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

Tuesday, November 14, 2023, 5:00 PM
Council Chamber
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL
REGULAR MEETING AGENDA

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

VIDEOCONFERENCE (ZOOM PARTICIPATION)
https://us06web.zoom.us/j/81138186842?pwd=STdmQkFXRUdmL1FnMjdCWFB6QW8zUT09
MEETING ID: 811 3818 6842 PASSCODE: 058675

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/81138186842?pwd=STdmQkFXRUdmL1FnMjdCWFB6QW8zUT09
  MEETING ID: 811 3818 6842 PASSCODE: 058675

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

— Pastor Don Harbert, BPPD Police Chaplain and The Way Fellowship

1D. PLEDGE OF ALLEGIANCE

— Jim Box, Director of Community Services

1E. CITY MANAGER REPORT

2: PRESENTATIONS

2A. PROCLAMATION RECOGNIZING NOVEMBER 2023 AS FAMILY COURT AWARENESS MONTH

— Presented to Jana Laborde, Family Court Advocate, Family Court Awareness Committee

2B. PRESENTATION OF AWARDS TO THE 2023 HALLOWEEN HOME DECORATING CONTEST WINNERS

2C. BUENA PARK YOUTH THEATRE FALL PRODUCTION OF ONCE ON THIS ISLAND

2D. INVITATION TO BUENA PARK HOLIDAY EVENTS

2E. CITY OF HOPE ORANGE COUNTY PRESENTATION

— Presented by Kristina Kraus, Community Relations Specialist, City of Hope Orange County

2F. PRESENTATION BY ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

— Presented by Amber Semrow, Director of Scientific Technical Services , OCMVCD

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. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving Claims and Demands.

4B. PROCLAMATION RECOGNIZING NOVEMBER 2023 AS FAMILY COURT AWARENESS MONTH

— Recommended Action: Approve proclamation.

4C. FINAL PAYMENT TO PALP INC. DBA EXCEL PAVING FOR THE 2022-2023 ANNUAL PAVEMENT REHABILITATION PROJECT

— Recommended Action: 1) Accept project as complete and approve final payment to PALP Inc. dba Excel Paving in the amount of $893,885.56; and, 2) Direct the Public Works Department to file a Notice of Completion.

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

Authorize the Police Department to receive grant funding for STEP enforcement operations. The proposed agreement is in the amount of $160,000 and will fully reimburse STEP program-related activities.

— Recommended Action: 1) Ratify an agreement with the State of California Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) Grant (PT24021); 2) Authorize the City Manager and City Attorney to make any non-monetary changes to the grant agreement; 3) Authorize the City Manager, Finance Director, and Traffic Sergeant to execute the agreement and all other necessary grant documents; and, 4) Approve a budgetary action to appropriate grant funds in the amount of $160,000.

4E. RESOLUTION AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS FOR ALL GRANT PROGRAMS FOR WHICH THE CITY OF BUENA PARK IS ELIGIBLE TO THE CALIFORNIA DEPARTMENT OF RESOURCES AND RECOVERY (CALRECYCLE)

— Recommended Action: 1) Adopt a resolution authorizing the submittal of individual grant applications for all grant programs for which the City of Buena Park is eligible to the California Department of Resources and Recovery (CalRecycle).

4F. RESOLUTION APPROVING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF BUENA PARK

— Recommended Action: Adopt a resolution approving the Annual Measure M2 Expenditure Report.

4G. RESOLUTION APPOVING THE APPOINTMENT OF MADELINE MORRISON TO THE NAVIGATION CENTER OVERSIGHT COMMISSION

— Recommended Action: 1) Confirm the appointment of Madeline Morrison to the Navigation Center Oversight Commission representing the School District for a term that will expire on December 8, 2026.

4H. APPROVE AND ADOPT A CITY TREE MAINTENANCE POLICY

— Recommended Action: 1) Approve and adopt a Tree Maintenance Policy regarding maintenance of plants and trees on public property.

5: NEW BUSINESS

5A. RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH ISSA ELECTRIC, INC. FOR THE KNOTT AVENUE SEWER UPSIZING PROJECT FROM LA PALMA AVENUE TO EL DORADO DRIVE

— Recommended Action: 1) Adopt a resolution approving plans and specifications for the Knott Ave Sewer Upsizing Project from La Palma Ave to El Dorado Dr; 2) Award a contract to ISSA ELECTRIC, INC. in the amount of $502,998.89; 3) Authorize contingency funds in the amount of $50,300 in the same purchase order; 4) Authorize construction engineering funds in the amount of $30,000; and 5) Authorize the City Manager and the City Clerk to make any necessary, non-monetary changes to the contract; 6) Authorize the City Manager and the City Clerk to execute the contract

5B. ORDINANCE TO AMEND THE PENALTY SECTION OF CHAPTER 8.12 OF THE BUENA PARK MUNICIPAL CODE FOR ORGANIC WASTE AND RECYCLABLE DISPOSAL OF WASTE

— Recommended Action: 1) Adopt an ordinance amending the penalty section of Chapter 8.12 of the Buena Park Municipal Code (Solid Waste Collection) to mirror the requirements of California law (Senate Bill 1383).

5C. RESOLUTION TO ADOPT A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION (BPTOP)

— Recommended Action: 1) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park Technical, Office, and Professionals Association; and 2) Adopt a resolution establishing office hours at Buena Park City Offices.

5D. RESOLUTION TO ADOPT A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK MANAGEMENT UNIT AND EXECUTIVE EMPLOYEES

— Recommended Action: Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park Management Unit and Executive Employees.

5E. CONSIDERATION OF A LOAN TO JAMBOREE HOUSING (DOING BUSINESS AS COMMONWEALTH HOUSING PARTNERS, LP) FOR THE ASCENT PROJECT

— Recommended Action: 1) Approve a loan in the amount of $314,372.80 to Jamboree Housing (DBA Commonwealth Housing Partners LP) in connection with the Ascent Project located in the City of Buena Park; 2) Authorize the City Manager and City Attorney to finalize the Promissory Note and Deed of Trust in substantially the attached form; and, 3) Authorize the City Manager to execute the final loan documents on the City's behalf.

6: PUBLIC HEARING

Public Hearings are held at 6:00 PM

6A. ORDINANCE ADOPTING TEXT AMENDMENT NO. C-23-1 TO REVISE TITLE 19 OF THE BUENA PARK MUNICIPAL CODE REGARDING DEVELOPMENT STANDARDS FOR TRASH STORAGE FACILITIES

Zoning Text Amendment within Title 19 of the Buena Park Municipal Code regarding development standards for trash storage facilities in the Multifamily Residential zones Section 19.424.010 (Trash Storage Facilities) and in the Commercial and Industrial zones Section 19.524.010 (Trash Storage Facilities) citywide.

— Recommended Action: 1) Hold a public hearing; and 2) Make certain findings and adopt an ordinance amending Title 19 (Zoning) of the Buena Park Municipal Code (BPMC) in specified Sections 19.424.010 and 19.524.010 related to trash storage facilities within multifamily residential, commercial, and industrial zones.

6B. APPROVE AN AGREEMENT FOR EMERGENCY AMBULANCE RESPONSE, TRANSPORTATION, PATIENT BILLING, AND RELATED SERVICES WITH EMERGENCY AMBULANCE SERVICE, INC.

— Recommended Action: 1) Hold a public hearing pursuant to Section 8.44.050 of the Buena Park Municipal Code; 2) Make certain findings and approve a two-year agreement with Emergency Ambulance Service, Inc. (Emergency) for emergency ambulance transportation, patient billing, and related services; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 4) Authorize the City Manager and City Clerk to execute the agreement.

