena Park reflects that a number of participants in certain sports reside outside of the City. The demand for facilities to accommodate organized sports are adjusted to accommodate all players in the leagues, regardless of whether they are living in Buena Park.

Sports Organizations*

Organization name	% Residents
National Little League	95%
Crescent Little League	90%
American Youth Football	85%
Girls Fastpitch	80%
AYSO	75%
BP City Basketball	50%
BP City Youth Baseball	50%
BP City Youth Soccer League	50%
BP City Adult Softball	40%



Photo by the City of Buena Park

*See Custom Park Standards Calculations & Facility Demand in Section 3 for the CPSCs based on the sports organization survey

2.3 Summarizing the Community Voice

Throughout the process, numerous needs have been identified and recorded across multiple modes of outreach (Individual Interviews, Community at Large Virtual Workshops, and Statistically Valid Surveys). The community voice is developed through synthesizing all the data into a single summary, representing both program and facility needs. It is generally helpful to attempt to determine which needs have the highest priority as perceived by the largest number of residents (identified as the area of maximum community impact).

To achieve this analysis, each response recorded from the community is cataloged in a matrix. As an individual program or facility need is brought up (aquatics, health and wellness class, dog area, exercise equipment, etc.), it is recorded for frequency in the specific outreach mode in which it was received. Needs that have been identified in each of the three modes have a higher impact across the community than needs identified in only one of these modes.

Exhibits 2.3-1 and 2.3-2 illustrate the classification of these needs by grouping them into categories – Frequent (3 modes), Apparent (2 modes), and Identified (1 mode). The number of times the need was listed across all modes outlines an area of maximum community impact. For example, exercise equipment (4) is ranked higher than benches/seating (3) because it was identified in each of the three outreach modes. The recommendations to illustrate where improvements will have the maximum impact across the entire community.

PROGRAMS

Frequent:
- Aquatics
- Health and wellness class
- Security and police patrols
- Senior classes and activities

Apparent:
- Arts and crafts class
- College and career readiness class / teen leadership
- Homeless outreach
- Joint use program / partnerships
- Safety in parks and facilities
- Special needs programs
- Sports
- STEAM classes for youth
- Summer youth program

Identified:
- Community events

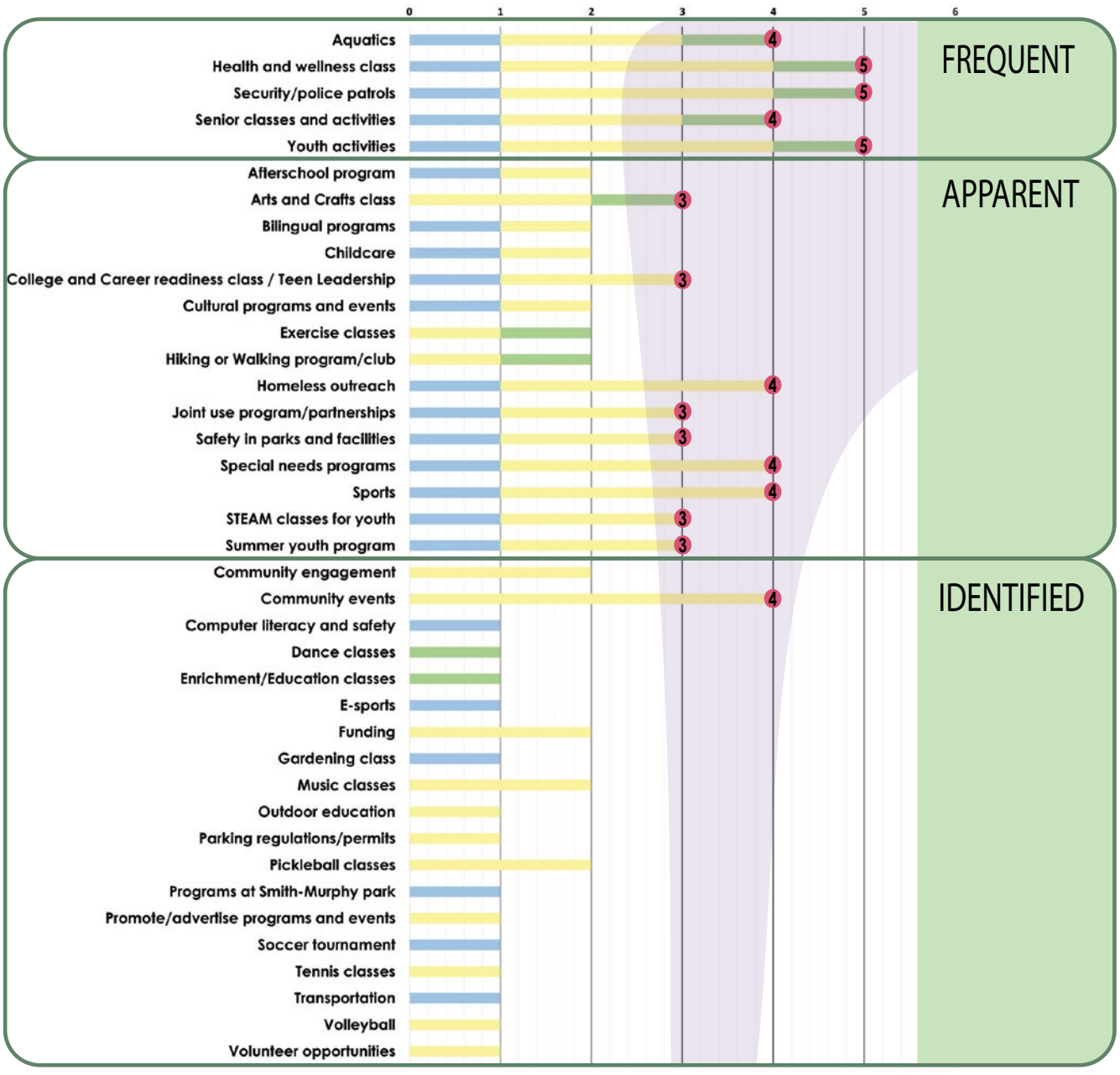
FACILITIES

Frequent:
- Dog area
- Exercise equipment
- Playground improvements
- Renovate / upgrade existing parks
- Restroom improvements
- Security lighting and cameras
- Swimming pool improvements
- Trails

Apparent:
- Benches / seating
- Bike paths / trails
- Maintenance
- More, additional parks
- Pickleball court
- Shade structures

Identified:
- Splash pad

Program Priorities

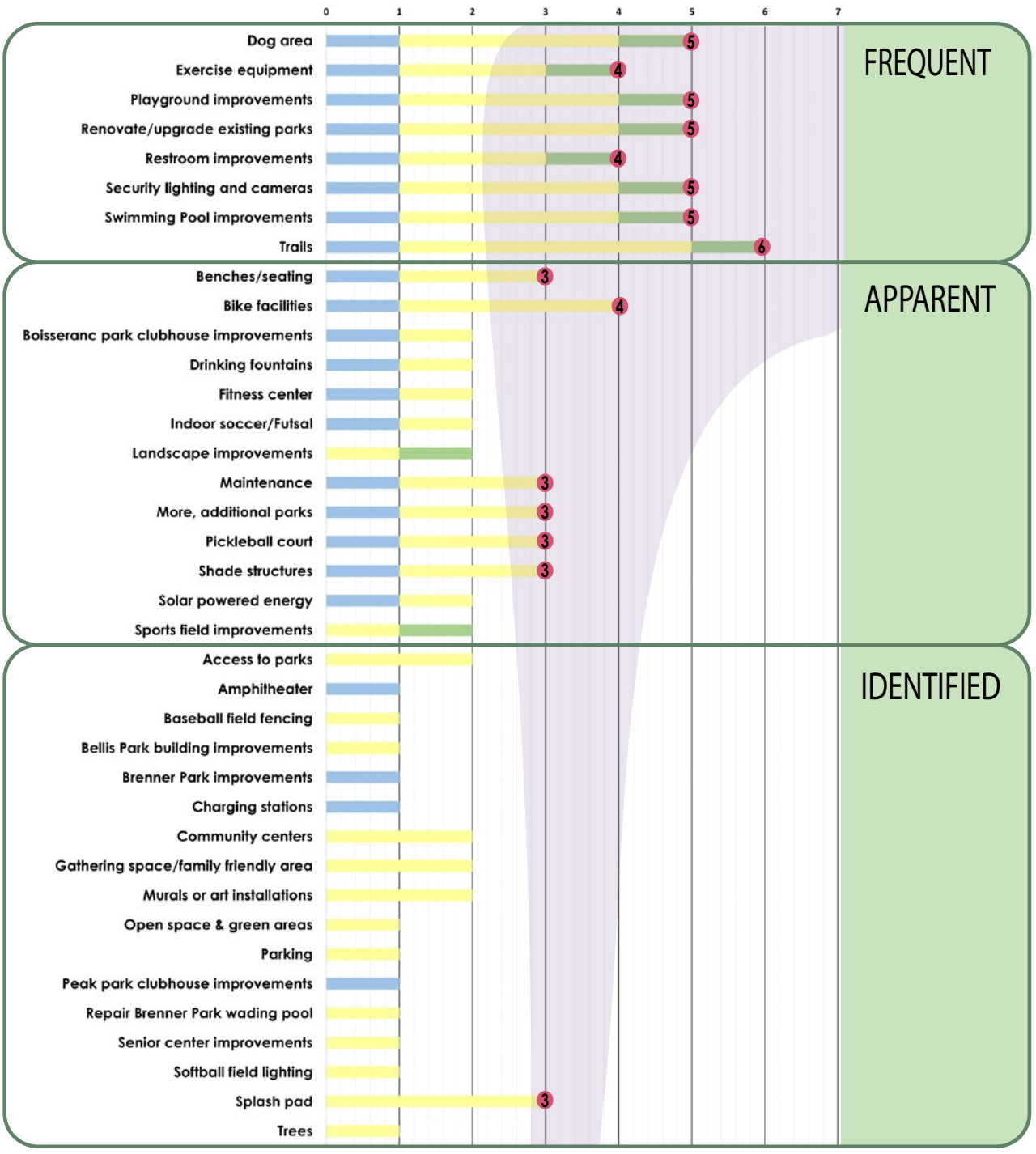


Small Group	Public/Community	Surveys	
Stakeholder Interviews	Workshop 1 / Workshop 2 / Workshop 3 / Feedback Comments	Multimodal Community Survey	Area of maximum community impact

*Programs are encompassing of multiple "similar" community comments. Individual comments are identified in the recommendations and appendix.

Exhibit 2.3-1: Program Priorities

Facility Priorities



Small Group	Public/Community	Surveys	Area of maximum community impact
Stakeholder Interviews	Workshop 1 / Workshop 2 / Workshop 3 / Feedback Comments	Multimodal Community Survey	

*Facilities are encompassing of multiple "similar" community comments. Individual comments are identified in the recommendations and appendix.

Exhibit 2.3-2: Facility Priorities



George Bellis Dog Park

Photo by the City of Buena Park

SECTION THREE:
NEEDS ASSESSMENT 3

3.1 Existing Conditions

What parks exist and where are they?

The process for evaluating the community needs relies heavily on what recreation facilities exist today and how they may or may not meet the needs of the community. Carefully balancing the inventory with the community needs and desires will allow resources to be directed to critical areas maximizing the community benefit.

Park Types

Park classifications are useful in several ways. They can help define a set of characteristics to serve as a guide when parks are constructed or renovated. They can also restrict incompatible activities by limiting those activities to only certain types of parks.

The Buena Park General Plan's Open Space and Recreation Element does not include park type classifications. This Parks and Recreation Master Plan proposes a classification system of parks to further detail uses and acceptable features of each type of park and/or recreation facility. Recommended classification definitions are:

Parkette: small in size, less than 2 ½ acres, serving only the immediate neighborhood. Pocket parks are frequently created on a single vacant building lot or on small, irregular piece of land. These areas provide a landscaped respite from neighborhoods and often offer places to picnic or play. The parks may contain limited assets such as benches, picnic tables, open play area, playground, and a sport court.

Neighborhood Park: these parks are from 2 ½ to 10 acres and serve the surrounding neighborhoods within ½ mile radius (15-20 minute walk) without significant architectural barriers. Neighborhood parks should be easily accessible by pedestrians and bicyclists. Park features may include open play area, barbeques, picnic tables, sport court, improved paths, and may include restroom facilities and/or a parking lot.

Community Park: vary in size and meet the recreational needs of a larger segment of the community. They may also preserve unique landscapes and open spaces. Community park sites should be accessible by arterial and/or collector streets, as well as accessible by pedestrian and bicyclists. Geographic range of users is up to 3 miles or City-wide if park contains or is adjacent to a community recreation facility. These parks serve multiple uses and provide recreational facilities that accommodate group activities not typically provided in neighborhood parks. Parking lot and restroom facilities are typically provided at these parks.

Recreation Facility or Special Use Park: this category refers to stand-alone park or facility that is designed to serve one particular use such as a community center, senior center, teen center, or aquatics facility.

Joint Use Facility: often School District sites that supplement community parks and during non-school hours can serve broader City-wide recreation needs. These joint use sites may contain various assets, often for active recreation, and are programmed accordingly. Restroom facilities and parking are generally provided for users. Geographic range of users can be City-wide. These facilities do not count towards the city's parkland acreage goals as they are not owned by the City.

City Parks

Park Types

There are currently thirteen (13) city parks, (1) joint use park, and (1) County park within the City of Buena Park. The Master Plan proposed park type classification into five categories, Parkette, Neighborhood, Community, Recreation Facility or Special Use Park, and Joint Use Facility.

NOTE: In October 2023, City Council approved the renaming of three city parks. The new park names are as follows:

- Lindbergh Mini Park to Bessie Coleman Park
- Smith-Murphy Park to Friendship Park
- San Marino Park to Heroes Park

Parkettes
- 1 - Images Park
- 2 - Lindbergh Mini Park
- 3 - Rick Gomez Park

Neighborhood Park
- 4 - Carl Brenner Park
- 5 - John Beat Park
- 6 - Larwin Park
- 7 - San Antonio Park
- 8 - San Marino Park
- 9 - Smith-Murphy Park

Community Park
- 10 - Boisseranc Park
- 11 - George Bellis Park
- 12 - Silverado Trail
- 13 - William Peak Park

County Park
- 14 - Ralph B. Clark Regional Park

Joint Use Park
- 15 - Whitaker School Park

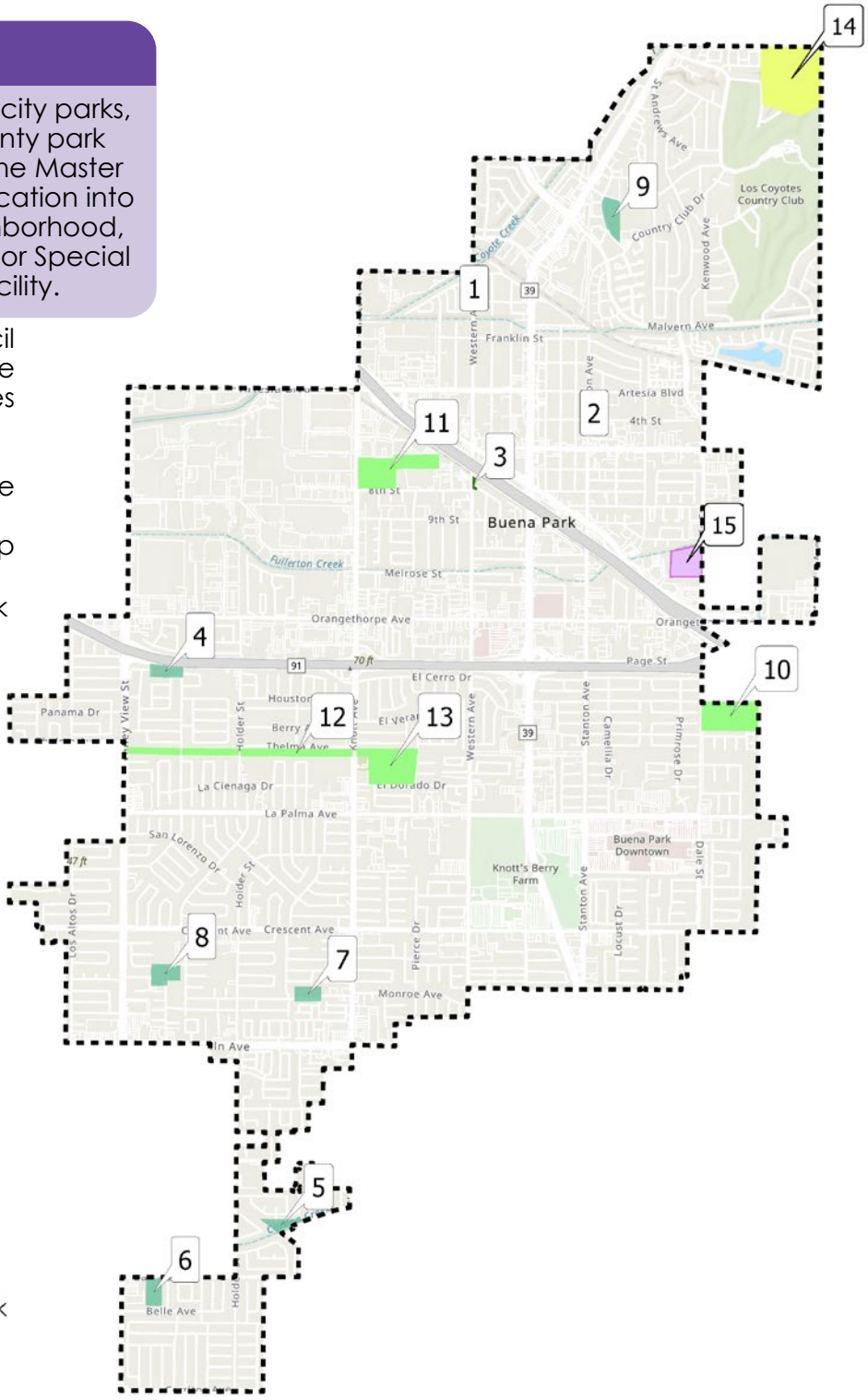


Exhibit 3.1-1: Buena Park's Park Types Map

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Recreation Facilities

Recreation Facilities

Buena Park's Community Services Department provides a variety of programs and services for the community at the Buena Park Community Center, the Community Gymnasium, Ehlers Event Center, totaling 7 acres, and at its other public parks and play spaces. These parks and recreation facilities have a variety of venues and spaces to host activities such as arts and crafts, dance, camps, afterschool programs, preschool programs, sports and fitness, from tots to seniors.

Beyond providing a number of excellent programs, activities, and social services, Community Services celebrates its community with several special events, including its Annual Christmas Tree Lighting, BP CultureFest, Candy Cane Land, Concerts in the Park, Cops and Goblins, Family Art Festival, Memorial Day, Silverado Days, and Spring Extravaganza.

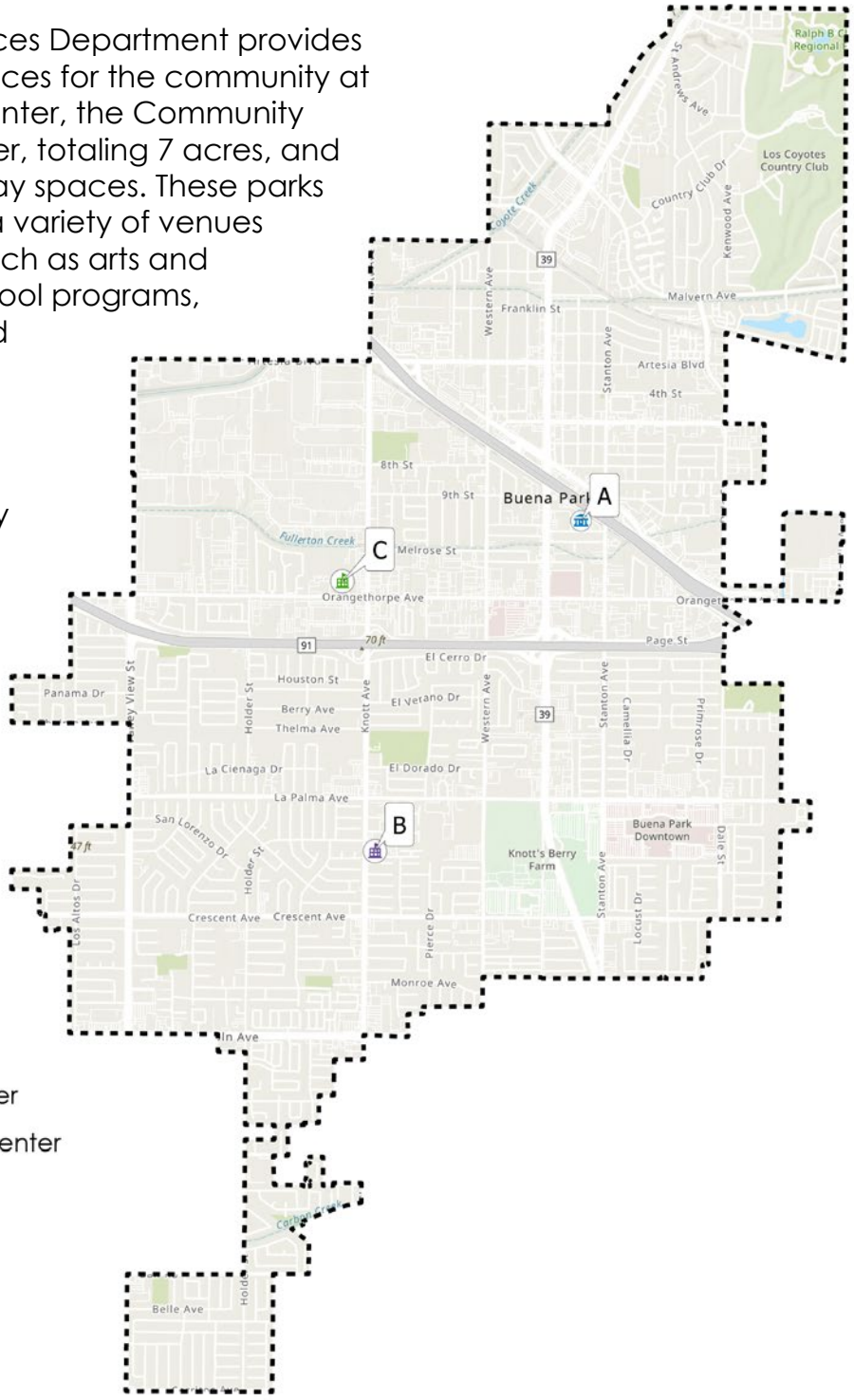


Exhibit 3.1-2: Buena Park Community Facilities Map

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Park Acreage

Acreage Analysis

There are currently thirteen (13) city parks and two (2) city recreation facilities which encompasses 119.20 acres of developed parkland.

Based on the city park acreage identified and the Department of Finance estimated City's 2022 population of 83,430 the city currently has:

1.43 acres of developed parks per 1000 residents

The current General Plan includes a standard of 3.0 acres of parkland per 1,000 persons. Based on the January 2022 population of 83,430, the city needs approximately 131 acres (250.6 acres of parkland total) of additional parkland in order to reach the 3 acres per 1,000 parkland acreage goal.

Opportunities for new park development are limited. Per 2010 General Plan: "Acquiring large amounts of additional open space is unrealistic due to the built-out nature of the City and high cost of property in Orange County; however, the addition of smaller areas, preservation, and enhancements to existing open space amenities will work towards providing needed recreation and open space areas in the community."

The private Los Coyotes Country Club & Golf Course, and the Ralph B. Clark Regional County Park (104 acres), and private homeowner's association parks are not included in the city-owned parkland acreage.

Park Acres by Park Type Summary	
Parkette Parks	**1.96 Acres**
Neighborhood Parks	**29.80 Acres**
Community Parks	**80.90 Acres**
Recreation Facility / Special Use	**6.54 Acres**
Total Park Acreage	**119.20 Acres**

Opportunities to increase the City's Park acreage could be accomplished through joint use of public school athletic fields. One joint use agreement exists for the use of the Buena Park Junior High School gymnasium. There is another joint use agreement in development, the Whittaker School Park (3.2 acres).

Additional opportunities which may be suitable for recreation purposes include: utility transmission corridors and privately owned vacant parcels.

When evaluating the parkland to serve future population growth, approximately 10,000 new units (source: 2022 Housing Element), it will be important to enforce the City's Ordinance No. 1416, adopted January 8, 2002, that requires the dedication of parkland and/or payment of fees in lieu for dedication of parkland based on 3.0 acres per 1,000 persons for new residential development.

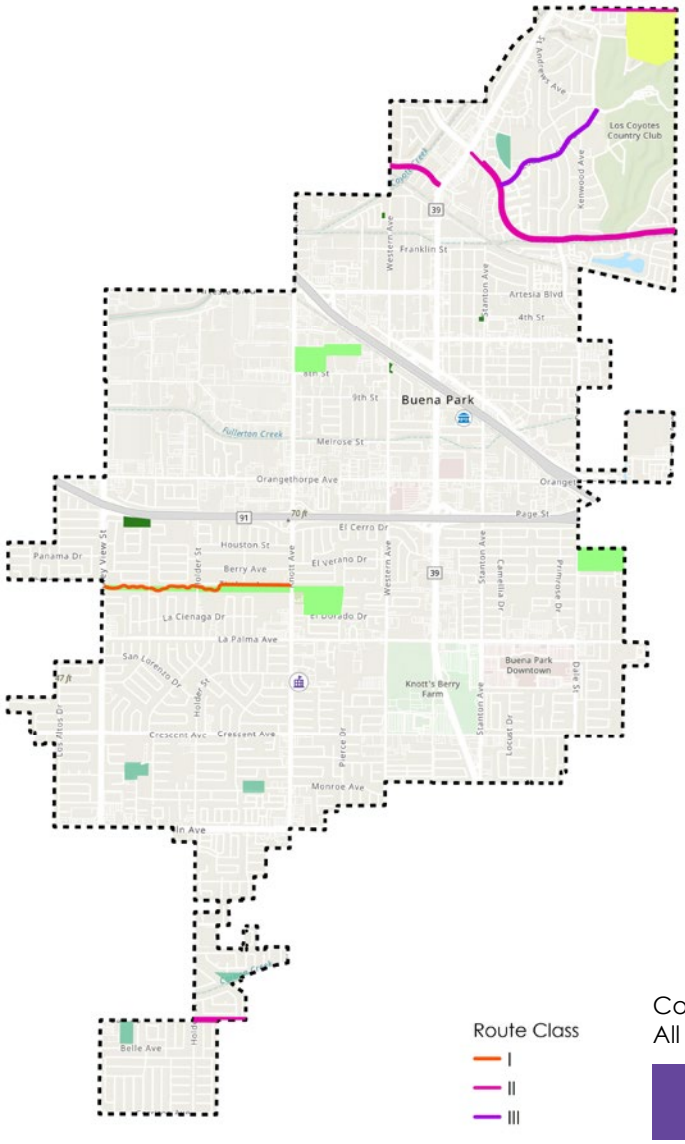
Trail Connectivity

Trail Connectivity

Funded by the Southern California Association of Governments (SCAG), Buena Park is creating an Active Transportation Plan.