7: COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8: RECESS

8A. RECESS

9: STUDY SESSION

9A. DISCUSS AND PROVIDE DIRECTION REGARDING EHLERS SENIOR CENTER DEMOGRAPHICS

9B. RECEIVE AN UPDATE ON THE CITY'S IMPLEMENTATION OF THE COMMUNITY WORKFORCE AGREEMENT

9C. DISCUSS AND PROVIDE DIRECTION ON OCTA'S PROJECT V FUNDING APPLICATION

9D. DISCUSS AND PROVIDE DIRECTION REGARDING THE ESTABLISHMENT OF A CIVIC ENGAGEMENT GRANT PROGRAM

10: CITY MANAGER REPORT

10A. CITY MANAGER REPORT

11: COMMISSION & COMMITTEE UPDATES

11A. COMMISSION AND COMMITTEE UPDATES

12: ADJOURNMENT

12A. Adjournment

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

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

If you would like to participate in any matter of business on the agenda and would like translation in 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: November 8, 2023

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	CONSENT CALENDAR Item: A

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

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Adopt Resolutions approving Claims and Demands.

Attachments

Claims 421627-421629 reso.pdf

Claims 421627-421629 att1of1 resolist.pdf

Claims 421630-421866 reso.pdf

Claims 421630-421866 att1of2 resolist.pdf

Claims 421630-421866 att2of2 voids.pdf

Claims 421867-421868 reso.pdf

Claims 421867-421868 att1of1 resolist.pdf

Claims PR101323 retiree reso.pdf

Claims PR101323 retiree att1of1 resolist.pdf

Claims PR102023 reso.pdf

Claims PR102023 att1of1 resolist.pdf

Claims PR110323 reso.pdf

Claims PR110323 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 $9,642.61 DEMAND NOS., 421627 AND 421629 NO CANCELLED NOS, NO VOIDS

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.421627 through 421629 the sum of $9,642.61 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 '20231012 00:00:00.000' and '20231020 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	421627	10/20/23	00001095	FRANCHISE TAX BOARD	73	P/E 10/13/2023	0.00	100.00
1011	421628	10/20/23	00000231	U S POSTMASTER	632110	PMT#196/SPEAK UP B.P	0.00	5,042.61
1011	421629	10/20/23	10010693	WALDEN GLEN APARTMENTS	732043	RENT/AMAYA PARKER	0.00	4,500.00
TOTAL CASH ACCOUNT							0.00	9,642.61
TOTAL FUND							0.00	9,642.61
TOTAL REPORT							0.00	9,642.61

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,974,141.61 DEMAND NOS., 421630 AND 421866 CANCELLED NO 420673 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.421630 through 421866 the sum of $1,974,141.61 set forth on the 22-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 '20231021 00:00:00.000' and '20231025 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	420673 V	08/16/23	10007195	72 HOUR LLC	171710	FORD/EXPLORER/JULY-23	0.00	-56,944.95
1011	421630	10/25/23	10004427	4IMPRINT, INC.	275305	VALUE GROCERY TOTE 13"	17.90	248.90
1011	421630	10/25/23	10004427	4IMPRINT, INC.	275305	SET-UP CHARGE	3.88	53.88
1011	421630	10/25/23	10004427	4IMPRINT, INC.	275305	DELIVERY	3.10	43.10
1011	421630	10/25/23	10004427	4IMPRINT, INC.	275305	FREIGHT	0.00	147.09
TOTAL CHECK							24.88	492.97
1011	421631	10/25/23	10003451	A T & T	650302	25082912039566 OCT-23	0.00	85.64
1011	421632	10/25/23	10003451	A T & T	650302	25082759691016 OCT-23	0.00	85.64
1011	421636	10/25/23	10003794	A T & T	650302	9391026064 SEPT-23	0.00	103.75
1011	421636	10/25/23	10003794	A T & T	650302	9391026059 SEPT-23	0.00	129.31
1011	421636	10/25/23	10003794	A T & T	650302	9391031460 SEPT-23	0.00	156.86
1011	421636	10/25/23	10003794	A T & T	650302	9391026092 SEPT-23	0.00	180.66
1011	421636	10/25/23	10003794	A T & T	650302	9391026074 SEPT-23	0.00	182.09
1011	421636	10/25/23	10003794	A T & T	650302	9391050226 SEPT-23	0.00	253.21
1011	421636	10/25/23	10003794	A T & T	650302	9391031455 SEPT-23	0.00	413.98
1011	421636	10/25/23	10003794	A T & T	650302	9391063673 SEPT-23	0.00	1,211.12
1011	421636	10/25/23	10003794	A T & T	650302	9391065061 SEPT-23	0.00	1,250.24
1011	421636	10/25/23	10003794	A T & T	650302	9391026099 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	650302	9391026066 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	650302	9391026065 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	650302	9391026085 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	650302	9391026080 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	650302	9391026095 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	650302	9391026054 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	650302	9391026110 SEPT-23	0.00	31.12
1011	421636	10/25/23	10003794	A T & T	650302	9391026075 SEPT-23	0.00	31.96
1011	421636	10/25/23	10003794	A T & T	650302	9391050275 SEPT-23	0.00	52.66
1011	421636	10/25/23	10003794	A T & T	650302	9391026090 SEPT-23	0.00	78.20
1011	421636	10/25/23	10003794	A T & T	170670	9391054290 SEPT-23	0.00	55.41
1011	421636	10/25/23	10003794	A T & T	126143	9391026072 SEPT-23	0.00	55.41
1011	421636	10/25/23	10003794	A T & T	126143	9391026070 SEPT-23	0.00	107.74
1011	421636	10/25/23	10003794	A T & T	170670	9391026068 SEPT-23	0.00	144.81
1011	421636	10/25/23	10003794	A T & T	660241	9391026088 SEPT-23	0.00	421.62
1011	421636	10/25/23	10003794	A T & T	170670	9391026049 SEPT-23	0.00	1,365.54
1011	421636	10/25/23	10003794	A T & T	170670	9391067399 SEPT-23	0.00	20.92
1011	421636	10/25/23	10003794	A T & T	170670	9391026078 SEPT-23	0.00	25.55
1011	421636	10/25/23	10003794	A T & T	860810	9391026053 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	170670	9391026107 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	170670	9391026102 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	170670	9391026060 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	660241	9391026084 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	170670	9391026052 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	170670	9391031461 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	170670	9391026097 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	170670	9391050380 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	126143	9391026115 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	170670	9391026113 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	170670	9391026112 SEPT-23	0.00	27.10