Some of the goals of this project are safety for bicycles and pedestrians, identifying the gap areas in the bicycle and pedestrian networks, and to create a delightful and convenient walking and biking experience for everyone navigating Buena Park's essential services.

Currently, the Buena Park Active Transportation Network is primarily concentrated in the northern part of the city. Transforming it into a more inclusive and well-connected network will grant community members access to local and regional destinations, including public transit hubs, through walking and biking. The map reveals the limited availability of dedicated bicycle lanes or trails leading to schools.



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Exhibit 3.1-3: Buena Park Existing Bike Trails Map

School Facilities

School Facilities

The City of Buena Park is served by six elementary school districts and two high school districts. These include:

- Anaheim Elementary School District
- Buena Park School District
- Centralia School District
- Cypress Elementary School District
- Magnolia Elementary School District
- Savanna School District
- Anaheim Union High School District
- Fullerton Joint Union High School District

Most school fields are available for use for sports practices althouth there is no formal agreement for this use. The Southern California Cricket Association utilizes Gordon H. Beatty Elementary School.

In addition, there is a few public and private college and universities adjacent to the city (not included on map).

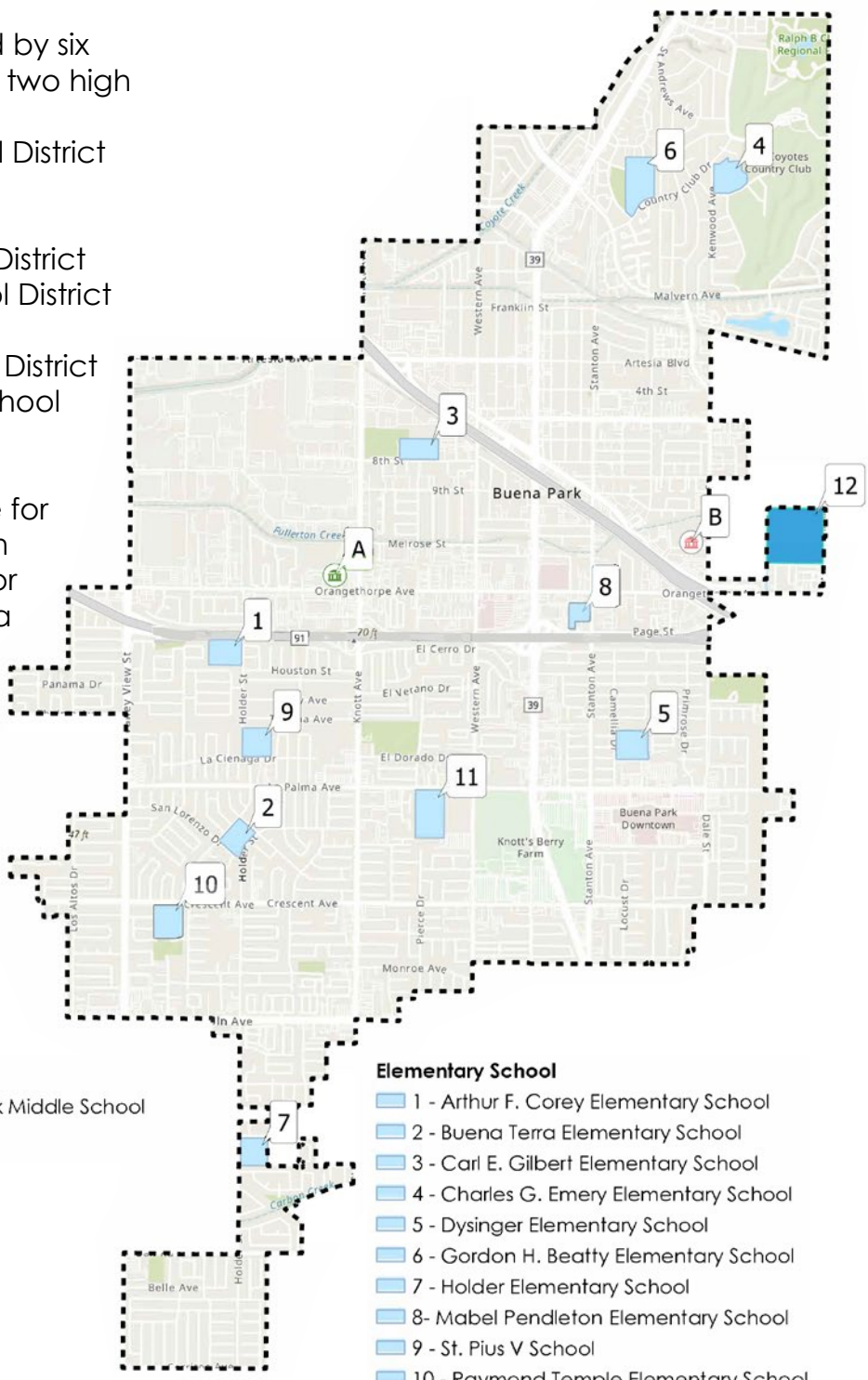


Exhibit 3.1-4: Buena Park School Facilities Map

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Joint Use Agreements

Throughout the city, public school districts have facilities which have several recreation amenities including a running track, theater space, playgrounds, multi-use sport courts, fitness equipment, open space for small sided soccer, picnic areas, various support amenities, and a school gymnasium.

The City of Buena Park has established joint use agreements with both Buena Park School District and Fullerton Joint Union High School District for use of the various recreation amenities by the City. While the City and Organized Sports Organizations may request use of school facilities, there is no guarantee of availability, as the districts typically reserve priority reservation and exclusive use of facilities during normal school operation hours.

In addition to the joint use agreements with the school districts, the City has also entered into a joint use agreement with Southern California Edison for Right-of-Way green space (from Valley View St. to El Monte Dr.) as well as the First Congregational Church for additional parking facilities. Combined, these collaborative initiatives assist with expanding recreational opportunities to the community via a more cost effective strategy than park acquisition.



Buena Park School District

Photo by https://www.bpsd.us/about-bpsd/our-heritage

Other Parks and Recreation Facilities

Other Parks and Recreation Facilities Open to the Public

Additional State, County, and Private Recreation facilities exist around and within the City of Buena Park. Though not directly owned or controlled by the City, these facilities also provide recreation opportunities to the community. Such facilities are important to identify so not to duplicate city facilities in areas that may already be served through non-city owned recreational opportunities. The following are parks and facilities that have been identified in this category:

Knott's Berry Farm



One of the most famous amusement parks in Southern California, Knott's Berry Farm offers rides, live entertainment, and a Western-themed atmosphere and includes a water park. It has a rich history dating back to the 1920s.

Photo by https://commons.wikimedia.org/wiki/File:Knotts_Berry_Farm_2013.JPG

Ralph B. Clark Regional Park



A peaceful oasis in the city, this park offers nature trails, picnic areas, and a lake for fishing, providing a serene escape from the urban bustle. Ralph B. Clark Regional Park offers 105 acres of parkland to the community.

Photo by https://www.ocparks.com/clark-park https://www.ocparks.com/clarkpark

Los Coyotes Country Club & Golf Course



This private facility provides three nine-hole courses and associated amenities, including a pro shop, driving range, practice green, chipping area, clubhouse, and banquet facilities. Additionally, the Country Club includes six lighted tennis courts and a fitness center.

Photo by https://www.loscoyotescc.com/



Photo by https://www.visitbuenapark.com/business/ralph-b-clark-regional-park

Pirate's Dinner Adventure



Another interactive dinner show, Pirate's Dinner Adventure immerses guests in a swashbuckling pirate tale, complete with acrobatics, special effects, and a four-course meal.

Photo by https://www.xperiencedays.com/Pirate_Dinner_Adventure_Buena_Park.html

Medieval Times Dinner & Tournament



This attraction offers a unique dinner and show experience, where guests can enjoy a medieval-themed dinner while watching knights joust and compete in a grand tournament.

Photo by https://www.medievaltimes.com/buena-park

Shopping & Entertainment



The Source OC features trendy shops, diverse dining options, and live entertainment events. The Buena Park Downtown Mall offers 1.2 million square feet of affordable shopping options, restaurants and entertainment.

Photo by Google Maps

Park Service Gap Analysis

Park Service Gap Analysis

In addition to providing appropriate quantities and types of recreation facilities, the City of Buena Park strives to provide them in useful and appropriate locations. The service area gap analysis examines how parks are distributed throughout residential areas in the City.

> **"Everyone deserves a park within walking distance of their home."**
>
> -NRPA (National Recreation and Parks Association)

Proximity to parks is more than a convenience issue. It helps to establish an excellent park system by providing improved air quality, circulation, and overall improved community health and wellness. One-half (.5) mile is approximately a 10-15-minute walk for most people. Most residences should be within one-half mile of a neighborhood park or amenity that satisfy common recreation needs.

The 5-10-15 minute walk map outlines the service availability around the existing parks that are available to Buena Park residents. The service area boundaries also reflect the physical obstructions to pedestrian travel created by arterial roadways, freeways, etc. which limit easy access to parks and are reflected by truncated shapes in the service areas shown on the following exhibits.

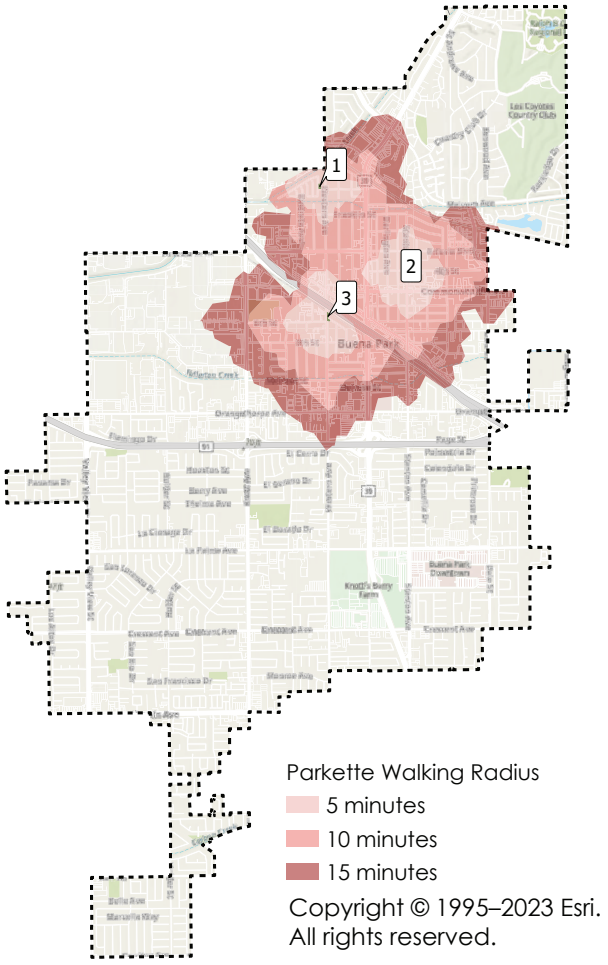


Exhibit 3.1-5: Service Area Gap Analysis for Parkettes

Parkettes		
5 Min Walk	18.9% of population	15,751 pop / .43 sq. miles
10 Min Walk	35.2% of population	29,360 pop / 1.31 sq. miles
15 Min Walk	41.5% of population	34,628 pop / 2.19 sq. miles

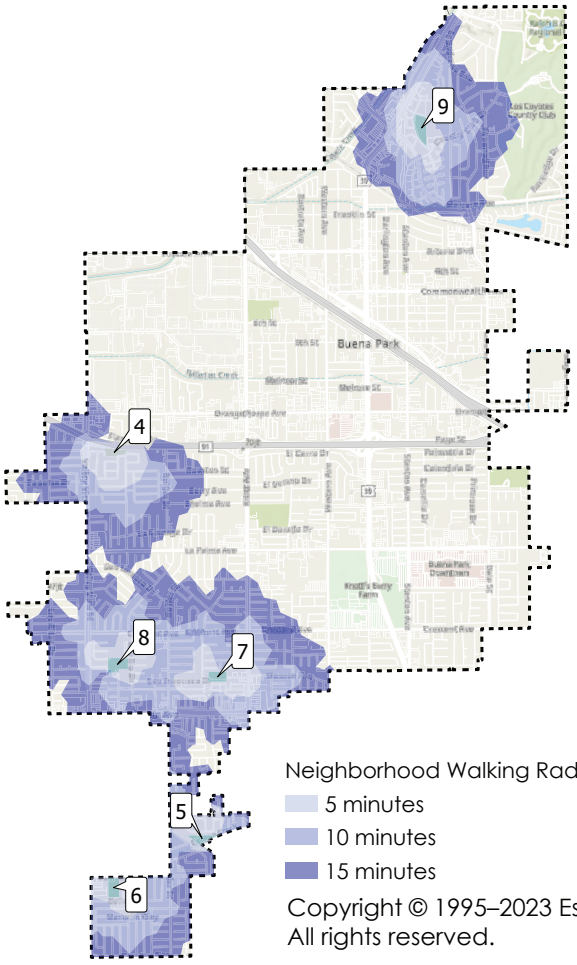


Exhibit 3.1-6: Service Area Gap Analysis for Neighborhood Parks

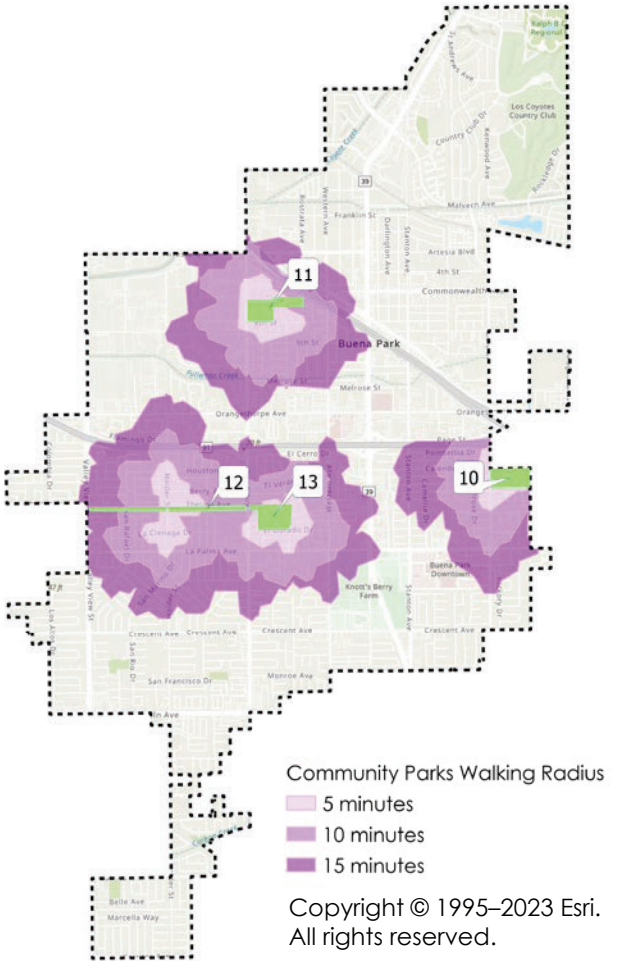


Exhibit 3.1-7: Service Area Gap Analysis for Community Parks

Neighborhood Parks

5 Min Walk	11.4% of population	9,498 pop / .6 sq. miles
10 Min Walk	23.7% of population	19,763 pop / 2.02 sq. miles
15 Min Walk	34.1% of population	28,489 pop / 4.66 sq. miles

Community Parks

5 Min Walk	4.4% of population	3,651 pop / .43 sq. miles
10 Min Walk	17.2% of population	14,324 pop / 1.71 sq. miles
15 Min Walk	28.3% of population	23,581 pop / 3.26 sq. miles

Park Service Gap Analysis

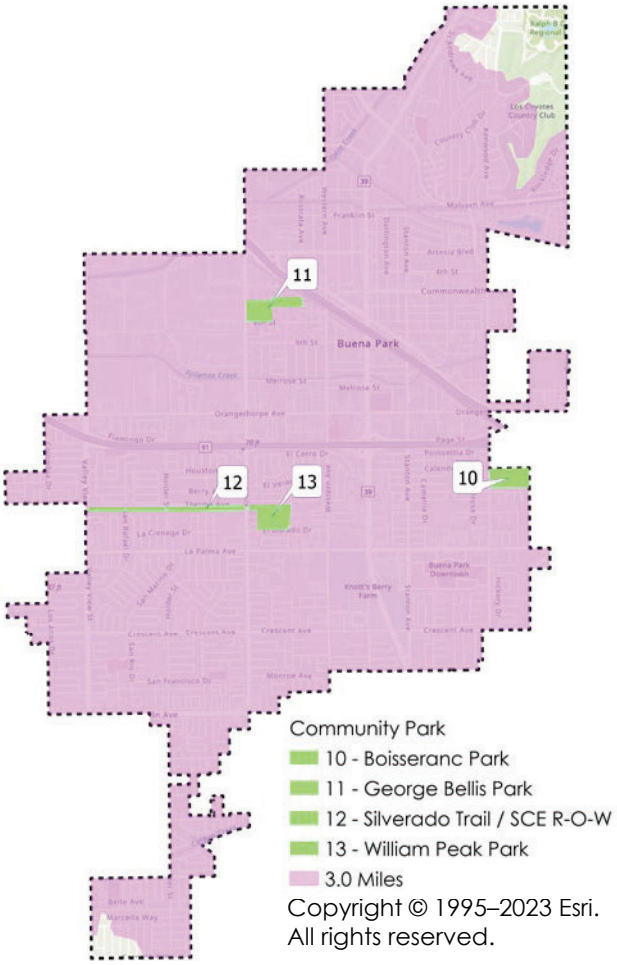


Exhibit 3.1-8: Service Area Gap Analysis for Community Parks

Community Parks		
3 Mile Drive	99% of population	82,604 pop / 28.56 sq. miles



3



Smith-Murphy Park

Photo by the City of Buena Park

Park Service Gap Analysis

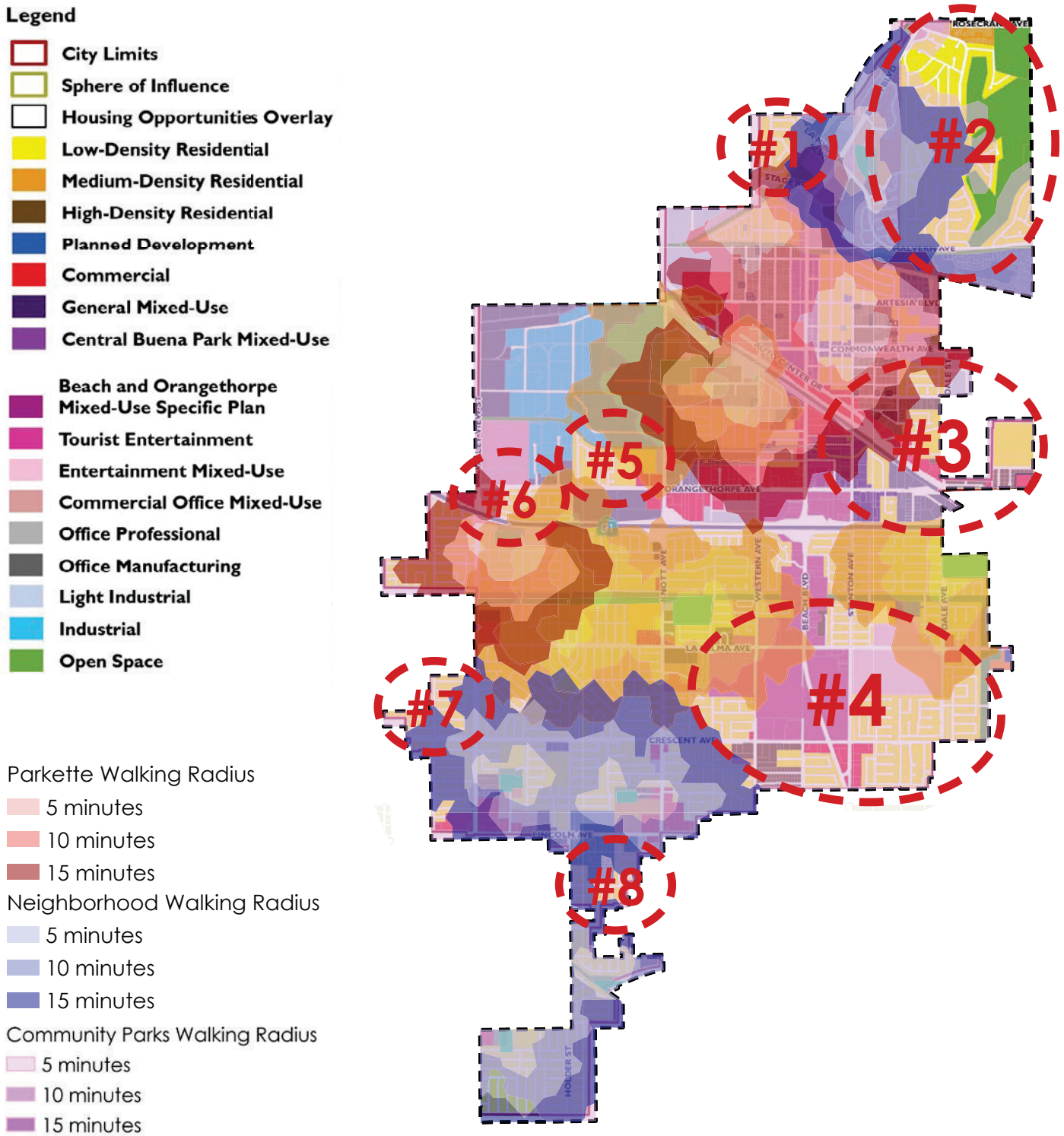


Exhibit 3.1-9: Service Area Gap Analysis Map

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Community parks serve a larger active recreational community need and are also evaluated with a 3-mile drive radius. Residents within a short drivable distance to Community Parks (measured in a 3 mile radius due to the vehicle-centric design and programming) is an estimated to be 82,604 residents or 99% of the total 2022 population.

To analyze the distribution of existing City parks, a service area radius map is created for City-owned parkettes, neighborhood, and community parks (see Exhibit 3.1-9).

When areas zoned for residential use fall outside of these service area designations, they are identified as an underserved neighborhood or "gap area". The City has excellent coverage providing park space that is geographically distributed throughout the community. There are however some gaps as identified in exhibit 3.1-9.

#1 There is a small neighborhood outside of the service area accessible from Alondra Blvd in La Mirada. There is an open turf field adjacent to this neighborhood at Charlotte Anthony Elementary School. There is also Windermere Park in La Mirada less than one half mile away that services this community.

#2 There is a small residential neighborhood outside the service area north of Malvern Ave along the Los Coyotes Country Club to Rosecrans Ave. This neighborhood is served by County of Orange Ralph B Clark Regional Park. Lakeside private neighborhood is also located in a gap area here just south of Malvern Ave. This neighborhood is served by its own private amenities.

#3 There are several residential areas in this gap that fall outside of a services area. The area between the Santa Ana (5) Freeway and the Artesia (91) Freeway is a small residential area. This area is served by a private HOA park, HOA Pools, as well as Mabel L. Pendleton Elementary School.

#4 The Neighborhoods in the southern part of this gap adjacent Knott's Berry Farm are loosely served by Peter Marshall Park and Schweitzer Park in Anaheim less than one mile away.

#5 There is a small gap north of Orangethorpe Ave west of Knott Ave. This neighborhood is served by a private mini park and Buena Park Junior High school.

#6 Another small neighborhood between Orangethorpe Ave and the Artesia (91) Freeway also sits outside of the park service area. This neighborhood is landlocked and does not have readily available recreational opportunities.

#7 A residential area west of Valley View St and north of Cresent Ava sits outside of the park service area. Walker Junior High School (La Palma) sits adjacent to this area and may serve as a recreational opportunity for this community.

#8 There is a small gap in this area however there are multiple recreational opportunities that sit just outside the city boundary that may serve this community. Opportunities exist with Orangeview Junior High School, Western High School in the City of Anaheim and Cypress College in the city of Cypress.

Custom Park Standards Calculations (CPSC's)

3.2 Custom Park Standards Calculations & Facility Demand

A key element in any planning strategy is an understanding of the nature of "demand" for parks and recreation facilities. This report assesses the demand for recreation facilities by the participants of organized sports within Buena Park, and participation data from the statistically valid, multimodal community survey. Without this understanding, a policy can only be based on general standards of supply and demand, such as population ratios (acres per thousand population) or service area (distance to a park). Such standards are useful guides lacking specific detailed planning and assessment.

"The 2022 NRPA Agency Performance Review does not present park and recreation "standards"; the benchmarks outlined do not promote any sort of standards against which every park and recreation agency should measure itself. The reason for this is simple: there is not a single set of standards for parks and recreation because different agencies serve different communities that have unique needs, desires and challenges. Agencies also have diverse funding mechanisms."

- 2022 NRPA Agency Performance Review

The Custom Park Standards Calculations (CPSC's) for the City of Buena Park are based on the 2022 Esri population level of 83,430 and participation data gathered in the Sports Organization Survey. The Custom Park Standards Calculations provide an estimate of the number of facilities or 'demand' required to accommodate peak day demand in the context of the local design standards. The local facility design is based on the information received from the sports organizations identifying the number of players, team size, and facility turnover for each facility type. The CPSC Methodology is illustrated in Exhibit 3.2-1.





Exhibit 3.2-1 CPSC Methodology

To provide an additional comparison of the Buena Park Local Needs, a comparison of the 2023 NRPA Benchmark facility report is provided in Exhibit 3.2-2. The comparison illustrates how each City is unique in its recreation patterns. The City should not rely solely on benchmarking.

Exhibit 3.2-2 below uses the 2023 NRPA Benchmark data to compare with the City of Buena Park's existing inventory. The NRPA National Standard is used to calculate the NRPA Facility Need for Buena Park using the City of Buena Park's 2022 population of 83,430.

Facility	Local CPSC Facility Need Ratio for All Players	Local Facility Need	NRPA National Standard (50,000 to 99,999 population)	NRPA Facility Need
Baseball Field (youth)	1/11,427	7.3	1/27,566	3.0
Basketball Court*	1/57,538	1.5	1/8,790	9.5
Football Field	1/166,860	0.5	1/29,374	2.8
Soccer Field (youth)	1/31,938	2.6	1/7,207	11.6
Softball Field (adult)	1/12,843	6.5	1/12,716	6.6
Softball Field (youth)	1/125,145	0.7	1/17,078	4.9

*NRPA does not specify indoor or outdoor.

Exhibit 3.2-2 Local Needs vs. NRPA Needs

Custom Park Standards Calculations (CPSC's)

The following illustrations identify the individual sports evaluated as part of the local CPSC's for Buena Park. Existing facilities are compared to the local needs and surplus / deficit calculations are presented for current (2023) as well as future (2032) demand needs. It is important to note that the needs in this section are based on organized sport data and does not take into account additional unstructured recreation desires by the community.