SELECTION CRITERIA: transact.trans_date between '20231021 00:00:00.000' and '20231025 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	421636	10/25/23	10003794	A T & T	170670	9391026056 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	170670	9391026055 SEPT-23	0.00	27.10
1011	421636	10/25/23	10003794	A T & T	170670	9391026086 SEPT-23	0.00	32.44
1011	421636	10/25/23	10003794	A T & T	170670	9391026096 SEPT-23	0.00	52.66
1011	421636	10/25/23	10003794	A T & T	170670	9391026062 SEPT-23	0.00	52.66
1011	421636	10/25/23	10003794	A T & T	170670	9391026079 SEPT-23	0.00	52.66
1011	421636	10/25/23	10003794	A T & T	170670	9391026100 SEPT-23	0.00	52.66
1011	421636	10/25/23	10003794	A T & T	170670	9391054287 SEPT-23	0.00	62.47
1011	421636	10/25/23	10003794	A T & T	170670	9391026087 SEPT-23	0.00	78.20
1011	421636	10/25/23	10003794	A T & T	170670	9391026061 SEPT-23	0.00	78.20
1011	421636	10/25/23	10003794	A T & T	170670	9391026111 SEPT-23	0.00	78.20
1011	421636	10/25/23	10003794	A T & T	170670	9391026091 SEPT-23	0.00	78.20
1011	421636	10/25/23	10003794	A T & T	860810	9391026103 SEPT-23	0.00	87.82
1011	421636	10/25/23	10003794	A T & T	170670	9391026050 SEPT-23	0.00	105.82
1011	421636	10/25/23	10003794	A T & T	170670	9391026082 SEPT-23	0.00	108.45
1011	421636	10/25/23	10003794	A T & T	170670	9391026089 SEPT-23	0.00	129.31
1011	421636	10/25/23	10003794	A T & T	170670	9391026084 SEPT-23	0.00	135.94
1011	421636	10/25/23	10003794	A T & T	170670	9391031459 SEPT-23	0.00	154.88
1011	421636	10/25/23	10003794	A T & T	170670	9391026098 SEPT-23	0.00	155.39
1011	421636	10/25/23	10003794	A T & T	170670	9391026083 SEPT-23	0.00	186.62
1011	421636	10/25/23	10003794	A T & T	732099	9391026101 SEPT-23	0.00	233.07
1011	421636	10/25/23	10003794	A T & T	170670	9391055764 SEPT-23	0.00	430.42
1011	421636	10/25/23	10003794	A T & T	170670	9391036465 SEPT-23	0.00	438.15
1011	421636	10/25/23	10003794	A T & T	170670	9391036451 SEPT-23	0.00	456.51
1011	421636	10/25/23	10003794	A T & T	170670	9391026051 SEPT-23	0.00	387.24
TOTAL CHECK							0.00	10,469.23
1011	421637	10/25/23	10004247	A T & T MOBILITY	731150	996095853X10172023	0.00	369.42
1011	421638	10/25/23	10004247	A T & T MOBILITY	275105	287306643033X10102023	0.00	80.48
1011	421639	10/25/23	10004247	A T & T MOBILITY	631140	287260985373X10172023	0.00	246.65
1011	421640	10/25/23	10004247	A T & T MOBILITY	275305	828554058X10172023	0.00	128.96
1011	421641	10/25/23	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL SVC SEPT	0.00	578.00
1011	421642	10/25/23	00010359	ADMINSURE INC	107410	WKS COMP/NOV-23	0.00	11,336.00
1011	421643	10/25/23	00003929	AFLAC	73	JUNE-23 BILLING	0.00	6,097.34
1011	421643	10/25/23	00003929	AFLAC	73	AUGUST-23 BILLING	0.00	6,097.34
1011	421643	10/25/23	00003929	AFLAC	73	JULY-23 BILLING	0.00	6,288.28
1011	421643	10/25/23	00003929	AFLAC	73	MAY-23 BILLING	0.00	6,348.06
TOTAL CHECK							0.00	24,831.02
1011	421644	10/25/23	10007175	ANCOM GROUP INC.	275405	MATH WKSHOP/FALL-23	0.00	393.68
1011	421645	10/25/23	00001993	ALIN PARTY SUPPLY INC.	275305	FOOD TRUCK FESTIVAL	0.00	154.35
1011	421645	10/25/23	00001993	ALIN PARTY SUPPLY INC.	275210	COPS N GOBLINS	0.00	104.77
1011	421645	10/25/23	00001993	ALIN PARTY SUPPLY INC.	275140	WHITAKER PARK OPENING	0.00	52.42
1011	421645	10/25/23	00001993	ALIN PARTY SUPPLY INC.	275210	COPS N GOBLINS	0.00	90.73
1011	421645	10/25/23	00001993	ALIN PARTY SUPPLY INC.	275140	SIGN UNVEILING	0.00	48.67

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ACCOUNTING PERIOD: 4/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421645	10/25/23	00001993	ALIN PARTY SUPPLY INC.	275210	COPS GOBLINS BALLOONS	0.00	65.52
1011	421645	10/25/23	00001993	ALIN PARTY SUPPLY INC.	275210	COPS N GOBLINS HELIUM	0.00	154.35
1011	421645	10/25/23	00001993	ALIN PARTY SUPPLY INC.	275210	COPS N GOBLINS	0.00	63.08
1011	421645	10/25/23	00001993	ALIN PARTY SUPPLY INC.	275210	COPS N GOBLINS	0.00	142.45
TOTAL CHECK							0.00	876.34
1011	421646	10/25/23	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	222.91
1011	421646	10/25/23	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	138.05
TOTAL CHECK							0.00	360.96
1011	421647	10/25/23	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GR 9/17-30/23	0.00	11,414.31
1011	421648	10/25/23	10012598	UNIVERSAL BUILDING MAINT	170670	CITY JANITOR/JULY-23	0.00	4,323.53
1011	421648	10/25/23	10012598	UNIVERSAL BUILDING MAINT	875805	C.R.Y/JANITOR/JULY-23	0.00	16,894.96
TOTAL CHECK							0.00	21,218.49
1011	421649	10/25/23	10012598	UNIVERSAL BUILDING MAINT	650306	PD JANITOR/AUG-23	0.00	7,341.51
1011	421650	10/25/23	10012598	UNIVERSAL BUILDING MAINT	650306	PD JANITOR/SEPT-23	0.00	7,341.51
1011	421651	10/25/23	10011634	UNIVERSAL PROTECTION SER	650308	JAIL CONTRACT/SEP-23	0.00	37,222.16
1011	421652	10/25/23	00006012	AMBIUS INC	170670	PLANT SVC/OCT-23	0.00	296.76
1011	421653	10/25/23	00009407	AMERICAN TRUCK & TOOL RE	560211	CONCRETE	0.00	344.58
1011	421653	10/25/23	00009407	AMERICAN TRUCK & TOOL RE	560211	CONCRETE	0.00	367.01
1011	421653	10/25/23	00009407	AMERICAN TRUCK & TOOL RE	352363	CONCRETE	0.00	311.95
TOTAL CHECK							0.00	1,023.54
1011	421654	10/25/23	00005384	ANDY GUMP, INC	860810	RESTROOM SERVICE	0.00	60.50
1011	421654	10/25/23	00005384	ANDY GUMP, INC	860810	RESTROOM SERVICE	0.00	60.50
TOTAL CHECK							0.00	121.00
1011	421655	10/25/23	00009015	TAJEN GRAPHICS, INC	11	BPGTC-2023 PROGRAM	0.00	211.73
1011	421655	10/25/23	00009015	TAJEN GRAPHICS, INC	632110	KWBC FLYERS/BROCHURE	0.00	459.02
1011	421655	10/25/23	00009015	TAJEN GRAPHICS, INC	275210	COPS N GOBLINS	0.00	1,282.23
1011	421655	10/25/23	00009015	TAJEN GRAPHICS, INC	106119	SIGNS SILVERADO DAYS	0.00	3,316.55
1011	421655	10/25/23	00009015	TAJEN GRAPHICS, INC	275210	POSTERS FOR ARTIST	0.00	103.44
TOTAL CHECK							0.00	5,372.97
1011	421656	10/25/23	10006711	LAURIE AUBUCHON	352567	REIMB ED 2023	0.00	564.00
1011	421656	10/25/23	10006711	LAURIE AUBUCHON	160105	REIMB ED 2023	0.00	752.00
1011	421656	10/25/23	10006711	LAURIE AUBUCHON	452410	REIMB ED 2023	0.00	188.07
TOTAL CHECK							0.00	1,504.07
1011	421657	10/25/23	00004756	B & K ELECTRIC WHOLESALE	170670	HARDWARE	0.00	208.71
1011	421657	10/25/23	00004756	B & K ELECTRIC WHOLESALE	860810	SUPPLIES	0.00	173.62
1011	421657	10/25/23	00004756	B & K ELECTRIC WHOLESALE	170670	HARDWARE	0.00	247.83
1011	421657	10/25/23	00004756	B & K ELECTRIC WHOLESALE	170670	HARDWARE	0.00	743.48
TOTAL CHECK							0.00	1,373.64
1011	421658	10/25/23	00006700	B L WALLACE DISTRIBUTOR	352363	METER BOX	0.00	798.94

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421658	10/25/23	00006700	B L WALLACE DISTRIBUTOR	352363	METER BOX	0.00	1,001.64
TOTAL CHECK							0.00	1,800.58
1011	421659	10/25/23	10013209	ROMERO BALANDRA	11	REF/DEPOSIT#R8864	0.00	500.00
1011	421660	10/25/23	10000360	BEACH & LA MIRADA CAR WA	171710	CAR DETAILING	0.00	245.00
1011	421661	10/25/23	10007005	DAVID BERNAL	651607	CNOA TRG 11/17-21/23	0.00	512.00
1011	421662	10/25/23	10007684	BEST LAWNMOWER, INC	171710	REPLACEMENT BLOWER	0.00	917.94
1011	421662	10/25/23	10007684	BEST LAWNMOWER, INC	860810	SERVICE POLE SAW	0.00	129.37
1011	421662	10/25/23	10007684	BEST LAWNMOWER, INC	171710	POLE PRUNER	0.00	1,333.62
TOTAL CHECK							0.00	2,380.93
1011	421663	10/25/23	10011115	BLANK ROME LLP	110105	HOTEL/RESORT/SEPT-23	0.00	2,001.25
1011	421663	10/25/23	10011115	BLANK ROME LLP	110105	BUTTERFLY/SEPT-23	0.00	2,880.00
TOTAL CHECK							0.00	4,881.25
1011	421664	10/25/23	10008940	BOUND TREE MEDICAL LLC	650208	#2700-58001 - G5 AUTO	229.40	3,189.40
1011	421665	10/25/23	10012370	CLIFFORD BOURNE	651607	CNOA TRG 11/17-21/23	0.00	512.00
1011	421666	10/25/23	10013190	JIM BOX	275105	REIMB/LUN MT/LA HABRA	0.00	132.68
1011	421667	10/25/23	00000423	BOYS & GIRLS CLUB OF BUE	732094	REIMB 1ST Q 23-24	0.00	4,675.74
1011	421668	10/25/23	00000759	BUENA PARK PLAQUE & TROP	170670	NAME PLATES	0.00	226.28
1011	421668	10/25/23	00000759	BUENA PARK PLAQUE & TROP	170670	NAME PLATES	0.00	215.50
TOTAL CHECK							0.00	441.78
1011	421669	10/25/23	00000860	BUENA PARK UNIFIED SCHOO	275140	SUMMER CAMP JOHNS	0.00	98.00
1011	421670	10/25/23	00001161	C. WELLS PIPELINE INC	352363	CURBSTOP STOCK	0.00	1,379.20
1011	421671	10/25/23	10007791	MARIE CABALLERO	275150	SCOREKE 9/30-10/23/23	0.00	160.00
1011	421672	10/25/23	10013220	AMBER CABRERA	105105	REIMB/KOREAN BUS CONV	0.00	29.83
1011	421673	10/25/23	10007282	CALBO	731150	10/23-26/23 CLASSES	0.00	1,505.00
1011	421674	10/25/23	10001219	CALIF BUILDING STANDARDS	11	Q3 BLD STD JUL-SEP-23	0.00	358.00
1011	421674	10/25/23	10001219	CALIF BUILDING STANDARDS	731150	Q3 BLD STD JUL-SEP-23	0.00	-35.80
TOTAL CHECK							0.00	322.20
1011	421675	10/25/23	00000021	CALIF FORENSIC PHLEBOTOM	650402	BLOOD DRAWS SEP 23	0.00	774.00
1011	421676	10/25/23	00000018	CTL PRINTING INDUSTRIES,	126120	YELLOW 2025 / BLUE 202	89.64	1,146.30
1011	421676	10/25/23	00000018	CTL PRINTING INDUSTRIES,	126120	FILM COST	0.00	100.00
1011	421676	10/25/23	00000018	CTL PRINTING INDUSTRIES,	126120	SHIPPING	0.00	26.51
TOTAL CHECK							89.64	1,272.81
1011	421677	10/25/23	00005992	MARIO CAMACHO	160110	TRAIN SUBSIDY/SEPT-23	0.00	125.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421677	10/25/23	00005992	MARIO CAMACHO	631140	REIMB/POSTAGE/2 LTRS	0.00	276.72
TOTAL CHECK							0.00	401.72
1011	421678	10/25/23	10008346	CASITAS SECURITY	275210	OV NITE SECURITY 9/22	0.00	385.00
1011	421679	10/25/23	10012633	LUPE CASTANEDA	631140	MLG REIMB/CACEO CLASS	0.00	107.42
1011	421679	10/25/23	10012633	LUPE CASTANEDA	631140	REIMB/CACEO CLASS	0.00	152.00
TOTAL CHECK							0.00	259.42
1011	421680	10/25/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PART	0.00	107.75
1011	421681	10/25/23	10007941	CHARTER COMMUNICATIONS H	650404	8448400240089222	0.00	12.54
1011	421682	10/25/23	10007941	CHARTER COMMUNICATIONS H	650302	8448400240618061	0.00	1,099.00
1011	421683	10/25/23	10007941	CHARTER COMMUNICATIONS H	170670	8448400231122990	0.00	819.49
1011	421684	10/25/23	10007941	CHARTER COMMUNICATIONS H	275305	213578401 OCT-23	0.00	2,198.00
1011	421685	10/25/23	10010572	CI TECHNOLOGIES, INC.	650303	BLUE TEAM MT FY 23-24	0.00	1,242.09
1011	421686	10/25/23	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/SEPT-23	0.00	196.42
1011	421686	10/25/23	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/SEPT-23	0.00	196.42
1011	421686	10/25/23	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/SEPT-23	0.00	212.32
1011	421686	10/25/23	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RT/SEPT-23	0.00	297.35
1011	421686	10/25/23	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RT/SEPT-23	0.00	372.32
1011	421686	10/25/23	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RT/SEPT-23	0.00	438.23
1011	421686	10/25/23	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RT/SEPT-23	0.00	505.47
1011	421686	10/25/23	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RT/SEPT-23	0.00	372.92
TOTAL CHECK							0.00	2,591.45
1011	421687	10/25/23	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLING JUN 23	0.00	490.00
1011	421687	10/25/23	00000206	CLINICAL LAB OF SAN BERN	352363	WAER SAMPLING SEP 23	0.00	520.00
1011	421687	10/25/23	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLING JUN 23	0.00	1,922.80
1011	421687	10/25/23	00000206	CLINICAL LAB OF SAN BERN	352363	WATER SAMPLING SEP 23	0.00	1,810.10
TOTAL CHECK							0.00	4,742.90
1011	421688	10/25/23	00001357	CM WASH EQUIPMENT INC.	171710	PM SERVICE	0.00	447.14
1011	421689	10/25/23	00005774	THE CODE GROUP, INC.	731150	50% DANNY RODRIGUEZ	0.00	4,845.00
1011	421689	10/25/23	00005774	THE CODE GROUP, INC.	11	DANNY RODRIGUEZ	0.00	4,845.00
TOTAL CHECK							0.00	9,690.00
1011	421690	10/25/23	00010209	COLLICUTT ENERGY SERVICE	170670	GENERATOR REPAIR	0.00	853.64
1011	421690	10/25/23	00010209	COLLICUTT ENERGY SERVICE	170670	GENERATOR REPAIR	0.00	3,597.07
TOTAL CHECK							0.00	4,450.71
1011	421691	10/25/23	00010548	CORELOGIC INFORMATION SO	631140	REALQUEST/SEPT-23	0.00	200.00
1011	421692	10/25/23	00002379	NANCY K. BOHL INC.	650105	EMP SUPPORT/SEPT-23	0.00	240.00
1011	421693	10/25/23	10002389	COUNTY OF ORANGE TREASUR	650308	AFIS/OCT-23	0.00	3,027.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421694	10/25/23	10000671	COOPERATIVE PERSONNEL SE	121110	BASE CLERICAL	0.00	874.50
1011	421694	10/25/23	10000671	COOPERATIVE PERSONNEL SE	121110	BASE CLERICAL	0.00	258.75
1011	421694	10/25/23	10000671	COOPERATIVE PERSONNEL SE	121110	ENF SPECIALIST	0.00	869.00
1011	421694	10/25/23	10000671	COOPERATIVE PERSONNEL SE	121110	POLICE REC CLERK	0.00	869.00
1011	421694	10/25/23	10000671	COOPERATIVE PERSONNEL SE	121110	CR MEMO/BAS.CLERICAL	0.00	-70.00
TOTAL CHECK							0.00	2,801.25
1011	421695	10/25/23	10011672	CROWN AWARDS	275140	21" TROPHY/SANTA FIGUR	2.96	41.33
1011	421695	10/25/23	10011672	CROWN AWARDS	275140	20" TROPHY/SNOWMAN FIG	2.59	35.96
1011	421695	10/25/23	10011672	CROWN AWARDS	275140	19" TROPHY/SNOWMAN FIG	2.74	38.11
1011	421695	10/25/23	10011672	CROWN AWARDS	275140	SHIPPING	3.95	54.94
TOTAL CHECK							12.24	170.34
1011	421696	10/25/23	10013195	CSU FULLERTON ASC 2600	52	UB REFUND	0.00	37.88
1011	421697	10/25/23	10008234	CUSTOM INTERIORS BY SONN	171710	UPHOLSTERY	0.00	790.00
1011	421698	10/25/23	10009457	DAVID VOLZ DESIGN LANDSC	290150	WHITAKER ELEM/JULY-23	0.00	11,568.10
1011	421699	10/25/23	10012372	JONATHAN DAVIS	651607	CNOA TRG 11/17-21/23	0.00	512.00
1011	421700	10/25/23	10008395	DEVELOPMENT COUNSELLORS	995100	MO.AD SPREAD/SEP-23	0.00	4,552.23
1011	421700	10/25/23	10008395	DEVELOPMENT COUNSELLORS	995100	DISPLAY ADV.	0.00	9,787.37
TOTAL CHECK							0.00	14,339.60
1011	421701	10/25/23	00001072	DEPARTMENT OF CONSERVATI	11	3Q SEISMIC JUL-SEP-23	0.00	-342.81
1011	421701	10/25/23	00001072	DEPARTMENT OF CONSERVATI	11	3Q SEISMIC JUL-SEP-23	0.00	6,856.12
TOTAL CHECK							0.00	6,513.31
1011	421702	10/25/23	00000492	DEPARTMENT OF JUSTICE	11	FINGERPRINT/SEPT-23	0.00	1,058.00
1011	421702	10/25/23	00000492	DEPARTMENT OF JUSTICE	121110	FINGERPRINT/SEP-23	0.00	1,409.00
1011	421702	10/25/23	00000492	DEPARTMENT OF JUSTICE	650302	FINGERPRINT/SEPT-23	0.00	96.00
TOTAL CHECK							0.00	2,563.00
1011	421703	10/25/23	10011963	DETROIT INDUSTRIAL TOOL	560211	#6PK84217 DIA BLD 18X	148.30	2,147.50
1011	421703	10/25/23	10011963	DETROIT INDUSTRIAL TOOL	560211	FREIGHT	0.00	46.29
TOTAL CHECK							148.30	2,193.79
1011	421704	10/25/23	10013219	BENOY EAPEN	11	REF DEPOSIT#R9105	0.00	500.00
1011	421705	10/25/23	10012329	ECO-NOMICS, INC.	196916	EDIBLE FOOD/SEPT-23	0.00	4,093.75
1011	421706	10/25/23	10013221	MELEAH EDQUID	11	REF/DEPOSIT#R9119	0.00	500.00
1011	421707	10/25/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC REPAIR	0.00	2,810.03
1011	421707	10/25/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC REPAIR	0.00	935.00
1011	421707	10/25/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC PM	0.00	1,087.33
1011	421707	10/25/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC PM	0.00	1,089.46
1011	421707	10/25/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC PM	0.00	2,131.15
1011	421707	10/25/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC PM	0.00	2,429.80
1011	421707	10/25/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC PM	0.00	2,892.30