Buena Park Girls Fastpitch Softball

Baseball (youth) Summary:



Total Facilities Available	3
Current Needs	7.3
Current Surplus / Deficit	-4.3
Future Needs	7.3
Future Surplus / Deficit	-4.3

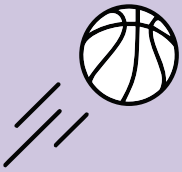
Soccer (youth) Summary:



Total Facilities Available	3*
Current Needs	2.6
Current Surplus / Deficit	0.4
Future Needs	2.6
Future Surplus / Deficit	0.4

*overlay fields

Basketball (indoor) Summary:



Total Facilities Available	1
Current Needs	1.5
Current Surplus / Deficit	-1.5
Future Needs	1.5
Future Surplus / Deficit	-1.5

Softball (adult) Summary:



Total Facilities Available	7
Current Needs	6.5
Current Surplus / Deficit	0.5
Future Needs	6.5
Future Surplus / Deficit	0.5

Football Summary:



Total Facilities Available	0
Current Needs	0.5
Current Surplus / Deficit	-0.5
Future Needs	0.5
Future Surplus / Deficit	-0.5

Softball (youth) Summary:



Total Facilities Available	3
Current Needs	0.7
Current Surplus / Deficit	2.3
Future Needs	0.7
Future Surplus / Deficit	2.3

The Custom Park Standards Calculations for swimming, skateboarding, tennis, pickleball, and cricket are based on the 2022 population level in the City of Buena Park of 83,430. The per capita participation is based on the information received from the 2023 statistically valid, multimodal community survey identifying the annual participation for each facility type. The facility need ratio for each type of facility is calculated by dividing the total population by the number of facilities demanded. The City should continue to evaluate growth or decline in recreational activities when prioritizing new development.



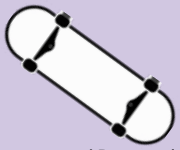
Buena Park P-Nut Baseball

Swimming (recreational) Summary:



Total Facilities Available	2.0
Current Needs	1.7
Current Surplus / Deficit	0.3

Skateboarding Summary:



Total Facilities Available*	1.0
Current Needs	0.8
Current Surplus / Deficit	0.2

*Based on 10,000 SF = 1 skate park

Tennis Summary:



Total Facilities Available	8.0
Current Needs	4.5
Current Surplus / Deficit	3.5

Pickleball Summary:



Total Facilities Available	0
Current Needs	1.9
Current Surplus / Deficit	-1.9

Cricket Summary:



Total Facilities Available*	0
Current Needs	0.7
Current Surplus / Deficit	-0.7

3.3 Programs and Services

In addition to providing open spaces, parks, and recreation facilities, the City of Buena Park through the Community Services Department also provides a wide range of services and programs geared towards meeting the recreation needs and interests of various age levels. The City's service and activity programs include:

Sports & Fitness Activities:

The City has an impressive assortment of sports, fitness, and aquatics programs available through its Community Services Department. The programs provide something literally for everyone from tots to teens, and from adults to seniors. Youth programs are offered for track and field, basketball, volleyball, soccer, sports leagues, gymnastics, martial arts, and tennis, and programs on the ice in conjunction with Westminster Ice. Adult programs include Zumba, yoga, Tai Chi, boot camps, and adult sports leagues. A number of senior fitness and exercise programs are offered, including pickleball, table tennis, and dance classes.



Swim Lessons

Recreation Classes And Activities:

Beyond sports, and fitness classes, Buena Park offers a variety of special interest classes including activities in dance, theater, community chorus, community gardens, computer programming, robotics, and other STEAM programs. These are in addition to its seasonal programs and its everyday arts and crafts classes.

Community Programs:

Beyond recreation programs, the City has a Homeless Outreach Team, Senior Outreach, and Social Services Team, and a Grocery Food Distribution program. When in need, the community is fortunate with the wrap-around services provided at the Friendly Center and the services provided by the Buena Park Collaborative. These programs are critical as they provide a caring and helpful hand to individuals, couples, and families in need with support and assistance in identifying and accessing available services.



Tot Time

Special Events:

The City brings friends, neighbors, and the community together to celebrate several popular special events throughout the year. The City's Spring Extravaganza, its concerts in the park and movies under the stars, its festivals and art shows, the symphony, theater and chorus performances, and its Silverado Days are among the popular annual events.



Memorial Day Remembrance Service

60%
Are Satisfied with City Recreation Programs, Classes, Activities, or Services

24%
Listed William Peak Park as the Most Often Used Park or Recreation Facility

Participation:

The City's participation numbers at the end of FY 2021/22 have shown growth and a return from its pre-pandemic numbers in FY 2019/20. Attendance increased by 289% in youth sports, 623% in summer camps, and 145% in its parents night out programs.

A detailed analysis of the City's recreation programs, activities, special events, and recommendations is included in the Appendix. The community's voice expressed satisfaction with the current program offerings, and its interest in expanded and developing new program offerings for the future.



Family Art Festival



Buena Park Track

Photo by the City of Buena Park

SECTION FOUR: RECOMMENDATIONS 4

The recommendations developed herein are founded in the desires and needs for recreation opportunities identified by the Buena Park community outreach conducted as part of this Parks and Recreation Master Plan. Specific recommendations are broken down into the seven key strategies that will advance the development of parks and recreation for the entire community.

4.1 Key Strategies

Each of the following recommended key strategies are designed to balance the equation of where exiting recreation resources exist and how they relate to the needs of the community.



Key Strategy #1: **Invest in the future through program development for younger generations**



Key Strategy #2: **Establish a collaborative community support network focused on promoting safety and awareness**



Key Strategy #3: **Develop programs to promote a healthy mind and body through active sports and wellness classes**



Key Strategy #4: **Provide diverse program opportunities for all ages and abilities to strengthen the overall community fabric**



Key Strategy #5: **Modernize existing facilities and develop new recreation amenities**



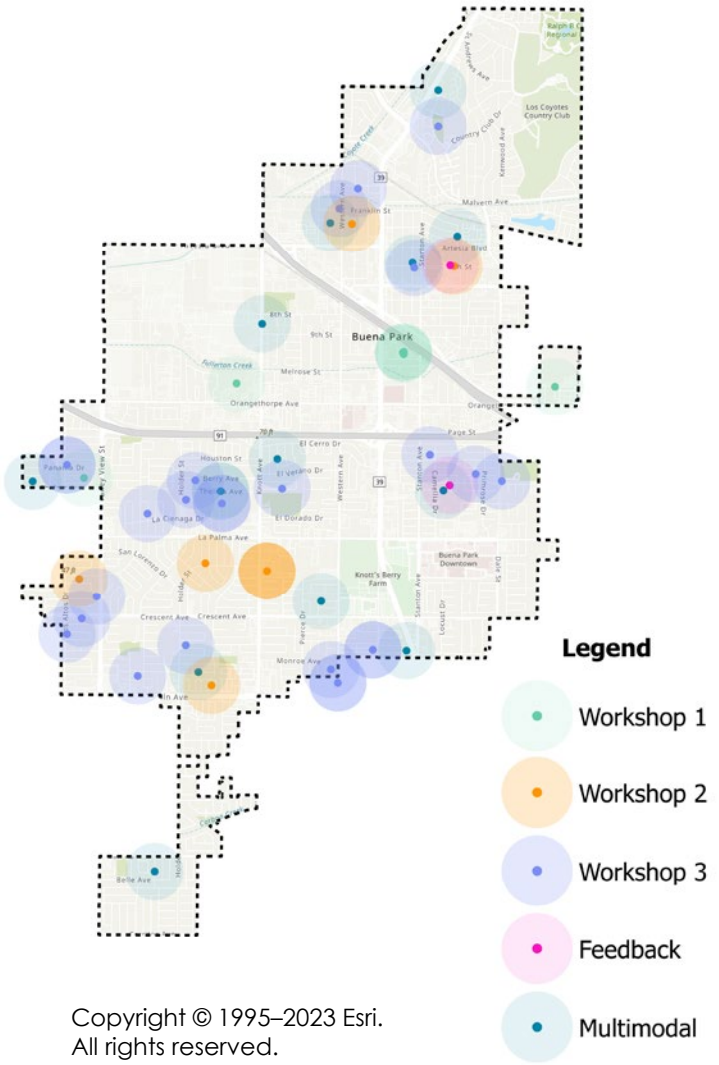
Key Strategy #6: **Support outdoor recreation and community exploration through development of enhanced park amenities and trail connectivity**



Key Strategy #7: **Offer continued support for aquatic facilities and programming**

Key Strategy #1: Invest In the Future Through Program Development For Younger Generations

Youth programs:
Buena Park's programs are a vital aspect of the city's growth and prosperity. Buena Park's commitment to improving programs within the city reflects its dedication to maintaining a high quality of life for its diverse population.



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Exhibit 4.1-1: Youth Programs Survey Results

Existing Conditions:

- **A variety of programs are offered to the community for youth under 18 years. These include specific offerings for preschool-aged (under 5), school-age (5-12 years), and the teenage (13-17 years) population in Buena Park.**
- **Specific youth activities include Halloween Crafts & Fun, Summer Safari Youth Excursion Program, Read with Me, and VOLT.**
- **Youth program participation has grown well past pre-pandemic numbers. Significant increases were identified in youth sports, summer camps and parents' night out (further details available on page 58).**

Community Voice:

- **Youth program desires were recorded in all outreach modes. Ideas expressed in the Stakeholder Interviews were update youth programs and variety of offerings. Concerns over a perceived lack of youth programs were recorded in Workshop 1, and requests for "college and career readiness class/ teen leadership" were expressed in Workshop 3. The Multimodal survey identified "Activities, classes for toddlers and children" as one of the programs residents would like to see added or expanded in the city.**
- **Exhibit 4.1-1 illustrates the survey respondents that indicated youth programs as a need in the city.**

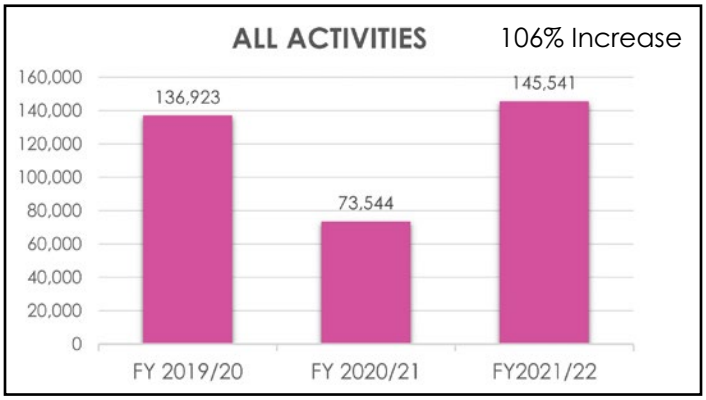


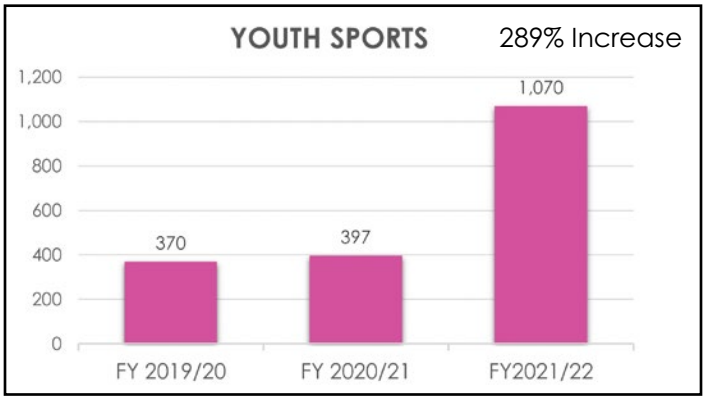
P-Nut Baseball

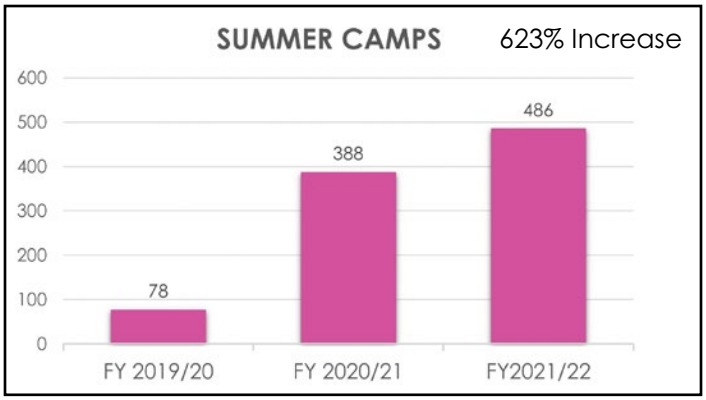
Recommendations:

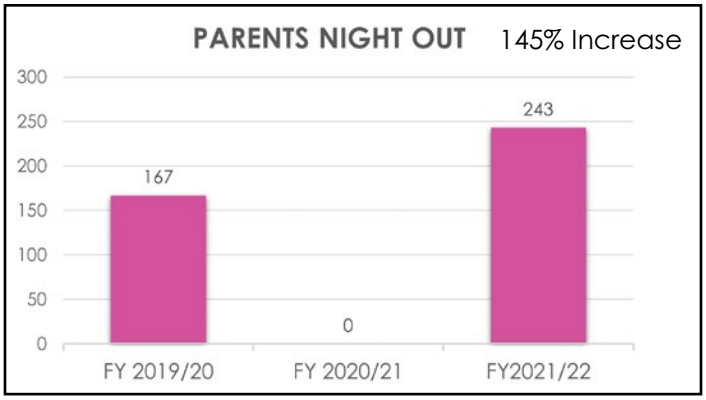
With the growth in participant registration combined with the community desires the following youth programs and service recommendation should be considered (specific details are outlined in the appendix):

- **The preliminary recommendations for early childhood/preschool programs suggest offering diverse activities for toddlers in two to three-hour blocks, two to three days per week, along with more flexible one-day-per-week classes for parents. These programs can be provided in-house or through contract service providers, with an emphasis on community engagement, safety, and accessibility.**
- **Recommendations include expanding school-age programs in the city to include diverse recreational classes like astronomy and cooking, offering flexible half-day camp options, and partnering with local organizations and schools to provide a range of engaging activities and accommodate parents' varying schedules and children's interests.**
- **Recommendations for teen programs in Buena Park include organizing teen dances, Battle of the Bands, skateboarding events, Leaders in Training (LIT), and Junior Lifeguards programs. Additionally, these work experience programs are seen as a valuable resource to both teenagers and the community, offering a potential solution to part-time staffing challenges while providing youth with early workplace experiences.**



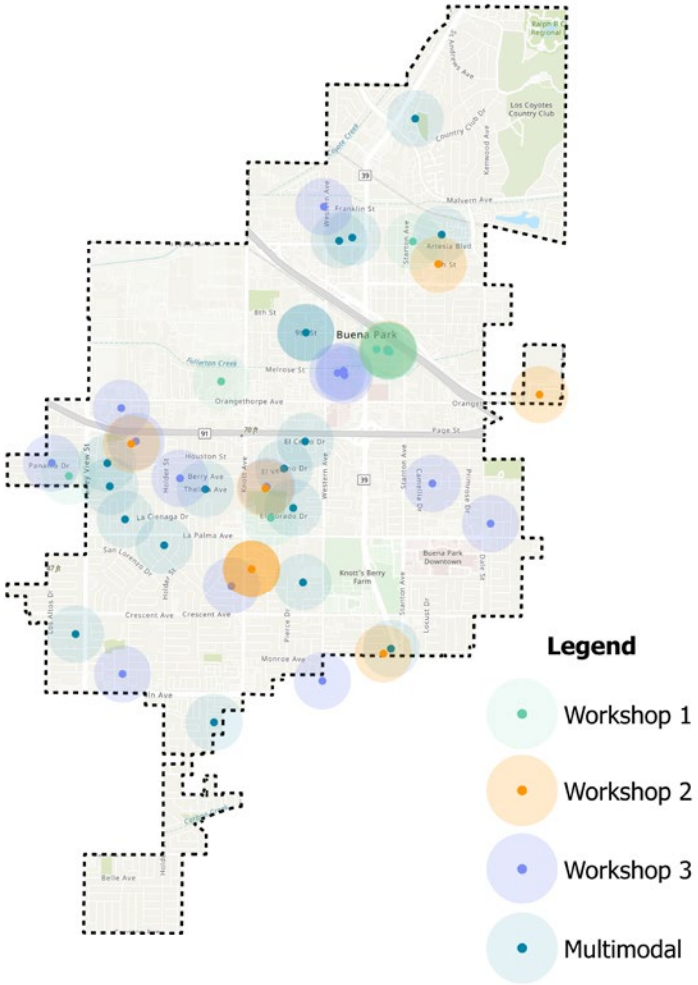






Key Strategy #2: Establish a Collaborative Community Support Network Focused On Promoting Safety and Awareness

Security lighting and cameras:
Good lighting enhances community safety. It deters crime, improves visibility, and enables quicker responses by law enforcement. Coupled with surveillance systems, it fosters a sense of security, creating safer and more comfortable neighborhoods for everyone.



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Exhibit 4.1-2: Security Lighting and Cameras Survey Results

Existing Conditions:

- **The City of Buena Park has been awarded $500,000 in American Rescue Plan Act (ARPA) funds from Supervisor Doug Chaffee and the County of Orange and for added security cameras and lighting upgrades around the city. The installation of security cameras and lighting at various locations, including Buena Park Community Center, Ehlers Event Center, Rick Gomez Park, George Bellis Park, Community Gymnasium, William Peak Park, promotes an increase in safety and security for the community.**

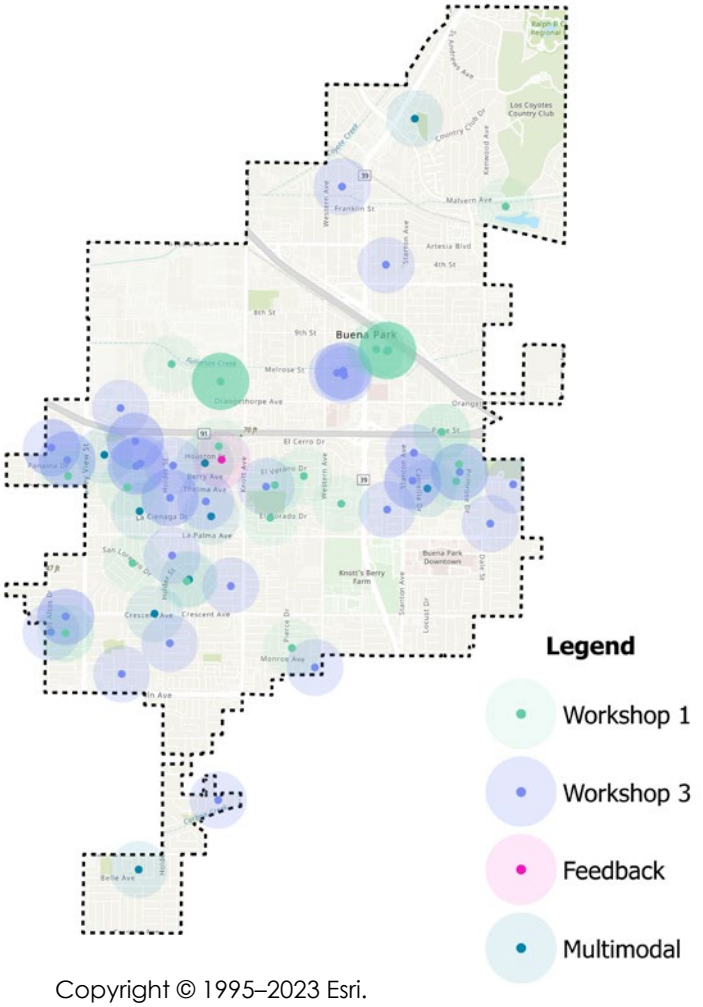
Community Voice:

- **Community desires for security lighting and cameras were recorded in Stakeholder Interviews, Workshop 1, Workshop 2, Workshop 3, and the Multimodal Survey as shown on exhibit 4.1-2. Workshop 2 comments also indicated participants visit certain parks more because of security. Specific mentions included requests for solar powered security lights as well as security cameras.**

Recommendations:

- **The city has already installed cameras at several facilities. Based on the participant requests the city should conduct a park lighting audit. The focus of the audit would be to identify dark zones and or areas typically out of visibility. Additional park lighting should be implemented in these areas to continue to promote park security.**
- **As necessary the city should look to expand coverage of security capabilities at parks that do not yet have any surveillance systems installed.**

Safety in parks and facilities and security/ police patrols:



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Exhibit 4.1-3: Safety in Parks and Facilities and Security / Police Patrols Survey Results

Existing Conditions:

- Currently the City of Buena Park Police Department has a force of 85 sworn police officers and 36 professional staff members. These sworn police officers and professional staff members cooperate closely to provide outstanding customer service to the community. Their shared goal is to enhance the quality of life for all residents, employees, and visitors in the City of Buena Park by reducing crime and promoting safety.

Community Voice:

- Desires for enhanced "security" and "police patrols" to enforce rules and promote community safety in parks was recorded in multiple outreach modes. Specifically, Stakeholder Interviews, Workshop 1, Workshop 3, Feedback Comments and the Multimodal Survey all included mentions of police patrols, ranger program development, and enforcing park rules (specific mentions include smoking and drinking).
- Exhibit 4.1-3 illustrates the location of survey respondents that indicated safety and police patrols are a need in the city.

Recommendations:

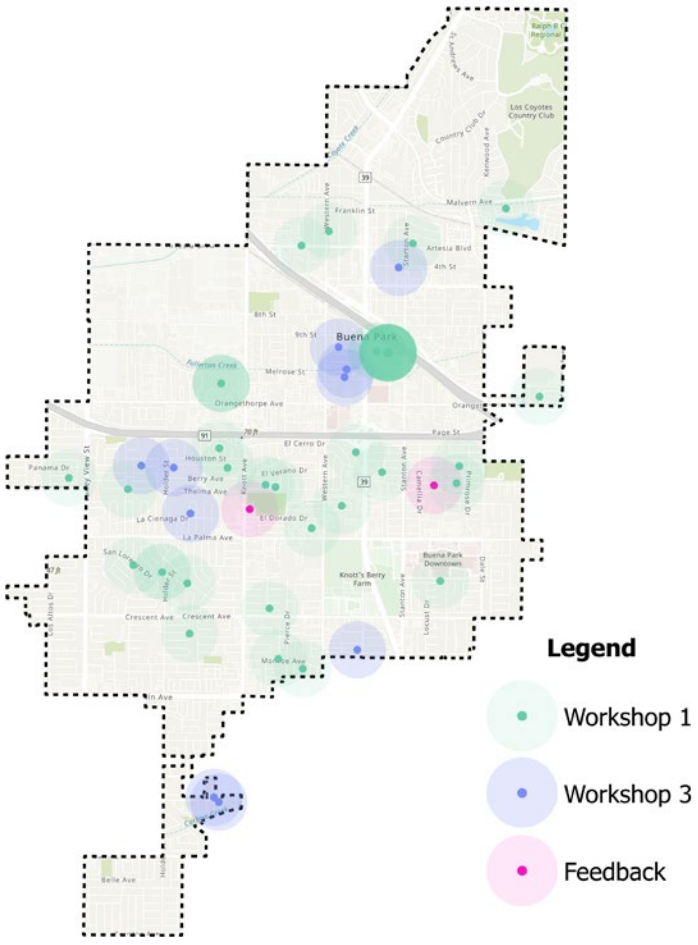
The city should consider implementing Crime Prevention through Environmental Design (CPTED) features in any new park facility or park improvements. Key CPTED elements to consider include:

- Engaging the community in the design and maintenance of public spaces to create a sense of ownership and pride, leading to greater vigilance against criminal activity.
- Regular upkeep and management of properties and public spaces to prevent them from becoming run-down or neglected, which can attract criminal activity.
- Designing spaces to increase visibility and surveillance, such as installing well-placed lighting, clear sightlines, and windows overlooking public areas.

Additionally, the city may elect to establish goals and objectives of a park ranger program to engage the community further and enhance positive presence in public spaces.

Key Strategy #2: Establish a Collaborative Community Support Network Focused On Promoting Safety and Awareness

Homeless outreach:
Homeless outreach is a compassionate community effort to assist those experiencing homelessness. It involves connecting individuals with essential resources like shelter, food, and medical care while building trust and offering long-term solutions like housing and job support. This approach aims to restore stability and dignity to their lives.



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Exhibit 4.1-4: Homeless Outreach Survey Results

Existing Conditions:

- **Homeless / Community Outreach Services is identified as one of four strategic goals of the Community Services Department.**
- **Buena Park, like many parts of Orange County, has seen a rising issue of homelessness, especially in areas frequently visited by tourists. Homeless individuals and their belongings are visible in various city parks and private properties, notably along Beach Boulevard. The Buena Park Police Department has an established Bright Paths Program. The program empowers homeless individuals to transition into self-sufficient, contributing members of the community by offering essential resources, including temporary housing, rehabilitation programs, and general assistance, enabling them to take the first step toward reclaiming their lives and reintegrating into society. In addition, the program provides the tools to educate local residents, businesses, and faith-based organizations about homelessness and the resources readily available to empower these groups to help decrease homelessness in their neighborhoods. In 2016, the city council approved the following steps in efforts to decrease homelessness in the City:**
  - **Conduct a Buena Park homeless census**
  - **Engage community members**
  - **Provide two dedicated police liaison officers**
  - **Connect with businesses and faith-based organizations**
  - **Address stolen shopping carts**
- **In 2021, the city added a Homeless Outreach Team to supplement the Buena Park Police Department Homeless Liaison Officer. This team fosters relationships to develop comprehensive and compassionate solutions that include referrals to social services, shelter options and case management.**
- **Further, in September of 2022, the Friendly Center opened at the City's Buena Park Community Center. This Community Resource Center offers vital social service programs to struggling families in the community.**

Community Voice:

- Several concerns for people dealing with homeless situations were recorded during the outreach campaign. Specifically, Stakeholder Interviews, Workshop 1, Workshop 3, and Feedback Comments all included mentions of "homeless outreach", concerns of the number of homeless in parks, and desires for homeless services for families in need.
- Exhibit 4.1-4 illustrates the location of survey respondents that indicated homeless outreach is a need in the city.

Recommendations:

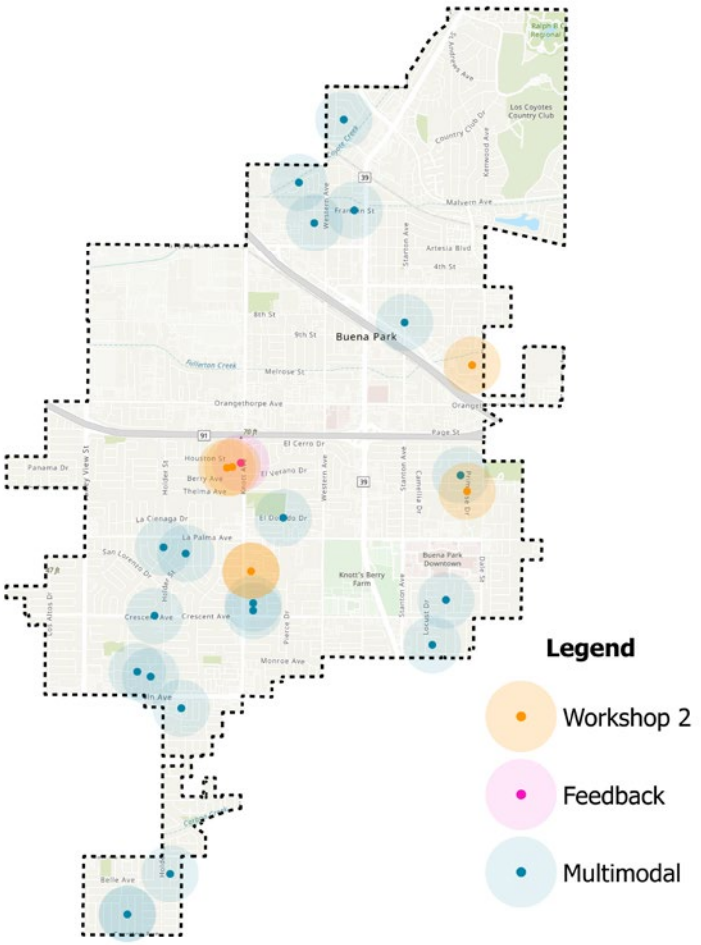
- The City may want to consider providing additional information and exposure to these valuable social services on its website. These programs and services are provided to the community, but are not found as a service or resource on the City's website as is 2-1-1 Orange County, the National Association on Mental Illness, or the OC Health Agency Crisis Assessment. The lack of program visibility and increasing homeless populations may be the result of the increased community desire for additional services and programs. Developing informational campaigns to promote the accomplishments of these programs will illustrate to the community the efforts already underway by the City of Buena Park.



Buena Park Navigation Center

Key Strategy #3: Develop Programs To Promote a Healthy Mind and Body Through Active Sports and Wellness Classes

Exercise equipment:
Providing exercise equipment to a community brings a multitude of benefits. It promotes physical fitness and overall health, offering residents an accessible way to stay active and combat sedentary lifestyles. Additionally, communal exercise spaces encourage social interaction and a sense of belonging, fostering community bonds. By making exercise equipment readily available, communities empower individuals of all ages to prioritize their well-being, leading to a healthier, happier, and more engaged population.



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Exhibit 4.1-5: Exercise Equipment Survey Results

Existing Conditions:

- **The city has multiple park locations with exercise amenities available to the community. Currently, Images Park, Lindbergh Mini Park, Rick Gomez Park, San Marino Park, George Bellis Park, William Peak Park have exercise equipment / fitness stations.**

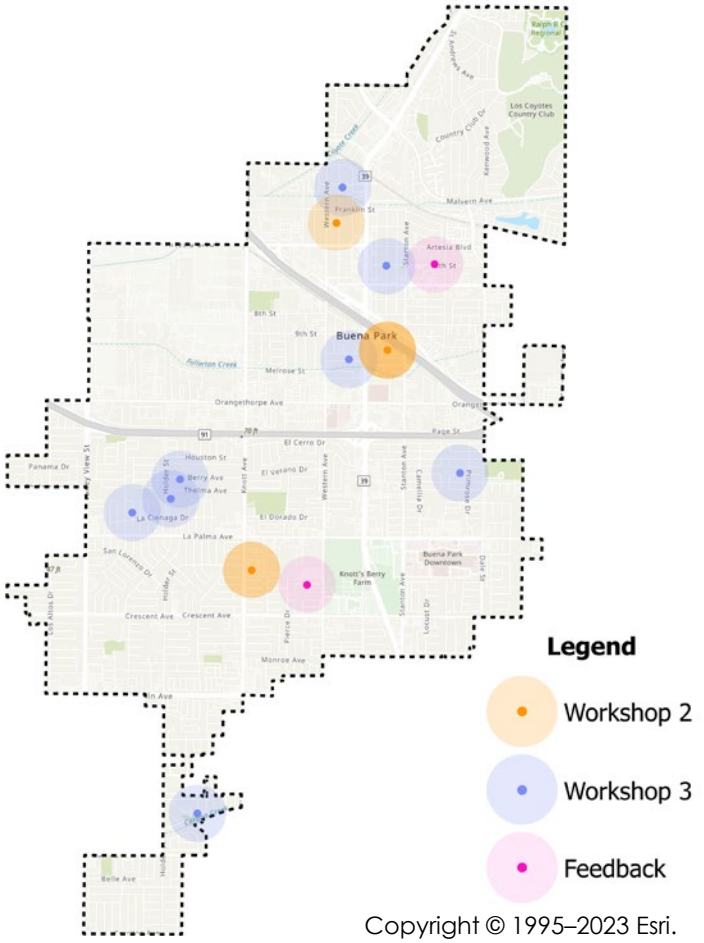
Community Voice:

- **Desires for additional "exercise equipment" were recorded from the community in the Stakeholder Interviews, Workshop 2, Feedback Comments, Multimodal Survey.**
- **Exhibit 4.1-5 illustrated the location of the respondents that indicated a desire for exercise and fitness equipment.**

Recommendations:

- **Repair and replace worn exercise equipment as usage requires.**
- **Consider adding equipment in park locations near community desires are strong such as Smith-Murphy Park, San Antonio Park, and Boisseranc Park.**

Sports:
Sports programs provide opportunities for improved physical fitness, social and leadership development, stress relief, personal growth, and community engagement, contributing to individual well-being and community cohesion.



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Exhibit 4.1-6: Sports Survey Results

Existing Conditions:

- **There are several sport opportunities in the city residents can take advantage of. Sports such as baseball, softball, soccer, and basketball to name a few enable the community to participate in active recreation. Parks and recreation plays a critical role in ensuring everyone has access to team and individual sports. As part of the research for this Master Plan nine (9) sports organizations were surveyed. The results of that survey evaluated the number of fields required based on the number of teams and players. That information was then balanced with the city's inventory of available facilities.**
- **The city currently has a deficit of -4.3 fields for youth baseball, and -1.5 indoor basketball courts according to the Custom Park Standards Calculations (CPSC's). Refer to section 2.2 and 3.2 for additional information. Other sports such as youth soccer, softball (youth and adult), each have a balanced demand-need ratio.**

Community Voice:

- **During the outreach process sport facilities and programs were mentioned in the Stakeholder Interviews, Workshop 2, Workshop 3, and in Feedback Comments shown in exhibit 4.1-6. Specific mentions recorded include" Sports (youth, classes, organized leagues, train coaches better, new equipment)" as well as "sports field improvements".**

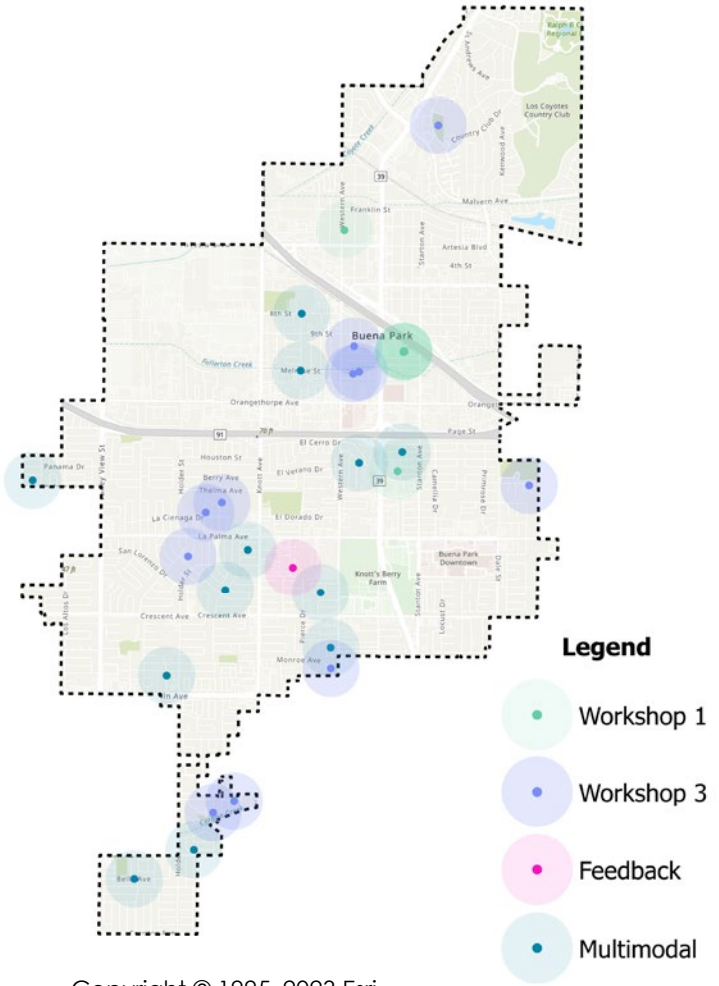
Recommendations:

The city has limited space for new additional large sports facilities to reduce the existing youth baseball deficit. As such the city will need to balance the remaining facility programming and seek out joint use partnerships to support the current demand.

- **Continue to maintain sports field and courts.**
- **Monitor registration and participation in youth and adult programs. If sports programs grow beyond city inventory capacity:**
  - **Explore joint use opportunities with school districts, explore overlay options, and expand field usage by adding field lights for extended program hours (William Peak Park)**

Key Strategy #3: Develop Programs To Promote a Healthy Mind and Body Through Active Sports and Wellness Classes

Health and wellness class:
Recreation programs, services, and facilities provide a number of benefits throughout the community. Research shows that parks and recreation programs can change the way people interact with their environment. By providing the community with ways to get involved and stay invested in its green spaces, effective park programming brings many benefits to the health and well-being of residents. Effective recreation programs promote the positive use of leisure time and a lifelong commitment to a healthy lifestyle, personal development, and a strong community.



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Exhibit 4.1-7: Health and Wellness Survey Results

Existing Conditions:

- **The city has numerous programs for all ages that deal with specific health and wellness elements. Programs range from youth to adult to senior classes. Specific program offering include Youth Sports & Fitness Classes, Swim Lessons, Gymnastics and Tennis, Martial Arts, PiYo, Zumba, Yoga, Kundalini, Strength and Conditioning Training, Tai Chi Chuan, Senior Café, Meals on Wheels OC Home Delivered Meals, Grocery Food Distribution and many more.**
- **Buena Park has successfully resumed many programs, with registration and participation levels near or exceeding pre-pandemic figures.**

Community Voice:

- **Participants noted desires for "health and wellness classes", "Nutrition and self-health", "physical health through parks", and "healthy minds and bodies during the community outreach campaigns. Exhibit 4.1-7 shows specific mentions recorded in the Stakeholder Interviews, Workshop 1, Workshop 3, Feedback Comments, and in the Multimodal Survey.**

Recommendations:

Continue to develop and host health and wellness-oriented classes and facilities including:

- **Healthy cooking classes**
- **Group exercise classes**
- **Development of a fitness center and expansion of outdoor exercise equipment**

4

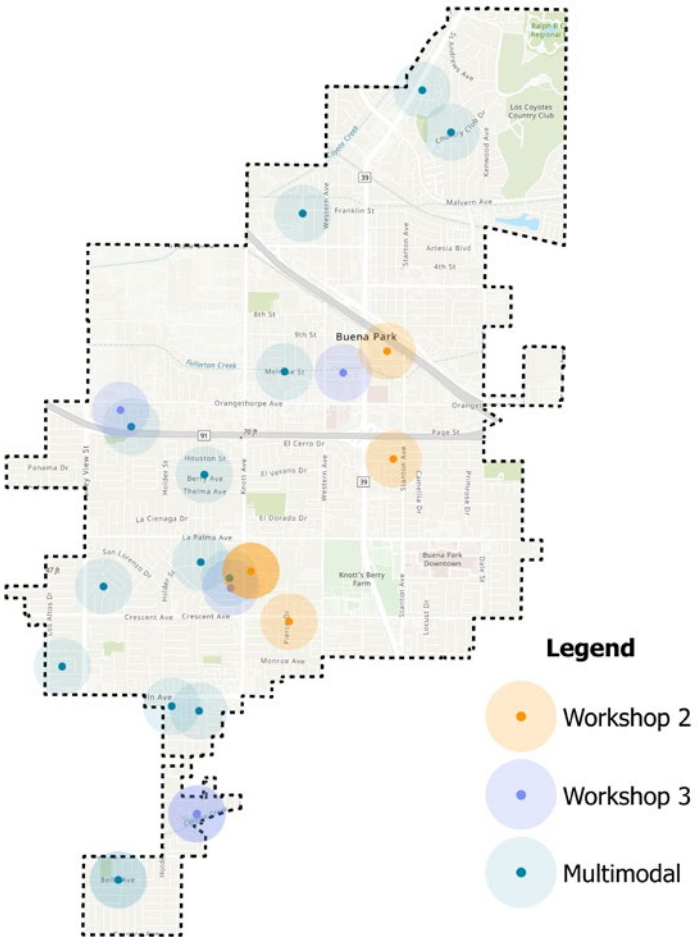


Buena Park Track

Photo by the City of Buena Park

Key Strategy #4: Provide Diverse Program Opportunities For All Ages and Abilities To Strengthen the Overall Community Fabric

Senior classes and activities:
Senior classes and activities improve the well-being of older community members by promoting physical and mental health, reducing isolation, and fostering a sense of belonging. These programs empower seniors to stay active and engaged, contributing to a more vibrant community.



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Exhibit 4.1-8: Senior Classes and Activities Survey Results

Existing Conditions:

- **Recognizing the projected growth of the senior population in California, Governor Gavin Newsom initiated the Master Plan for Aging in 2019, outlining five goals and 23 strategies to support older Californians by 2030. Buena Park is actively aligned with these goals, offering a wide range of programs and services for its senior community, spanning nutrition, transportation, social clubs, fitness, support services, and cultural activities. This approach prioritizes senior well-being and community engagement. The Master Plan and Buena Park's efforts collectively demonstrate a proactive commitment to creating age-friendly communities in California. Together, they aim to ensure that seniors have access to housing, healthcare, and opportunities that enrich their lives and promote inclusion and equity.**

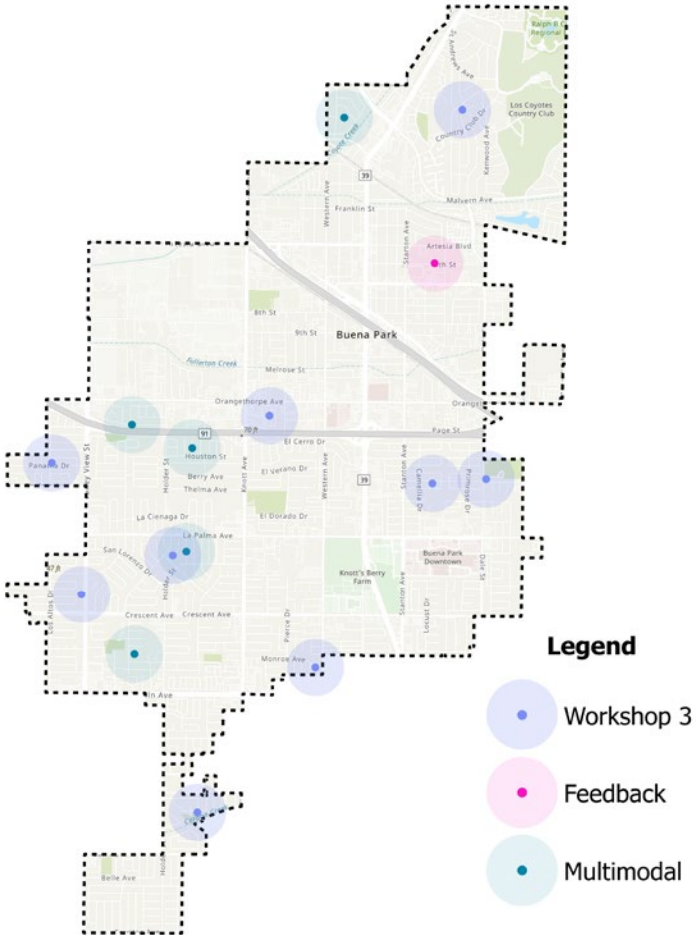
Community Voice:

- **Desires for additional "senior classes and activities" were recorded from the community in the Stakeholder Interviews, Workshop 2, Workshop 3, and the Multimodal Survey shown in exhibit 4.1-8.**

Recommendations:

- **The city offers numerous senior classes and activities (refer to the appendix for specific class availability). The city should continue to evaluate participation in each programs to remain current in relative offerings. Trends in senior programming include health and wellness (refer to key strategy 3), food distribution (currently available to seniors) and as well as aqua aerobics. The city may also consider adding gardening classes in conjunction with its Community Gardens and potentially with the University of California Master Gardeners.**

Arts and crafts class:
Arts and crafts classes in a community are a creative outlet that benefits individuals by providing a platform for self-expression, skill development, and a sense of accomplishment. These classes also foster community bonds through shared creative experiences, enriching the cultural fabric and promoting social well-being.



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Exhibit 4.1-9: Arts and Crafts Classes Survey Results

Existing Conditions:

- **Arts and Crafts play a vital role in child development by nurturing creativity, problem-solving skills, and critical thinking, while also enhancing academic performance. Buena Park offers a variety of programs, such as Anime Art, Cartoon Drawing, Scrapbooking, and more, to provide children with opportunities for artistic expression and skill development. These programs encourage exploration and expression in a supportive environment, contributing to the growth and well-rounded development of children during their formative years.**
- **Currently, Community Services Goal 3 includes promoting cultural and fine arts events within the community to explore opportunities for diverse performing arts programming and promote unique and varied events that display the City's cultural diversity.**

Community Voice:

- **There were community desires for arts and crafts shown in exhibit 4.1-9 and recorded in Workshop 3, Feedback Comments, and in the Multimodal Survey. Specific comments included "instructional programs in art, music and visual arts", Art & Culture", "Fine arts drop in facility", and "Music".**

Recommendations:

The City of Buena Park may want to consider the following arts and crafts programs based on regional trends:

- **Cooking and Culinary Arts**
- **Ceramics for Children & Adults**
- **Jewelry Making Classes**
- **Music Classes**

Key Strategy #4: Provide Diverse Program Opportunities For All Ages and Abilities To Strengthen the Overall Community Fabric

Joint use program / partnership:
Public agencies can enter joint development and/or joint use agreements with other local public agencies for development or use of land and facilities. The City of Buena Park entered into a Joint Use Agreement with Buena Park Unified School District on the construction and operation of a community gymnasium at Buena Park Middle School. The City also entered into a License Agreement with Southern California Edison to develop an easement for a park, public recreation, and community garden purposes.



Ralph B. Clark Regional Park



Whitaker Park Site

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Exhibit 4.1-10: Joint Use Program / Partnership Survey Results

Existing Conditions:

- **The city currently has joint use agreements with:**
  - **Buena Park School District (Community Gymnasium),**
  - **Buena Park School District (Whitaker School Park),**
  - **Fullerton Joint Union High School District,**
  - **License Agreement with Southern California Edison for Right of Way green space from Valley View St. to El Monte Dr.,**
  - **Lease Agreement with the First Congregational Church**

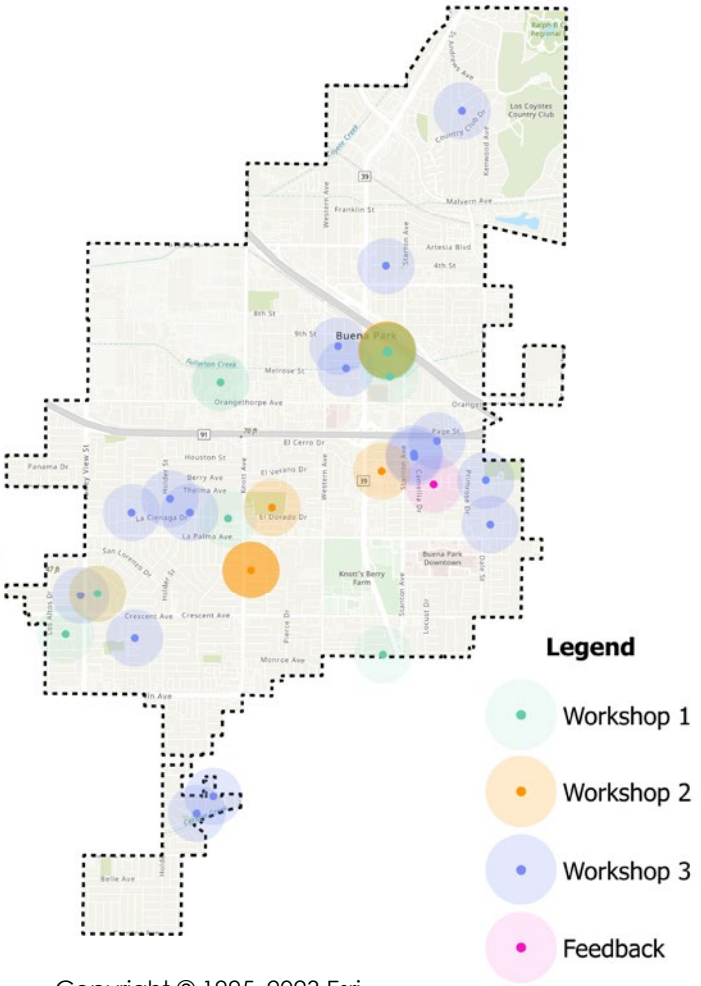
Community Voice:

- **There were community desires for joint use programs and partnerships recorded in Stakeholder Interviews, Workshop 1, and Feedback Comments. Specific comments included "program/partnerships (with schools, small businesses, library and Boys & Girls Club)", and "mutually beneficial green space".**
- **Exhibit 4.1-10 illustrates the location of survey respondents that indicated joint use programs / partnerships is a need in the city.**

Recommendations:

- **The city should continue to develop new public and private partnerships to support the growth of parks and recreation services and facilities available to the community.**

Community events:
Community-wide events bring people from all walks of life together, strengthening the bonds between them. Studies have shown that building healthy relationships and spending time with your family, friends, and others in your community can help improve your mental well-being. Establishing a strong identity and a sense of pride for a community is important, especially for smaller cities. Smaller cities can use community events to connect residents and to keep old traditions alive, while making new traditions.



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Exhibit 4.1-11: Community Events Survey Results

Existing Conditions:

- **The City of Buena Park provides several special events including: Spring Extravaganza, Movies Under the Stars, Summer Concert Series, Symphony on the Go!, Community Chorus Performances, BP CultureFest, Silverado Day (BP Noon Lions) Cops and Goblins, Art Shows and Art Festivals, Food Truck Festival, Candy Caneland and Craft Fair, Christmas Tree Lighting, Civic Theater, Memorial Day Remembrance, Veteran's Honor Walk, All-City Track and Field Meet, and Family Art Festival.**

Community Voice:

- **Community desires for continued and expanded "community events" were noted specifically across all in person workshops and Feedback Comments as shown in exhibit 4.1-11. This concentration of community desires building from a specific qualitative outreach mode indicate one of Buena Parks strengths in building community identity.**

Recommendations:

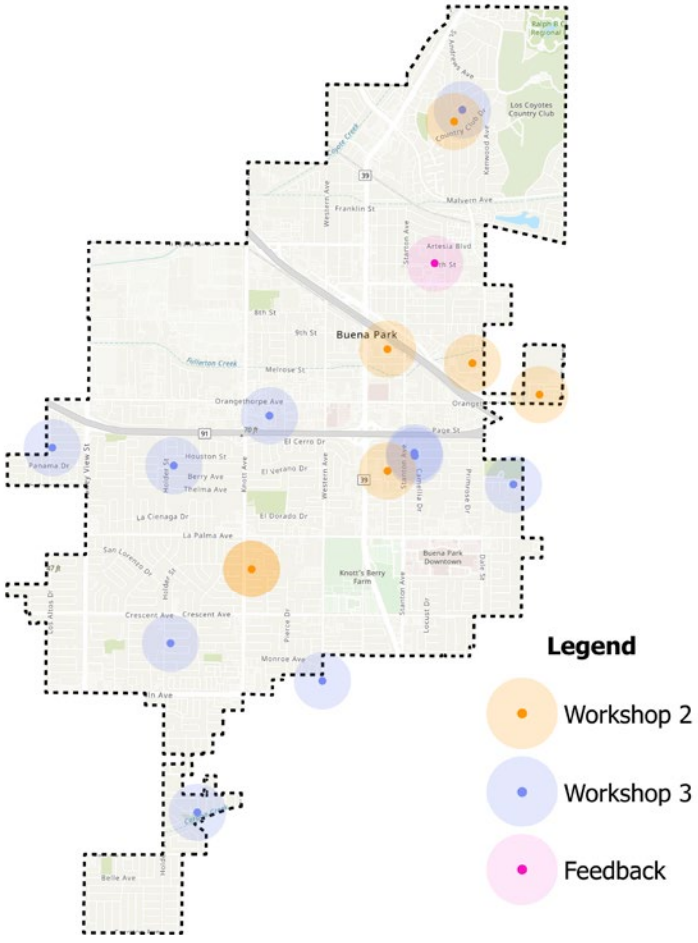
- **The City of Buena Park may want to consider offering joint events in conjunction with the North Orange County Chamber. Events such as an Art Walk in a Buena Park business district to celebrate local artists. These events bring the community together in celebration, but also assist in bringing an audience to the business district to promote these local businesses.**

Note:

- **Events are typically challenged with attendance in its first few years. Most events often kick off with a modest crowd and as word spreads, grow with excitement in future years. With this in mind, as opposed to new stand-alone special events, take your creative new idea/event to the people. Success can be achieved by bringing small events to a large community gathering or to another established special event.**
- **Events are also typically challenged with budgets for new or growing special events; however, popular/signature events with large crowds and attendance have built-in opportunities for sponsorships from local businesses.**

Key Strategy #4: Provide Diverse Program Opportunities For All Ages and Abilities To Strengthen the Overall Community Fabric

Special needs programs:
Special needs programs provide tailored support and opportunities for individuals with diverse abilities, addressing their unique needs and fostering independence. These programs contribute to inclusive communities and promote awareness of diverse abilities.



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Exhibit 4.1-12: Special Needs Programs Survey Results

Existing Conditions:

- **There are currently limited special needs services available within the city. The city does offer a Special Needs Martial Arts class. Special needs programs offer tailored support and resources to individuals with disabilities, enhancing their quality of life by addressing their specific needs and fostering independence. These programs promote social inclusion and skill development, reducing stigmatization and empowering individuals to advocate for themselves. Families benefit from guidance and support, while society gains from increased diversity and a more inclusive, compassionate culture. Additionally, special needs programs provide equal opportunities and ultimately contribute to a more equitable and harmonious community.**

Community Voice:

- **Community desires for "Special needs programs (Adults, Sports)", "special needs playgrounds", "classes geared towards participants with special needs" were recorded in Stakeholder Interviews, Workshop 2, Workshop 3, and Feedback Comments shown in exhibit 4.1-12.**



Photo by https://up-ma.com/

Recommendations:

The City should create a Committee or Commission to act in an advisory capacity to the City Council and City staff to address concerns or issues affecting people with special needs, including those with physical and mental disabilities, and to make recommendations on new programs and services.

- Develop an Inclusion Policy dedicated and committed to following the guidelines established by ADA to ensure all programs, activities, and services are accessible and available to individuals with disabilities.
- Develop inclusion programs to allow participants the opportunity for more "hands-on" job training classes, to improve their potential for finding employment.
- In cooperation with local school districts and the County of Orange Social Service Agency, develop programs specific to persons with disabilities, such as independent living programs, summer programs, after school programs, and job training to support its residents with disabilities.
- Explore cooperative agreements with other Orange County communities and nonprofits, such as REACH or the Regional Center of Orange County to provide programming opportunities for persons with intellectual and developmental disabilities.
- Explore collaborative partnerships with the Speech and Language Development Center (SLDC) for opportunities to offer programs and services to the community.