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ACCOUNTING PERIOD: 4/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							0.00	13,375.07
1011	421708	10/25/23	10011352	EMERALD PARK 2016 LP	732043	RT/HAWA NAZIR/ANTHONY	0.00	1,500.00
1011	421709	10/25/23	00006560	ENTERPRISE FM TRUST, INC	650603	LEASE 4 VEH/OCT-23	0.00	1,387.42
1011	421710	10/25/23	10012212	NICOLE RENEE ESCOBAR	275150	SCOREKE 9/30-10/13/23	0.00	160.00
1011	421711	10/25/23	10008311	EVERETT DOREY, LLP	107420	VERONICA JONES	0.00	3,140.84
1011	421711	10/25/23	10008311	EVERETT DOREY, LLP	107420	DONNA MCINTIRE	0.00	3,718.48
1011	421711	10/25/23	10008311	EVERETT DOREY, LLP	107420	JADEYN DOE, ET AL	0.00	1,778.75
TOTAL CHECK							0.00	8,638.07
1011	421712	10/25/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	38.66
1011	421712	10/25/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	3.22
1011	421712	10/25/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	142.20
1011	421712	10/25/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	79.15
1011	421712	10/25/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	12.89
1011	421712	10/25/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	154.30
1011	421712	10/25/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	252.47
1011	421712	10/25/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	217.66
1011	421712	10/25/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	73.74
TOTAL CHECK							0.00	974.29
1011	421713	10/25/23	10003690	FAIR HOUSING FOUNDATION	732040	REIMB/SEPT-23	0.00	1,605.99
1011	421714	10/25/23	00000320	FEDERAL EXPRESS CORPORAT	121110	TRANS CHARGES	0.00	46.79
1011	421715	10/25/23	00010479	EDWARD FENTON	105105	REIMB/EXPENSES/OCT23	0.00	11.94
1011	421715	10/25/23	00010479	EDWARD FENTON	121110	REIMB/EXPENSES/OCT23	0.00	18.33
1011	421715	10/25/23	00010479	EDWARD FENTON	105105	REIMB/EXPENSES/OCT23	0.00	75.63
TOTAL CHECK							0.00	105.90
1011	421716	10/25/23	00003881	FERGUSON ENTERPRISES, IN	170670	WATER HEATER HARDWARE	0.00	2,400.51
1011	421716	10/25/23	00003881	FERGUSON ENTERPRISES, IN	170670	HARDWARE PLUMBING	0.00	204.14
TOTAL CHECK							0.00	2,604.65
1011	421717	10/25/23	00004661	FERGUSON, PRAET & SHERMA	107420	GABRIEL ALDAVE	0.00	469.95
1011	421717	10/25/23	00004661	FERGUSON, PRAET & SHERMA	107420	JENNY PEREZ	0.00	150.00
TOTAL CHECK							0.00	619.95
1011	421718	10/25/23	10007059	FIVESTAR RUBBER STAMP ET	560212	BADGES	0.00	49.06
1011	421718	10/25/23	10007059	FIVESTAR RUBBER STAMP ET	105105	BADGES	0.00	8.51
1011	421718	10/25/23	10007059	FIVESTAR RUBBER STAMP ET	731104	BADGES	0.00	42.56
1011	421718	10/25/23	10007059	FIVESTAR RUBBER STAMP ET	275110	BADGES	0.00	91.62
TOTAL CHECK							0.00	191.75
1011	421719	10/25/23	10007852	RJ HANSON INC	171710	COLLISION REPAIRS	0.00	9,301.50
1011	421720	10/25/23	10013216	MARIA FLORES	11	REF DEPOSIT#R8147	0.00	500.00
1011	421721	10/25/23	10003190	FOOD 4 LESS	732044	HOMELESS SNACKS	0.00	213.75