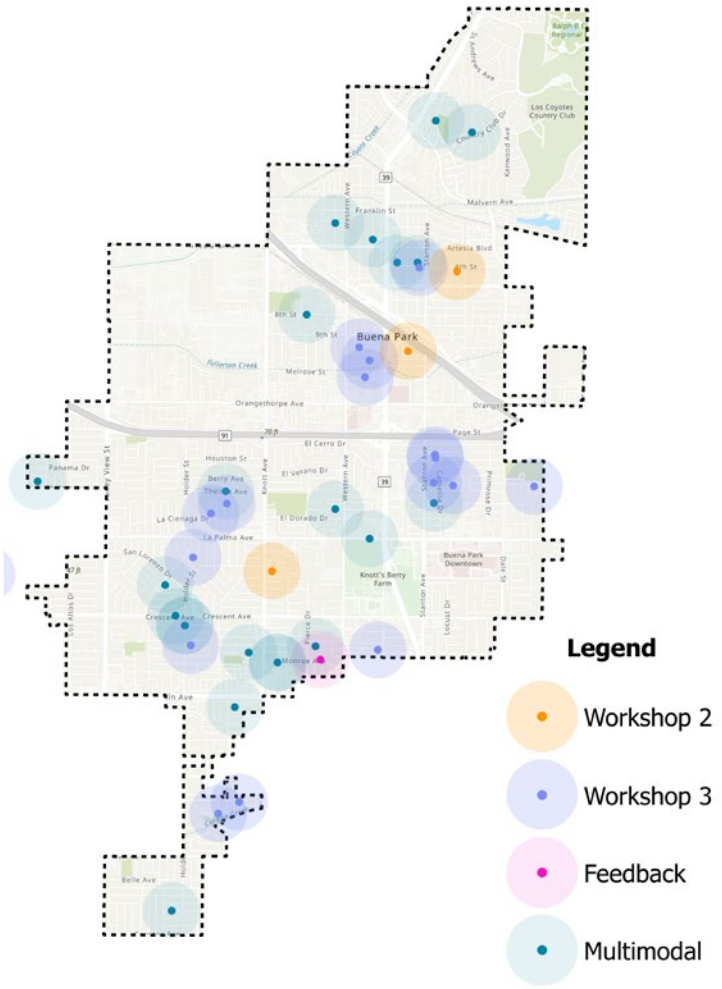
Photo by https://up-ma.com/



Photo by https://up-ma.com/

Key Strategy #5: Modernize Existing Facilities and Develop New Recreation Amenities

Dog area:
Having a safe and controlled space for dogs to exercise and socialize, promoting their physical and mental well-being. This can lead to healthier and happier pets. Additionally, dog parks encourage community engagement, as pet owners gather and build connections while supervising their dogs. Such spaces also help reduce issues related to off-leash dogs in other public areas, enhancing safety and peace in the neighborhood.



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Exhibit 4.1-13: Dog Area Survey Results

Existing Conditions:

- **The city currently has George Bellis Park Dog Park, a small approximately ½ acre (24,000 SF) dog park. Dog parks are growing in popularity yet are still regional destination facilities.**
- **Additional nearby dog parks include Maxwell Dog Park in Anaheim and Fullerton Pooch Park.**

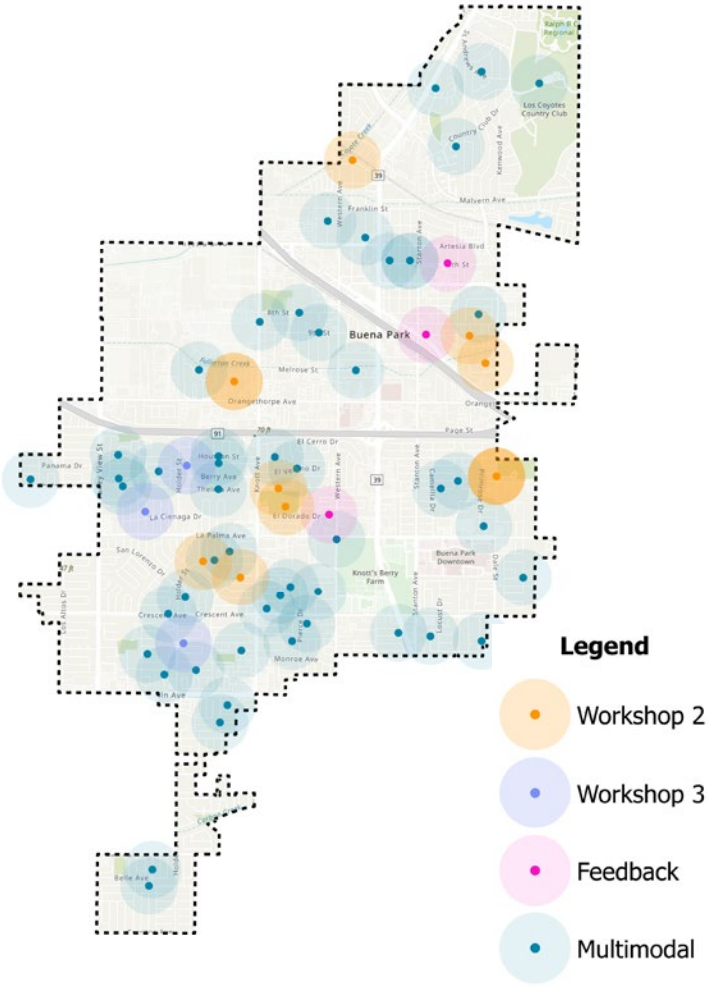
Community Voice:

- **Community desires for a dog park were recorded in Stakeholder Interviews, Workshop 2, Workshop 3, Feedback Comments as well as the Multimodal Survey. Specific mentions include "dog park, obstacle course, and dog playground."**
- **Exhibit 4.1-13 illustrates the location of survey respondents that indicated a dog area is a need in the city.**

Recommendations:

- **Typical dog parks are 1 to 2 acres in size. It is recommended the city begin improvements to the existing dog park including shade areas, dog agility amenities. Based on frequency and usage of the existing dog park the city may consider expanding the exiting dog park or developing more dog friendly areas including dog runs, and additional waste bag dispensers.**

Playground improvements:
Improving playground equipment in a city creates safer and more inclusive spaces for children to play, promoting physical activity, social interaction, and community attractiveness. It's an investment in the well-being and future of the city's youth.



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Exhibit 4.1-14: Playground Improvements Survey Results

Existing Conditions:

- **The city currently has 12 parks with various playground structures for children to play on.**

Community Voice:

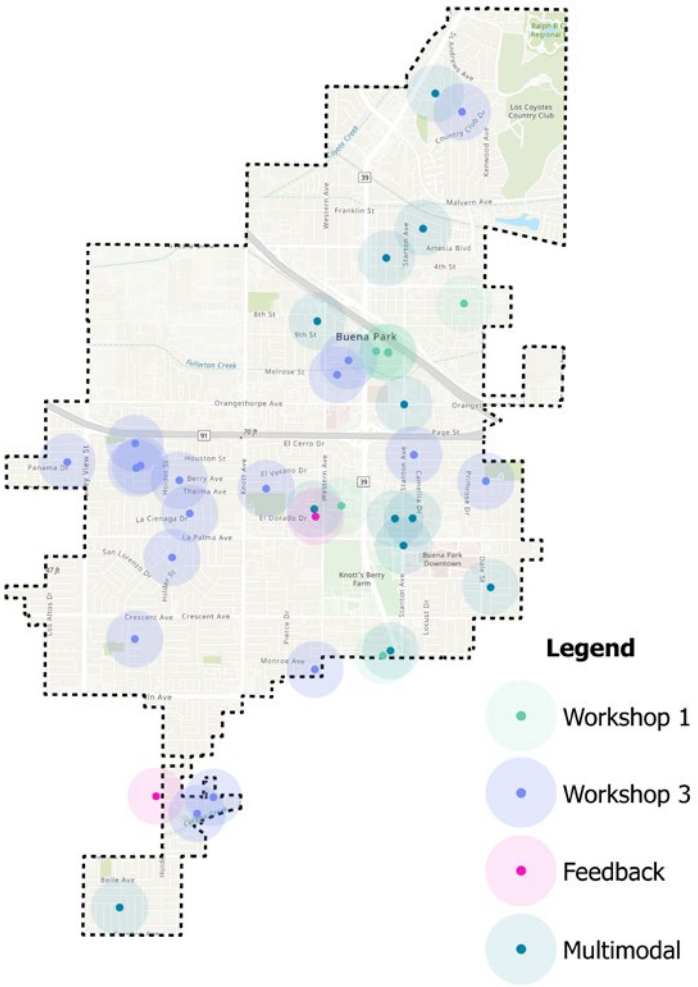
- **Community desires for playground improvements were recorded in Stakeholder Interviews, Workshop 2, Workshop 3, Feedback Comments as well as the Multimodal Survey. Specific mentions include "playground improvements" and "safe equipment, inclusive, innovative, at Peak Park".**
- **Exhibit 4.1-14 illustrates the location of survey respondents that stated playground improvements are needed in the city.**

Recommendations:

- **The city should develop a playground maintenance and replacement strategy based on equipment life cycles. A good playground replacement model should prioritize safety, accessibility, and fun for children of various age groups.**
- **As the city develops new playground facilities specific design considerations should be given to a universal design approach. This approach enables a wider community to interact in a social and individual bases taking into account a variety of special needs.**

Key Strategy #5: Modernize Existing Facilities and Develop New Recreation Amenities

Renovate / upgrade existing parks:
Renovating and upgrading park facilities improves safety, attractiveness, and functionality. It promotes physical activity, sustainability, and community engagement, ultimately enhancing residents' quality of life and pride in their public spaces.



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Exhibit 4.1-15: Renovate / Upgrade Existing Parks Survey Results

Existing Conditions:

- **The City currently has 13 parks and three recreation facilities. There is approximately $11,900,000 in 20-21 CIP projects that deal with specific park upgrades, new park facilities and equipment.**

Community Voice:

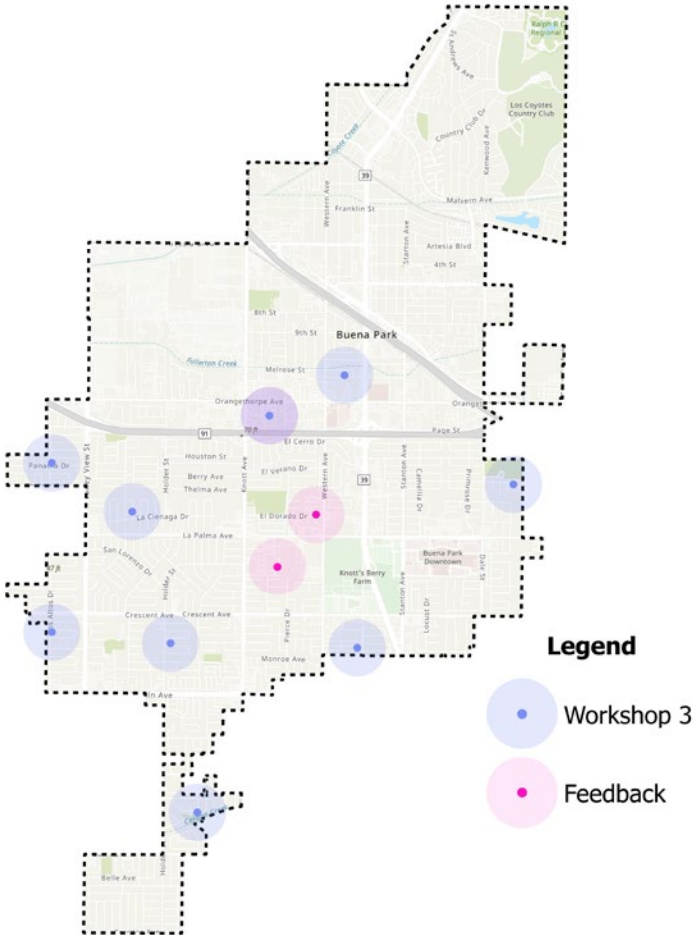
- **Community desires for general park upgrades and renovations are shown in exhibit 4.1-15 and were recorded in Stakeholder Interviews, Workshop 1, Workshop 3, Feedback Comments as well as the Multimodal Survey. Specific mentions include "renovate / upgrade existing parks, renovate peak park, renovate courts, and modernize parks".**

Recommendations:

Continue with the planned 2023-24 CIP items identified below:

- **Citywide Parks ADA Improvements**
- **Images Park**
- **Community Gardens Master Plan**

Benches / seating:
Providing benches and seating at parks enhances the park experience, promoting relaxation, physical well-being, social interactions, and inclusivity. These seating options create inviting spaces that strengthen community bonds.



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Exhibit 4.1-16: Benches / Seating Survey Results

Existing Conditions:

- **The city has numerous seating opportunities across the park system including picnic shelters at Rick Gomez Park, Carl Brenner Park, John Beat Park, Larwin Park, San Marino Park, Smith-Murphy Park, Boisseranc Park, George Bellis Park, and William Peak Park.**

Community Voice:

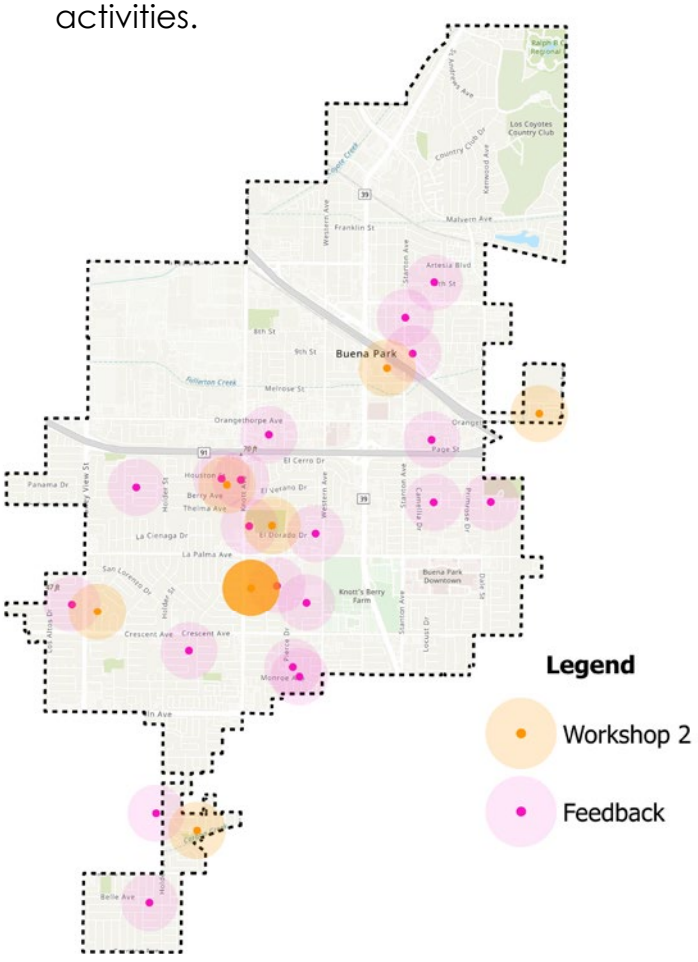
- **Community desires for benches and seating areas were recorded in Stakeholder Interviews, Workshop 3, and Feedback Comments. Specific mentions include "add benches, more benches and seating areas".**
- **Exhibit 4.1-16 illustrates the location of survey respondents that indicated benches and seating are a need in the city.**

Recommendations:

- **Review high traffic areas within current park facilities and add benched and additional seating areas as necessary.**
- **Consider additional seating areas around playgrounds, and sport court facilities.**

Key Strategy #5: Modernize Existing Facilities and Develop New Recreation Amenities

Shade structures:
Shade structures offer numerous advantages for outdoor gatherings. They provide protection from the elements, shielding guests from solar exposure and inclement weather. Shade structures accommodate larger groups, offering privacy and a designated space for social events. They extend the usability of outdoor spaces and often come with storage facilities for convenience. Overall, shade structures create aesthetically pleasing environments that enhance the enjoyment of outdoor activities.



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Exhibit 4.1-17: Shade Structures Survey Results

Existing Conditions:

- **The city currently has several picnic shelters at city parks including Rick Gomez Park, Carl Brenner Park, John Beat Park, Larwin Park, San Marino Park, Smith-Murphy Park, Boisseranc Park, George Bellis Park, and William Peak Park.**

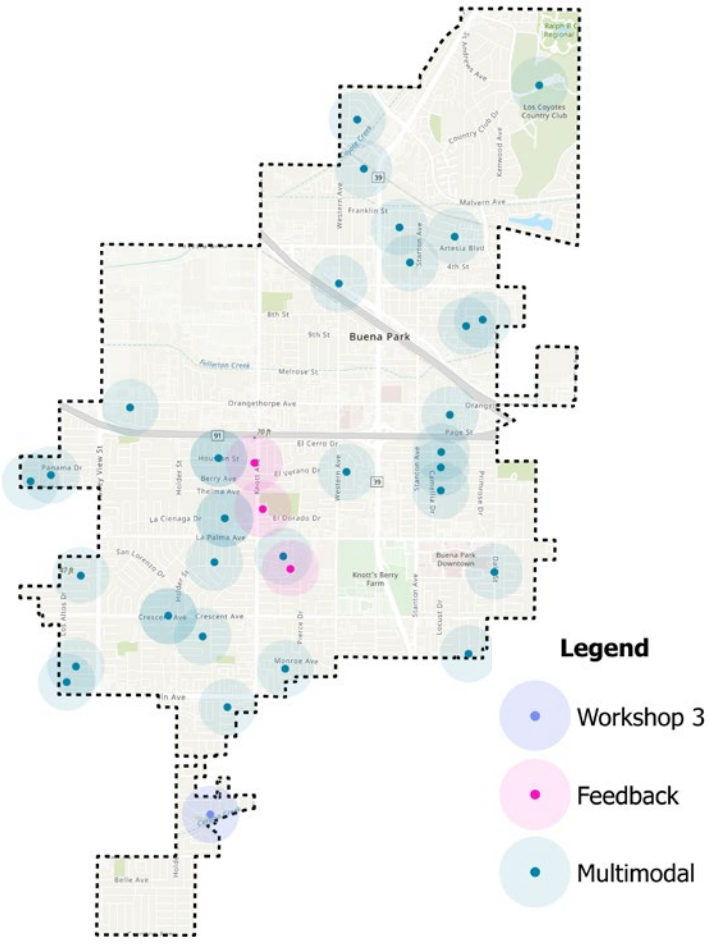
Community Voice:

- **Picnic shelters and shade desires were recorded in Stakeholder Interviews, Workshop 2, and the Feedback Comments. Ideas from the community included "providing shade structures over all playgrounds ", including shade at pickleball courts, and develop more picnic shelters.**
- **Exhibit 4.1-17 illustrates the location of survey respondents who indicated that picnic shelters and shade are a need in the city.**

Recommendations:

- **Add picnic shelter opportunities over existing playgrounds.**
- **Consider additional picnic shelters and shade opportunities near areas illustrated on exhibit 4.1-17.**

Restroom improvements:
The size of parks and their locations can lead to whether or not they become destination facilities. Small Mini Parks and Neighborhood Parks primarily serve their local neighborhood residents. Larger Community Parks and Regional Parks are more automobile centric and serve a larger portion of the community. Having restrooms at larger facilities supports the wide variety of user groups that visit these park types.



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Exhibit 4.1-18: Restroom Improvements Survey Results

Existing Conditions:

- **The city currently has restrooms available at all of the neighborhood and community parks, excluding Silverado Trail.**

Community Voice:

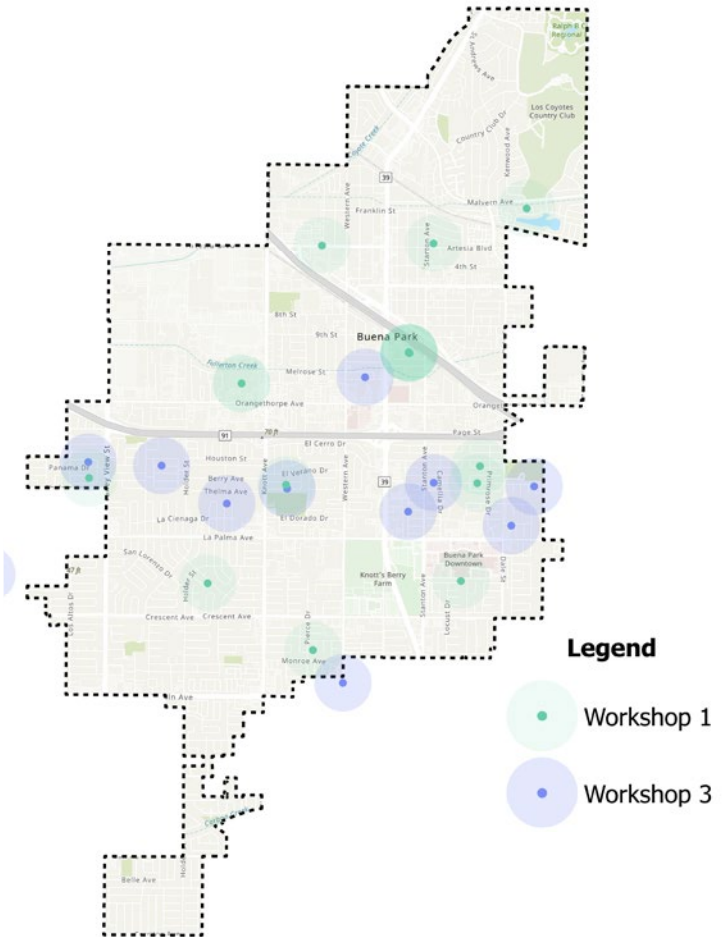
- **Restroom improvement desires were recorded in Stakeholder Interviews, Workshop 3, Feedback Comments as well as the Multimodal Survey shown in exhibit 4.1-18. Comments from the community included "Restroom improvements (replace/fix equipment, safety, open hours)".**

Recommendations:

- **Upgrade and renovate restroom facilities available to the public. Consideration should be given to security, accessibility, lighting and regular inspection and cleaning schedules.**
- **Upgrade and renovate restrooms that are in disrepair first including those at Carl Brenner Park, Boisserance Park, William Peak Park,**

Key Strategy #5: Modernize Existing Facilities and Develop New Recreation Amenities

Maintenance:
The Public Works and Community Services Department must work hand-in hand to ensure top-notch customer service is provided with its park maintenance and the operation of the play spaces and facilities in the City's park system.



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Exhibit 4.1-19: Maintenance Survey Results

Existing Conditions:

- **The Community Services Department provides a variety of programs and services and manages the City's parks with maintenance support from its Public Works Department.**

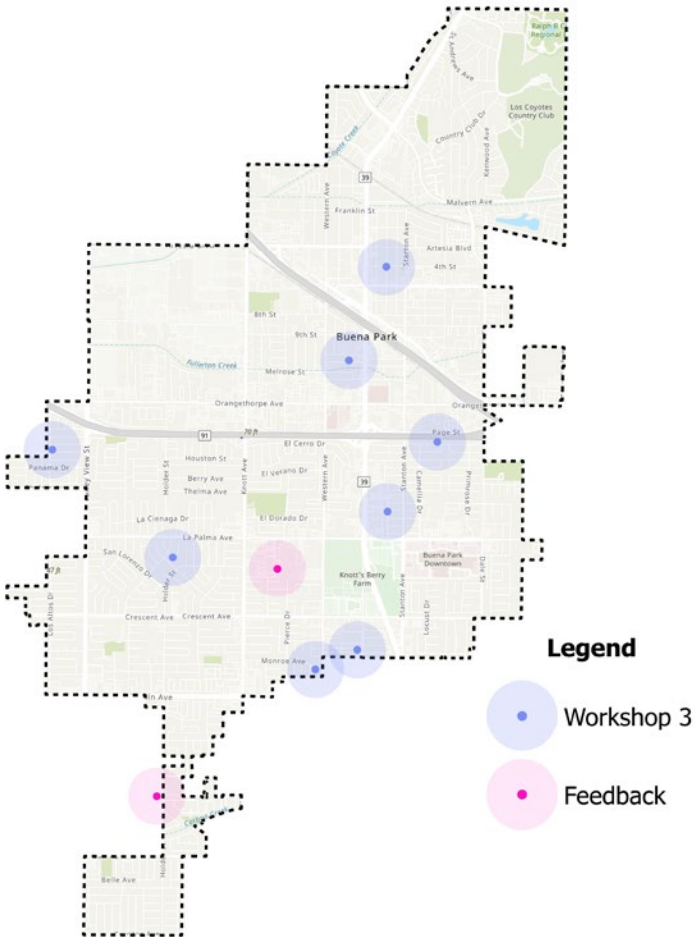
Community Voice:

- **Requests for maintenance improvements were recorded in Stakeholder Interviews, Workshop 1, and Workshop 3 shown on the map in exhibit 4.1-19. Comments from the community included "Maintenance / clean up trash / graffiti removal ".**

Recommendations:

- **The City is in the process of implementing a Computerized Maintenance Management System (CMMS) with Mobile MMS from Websoft Developers. This CMMS will provide a valuable tool for the maintenance team. The City has not evaluated or implemented a lifecycle management program for its amenities and the assets in its park system.**
- **As time permits, the City is encouraged to populate its CMMS software with scheduled, planned, and programmed maintenance.**
- **Implementation of the operations and maintenance plan developed and available in the appendix.**

More, additional parks:
Adding more parks to a city offers numerous benefits. It increases access to green spaces, promotes physical activity and community bonding, enhances mental well-being, and contributes to environmental sustainability. Ultimately, it enriches urban life and improves residents' quality of life.



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Exhibit 4.1-20: More, Additional Parks Survey Results

Existing Conditions:

- **There are very little, large open areas left for new additional parkland to be developed. As a result, the city has maximized its resources and developed partnerships and joint use agreements to expand recreation opportunities for the community.**

Community Voice:

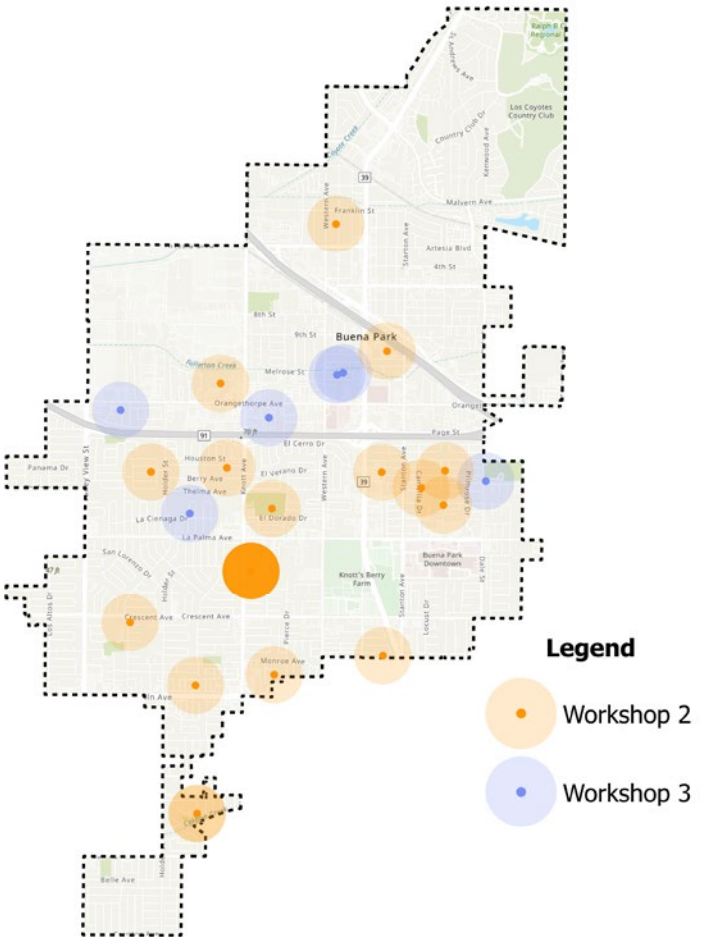
- **Requests for more, additional parks were recorded in Stakeholder Interviews, Workshop 3, and Feedback Comments. Comments from the community included "More, additional parks (in central area, pocket parks, distributed through city)".**
- **Exhibit 4.1-20 illustrates the location of survey respondents that indicated more, additional parks are a need in the city.**

Recommendations:

- **Continue to develop public and private partnerships for expanded recreation opportunities including school district properties, private golf course, and the County park.**

Key Strategy #5: Modernize Existing Facilities and Develop New Recreation Amenities

Pickleball court:
Pickleball encourages people of all ages and skill levels to engage in friendly competition, promoting physical fitness and social connections. With its smaller court size and lower physical demands, pickleball is accessible to a wide range of individuals, including seniors and those with physical limitations. Communities that embrace pickleball facilities and programs provide residents with an engaging way to stay active, build relationships, and foster a sense of belonging, making it a valuable addition to their recreational offerings.



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Exhibit 4.1-21: Pickleball Court Survey Results

Existing Conditions:

- **The city does not have any permanent pickleball facilities. There have been temporary facilities set up for local tournaments.**

Community Voice:

- **Requests for pickleball courts were recorded in Stakeholder Interviews, Workshop 2, and Workshop 3. Comments from the community included desires for new permanent pickleball courts.**
- **Exhibit 4.1-21 illustrates the location of survey respondents that indicated pickleball courts are a need in the city.**

Recommendations:

- **As part of the Multimodal Survey a calculation was developed to determine the number of pickleball courts the city would need based on the average number of players and their frequency of play (refer to section 3.2).**
- **The city should look to develop permanent pickleball courts. Consider developing permanent pickleball courts at George Bellis, Boisseranc, and/or San Marino Parks.**

4



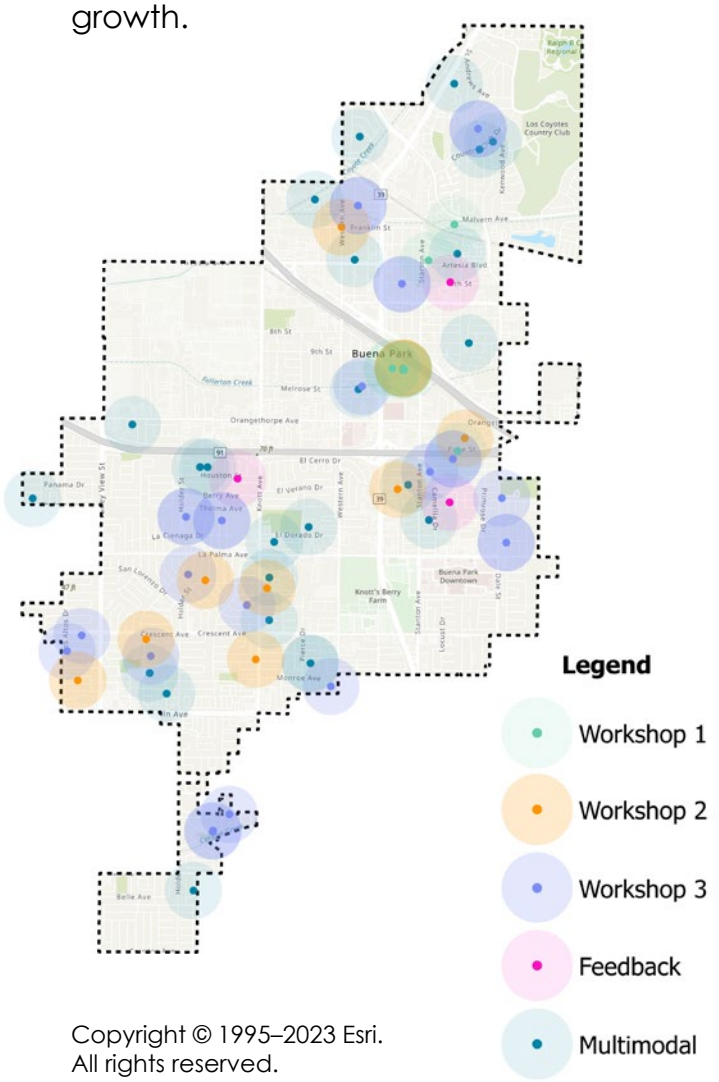
Carl Brenner Park

Photo by the City of Buena Park

Key Strategy #6: Support Outdoor Recreation and Community Exploration Through Development Of Enhanced Park Amenities and Trail Connectivity

Bike facilities:

Local trails and bike paths are vital for staying active, offering a means of transportation, and reducing stress. Three out of four U.S. adults value having access to nearby trails. Park and recreation agencies in the U.S. typically manage or maintain about 12 miles of trails. These trails provide physical health benefits through exercise and mental well-being improvements by reducing stress and anxiety. They also support eco-friendly transportation, recreational opportunities, inclusivity, and personal growth.



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Exhibit 4.1-22: Bike Facilities Survey Results

Existing Conditions:

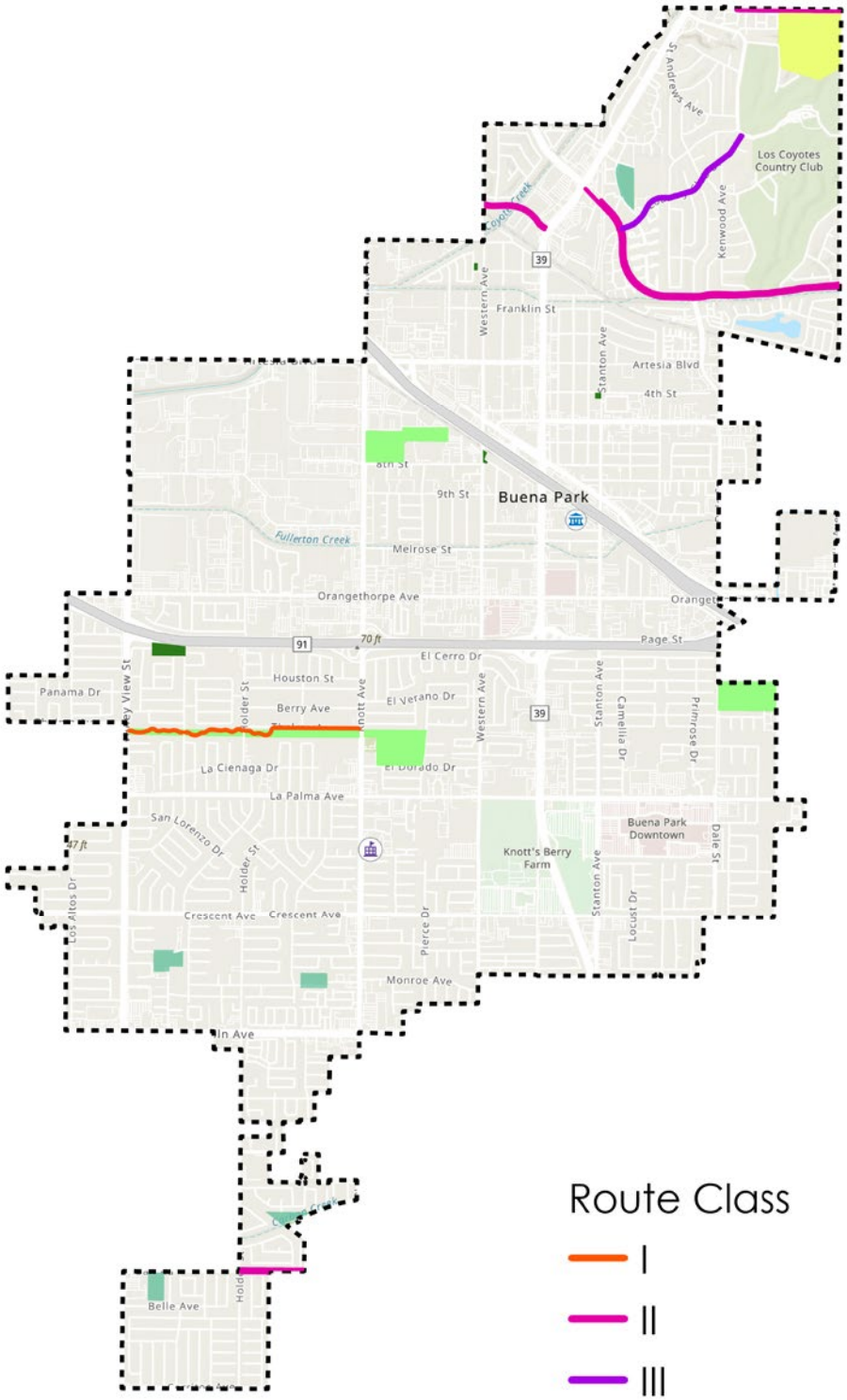
- **The city of Buena Park has few class 1, 2 and 3 trails. There is limited availability of dedicated bicycle lanes / trails connecting schools, parks and neighborhoods. Refer to exhibit 3.3-1 Buena Park Existing Bike Trails Map.**

Community Voice:

- **Community desires for bike facilities were recorded in Stakeholder Interviews, Workshop 1, Workshop 2, and Workshop 3, Feedback Comments, and the Multimodal Survey. Specific mentions include "more bike paths or trails", "bike racks" and "pump track".**
- **Exhibit 4.1-22 illustrates the location of survey respondents that indicated bike facilities are a need in the city.**

Recommendations:

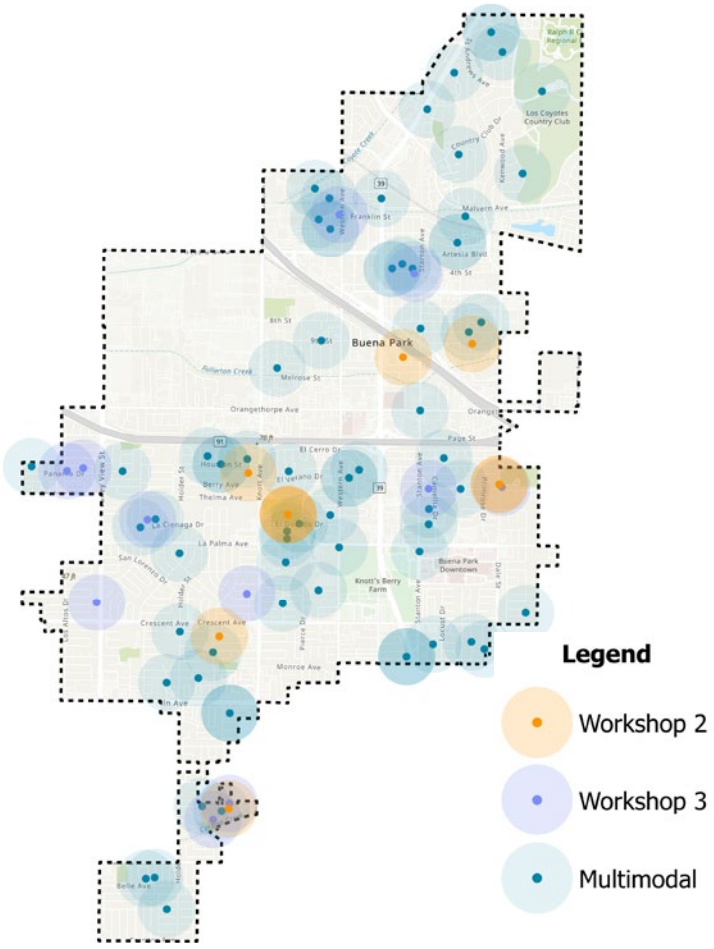
- **Continue the development of the Buena Park Active Transportation plan. Emphasis should be placed on developing connections between parks, schools, and neighborhoods.**
- **Land is limited to develop off-street bike trails. Adding a pump track to a city park would provide an innovative park amenity to satisfy the desire for bike trails. A pump track is a track for wheeled sports equipment that, when ridden properly, does not require pedaling or pushing, but a "pumping" action to maintain momentum.**



Existing Bike Trails Map from section 3, page 38.

Key Strategy #7: Offer Continued Support For Aquatic Facility and Programming

Aquatic programming:
Aquatics facilities in cities provide opportunities for physical fitness, recreation, and community bonding. They offer swimming, water sports, and fitness programs, promoting healthier lifestyles and social interactions. These facilities also host swimming lessons and safety programs, contribute to the local economy through tourism, and enhance overall quality of life, making them valuable assets to cities.



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Exhibit 4.1-23: Aquatics Survey Results

Existing Conditions:

- **The City of Buena Park has pools at Boisseranc Park and Peak Park, and has a wading pool at Carl Brenner Park. Programs are provided for little ones as young as 10 months and for ages up to adults. Examples of the programs and services provided include:**
- **Group, private swim lessons**
- **Pool Rentals**
- **Recreation Swimming**
- **Saturday Theme Days**

Community Voice:

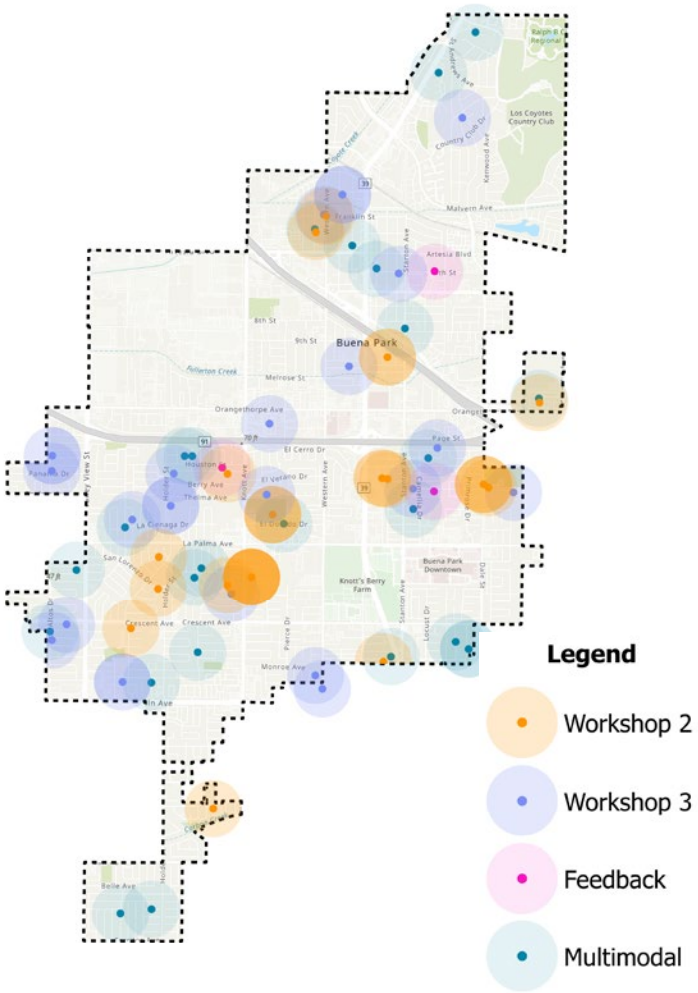
- **Community desires for aquatic programming elements were recorded in Stakeholder Interviews, Workshop 2, Workshop 3, and in the Multimodal Survey. Specific mentions include "Aquatic programs, swim classes, aqua fitness classes)".**
- **Exhibit 4.1-23 illustrates the location of survey respondents that indicated aquatics is a need in the city.**

Recommendations:

The City of Buena Park has a comprehensive aquatics program for its community, but may want to consider the following:

- **Junior Lifeguards**
- **Synchronized Swimming**
- **Summer Splash Camps**
- **Dive-in Movies**
- **Teen Pool Parties**
- **Birthday Party Packages**

Swimming pool / splash pad improvements: Enhancing aquatic facilities, like splash pads in city parks, offers a safe and enjoyable way for children to cool off, promotes physical activity, and drives foot traffic to local parks, benefiting businesses and tourism. Additionally, upgrading swimming pool facilities with improvements in infrastructure, water quality, and energy efficiency enhances the overall swimming experience, extending the swimming season and accommodating diverse programs and events, ultimately contributing to a vibrant city environment.



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Exhibit 4.1-24: Swimming Pool / Splash Pad Improvements Survey Results

Existing Conditions:

- **The city currently has pools located at Boisseranc Park, William Peak Park, and one wading pool at Carl Brenner Park.**

Community Voice:

- **Community desires for a swimming pool and splash pad improvement elements were recorded in Stakeholder Interviews, Workshop 2, Workshop 3, Feedback Surveys, and in the Multimodal Survey shown in exhibit 4.1-24. Specific mentions include "Repair Brenner Park Pool, swimming pool open year-round and heated, updated pool equipment rooms at peak pool, wading pool, splash pad, and special events".**

Recommendations:

- **The city has a community demand of 1.7 pool facilities. With 2 pools, the city is meeting the quantity of community demanded facilities yet there is a desire for additional programming at these facilities.**
- **The city should consider expansion of the pool facilities at Boisseranc Park and William Peak Park to expand the community desired programming.**
- **The wading pool at Carl Brenner Park is not operational and needs major repairs. Convert wading pool to a splash pad to increase aquatic amentiies in the city.**
- **Upgrade and renovate the pool building at Peak Park pool.**

4.2 Park and Recreation Facility Funding Recommendations

The City's Capital Improvement Program (CIP) for Leisure Services Fiscal Year 2023/24 totals $3,040,000 to fund projects for various ADA Compliance, Peak Park, and Boisseranc Park Pool Improvements.

The City's Capital Improvement Program (CIP) for Leisure Services Fiscal Year 2024/25 totals $5.4 million to fund projects for the Silverado Trail Improvements and the new Whitaker School Park.

There is approximately $26,641,000 in park and facility projects in various stages design, planning and implementation including master plan recommendations (Exhibit 4.2-1).

PARK/FACILITY IMPROVEMENT PROJECT	FUNDING SOURCE	ESTIMATED COSTS
Various Park Projects for ADA Compliance	General Fund, CDBG	$820,000
Peak Park and Boisseranc Park Pool Improvements	General Fund, ARPA	$2,220,000
Silverado Trail Improvement (SCE Trail Phase III - Design)	General Fund	$200,000
Whitaker School Park (new park)	Prop. 68 Grant & General Fund	$5,200,000
Park improvements identified in table 4.2-2	Unfunded	$18,201,000
TOTAL		**$26,641,000**

Exhibit 4.2-1: Funded and Unfunded Planned Parks & Recreation Projects

Additional information on possible funding sources are available online and provided in the Appendix: Financial Review and Recommendations. The City should review and evaluate all available grant opportunities for each of the new projects considered. Some possible funding sources include:

- Community Development Block Grants (CDBG)
- California HCD's Housing-Related Parks Program
- Office of Grants and Local Services (OGALS)
  - California Land Water and Conservation Fund (LWCF)
  - Per Capita Grants
  - Recreation Trails Program
  - Outdoor Equity Grants
- MLB-MLBPA Baseball Tomorrow Fund
- United States Tennis Association (USTA) Facility Services Program

The specific funding source for projects will depend on the timing of the new development, the funding sources available at that time, and/or those which may be more easily pursued when the project is anticipated to move forward. For major improvements, which include such facilities as community centers, sports complexes, gymnasiums, etc., the use of a capital project fund-raising effort may be needed.

Sponsorships and/or naming rights for major corporate or other private donors may also be a consideration. In some cases, the use of a professional fund-raising firm should be considered once a facility or project is identified. Other sources of funding may include development agreements, public/private partnerships, and/or grant opportunities.


Photo by the City of Buena Park

Larwin Park

Use of bonds, an increase in taxes, or special assessment districts requires voter-approval. Despite the dislike for taxes, voters in many communities have been willing to accept an increase when revenues are specifically earmarked for improvements or enhancements to public parks and amenities.

Exhibit 4.2-2, on the following pages, identifies several recommended projects by park site and recreation facility for the City of Buena Park based on the community outreach and professional site analysis during the Master Plan process. Project cost estimates are general in nature and developed to represent a master plan level cost for future budgeting. Costs should be considered as approximations of the proposed project. Actual costs will depend on design, size of facility, additional support facilities, utilities, infrastructure, environmental conditions, as well as site specific conditions which require additional study and have not been evaluated in the Master Plan. Based on these general project estimates and with all projects considered, the City of Buena Park has a projection of $18,201,000 in park and facility specific renovations as is shown in Exhibit 4.2-2.

The City should consider grouping like projects together with in grant applications. Examples are shown below:

- Fitness Stations — CDC Prevention and Public Health Grant
- Playground Resurfacing — California Statewide Park Program (SPP) Grant

Existing park improvements can be combined by type and bid to specialty contractors for potentially more competitive pricing. The following categories represent specific improvements that are identified in several park or recreation facility locations:

- Replace Rubberized Play Surface and Playground Structures
- Replace gazebo / shade structure

Park and Facility Funding Recommendations

PARK / FACILITY AND RECOMMENDATIONS	POSSIBLE FUNDING SOURCES	ESTIMATED COSTS
CITY PARKS		
Boisseranc Park – 20.00 Acres • Restroom renovations • Replace gazebo / shade structure • Turf renovations • Basketball court resurfacing • Playground resurfacing • Add shade structure over playground • Add fitness station/exercise equipment • Consider replacing handball courts to develop four pickleball courts	Land and Water Conservation Fund (LWCF) and OGALS: Per Capita Program	$200,000 $50,000 $65,000 $75,000 $28,000 $100,000 $25,000 $1,200,000
Carl Brenner Park – 4.50 Acres • Restroom renovations • New basketball court backboards • Basketball court resurfacing • Lighting repairs • New splash pad / wading pool • Gazebo refurbishment • Turf renovations	Land and Water Conservation Fund (LWCF) and Life Floor Make a Splash! Grant Contest	$200,000 $1,500 $65,000 $5,000 $3,000,000 $5,000 $10,000
George Bellis Park – 25.50 Acres • Turf renovations • Picnic table replacement • Gazebo refurbishment • Dog park turf renovations • Landscape infill • Convert one tennis court to four pickleball courts • Add community garden	Land and Water Conservation Fund (LWCF)	$75,000 $1,500 $5,000 $15,000 $25,000 $20,000 $170,000
Images Park – 0.50 Acres (no improvements recommended)		-
John Beat Park – 2.00 Acres • Replace gazebo / shade structure • Basketball court resurfacing • Restroom renovations • Turf renovations	Land and Water Conservation Fund (LWCF) and Clean California Local Grant Program	$50,000 $30,000 $200,000 $10,000
Larwin Park – 5.90 Acres • Landscape material infill • BBQ renovations	Land and Water Conservation Fund (LWCF)	$15,000 $5,000
Lindbergh Mini Park- 1.00 Acres • New park signage (1) for new name "Bessie Coleman Park"		$20,000
Rick Gomez Park - 0.46 Acres • New palm tree • Picnic bench replacement	OGALS: Per Capita Program	$1,000 $1,500
San Antonio Park – 4.50 Acres • Landscape material infill • Turf renovations • Restroom renovations • Security & pedestrian lighting at playground/ parking lot	Land and Water Conservation Fund (LWCF)	$15,000 $10,000 $200,000 $25,000

Exhibit 4.2-2: New/Unplanned Parks and Recreation Facility Projects

PARK / FACILITY AND RECOMMENDATIONS	POSSIBLE FUNDING SOURCES	ESTIMATED COSTS
CITY PARKS (continued)		
San Marino Park – 6.00 Acres • Turf renovations • Concrete repair / water pooling • Picnic table replacement • Court resurfacing / drainage improvements • Replace gazebo / shade structure • Develop four pickleball courts on existing concrete pad • Relocate exercise equipment/fitness station • New park signage (2) for new name "Heroes Park"	Land and Water Conservation Fund (LWCF) and OGALS: Per Capita Program	 $20,000 $30,000 $1,500 $105,000 $50,000 $100,000 $50,000 $40,000
Silverado Trail – 22.60 Acres • (planned/funded expansion of trail)		
Smith-Murphy Park – 6.90 Acres • Turf renovations • Playground surfacing • Playground repairs • Concrete walkway repairs • Add fitness station/exercise equipment • New park signage (2) for new name "Friendship Park"	Land and Water Conservation Fund (LWCF)	 $130,000 $5,500 $2,500 $8,000 $25,000 $40,000
Whitaker School Park - 3.2 Acres • (planned/funded development of new park)		
William Peak Park – 15.80 Acres • Restroom renovations • Turf renovations • Walkway renovations • Playground resurfacing • Add shade structure over playground • Remove field 3 and develop pump track • Renovate/Upgrade pool building	California HCD's Housing-Related Parks Program and OGALS: Per Capita Program	 $200,000 $250,000 $10,000 $10,000 $100,000 $750,000 $10,000,000
CITY FACILITIES		
Buena Park Community Center Mid Term (3-5 Years) • Replace ceiling tiles & investigate source of leakage and damage to repair • Explore solutions to reduce sound transmission when folding wall is closed in the community room	California HCD's Housing-Related Parks Program	$60,000
Community Gymnasium (at school) Mid Term (3-5 Years) • Refinish gymnasium floors • Repair broken bleacher seats • Replace mirrors in restrooms	California HCD's Housing-Related Parks Program	$200,000
Ehlers Event Center / Senior Center • Add community garden	Land and Water Conservation Fund (LWCF)	$90,000
TOTAL AMOUNT		**$18,201,000**

Exhibit 4.2-2: New/Unplanned Parks and Recreation Facility Projects (Cont.)

4.3 CIP

Exhibit 4.3-1 illustrates the short-term (FY 2023-2028) unfunded park and facility recommendations developed from this Parks and Recreation Master Plan for the next five (5) years.