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421722	10/25/23	10013197	FREEDOM FUN USA LLC	275215	SNOW GLOBE 1 OF 2	0.00	293.27
1011	421723	10/25/23	00000046	FULLER ENGINEERING INC	352363	CL2 BOISSERANC	0.00	1,416.80
1011	421723	10/25/23	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	213.32
1011	421723	10/25/23	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	439.59
1011	421723	10/25/23	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	1,125.96
1011	421723	10/25/23	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	138.49
1011	421723	10/25/23	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO	0.00	158.10
1011	421723	10/25/23	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	261.76
1011	421723	10/25/23	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	1,124.62
TOTAL CHECK							0.00	4,878.64
1011	421724	10/25/23	10007168	FUN EXPRESS, LLC	275210	#5/1651 - BULK CANDY A	0.00	111.98
1011	421724	10/25/23	10007168	FUN EXPRESS, LLC	275210	#1376604 - BULK 1000 P	0.00	99.99
1011	421724	10/25/23	10007168	FUN EXPRESS, LLC	275210	#13908191 - BULK 594 P	0.00	127.99
TOTAL CHECK							0.00	339.96
1011	421725	10/25/23	00004593	FUN ON THE FARM, INC.	275120	HORSE FUN/FALL-23	0.00	66.50
1011	421726	10/25/23	00006581	FURLONG & FURLONG ASSOC	731150	#B-10000 - BUILDING PE	58.44	812.44
1011	421726	10/25/23	00006581	FURLONG & FURLONG ASSOC	731150	FREIGHT	0.00	52.13
TOTAL CHECK							58.44	864.57
1011	421727	10/25/23	00002204	GALLS INC	650208	UNIFORMS	0.00	1,486.89
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	860810	SUPPLIES	0.00	96.52
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	275210	SPRAY PAINT COPS N GO	0.00	22.60
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	44.13
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	275160	TAPE GYMNASTICS	0.00	40.93
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	275160	TAPE PICKLEBALL	0.00	75.89
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	170670	HARDWARE PLUMBING	0.00	271.14
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	352363	LINDEN WELL REPAIR	0.00	41.02
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	170670	HARDWARE	0.00	41.12
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	560640	HARDWARE	0.00	19.65
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	185.59
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	106119	SILVERADO HARDWARE	0.00	231.75
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	106119	SILVERADO HARDWARE	0.00	232.42
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	105.00
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	208.43
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	860810	SUPPLIES	0.00	18.09
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	82.51
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	275135	SOCCER SUPPLIES	0.00	84.03
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	352363	FREEWAY WELL MTC	0.00	77.52
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	631140	SMALL TOOLS	0.00	54.56
1011	421728	10/25/23	00002166	GANAHL LUMBER CO	352363	HOSES	0.00	15.70
TOTAL CHECK							0.00	1,948.60
1011	421729	10/25/23	10013200	GARCIA-NAVA, TRINIDAD	52	UB REFUND	0.00	92.02
1011	421730	10/25/23	00000055	GRAINGER INC	170670	HARDWARE	0.00	347.97
1011	421730	10/25/23	00000055	GRAINGER INC	170670	HARDWARE	0.00	284.87

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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	632.84
1011	421731	10/25/23	00010631	GRANICUS, LLC	126143	VIDEO STREAM/OCT-23	0.00	1,064.65
1011	421732	10/25/23	00005680	CINDY GRISWOLD	275405	CPR/1ST AID/FALL-23	0.00	66.50
1011	421733	10/25/23	10011088	GROUP DELTA CONSULTANTS,	590186	GEOTECHNICAL SERVICES	0.00	8,179.00
1011	421734	10/25/23	10000124	HARDY & HARPER INC	24	PMT#1 RET. ORANGETHOR	0.00	-25,750.65
1011	421734	10/25/23	10000124	HARDY & HARPER INC	590181	ORANGETHORPE/SEP-23	0.00	515,013.00
TOTAL CHECK							0.00	489,262.35
1011	421735	10/25/23	10012288	HASA INC.	860820	CHEMICALS	0.00	216.54
1011	421736	10/25/23	10012247	THE HILLER COMPANIES, IN	106131	FIRE ALARM REPAIR	0.00	415.00
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	106119	HARDWARE	0.00	30.37
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	352363	KNOTT MTC	0.00	9.09
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	20.63
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	352363	TRUCK TOOL	0.00	21.52
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	352363	HOLDER MTC	0.00	89.35
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	275305	STORAGE FOR BDSAC	0.00	45.19
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	352363	HYD REPAIR	0.00	53.55
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	352363	HAND TOOLS	0.00	140.03
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	560640	CHALK	0.00	8.56
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	352363	HOLDER WELL EYE WASH	0.00	85.18
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	352363	FREEWAY WELL EYE WASH	0.00	295.67
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	109.58
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	352363	HOLDER WELL EYE WASH	0.00	116.51
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	352363	FREEWAY WELL EYE WASH	0.00	292.61
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	560640	LUMBER	0.00	34.74
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	352363	FUEL FOR GAS TOOLS	0.00	91.98
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	170670	HARDWARE PLUMBING	0.00	69.66
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	319.62
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	71.65
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	92.54
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	275305	CABLE FOR FITNESS CTR	0.00	33.33
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	170670	HARDWARE PLUMBING	0.00	70.31
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	106.36
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	81.72
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	170670	HARDWARE PLUMBING	0.00	53.51
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	38.45
1011	421738	10/25/23	00000057	HOME DEPOT / GECF	170670	HARDWARE PLUMBING	0.00	93.42
TOTAL CHECK							0.00	2,475.13
1011	421739	10/25/23	10009091	HUE C LUU	731150	ENG SVC/OCT-23	0.00	7,035.00
1011	421740	10/25/23	10013205	CONNIE HURTADO	275305	REIMB/UNVEIL SUPL	0.00	105.91
1011	421741	10/25/23	10012663	ICE MANAGEMANT, LLC	275120	ICE SKATING/FALL-23	0.00	558.60
1011	421742	10/25/23	10013020	IDN WILCO	170670	CORBIN RUSSWIN ENTRY L	30.94	430.02