PARK / FACILITY AND RECOMMENDATIONS	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Boisseranc Park - 20.00 Acres	-	$343,000	-	$1,400,000	-
Carl Brenner Park - 4.50 Acres	-	$286,500	$3,000,000	-	-
George Bellis Park - 25.50 Acres	-	$311,500	-	-	-
Images Park - 0.50 Acres	-	-	-	-	-
John Beat Park - 2.00 Acres	-	$290,000	-	-	-
Larwin Park - 5.90 Acres	-	$20,000	-	-	-
Lindbergh Mini Park - 1.00 Acres	-	$20,000	-	-	-
Rick Gomez Park - 0.46 Acres	-	$2,500	-	-	-
San Antonio Park - 4.50 Acres	-	$50,000	$200,000	-	-
San Marino Park - 6.00 Acres	-	-	$396,500	-	-
Silverado Trail - 22.60 Miles	$200,000	-	-	-	-
Smith-Murphy Park - 6.90 Acres	-	$41,000	$130,000	$40,000	-
Whitaker School Park - 3.2 Acres	$5,200,000	-	-	-	-
William Peak Park - 15.80 Acres	-	-	$1,120,000	$200,000	$10,000,000
Buena Park Community Center	-	$60,000	-	-	-
Community Gym (at school)	-	$200,000	-	-	-
Senior Center at Ehlers Event Center	-	$90,000	-	-	-
Various Park Projects for ADA Compliance	$820,000	-	-	-	-
Peak Park and Boisseranc Park Pool Improvements	$2,220,000	-	-	-	-
Total Costs	**$8,440,000**	**$1,714,500**	**$4,846,500**	**$1,640,000**	**$10,000,000**

NOTE: There are no recommended improvements for Images Park.

Exhibit 4.3-1: Five Year CIP

The City will need to develop new revenue sources beyond those currently in use and/or increase funding levels for park maintenance and capital expenditures. Proposals for future park operations must include adequate funding at a level necessary to sustain quality and safety in the City's parks, and cost-effective maintenance practices as described in the Operations and Maintenance Management Plan provided in the Appendix document.



Larwin Park

Photo by RJM Design Group

4.4 Maintenance Recommendations

The City of Buena Park places a strong emphasis on delivering top-notch customer service, aligning with its mission statement dedicated to providing superior and responsive services that enhance the community's quality of life. This commitment extends to the operation and maintenance of the city's park system, which involves the close coordination of the Public Works and Community Services Department.

Park maintenance is managed by a combination of contract professionals and an in-house team within the Public Works Department. The consultant team's assessment identified both well-maintained park areas and others requiring immediate attention. Effective collaboration between the Community Services Department and the maintenance team is crucial, as it's vital for program and permit teams to work together with maintenance to ensure the overall success of the parks. Deficiencies in turf maintenance, sports court surfaces, and fencing were observed, with staff expressing a need for additional personnel to meet the demand. To address these challenges, it is recommended to explore opportunities to work more efficiently, potentially by outsourcing routine tasks to contractors, allowing existing city personnel to focus on more complex projects.

The City is in the process of implementing a Computerized Maintenance Management System (CMMS) to enhance maintenance efficiency. However, there is room for improvement in implementing a lifecycle management program to maintain park assets effectively, with scheduled and programmed maintenance tasks and contractor oversight, ensuring that work aligns with the city's standards and expectations.

In efforts to maintain and preserve the city's parks regular maintenance recommendations and performance standards have been developed. Specific maintenance recommendations have been developed for the following (complete details are available in the appendix).

- Trees/Turf/Shrubs/Groundcover maintenance
- Rodent/pest control
- Picnic shelters, gazebos and reservation spaces maintenance
- Irrigation system maintenance
- Playgrounds, sports courts, splash pads, and other park amenities
- Sports field/court light maintenance
- Community centers/buildings/concession stands

In addition to the maintenance recommendations an annual work plan was developed to identify daily, bi-weekly, monthly, semi-annual, and annual tasks to ensure a high-quality community parks system.

4.5 Staffing Recommendations

The review of Buena Park's Community Services Department and park maintenance team suggests the city may benefit from adding more personnel. While the budgeted personnel initially seem comparable to benchmarked cities, they fall short when compared to cities of similar size in the NRPA 2022 Agency Performance Review. Buena Park has 60.23 full-time equivalents (FTEs), whereas the median for cities of similar size is 64.1 FTEs, and the upper quartile exceeds 117 FTEs. The personnel needs may include a Manager, Assistant or Deputy Director, and an Analyst to support the department's operation and financial management. Additionally, it's recommended to review park maintenance and expand in-house personnel to manage routine functions and ensure contract maintenance meets established standards.



Rick Gomez Park



Photo by City of Buena Park Facebook

City of Buena Park

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION FOR REMOVING DISCRETIONARY APPROVAL PROCESSES TO TRANSITION TO BY-RIGHT APPROVALS FOR HOUSING DEVELOPMENT

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	STUDY SESSION Item: B

Presented By	Prepared By
Swati Meshram, Planning Manager	Matt Foulkes, Director of Community and Economic Development

Approved By
Aaron France, City Manager

DISCUSSION

Council Member Castañeda calendared a Study Session item on December 13, 2022, to discuss removing discretionary approval processes to transition to by-right approvals for housing development. In a separate action, Council Member Castañeda calendared a Study Session item on April 23, 2023, to discuss housing production. This report will cover both topics by providing:

- The difference between a discretionary versus ministerial approval;
- Current Buena Park Zoning Code requirements for housing development;
- Summary of recent state legislation regarding housing development;
- Programs in the 2021-2029 Housing Element;
- Implementation of the Housing Element programs (Housing Incentive Overlay);
- Housing Element Annual Report and Summary of active housing development projects.

Discretionary Approval versus Ministerial Approval

Construction or development projects vary in size, scope, and complexity. Title 19 (Zoning) of the Buena Park Municipal Code, along with the California Building Code, specifies the procedural process for all types of development to occur. These procedures are divided into two categories, ministerial or by-right and discretionary. Ministerial development are projects that do not require any judgement or deliberation by an elected or appointed official in order to approve or deny. Common examples of ministerial projects include small additions or alterations to residential properties and interior tenant improvements to commercial or industrial properties. For these projects, provided the construction plans comply with the Building Code and Zoning Code, the City is required to issue a permit without discretion or a public hearing.

In contrast, discretionary approval requires an appointed or elected body to deliberate and make a judgement, based on specific criteria or findings, whether or not to approve a development project. Examples of discretionary approvals include Variances, Conditional Use Permits, Site Plans, Zone Changes, or General Plan Land Use Changes. Discretionary approvals require public hearings and notification and the determination by the appointed or elected body is documented through a resolution or ordinance. Additionally, discretionary approvals are subject to additional environmental analysis pursuant to the California Environmental Quality Act (CEQA) while ministerial approvals are exempt from this additional analysis.

Current Buena Park Municipal Code Requirements for Housing Development

The Zoning Code establishes the list of permitted uses within the various zones, development standards within those zones, and other development thresholds that trigger additional levels of review by the City. With respect to uses, each zoning classification is generally

divided into four categories, permitted by-right, conditionally permitted, permitted or conditionally permitted as an incidental use, or not permitted. Residential development in some form is a permitted or conditionally permitted use within the following zones:

- Single-Family Residential (RS-6, RS-8, RS-10, RS-16)
- Planned Development (PD)
- Multi-Family Residential (RM-10, RM-20)
- Residential Mobile Home (RMH)
- General Mixed-Use (GMU)
- Beach Orangethorpe Specific Plan (BOSP)
- Auto Center Specific Plan (ACSP)

Although a 'use' may be permitted by-right, some types of development projects require additional review. For example, any development that proposes construction of a new building; significant exterior alterations; expansion of a single-family home when the existing home is less than 1,100 square feet, or expansion of a home that is more than 150% of the existing square footage. In these instances, a Site Plan Review approval by the Zoning Administrator is required before a project is issued building permits. There are some exceptions to this additional review requirement for some types of residential development, most notably for Accessory Dwelling Units, which is more fully described below.

State Legislation Regarding Housing Development

Housing production has been a key legislative issue at the State-level dating back to the Affordable Housing Bill Package in 2017. Since then, there have been many pieces of legislation adopted that were intended to increase housing production by reducing real or perceived barriers at the local level. A summary of the various pieces of legislation aimed at housing production is provided as Attachment 1, but a few of the more impactful include:

Accessory Dwelling Unit (ADU) Legislation (SB-13, AB-68, AB-881, AB-670, AB-671, AB-587, SB-229, AB-494) – These bills completely overhauled how cities regulate ADUs in nearly every aspect. The result of these changes has been a substantial increase in the number of ADU projects received in the City from only a couple in 2017, to more than 75 applications in 2022.

Housing Element Laws (AB-686, AB-1397, AB-1486, AB-686, SB-6, AB-678, AB-1515, AB-3194, SB-330) – These bills and others have dramatically increased the scope, authority, analysis, and enforcement mechanisms at the State Department of Housing and Community Development (HCD). Along with a substantial increase in cities Regional Housing Needs Assessment (RHNA) allocation, the legislation resulted in cities having to identify a much larger number of the sites where housing may occur. In Buena Park, the City received a RHNA allocation 8,919 units.

Urban Lot Split (SB-9) – This bill allows single-family residential properties to subdivide a single parcel into two separate parcels and up to two primary units to be constructed on each parcel. This process must be allowed ministerially and subject only to adopted objective development standards.

Density Bonus Laws (California Government Code Sections 65915 – 65918) – Density Bonus provides developers with powerful tools for the development of affordable and senior housing, including up to a 50% increase in project densities for most projects, depending on the amount of affordable housing provided, and an 80% increase in density for projects which are completely affordable. The Density Bonus Law is about more than the density bonus itself, however. It is actually a larger package of incentives intended to help make the development of affordable and senior housing economically feasible. These additional components include reduced parking requirements, and incentives and concessions such as reduced setback and minimum square footage requirements. Often these other tools are even more helpful to project economics than the density bonus itself, particularly the special parking benefits.

Constraints to Housing Production

The 2021-2029 Housing Element identified the following constraints to the development of affordable housing in Buena Park:

- Market Constraints (construction and labor costs, land costs, interest rates, financing)

- Governmental Constraints (permitted land uses, development standards, parking standards, fees)
- Infrastructure Constraints (off-site improvements, availability and suitability of water, sewer, public safety infrastructure)
- Environmental Constraints (Seismic hazards, flooding, severe storms, drought, fires)

The Housing Element acknowledges that while all of the above-referenced elements have the effect of constraining housing development, many of these factors are outside of the control of the City. Market and Environmental Constraints, for example, influence housing production but are not factors that the City can exert any meaningful amount of control. By contrast, Governmental Constraints, and to a lesser extent, Infrastructure Constraints are areas where the City has the ability to reduce or remove barriers to housing development.

The Housing Element adopted several Programs to reduce or eliminate governmental constraints by amending the discretionary approval process for development of affordable housing. Specific programs and objectives are:

Housing Element Program 11: Adequate Sites to Accommodate the RHNA and Monitoring of No Net Loss

- Review and revise the Zoning Ordinance and General Plan to establish a Religious Congregational and Fraternal Sites overlay to allow by-right development of affordable housing on existing religious and fraternal organizational sites.
- Review and revise the Zoning Ordinance to establish/adopt objective development standards for multi-family and mixed-use residential projects in an effort to increase housing supply, and encouraging development of affordable housing on underutilized sites.

Housing Element Program 12: Provision of Adequate Sites By-Right Approval for Projects with 20% Affordable Units

Review and revise the Zoning Ordinance to address the by-right approval for projects with 20% affordable unit requirement.

Housing Element Program 14: Special Needs Housing

Identify zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit in the ML and MH zones. Review and revise the Zoning Ordinance to update development standards (including, but not limited to, capacity, transit stop proximity, staffing, and vehicle and bicycle parking) for Emergency Shelters in compliance with state law.

Review and revise the Zoning Ordinance to consider transitional and supportive housing as a residential use of property and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone, as well as allow supportive housing as a use by right in all zones where multi-family and mixed uses are permitted (in compliance with AB 2162). Additionally, remove minimum parking requirements for units occupied by supportive housing residents if the development is located within one-half mile of a public transit stop, in accordance with state law.

Review and revise the Zoning Ordinance to address changes to state law related to Assembly Bill 101 (Low Barrier Navigation Center).

Review and revise the Zoning Ordinance for compliance with the Employee Housing Act (California Health and Safety Code §17021.5 and §17021.6).

Housing Element Program 15: Zoning Ordinance Updates

Review and revise the Zoning Ordinance to allow single-family residential room additions that exceed 150% of the primary structure to be a ministerial review and approval process. This will be facilitated by the development of objective design standards.

Housing Element Program 16: Streamline Entitlement and Permit Processing

Develop objective design standards for multi-family and mixed-use residential developments in compliance with state law (SB-35 and SB-330).

Review and revise entitlement review procedures (including, but not limited to, Site Plan Review and Conditional Use Permit) to provide guidance, clarity and objectivity to meet approval findings.

Develop an administrative procedure for request to modify design and development standards as necessary to ensure feasibility of densities identified in the sites inventory.

Prioritize affordable and special needs housing for processing, including housing for seniors and the disabled (including persons with developmental disabilities).

Implementation of the Housing Element Programs

City staff have been working with a consultant (CASC Engineering) to implement the above-mentioned programs and objectives. Among various deliverables, this project will create:

- General Plan Land Use Element update to create a Housing Incentive Overlay Zone
- Revisions to the Single-Family Residential development standards (Division 3 of the Zoning Code)
- Revisions to the Multi-Family Residential development standards (Division 4) of the Zoning Code
- New development standards for the General Mixed-Use (GMU) zoning classification
- New development standards for the Housing Incentive Overlay classification that includes residential densities of 45-, 60- and 100-dwelling units per acre
- New development standards for the City's hotel/motel conversion to Permanent Supportive Housing
- CEQA analysis via a focused EIR that includes a Statement of Overriding Considerations

The Housing Incentive Overlay Zone (HIOZ) will be applied to 341 parcels around the City that were identified through the Housing Element update process at densities of 45-, 60- or 100-dwelling units per acre depending on their location. It is important to note that the overlay zone will be applied 'on top' of the properties existing underlying zoning classification. This will allow a property owner to continue to operate their non-residential use, but should they wish to take advantage of the newly applied overlay zone, they would be able to redevelop their property with residential and/or mixed-use development. In exchange for the increased value of the property because of the overlay zone, the property owner will need to provide twenty percent of the new residential units created as affordable housing at specified income levels.

An essential element of the of HIOZ will be that property owners wishing to redevelop their property with residential or mixed-use development pursuant to the overlay zone will have their projects reviewed ministerially, whereas previously this type of development would be discretionary. To ensure that the new development is designed in a way that is consistent with the City's goals regarding height, setbacks, landscaping, public and private open space, infrastructure capacity, environmental sustainability, and use of quality materials, the HIOZ will have objective design/development standards for each density level. The term "Objective Design/Development Standards" is defined by State law as standards that "involves no personal or subjective judgement by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal". The Objective Design Criteria that is being drafted will consist of development standards that are measurable, verifiable, and quantifiable. They provide a predictable and equitable path to development approvals to expedite and support consistent design in the community. Additionally, they will provide policies for promoting lot consolidation, as well as incentives for housing production for households within very low and extremely low-income categories.

Housing Element Annual Report and Summary of Active Housing Development Projects

Each year the City is required to prepare an annual report documenting the amount of housing produced in the previous 12-months, along with the affordability status for each unit. A summary of the most recent Housing Element Annual Report is attached for reference. Over the past two years, the City has permitted or finaled 247 housing units.

Summary

The City had adopted ordinances (which may be updated from time to time) requiring ministerial reviews of ADUs and lot splits/ two unit developments as required by state law. The City is currently not subject to SB 35 ministerial review of projects, however, is in the process of creating Objective Design Standards for all the Housing Element sites, as well as updating the Zoning Code to streamline other review. A public review draft is anticipated by January 2024.

Attachments

ATTACHMENT 1.pdf

2022 APR.pdf

ATTACHMENT 1

Accessory Dwelling Unit – The City has adopted an ordinance establishing regulations regarding new housing unit developments within lots zoned for single family, multi family, or mixed use zone within the City in compliance with California Government Code Sections 65852.2 and 65852.22. these regulations allow for development of new unit only subject to ministerial review.

Urban Lot Splits and two-unit developments – The City has adopted an urgency ordinance establishing regulations regarding sub division of land and development of two unit on lots zoned for single family development in compliance with California Government Code section 66411.7.

SB-35, SB 423 and AB 2668 – SB 35 requires local entities to streamline the approval by providing a ministerial process through which a project is only reviewed against objective standards, provided that certain eligibility criteria are met. Since Buena Park is one of the 38 cities and counties statewide, that have met their prorated Lower (Very-Low and Low) and Above-Moderate Income Regional Housing Needs Assessment (RHNA) for the Reporting Period that ended in 2021, it is not subject to streamlined ministerial process prescribed under SB-35.

SB 330 - shortens the timeframes for housing development approval under the Permit Streamlining Act. Local agencies now have 90 days, instead of 120 days, following certification of the environmental impact report, to approve the project. For low-income projects seeking tax credits or other public funding, that time frame is 60 days. Added the Housing Crisis Act of 2019 to the Planning and Zoning Laws (Gov't Code §66300). Amended the Housing Accountability Act – NIMBY Law (Gov't Code §65589.5) and Permit Streamlining Act (Gov't Code §65920 et seq.). Purpose is to provide more housing and reduce the time in processing housing applications. (SB 8 extends provisions of SB 330 until 2030.)

AB 101 requires low-barrier navigation centers to be a use by right in areas zoned for mixed uses and non-residential zones permitting multifamily uses if the development meets certain requirements.

AB 139 Requires cities to identify zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. The identified zone or zones shall include sufficient capacity necessary to accommodate the most recent homeless point-in-time count conducted before the start of the planning period, the need for emergency shelter based on number of beds available on a year-round and seasonal basis, the number of shelter beds that go unused on an average monthly basis within a one-year period, and the percentage of those in emergency shelters that move to permanent housing solutions.

AB 2162 Requires that transitional housing and supportive housing be considered a residential use of property and be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone. Assembly Bill 2162 further requires supportive housing projects of 50 units or fewer be allowed by right in zones where multi-family and mixed uses are permitted.

AB 916 prevents local agencies from requiring a public hearing as a condition for proposals to reconfigure existing space within a dwelling unit to increase bedroom count. AB 916 applies to

applications that seek to add no more than two additional bedrooms in an existing dwelling in a residential zone.

SB 478 allows construction of small multifamily projects (3-10 units) in areas already zoned for multifamily housing, by ensuring that artificially low floor-area ratio regulation do not stop otherwise allowable projects.

Projects with 3-7 units, shall have a FAR of 1.0 or more.

Projects with 8-10 units, shall have a FAR of 1.25 or more.

Lot coverage requirement doesn't apply for projects that meet the requirements in Gov. Code Section 65913.11 (b).

AB- 2011 which provides a ministerial, California Environmental Quality Act (CEQA)-exempt approval pathway for qualifying multifamily projects on commercial zoned land that pay prevailing wages and meet specified affordable housing targets.

AB 2234 Local agencies must respond within 15 business days after an agency receives an application by identifying any specific information from the published checklist that was missing from the application, or else the application becomes "deemed complete." Local agencies must complete their review of any complete application within 30 business days (for developments with 25 homes or fewer) or 60 days (for developments with more than 25 homes).

SB 886 streamlines and accelerates student and faculty housing production across the state and increases the supply of housing so more students and faculty can live on campus.

AB 68 seeks to address California's climate and ongoing housing crises by making it easier to build multifamily housing in key locations, while preserving environmentally sensitive areas that are crucial to fighting climate change. Specifically, AB 68 would:

- Require ministerial approval of infill multifamily units in walkable, transit accessible, and low- vehicle miles traveled (VMT) neighborhoods that are close to services and under specified conditions.

Preserve natural and working landscapes outside of existing communities that are critical for climate resilience, storing carbon, and keeping people out of harm's way.

Jurisdiction	Buena Park	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1		2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2021- 10/14/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	2,119	-	-	58	-	-	-	-	-	-	-	63	2,056
	Non-Deed Restricted		-	-	5	-	-	-	-	-	-	-		
Low	Deed Restricted	1,343	-	-	-	-	-	-	-	-	-	-	17	1,326
	Non-Deed Restricted		7	2	8	-	-	-	-	-	-	-		
Moderate	Deed Restricted	1,573	-	-	-	-	-	-	-	-	-	-	5	1,568
	Non-Deed Restricted		-	-	5	-	-	-	-	-	-	-		
Above Moderate		3,884	25	17	120	-	-	-	-	-	-	-	162	3,722
Total RHNA		**8,919**												
Total Units			**32**	**19**	**196**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**247**	**8,672**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5		2021	2022	2023	2024	2025	2026	2027	2028	2029	6	7
	Extremely low-Income Need											**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	1,060		-	1	-	-	-	-	-	-	-	**1**	**1,059**

*Extremely low-income houisng need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

City of Buena Park

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING JUNETEENTH CITYWIDE SPECIAL EVENT

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	STUDY SESSION Item: C

Presented By	Prepared By
Dale Kurata, Community Services Supervisor and Mark Sauceda, Community Services Supervisor	Jim Box, Director of Community Services

Approved By
Aaron France, City Manager

DISCUSSION

At a previous City Council Meeting, Council Member Castañeda calendared an item for discussion regarding the City hosting a citywide special event in June 2024, in recognition of Juneteenth. Juneteenth is a holiday commemorating the end of slavery in the United States. It is also called Emancipation Day or Juneteenth Independence Day. The name "Juneteenth" references the date of the holiday, combining the words "June" and "nineteenth" as it is observed annually on June 19.

Juneteenth commemorates when the last enslaved African Americans were freed on June 19, 1865, in Galveston, Texas, more than two years after the Emancipation Proclamation. Juneteenth marks this milestone in American history and its celebration has spread beyond its origin in Texas, hence becoming a federal holiday in 2021.

Locally in Orange County, several cities celebrate Juneteenth on or around June 19 including:

- Juneteenth Festival at Centennial Park in Santa Ana
- Juneteenth Freedom Celebration at the Great Park in Irvine
- Juneteenth Celebration at Pretend City Children's Museum in Irvine
- Juneteenth Celebration at the Segerstrom Center for the Arts in Costa Mesa
- Gospel Voices of OC at Chapman University in Orange
- Juneteenth Freedom Day at the Laguna Beach Cultural Arts Center

Council Member Castañeda's proposal is to add an additional concert at Boisseranc Park on Wednesday, June 19, 2024. This event would be separate from the Summer Concert Series. Festivities at the concert would celebrate the African American community and would include live music, food trucks, informational booths (health care, employment opportunities, educational opportunities, etc.), twilight swimming, bounce house, children's games, and a train ride. It is proposed that this event would be assigned to the Cultural Engagement Commission to develop and implement along with the Community Services Department.

The proposed event is estimated to cost $13,200. The cost breakdown is as follows: $3,000 for a band, $2,000 for a sound operator and equipment, $900 for a train, $300 for a bounce house, $2,000 for Community Services part-time staffing, and $5,000 for Public Works overtime and part-time staffing. Donations may be sought to offset some event costs. The Community Services Department would absorb all other costs associated with this proposal.

City of Buena Park

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION ON EFFORTS TO REVITALIZE THE NORTH SIDE OF AUTO CENTER DRIVE BETWEEN STANTON AVENUE AND BEACH BOULEVARD

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	STUDY SESSION Item: D

Presented By	Prepared By
Matt Foulkes, Director of Community and Economic Development	Matt Foulkes, Director of Community and Economic Development

Approved By
Aaron France, City Manager

DISCUSSION

During the City Council meeting on July 11, 2023, Mayor Art Brown calendared a study session item to discuss and provide direction on revitalizing properties on the north side of Auto Center Drive between Stanton Avenue and Beach Boulevard. The subject properties along this section of Auto Center Drive are within the Auto Center Specific Plan (ACSP) and have a General Plan land use designation of Commercial. The existing land uses consist of a restaurant, two motels, auto detailing, tire repair, smog check and a fueling station. There are several additional commercial properties along Whitaker Street, west of Stanton Avenue, that include collision repair and auto auction businesses. The ACSP was first adopted in 1997 to recognize and maintain the unique benefits and economic viability of the auto mall. The ACSP encourages appropriate uses and development standards aimed specifically at auto sales, auto leasing, and other automotive related uses. The ACSP is divided into six sub-districts with the majority of the properties situated along the north and south sides of Auto Center Drive between Beach Boulevard and Dale Street and the south side of Auto Center Drive between Beach Boulevard and Western Avenue. The boundaries of the ACSP also extend to the area between Artesia Boulevard and the Santa Ana (I-5) Freeway west of Western Avenue, as well as the northwest corner of Artesia Boulevard and Rostrata Avenue.

The area under consideration for this study session is located within Sub-District A-2. This sub-district also includes properties on the west side of Homewood Avenue and the east side of Beach Boulevard, south of 7th Street. Even at the 1997 adoption, the ACSP identified that these properties are very unlikely to be redeveloped due to parking and vehicular access challenges and would likely remain in their current conditions and uses until such time as the lots are consolidated by a private developer for a larger development which could include abandoning the segment of Whitaker Street west of Stanton Avenue. Additionally, all of the uses within the study area are listed as permitted uses in the A-2 Sub-District which further decreases the likelihood that properties would be consolidated or the uses will change over time.

There have been several discussions by the former Redevelopment Agency and the County over the last 20+ years to acquire properties along the north side of Auto Center Drive, specifically the Coral Motel and Travel Lodge (formerly the Copper Barrel Motel), for redevelopment. In 2021, the County evaluated acquisition of the Coral Motel and determined that the cost to renovate the rooms far exceeded the funding available through Project Home Key, and without substantial City investment, the location was not feasible for conversion to Permanent Supportive Housing (PSH) through this program. In addition, the Travel Lodge property was sold in 2021 and the new ownership has submitted plans and permits to renovate rooms and upgrade the exterior of the building which reduces its likelihood for redevelopment. As part of the 2012-2029 General Plan Housing Element, all of the properties within the study session boundaries were identified as Opportunity Sites for future redevelopment with mixed-use residential development at a density of up to 60 dwelling units per acre. Once

adopted, this Housing Incentive Overlay will provide development standards which will give the existing property owners greater flexibility to redevelop the site with residential uses, substantially increasing the value of the property.

Without allocating General Funds for private property revitalization efforts, the City's options to improve or revitalize this area are limited. There are two options available for the City Council to consider which could result in improvements to the study area over time.

Option 1: Initiate proactive Code Enforcement activity focusing on exterior violations including:
a. Property maintenance
b. Overgrown or dead landscaping
c. Illegal/unpermitted signage
d. Unpermitted outdoor storage of vehicles or materials

The outcome of this option would be a temporary improvement to the exteriors of the properties resulting from improved building and landscape maintenance and the removal of banners, A-frame signs and unpermitted vehicle storage. In order to sustain whatever improvements are achieved through this effort for the long-term, recurring proactive enforcement will likely be required.

Option 2: Amend the Auto Center Specific Plan to change the list of permitted uses within Sub-District A-2 to make the current uses, or a subset of uses, non-conforming.

The effect of this change would be that the uses that are removed from the list of permitted uses in this Sub-District would become non-conforming. Pursuant to Section 19.204.140 of the Buena Park Municipal Code, a non-conforming use would be required to discontinue within 10-years of the date of becoming non-conforming.

Based on the direction provided by the City Council, staff will take the necessary steps to either increase proactive code enforcement in this area or begin to process the required code amendments to change the list of permitted uses in the ACSP.

Attachments

Attachment 1 - Study Session Area.pdf

Attachment 1 – Study Session Aerial



Zoning

- Auto Center Specific Plan
- RS-6 – Single-Family Residential
- CG - General Commercial

Study Session Area

City of Buena Park

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING CITY SELECTION COMMITTEE APPOINTMENTS

Meeting	Agenda Group
Tuesday, October 24, 2023, 5:00 PM	STUDY SESSION Item: E

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 County of Orange will be holding its next City Selection Committee appointment meeting on Thursday, November 2, 2023. Buena Park votes for Supervisorial District 4 candidates for City Selection Committee purposes. The appointments being considered and voted on at the meeting include:

District 4-Related Voting:

- Orange County Transportation Authority (Supervisorial Districts 1, 2, 3, 4, and 5) - population-weighted vote
- San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) - majority of Cities that are members of the League of CA Cities
- Senior Citizens Advisory Council (Supervisorial Districts 1, 2, 3, 4, and 5) - majority of cities in District 4

Other District Voting:

- Airport Land Use Commission for Orange County (Mayor/Council Member of Costa Mesa, Irvine, Newport Beach, Santa Ana, and Tustin)
- City Engineers Flood Control Advisory Committee (City Engineer or Director of Public Works of 2nd Supervisorial District)
- Orange County Human Relations Commission (Supervisorial Districts 1, 3)
- Orange County Operational Area Executive Board City Manager Representative & Alternate (Joint appointment with Orange County City Managers Association)
- Orange County Waste Management Commission City Manager Representative - majority votes of City Selection Committee
- Orange Countywide Oversight Board of the Successor Agencies - majority of the City Selection Committee
- South Coast Air Quality Management District - majority of City Selection Committee AND majority of population of OC

The nomination period ended October 19th and as of the publication of this agenda report, County staffers have not shared the nominations. Staff is seeking City Council direction on confirmation of Mayor Brown as the voting delegate and selection of an alternative voting delegate, should Mayor Brown be unable to attend. Although specific candidates will not be known, the City Council may guide the Mayor on candidates they may be aware of, or allow Mayor Brown to vote as he sees fit.

Also, for City Council consideration, currently City Council does not have an official policy that formalizes the process of reviewing City Selection Committee candidates and providing direction to the voting delegate on behalf of the City. Staff is recommending the City Council consider whether or not it would be appropriate to formalize this practice in a policy.

Attachments

Candidate Statement -Application - Fill in Version.pdf

OCTA.pdf

San Gabriel & Lower LA Rivers & Mtns Conservancy.pdf

Senior Citizens Advisory Council.pdf

Airport Land Use - Airport Area Commissioner.pdf

City Engineers Flood Control Advisory Committee.pdf

OC Operational Area Exec Board.pdf

Orange County Human Relations Commission.pdf

Orange Countywide Oversight Board of the Successor Agencies.pdf

SCAQMD - OC Rep.pdf

Waste Management Commission.pdf

Orange County City Selection Committee
Candidate Statement Form

Name: _____

Specific Position Applying For: _____

District: _____

Home address: _____

_____

Mobile phone: _____ E-mail: _____

City: _____

Years as elected official: _____ Occupation: _____

Please list other positions held (both state and local service):

_____

_____

_____

_____

_____

Please use a separate sheet to answer the following questions.

1) What would you hope to accomplish in your term as a member of this committee?

2) The Opportunity Notice lists the Objective and/or Responsibilities of this position; what qualifications or skills do you bring to the position you are seeking appointment?

_____

Signature ***Date***

Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, CA 92701
(714) 834-2206 ** FAX (714) 834-4439

Robin Stieler
Clerk of the Board

City Selection Appointment
November 2023 Opportunity Notice:

Orange County Transportation Authority
Board of Directors

Positions:

- **(1) Mayor/Council Member** to serve as the **1st Supervisorial District Board Member** on the Orange County Transportation Authority's Board of Directors, to be appointed on a **one city/one vote** basis. The candidate must obtain votes comprising a majority of the cities within the First Supervisorial District. Those cities are Cypress, Fountain Valley, Garden Grove, Huntington Beach, La Palma, Los Alamitos, Seal Beach and Westminster. This appointment is for a two-year term that will begin January 1, 2024 and expire December 31, 2025. This seat is currently held by Steve Jones, Garden Grove City Council.

- **(1) Mayor/Council Member** to serve as the **2nd Supervisorial District Board Member** on the Orange County Transportation Authority's Board of Directors, to be appointed on a **population weighted vote** basis**.** To secure this seat, the candidate must obtain votes comprising a majority of the population weight from the cities within the Second Supervisorial District. Those cities are Orange, Santa Ana and Tustin. This appointment is for a two-year term that will begin January 1, 2024 and expire December 31, 2025. This seat is currently held by Jessie Lopez, Santa Ana City Council.

- **(1) Mayor/Council Member** to serve as the **3rd Supervisorial District Board Member** on the Orange County Transportation Authority's Board of Directors, to be appointed on a **one city/one vote** basis. The candidate must obtain votes comprising a majority of the cities within the Third Supervisorial District. Those cities are Irvine, Lake Forest, Mission Viejo, Rancho Santa Margarita, Villa Park and Yorba Linda. This appointment is for a two-year term that will begin January 1, 2024 and expire December 31, 2025. This seat is currently held by Gene Hernandez, Yorba Linda City Council.

- **(1) Mayor/Council Member** to serve as the **4th Supervisorial District Board Member** on the Orange County Transportation Authority's Board of Directors, to be appointed on a **population weighted vote** basis. To secure this seat, the candidate must obtain votes comprising a majority of the population weight from the cities within the Fourth Supervisorial District. Those cities are Anaheim, Brea, Buena Park, Fullerton, La Habra, Placentia and Stanton. This appointment is for a two-year term that will begin January 1, 2024 and expire December 31, 2025. This seat is currently held by Jose Diaz, Anaheim City Council.

- **(1) Mayor/Council Member** to serve as the **5th Supervisorial District Board Member** on the Orange County Transportation Authority's Board of Directors, to be appointed on a **population weighted vote** basis. To secure this seat, the candidate must obtain votes comprising a majority of the population weight from the cities within the Fifth Supervisorial District. Those cities are Aliso Viejo, Costa Mesa, Dana Point, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Newport Beach, San Clemente and San Juan Capistrano. This appointment is for a two-year term that will begin January 1, 2024 and expire December 31, 2025. This seat is currently held by Brian Goodell, Mission Viejo City Council.

Objective: To provide regional transportation planning and public transit in Orange County.

Membership: The Orange County Transportation Authority's Board of Directors consists of 18 members; 10 of these 18 members are appointed by the Orange County City Selection Committee. 5 of these members are from each of the 5 supervisorial districts and appointed on a population weighed vote. The other 5 members are also from each of the 5 supervisorial districts but are appointed on a One City/One vote basis.

Eligibility: Must be a Mayor or City Council Member within each specified County Supervisorial District.

Responsibilities: Coordination of the operation of the public multi-modal transportation services within the county, including provisions of transit services; approval of plans for public mass transit (bus and rail) systems; carrying out capital and service planning which is directed towards the development and approval of a short and long range transportation improvement program with an annual update element reflecting all transportation capital and service priorities. Administration of the County's voter approved half-cent sales tax for transportation to capital project delivery related to freeway improvements, local street and road improvements, rail and transit service that creates an integrated and balanced transportation system that supports the diverse travel needs and reflects the character of Orange County.

Term: These appointments are for a term of 2 years

Time Commitment: 10-12 hours per month

Meeting Time: Twice a month on alternate Mondays at 9:00 a.m.

Meeting Location: OCTA offices, 550 S. Main Street, Orange, CA 92863

Compensation: $100 per diem, with a maximum of $500 per month. Compensation includes mileage.

Application Procedure: Candidates who wish to be placed on the ballot must turn in a completed Candidate Statement form to the Orange County Clerk of the Board's office by **October 19, 2023.** Additional candidates nominated by the floor the day of the meeting will be treated as "write-in" candidates on the ballot.

Additionally, the candidate may wish to address a letter to the Mayor of each Orange County city within the supervisorial district announcing their candidacy and outlining their qualifications. The candidate's Mayor may wish to send an endorsement letter to other Orange County Mayors.

The City Selection Committee requests that a copy of any candidacy letter and the completed application be sent to:

Orange County Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, CA 92701
Phone: 714-834-2206
Fax: 714-834-4439
Email: Jamie.Ross@ocgov.com

Application Deadline: Thursday, October 19, 2023

Appointment will occur: Thursday, November 2, 2023 at 5:00 P.M.

City of Orange
Orange City Council Chamber
300 E. Chapman Avenue, Orange, CA 92866

Clerk of the Board of Supervisors
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Robin.Stieler@ocgov.com

Robin Stieler
Clerk of the Board

City Selection Appointment
November 2023 Opportunity Notice:

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC)

Positions:

- **(1) Mayor/Council Member** to serve as **Orange County's Representative** to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy. To be eligible for this seat, the mayor/council member must represent a city member of the Orange County Division of the League of California Cities (League) that borders the San Gabriel River or one of its tributaries; current division members in this area include Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Los Alamitos, Placentia, Seal Beach and Yorba Linda. To secure this seat, the candidate must obtain votes by the majority of the City Selection Committee cities that are members of the League. This is for a two-year term that begins January 1, 2024 and expires December 31, 2025. This seat is currently held by Fred Jung, Fullerton City Council.

Objective/Responsibilities: Establish policies and priorities for the conservancy regarding the San Gabriel and Lower Los Angeles Rivers and Mountains and their watersheds and conduct any necessary planning activities. Approve conservancy funded projects.

Time Commitment: 4 hours per month

Term Length: 2-year term

Meeting Time: The third Monday of January, March, May, June, July, September and November, 1:30 p.m.

Meeting Location: Various Locations/Zoom

Compensation: $75.00 per meeting

Application Procedure: Candidates who wish to be placed on the ballot must turn in a completed Candidate Statement form to the Orange County Clerk of the Board's office by **October 19, 2023.** Additional candidates may be nominated from the floor the day of the meeting and will be treated as "write-in" candidates on the ballot.

Additionally, any candidate may wish to address a letter to the Mayor of each Orange County city announcing their candidacy and outlining their qualifications. The candidate's Mayor may wish to send an endorsement letter to other Orange County Mayors.

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Clerk of the Board

City Selection Appointment
November 2023 Opportunity Notice

Senior Citizens Advisory Council

Position:

- **(1) Individual** to serve as **1st District Representative 2** on the Council. To secure this seat, the candidate must obtain five votes comprising a majority of the cities within the First supervisorial district. Those cities are Cypress, Fountain Valley, Garden Grove, Huntington Beach, La Palma, Los Alamitos, Seal Beach and Westminster. This appointment is for a two-year term that begins January 1, 2024 and expires December 31, 2025. This seat is currently held by Anne Hertz-Mallari, Cypress City Council.

- **(1) Individual** to serve as **2nd District Representative 2** on the Council. To secure this seat, the candidate must obtain two votes comprising a majority of the cities within the second supervisorial district. Those cities are Orange, Santa Ana and Tustin. This appointment is for a two-year term that begins January 1, 2024 and expires December 31, 2025. This seat is currently held by Barbara Sloate, Newport Beach.

- **(1) Individual** to serve as **3rd District Representative 2** on the Council. To secure this seat, the candidate must obtain four votes comprising a majority of the cities within the Third supervisorial district. Those cities are Irvine, Lake Forest, Mission Viejo, Rancho Santa Margarita, Villa Park and Yorba Linda. This appointment is for a two-year term that begins January 1, 2024 and expires December 31, 2025. This seat is currently held by Gene Hernandez, Yorba Linda City Council.

- **(1) Individual** to serve as **4th District Representative 2** on the Council. To secure this seat, the candidate must obtain four votes comprising a majority of the cities within the Fourth supervisorial district. Those cities are Anaheim, Brea, Buena Park, Fullerton, La Habra, Placentia and Stanton. This appointment is for a two-year term that begins January 1, 2024 and expires December 31, 2025. This seat is currently vacant.

- **(1) Individual** to serve as **5th District Representative 1** on the Council. To secure this seat, the candidate must obtain six votes comprising a majority of the cities within the Fifth supervisorial district. Those cities are Aliso Viejo, Costa Mesa, Dana Point, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Newport Beach, San Clemente and San Juan Capistrano. This appointment is for a two-year term that begins January 1, 2024 and expires December 31, 2025. This seat is currently vacant.

*Note: Individuals appointed by the City Selection Committee to this commission are not required to be elected officials and there are no residency restrictions requiring the appointee to reside in the district they are appointed to represent.

Objective: To advise the Area Agency on Aging and the Board of Supervisors on issues impacting Orange County Seniors.

Responsibilities: Attend advisory council meetings **and** one committee meeting monthly.

Time Commitment: Up to 8 hours per month

Term Length: 2-year term, begins January 1st and expires on December 31st

Meeting Times: Advisory Council meets 2nd Friday of each month at 9:30 a.m. Dark months are June and December. Committees meet monthly in the morning.

Meeting Locations: Advisory Council meets at various senior and community centers across Orange County. Committees meet at 1300 S. Grand Ave, Bldg. B, Santa Ana

Compensation: $30 per month, reimbursement for expenses.

Application Procedure: Candidates who wish to be placed on the ballot must turn in a completed Candidate Statement form to the Orange County Clerk of the Board's office by **October 19, 2023.** Additional candidates may be nominated from the floor at the meeting and will be treated as "write-in" candidates on the ballot.

Additionally, the candidate may wish to address a letter to the Mayor of each Orange County city within the supervisorial district announcing their candidacy and outlining their qualifications. The candidate's Mayor may wish to send an endorsement letter to other Orange County Mayors.

The City Selection Committee requests that a copy of any candidacy letters and the completed Candidate Statement form be sent, emailed or faxed to:

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Clerk of the Board

City Selection Appointment
November 2023 Opportunity Notice

Airport Land Use Commission for Orange County

Position:

> **(1) Mayor/Council Member** to serve as the **Airport Area Commissioner** on the Commission. To secure this seat, the candidate must obtain votes of the majority of the City Selection Committee. This position must be filled by a member from a city adjacent to a public airport, served by a federally certified air carrier: Costa Mesa, Irvine, Newport Beach, Santa Ana and Tustin. This appointment is to complete a four-year term ending May 3, 2027. This seat is currently held by Austin Lumbard, Tustin City Council.

Objective: To protect the public from adverse effects of aircraft noise, ensure that people and facilities are not concentrated in areas susceptible to aircraft incidents, to ensure that no structure or land use activities adversely affect the operational integrity of the airports or their navigable airspace.

Responsibilities: Attend all regular and special meetings. Consult regularly with staff and remain informed on land use issues.

Time Commitment: 4 hours per month for meetings and 10-20 hours per month reading background material.

Term Length: 4-year term

Meeting Time: 3rd Thursday of every month at 4:00 p.m.

Meeting Location:
Airport Commission Hearing Room, John Wayne Airport Administrative Building
3160 Airway Avenue, Costa Mesa, CA 92626

Compensation: mileage, parking

Application Procedure: Candidates who wish to be placed on the ballot must turn in a completed Candidate Statement form to the Orange County Clerk of the Board's office by **October 19, 2023.** Additional candidates nominated by the floor the day of the meeting will be treated as "write-in" candidates on the ballot.

Additionally, the candidate may wish to address a letter to the Mayor of each Orange County city announcing their candidacy and outlining their qualifications. The candidate's Mayor may wish to send an endorsement letter to other Orange County Mayors.

The City Selection Committee requests that a copy of the candidacy letter and the attached completed application be sent to:

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Clerk of the Board

City Selection Appointment
November 2023 Opportunity Notice:

City Engineers Flood Control Advisory Committee

Position:

- **(1) City Engineer or City Director of Public Works** to serve as **2nd District Member** on the City Engineers Flood Control Advisory Committee. To secure this seat, the candidate must be a City Engineer or City Director of Public Works and a member of The City Engineers Association of Orange County (CEAOC). The candidate must obtain two votes comprising a majority of the cities within the second supervisorial district. Those cities are Orange, Santa Ana and Tustin. This three-year appointment term begins upon appointment. This seat is currently held by Dave Webb, Newport Beach. CEAOC nominates TBD.

Objective: To provide cooperation between the Orange County Flood Control District (OCFCD) and the cities to strategize the best deployment of resources and manpower to accomplish conservation of flood and storm waters and protection of the existing public and private property from flood damage.

Responsibilities: The committee advises the OCFCD of flood protection needs in the individual cities and assists in the countywide selection of projects for the District's annual budget within the funding capabilities set forth in the Orange County Flood Control Act.

Time Commitment: Varies

Term Length: Three years, beginning upon appointment

Meeting Time: As needed

Meeting Location: OC Public Works Headquarters, 601 N. Ross Street, Santa Ana

Compensation: None

Application Procedure: Candidates who wish to be placed on the ballot must turn in a completed Candidate Statement form to the Orange County Clerk of the Board's office by **October 19, 2023.** Additional candidates nominated from the floor the day of the meeting will be treated as "write-in" candidates on the ballot.

Additionally, the candidate may wish to address a letter to the Mayor of each Orange County city within the corresponding district announcing their candidacy and outlining their qualifications. The candidate's Mayor may wish to send an endorsement letter to other Orange County Mayors.

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Robin Stieler
Clerk of the Board

City Selection Appointment
November 2023 Opportunity Notice:

Orange County Operational Area Executive Board

Positions:

- **(1) City Manager** to serve as the **City Manager Representative** on the Board. This appointment is a joint appointment with the Orange County City Managers Association. To secure this seat, the candidate must obtain votes by the majority of the City Selection Committee. This appointment is for a two-year term that begins January 1, 2024 and expires December 31, 2025. This seat is currently held by Jim Sadro, La Habra. The Orange County City Managers Association nominates TBD.

- **(1) City Manager** to serve as the **City Manager Representative - Alternate** on the Board. This appointment is a joint appointment with the Orange County City Managers Association. To secure this seat, the candidate must obtain votes by the majority of the City Selection Committee. This appointment is for a two-year term that begins January 1, 2024 and expires December 31, 2025. This seat is currently held by Tom Kisela, Orange. The Orange County City Managers Association nominates TBD.

Objective: Coordinate communications, requests for, and distribution of resources amongst the operational area.

Responsibilities: Oversees the actions of the Operational Area Manager and the Orange County Emergency Management Organization in the daily operations and administration of the Operational Area. The Executive Board is also responsible for development, establishment, recommendation to the Operational Area Council, and implementation of Operational Area policies.

Time Commitment: Varies

Term Length: 2-year term

Meeting Time: Quarterly or as needed, at 1:45 p.m., 2nd Wednesday in February, May, August, November.

Meeting Location: 601 N. Ross St., MPR, Santa Ana, CA 92701

Compensation: None

Application Procedure: Candidates who wish to be placed on the ballot must turn in a completed Candidate Statement form to the Orange County Clerk of the Board's office by **October 19, 2023.** Additional candidates may be nominated from the floor the day of the meeting and will be treated as "write-in" candidates on the ballot.

Additionally, the candidate may wish to address a letter to the Mayor of each Orange County city announcing their candidacy and outlining their qualifications. The candidate's Mayor may wish to send an endorsement letter to other Orange County Mayors.

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Clerk of the Board

City Selection Appointment
November 2023 Opportunity Notice:

Orange County Human Relations Commission

Position:

- **(1) Individual** to serve as the **1st District Representative** on the Commission. To secure this seat, the candidate must obtain five votes comprising a majority of the cities within the Fourth Supervisorial District. Those cities are Cypress, Fountain Valley, Garden Grove, Huntington Beach, La Palma, Los Alamitos, Seal Beach and Westminster. This two-year term begins upon appointment. This seat is currently held by Jany Lee, Garden Grove.

- **(1) Individual** to serve as the **3rd District Representative** on the Commission. To secure this seat, the candidate must obtain four votes comprising a majority of the cities within the Fourth Supervisorial District. Those cities are Irvine, Lake Forest, Mission Viejo, Rancho Santa Margarita, Villa Park and Yorba Linda. This two-year term begins upon appointment. This seat is currently held by Dot Leach, Dove Canyon.

*Note: Individuals appointed by the City Selection Committee to this commission are not required to be elected officials and there are no residency restrictions requiring the appointee to reside in the district they are appointed to represent.

Objective: To deal with inter-group tensions, foster mutual understanding and respect among all citizens of Orange County and promote measures to eliminate prejudice, intolerance, and discrimination against individuals or groups because of race, religion, national origin, gender, sexual orientation, disability, socio-economic status or marital status.

Responsibilities: Provide policy direction and advice to staff and serve as official commission liaison to the public.

Time Commitment: 8 hours per month

Term Length: 2-year term

Meeting Time: 2nd Thursday of each month, 11:00 a.m. (dark July and December)

Meeting Location: 601 N. Ross St., 1st Floor MPR, Santa Ana; 3 offsite meetings per year within Orange County.

Compensation: None

Application Procedure: Candidates who wish to be placed on the ballot must turn in a completed Candidate Statement form to the Orange County Clerk of the Board's office by **October 19, 2023.** Additional candidates may be nominated from the floor the day of the meeting and will be treated as "write-in" candidates on the ballot.

Additionally, the candidate may wish to address a letter to the Mayor of each city within the corresponding district announcing their candidacy and outlining their qualifications. The candidate's Mayor may wish to send an endorsement letter to other Orange County Mayors.

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Fax: 714-834-4439
Email: Jamie.Ross@ocgov.com

Application Deadline: Thursday, October 19, 2023

Nomination will occur: Thursday, November 2, 2023 at 5:00 P.M.

City of Orange
Orange City Council Chamber
300 E. Chapman Avenue, Orange, CA 92866

Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, CA 92701
(714) 834-2206 ** FAX (714) 834-4439
Robin.Stieler@ocgov.com

Robin Stieler
Clerk of the Board

City Selection Appointment
November 2023 Opportunity Notice

Orange Countywide Oversight Board of the Successor Agencies

Positions:

- **(1) Individual** to serve as **Regular Member Cities Representative** on the Orange Countywide Oversight Board of the Successor Agencies. To secure this seat, the candidate must obtain votes of a majority of the City Selection Committee. This appointment is for an indefinite term that begins 1/1/24 and serves at the pleasure of the City Selection Committee. This seat is currently held by Steve Jones, Garden Grove City Council.

Objective/Responsibilities: This single Countywide Oversight Board replaced the 25 Oversight Boards of the Successor Agencies to the Redevelopment Agencies of the County of Orange and the Cities of Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, La Habra, La Palma, Lake Forest, Mission Viejo Orange, Placentia, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Westminster, and Yorba Linda.

Time Commitment: 2 hours a month.

Term Length: Indefinite, the member serves at the pleasure of the appointing body.

Meeting Time: Quarterly; meets on 3rd Tuesdays in January (meets twice in January), April, July and September at 8:30 a.m. with one to two special meetings per year.

Meeting Location: Orange City Hall Council Chamber, 300 E. Chapman Ave., Orange

Compensation: N/A

Application Procedure: Candidates who wish to be placed on the ballot must turn in a completed Candidate Statement form to the Orange County Clerk of the Board's office by **October 19, 2023.**

Additional candidates may be nominated from the floor at the meeting and will be treated as "write-in" candidates on the ballot.

Additionally, the candidate may wish to address a letter to the Mayor of each Orange County city announcing their candidacy and outlining their qualifications.

The City Selection Committee requests that a copy of any candidacy letters and the Candidate Statement form be mailed, e-mailed or faxed to:

Orange County Clerk of the Board of Supervisors
400 W. Civic Center Dr., 6th Floor
Santa Ana, CA 92701
Phone: 714-834-2206
Fax: 714-834-4439
Email: Jamie.Ross@ocgov.com

Application Deadline: Thursday, October 19, 2023

Appointment will occur:

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City Selection Appointment
November 2023 Opportunity Notice:

South Coast Air Quality Management District

Positions:

- **(1) Mayor/Council Member** to serve as **Orange County City Representative** to the South Coast Air Quality Management District (SCAQMD). To secure this seat, the candidate must obtain votes by BOTH the majority of the City Selection Committee AND a majority of the population of Orange County. This four-year term will begin January 16, 2024 and expires January 15, 2028. This seat is currently held by Carlos Rodriguez, Yorba Linda City Council.

Objective: SCAQMD adopts policies and regulations to promote and achieve clean air standards required by Federal and State law in order to protect public health.

Responsibilities: Attend all regular meetings as well as special committee meetings. Determine policies and consult regularly with staff on issues affecting air quality.

Time Commitment: Varies

Term Length: 4-year term

Meeting Time: First Friday of each month, 9:00 a.m.

Meeting Location: SCAQMD Headquarters
21865 Copley Drive
Diamond Bar, California 91764-4182
Phone: (909) 396-2000

Compensation: $100.00 per meeting, not to exceed $1000.00 per month

Application Procedure: Candidates who wish to be placed on the ballot must turn in a completed Candidate Statement form to the Orange County Clerk of the Board's office by

October 19, 2023. Additional candidates nominated by the floor the day of the meeting will be treated as "write-in" candidates on the ballot.

Additionally, the candidate may wish to address a letter to the Mayor of each Orange County city announcing their candidacy and outlining their qualifications. The candidate's Mayor may wish to send an endorsement letter to other Orange County Mayors.

The City Selection Committee requests that a copy of any candidacy letter and the completed application be sent to:

Orange County Clerk of the Board of Supervisors
400 W. Civic Center Drive, 6th Floor
Santa Ana, CA 92701
Phone: 714-834-2206
Fax: 714-834-4439
Email: Jamie.Ross@ocgov.com

Application Deadline: Thursday, October 19, 2023

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City Selection Appointment
November 2023 Opportunity Notice

Waste Management Commission

Position:

- **(1) City Manager** to serve as the **City Manager Representative** on the Commission. To secure this seat, the candidate must obtain votes of a majority of the City Selection Committee. This appointment is for a three-year term beginning December 1, 2023 and expires November 30, 2026. This seat is currently held by Jered Hildenbrand, City Manager of Laguna Hills.

Objective: To provide waste management services, protect the environment, and promote recycling in order to ensure a safe and healthy community for current and future generations.

Responsibilities: To advise the Orange County Board of Supervisors on matters relating to municipal solid waste and hazardous management, operation and maintenance of the County's landfills, and other facilities related to the County's solid waste disposal system. The Board of Supervisors has also designated the Waste Management Commission as the Local Task Force responsible for waste reduction planning.

Time Commitment: 2-4 hours per month

Term Length: 3 years

Meeting Time: 2nd Thursday Quarterly (March, June, September, December) at 2:00 p.m.

Meeting Location: 601 N. Ross St., Room 105
Santa Ana, CA 92701

Compensation: $100.00 per commission meeting and $50.00 per committee meeting (maximum of $300 per month). Mileage is also reimbursed.

Application Procedure: Candidates who wish to be placed on the ballot must turn in a completed Candidate Statement form to the Orange County Clerk of the Board's office by **October 19, 2023.** Additional candidates nominated from the floor at the meeting will be treated as "write-in" candidates on the ballot.

Additionally, the candidate may wish to address a letter to the Mayor of each Orange County city within the corresponding district announcing their candidacy and outlining their qualifications. The candidate's Mayor may wish to send an endorsement letter to other Orange County Mayors.

The City Selection Committee requests that a copy of any candidacy letters and the completed Candidate Statement form be sent to:

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