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421742	10/25/23	10013020	IDN WILCO	170670	INSIDE SPINDLE CAGE CO	1.65	22.90
1011	421742	10/25/23	10013020	IDN WILCO	170670	OUTSIDE SPRING CAGE CO	2.98	41.48
1011	421742	10/25/23	10013020	IDN WILCO	170670	YALE YPL 02 6626 INDIC	35.43	492.57
TOTAL CHECK							71.00	986.97
1011	421743	10/25/23	10009556	INNOVATIVE DESIGN & SHEE	650402	INSTALLATION	0.00	1,916.21
1011	421743	10/25/23	10009556	INNOVATIVE DESIGN & SHEE	171710	PUSH BUMPER	0.00	1,060.49
TOTAL CHECK							0.00	2,976.70
1011	421744	10/25/23	10003113	INTERNATIONAL CODE COUNC	731150	ICC PMT TECH CERT	0.00	69.00
1011	421745	10/25/23	00010018	JOSEPH M JACKSON	275405	YOGA/FALL-23	0.00	126.35
1011	421745	10/25/23	00010018	JOSEPH M JACKSON	275120	STICK MOVE/FALL-23	0.00	269.99
TOTAL CHECK							0.00	396.34
1011	421746	10/25/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	6.78
1011	421746	10/25/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	15.02
1011	421746	10/25/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	10.98
1011	421746	10/25/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	449.51
TOTAL CHECK							0.00	482.29
1011	421747	10/25/23	10012884	JBA CONSULTING DBA NV5 C	170670	IGAA SUPPORT/SEPT-23	0.00	1,818.00
1011	421748	10/25/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	351.47
1011	421748	10/25/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	190.45
1011	421748	10/25/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	206.48
1011	421748	10/25/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	152.70
1011	421748	10/25/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	236.76
1011	421748	10/25/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	426.39
1011	421748	10/25/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	30.99
1011	421748	10/25/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	77.48
1011	421748	10/25/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	137.24
1011	421748	10/25/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	61.98
1011	421748	10/25/23	10005932	JHM SUPPLY	860810	IRRIGATION	0.00	123.63
TOTAL CHECK							0.00	1,995.57
1011	421749	10/25/23	10012741	JIG CONSULTANTS	490033	KNOT SEWER/SEPT-23	0.00	3,672.50
1011	421750	10/25/23	10013214	REEMA JIWANI	875805	REF DEPOSIT#R7996	0.00	474.00
1011	421750	10/25/23	10013214	REEMA JIWANI	11	REF DEPOSIT#R7996	0.00	1,000.00
TOTAL CHECK							0.00	1,474.00
1011	421751	10/25/23	00000042	JOHN B EWLES INC	560210	10 WHEEL DUMP	0.00	1,050.00
1011	421752	10/25/23	00000674	RICHARD D. JONES A PROF.	631140	6972 SAN DIEGO/SEP-23	0.00	1,005.98
1011	421752	10/25/23	00000674	RICHARD D. JONES A PROF.	631140	6211 SAN RAFAEL/SEP23	0.00	1,916.40
1011	421752	10/25/23	00000674	RICHARD D. JONES A PROF.	631140	8732 WESTERN/SEPT-23	0.00	2,114.40
1011	421752	10/25/23	00000674	RICHARD D. JONES A PROF.	631140	CODE ENF/SEPT-23	0.00	3,474.00
1011	421752	10/25/23	00000674	RICHARD D. JONES A PROF.	631140	6712 HIGHLAND/SEPT-23	0.00	252.00
1011	421752	10/25/23	00000674	RICHARD D. JONES A PROF.	650402	PD MATTERS/SEPT-23	0.00	6,768.00
TOTAL CHECK							0.00	15,530.78

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421753	10/25/23	10013213	JOHN VALENTILLO	121110	INVESTIGATIONS	0.00	2,160.00
1011	421754	10/25/23	10013211	SRINIVAS KAKKIRENI	11	REF/DEPOSIT#R8592	0.00	500.00
1011	421755	10/25/23	00004687	KDM MERIDIAN CORP	590186	CABALLERO/REHAB/OCT23	0.00	19,990.00
1011	421756	10/25/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	1,056.13
1011	421756	10/25/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	80.96
1011	421756	10/25/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	136.03
1011	421756	10/25/23	00000054	TED JONES FORD INC.	171710	AUTO PARTS	0.00	288.23
TOTAL CHECK							0.00	1,561.35
1011	421757	10/25/23	10013196	KIM, BRIAN A	52	UB REFUND	0.00	15.31
1011	421758	10/25/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	185.97
1011	421758	10/25/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORM L. LOMELI	0.00	221.12
1011	421758	10/25/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	22.10
1011	421758	10/25/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	20.00
1011	421758	10/25/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	279.50
1011	421758	10/25/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	342.02
1011	421758	10/25/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	894.93
TOTAL CHECK							0.00	1,965.64
1011	421759	10/25/23	00000185	LANGUAGE LINE SERVICES,	650302	INTERPRETATION/SEP-23	0.00	0.94
1011	421760	10/25/23	10013192	LEE, YOUNG CHU	52	UB REFUND	0.00	24.62
1011	421761	10/25/23	10012811	THE LEW EDWARDS GROUP	632110	LEG PROF FEES/SEPT-23	0.00	6,500.00
1011	421762	10/25/23	00001657	LIEBERT CASSIDY WHITMORE	121110	GENERAL	0.00	826.00
1011	421763	10/25/23	10013218	JOSEPH LOPEZ	11	REF DEPOSIT#R8404	0.00	500.00
1011	421764	10/25/23	10001574	WENDY JEAN LOVELESS	275120	PIYO/FALL-2023	0.00	406.32
1011	421765	10/25/23	10013199	JOSEPH LOVETERE	651607	CNOA TRG 11/17-21/23	0.00	512.00
1011	421766	10/25/23	00000077	LU'S LIGHTHOUSE INC	171710	FUSES	0.00	81.59
1011	421767	10/25/23	10010678	MARLOW INNOVATIONS INC.	650605	AFR MO SUBS 1 MO	0.00	425.00
1011	421768	10/25/23	10009273	MCA DIRECT, LLC	731120	PLANNING COMMISSION MI	16.79	233.49
1011	421768	10/25/23	10009273	MCA DIRECT, LLC	731120	FREIGHT	0.00	27.96
TOTAL CHECK							16.79	261.45
1011	421769	10/25/23	10013207	LAURA MENDEZ	11	REF/DEPOSIT#R7328	0.00	1,000.00
1011	421770	10/25/23	10005279	MERCHANTS LANDSCAPE SERV	660241	METRO LNDSCP/SEPT-23	0.00	4,442.00
1011	421770	10/25/23	10005279	MERCHANTS LANDSCAPE SERV	860810	CITY LANDSCP/SEPT-23	0.00	64,558.00
TOTAL CHECK							0.00	69,000.00
1011	421771	10/25/23	10009226	MERCY HOUSE LIVING CENTE	732092	REIMB QTR-1	0.00	5,955.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421772	10/25/23	00003714	METRO FLUID CONNECTORS I	352363	CL2 PUMP REPAIR	0.00	61.15
1011	421773	10/25/23	00000086	MICROFLEX CORP/ANSELL HE	11	GLOVE LATEX EXAM LARGE	250.48	3,482.23
1011	421773	10/25/23	00000086	MICROFLEX CORP/ANSELL HE	11	GLOVE LATEX EXAM X-LAR	250.46	3,482.21
TOTAL CHECK							500.94	6,964.44
1011	421774	10/25/23	10005546	MID CITY'S ELECTRIC, INC	170670	INSTALL NEW LIGHT POLE	0.00	5,915.00
1011	421774	10/25/23	10005546	MID CITY'S ELECTRIC, INC	170670	REPLACE THE OTHER (6)	0.00	8,310.00
TOTAL CHECK							0.00	14,225.00
1011	421775	10/25/23	10012825	MIKE PRLICH AND SONS, IN	52	PMT#3/FINAL RET.	0.00	-4,137.50
1011	421775	10/25/23	10012825	MIKE PRLICH AND SONS, IN	490034	SEWER FINAL/AUG-23	0.00	82,750.00
TOTAL CHECK							0.00	78,612.50
1011	421776	10/25/23	10012825	MIKE PRLICH AND SONS, IN	52	SEWER UPSIZE/RET.	0.00	23,030.00
1011	421777	10/25/23	10001962	MITSUBISHI ELECTRIC & EL	170670	ELEVATOR MAINT	0.00	416.94
1011	421778	10/25/23	10004764	TIFFANEY DANIELLE MORENO	275120	YOGA/ZUMBA/FALL-23	0.00	1,097.25
1011	421779	10/25/23	10008235	MOTOROLA SOLUTIONS, INC.	650303	1 YEAR RENEWAL: HPE; V	0.00	6,171.28
1011	421780	10/25/23	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/SEP-23	0.00	245,239.22
1011	421781	10/25/23	10007737	OSCAR MUNOZ	651607	CNOA TRG 11/17-21/23	0.00	512.00
1011	421782	10/25/23	10013215	CHRISTINE NARSHALL	875805	REF DEPOSIT#R9049	0.00	105.00
1011	421782	10/25/23	10013215	CHRISTINE NARSHALL	11	REF DEPOSIT#R9049	0.00	500.00
TOTAL CHECK							0.00	605.00
1011	421783	10/25/23	10007195	72 HOUR LLC	171710	REPL LOST CK#420673	0.00	56,944.95
1011	421784	10/25/23	10013175	NOURI, HASNA	52	UB REFUND	0.00	73.07
1011	421785	10/25/23	10005163	OCEAN BREEZE PACIFIC, LL	275305	EHLERS LINEN SERVICE	0.00	328.63
1011	421785	10/25/23	10005163	OCEAN BREEZE PACIFIC, LL	275405	BPCC LINENS	0.00	551.18
TOTAL CHECK							0.00	879.81
1011	421786	10/25/23	00000796	DIRK O'DETTE	651607	CNOA TRG 11/17-21/23	0.00	512.00
1011	421787	10/25/23	00000099	OFFICE DEPOT, INC.	11	PAPER XEROX WHITE 20#	139.47	1,939.07
1011	421788	10/25/23	10009436	RYAN OLDHAM	290157	PEAK PARK ADA/OCT-23	0.00	4,110.00
1011	421789	10/25/23	10009269	ONEOC	732083	REIMB QTR-1	0.00	2,336.22
1011	421790	10/25/23	00007482	ORANGE COUNTY SANITATION	11	CONNECTION FEE/SEP-23	0.00	17,151.67
1011	421791	10/25/23	10013223	JOSE VACA ORTIZ	107420	CLAIM#23-27	0.00	6,826.34
1011	421792	10/25/23	10013222	ITZEL ORTIZ-GOPAR	11	REF DEPOSIT#R9083	0.00	500.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421793	10/25/23	10013208	UNGATEA PALEI	11	REF/DEPOSIT#R9025	0.00	500.00
1011	421794	10/25/23	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	286.74
1011	421795	10/25/23	10013191	PARK, ARTHUR H	52	UB REFUND	0.00	22.95
1011	421796	10/25/23	10013206	PAYMENTUS CORPORATION	11	PH IVR/CC MERCH/SEP23	0.00	1,731.65
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275130	PNO/Y.RIVERA	0.00	9.12
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/VANSICKLE	0.00	18.71
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/VANSICKLE	0.00	22.07
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/J.SALDANA	0.00	23.72
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/C.SANCHEZ	0.00	30.29
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275130	PNO-A.MAGANA OCT-23	0.00	34.96
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/VANSICKLE	0.00	36.62
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275210	HALLOW CRFT/M.SAUCEDA	0.00	37.03
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/VANSICKLE	0.00	37.64
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275135	YT SPORTS/A.ALVARADO	0.00	37.64
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/VANSICKLE	0.00	42.00
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/VANSICKLE	0.00	45.78
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/H.NUNEZ	0.00	47.77
1011	421797	10/25/23	00005145	PETTY CASH/COMMUNITY SER	275130	AFTER SCHOOL/A.MAGANA	0.00	48.30
TOTAL CHECK							0.00	471.65
1011	421798	10/25/23	00007516	PHOENIX GROUP INFORMATIO	631140	ADM.CITATION/AUG-23	0.00	477.59
1011	421798	10/25/23	00007516	PHOENIX GROUP INFORMATIO	631140	ADM.CITATION/AUG-23	0.00	2,452.36
TOTAL CHECK							0.00	2,929.95
1011	421799	10/25/23	10006112	PREMIER CHEVROLET OF BUE	171710	AUTO PARTS	0.00	401.78
1011	421800	10/25/23	10012855	PROACTIVE WORK HEALTH SE	121110	PRE-EMP PHYS/SEP-23	0.00	2,012.00
1011	421801	10/25/23	10013225	QUILL & ARROW, LLP	107420	CLAIM SETTLEMENT	0.00	31,000.00
1011	421802	10/25/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	48.48
1011	421802	10/25/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	48.48
1011	421802	10/25/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	96.97
1011	421802	10/25/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	59.26
1011	421802	10/25/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	145.46
1011	421802	10/25/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	193.95
TOTAL CHECK							0.00	592.60
1011	421803	10/25/23	10008303	R.W.B. PARTY PROPS, INC.	275210	PROPS/COP/GOBLINS	0.00	2,434.07
1011	421804	10/25/23	00001348	MULTI SERVICE TECHNOLOGY	731180	A LESTER SAFETY SHOES	0.00	249.93
1011	421804	10/25/23	00001348	MULTI SERVICE TECHNOLOGY	170670	A GONZALEZ SAFETY SHO	0.00	250.00
1011	421804	10/25/23	00001348	MULTI SERVICE TECHNOLOGY	560210	J MYLLES SAFETY SHOES	0.00	250.00
TOTAL CHECK							0.00	749.93
1011	421805	10/25/23	00000113	DMJ AND ASSOCIATES, INC.	860810	FIELD PREP SUPPLIES	0.00	96.79

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421806	10/25/23	10013201	RHEE, JOHN	52	UB REFUND	0.00	51.27
1011	421807	10/25/23	10012780	REBECCA ROBINS	995100	CREATE VIDEOS/OCT-23	0.00	1,249.65
1011	421808	10/25/23	00000748	ROSEBURROUGH TOOL INC	560640	SUPPLIES	0.00	171.73
1011	421809	10/25/23	10013210	DONNA SAGAIDORO	11	REF DEPOSIT#R8151	0.00	500.00
1011	421810	10/25/23	10013134	TOALUA SAMATUA	275140	REF/SHELTER #R9157	0.00	110.00
1011	421811	10/25/23	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL YARD	0.00	25,553.33
1011	421811	10/25/23	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL PD	0.00	25,569.22
TOTAL CHECK							0.00	51,122.55
1011	421812	10/25/23	00008623	NADIA SEMAAN	650208	CCPOA TRG 9/18-21/23	0.00	1,038.20
1011	421813	10/25/23	10011504	SHOETERIA, INC.	352363	J SANCHEZ SAFETY SHOE	0.00	250.00
1011	421814	10/25/23	10009505	SHRED-IT, INC. USA	650302	SHREDDING	0.00	655.56
1011	421815	10/25/23	00000125	SMART & FINAL	275130	PNO EHLERS	0.00	88.49
1011	421815	10/25/23	00000125	SMART & FINAL	106119	SILVERADO SUPPLIES	0.00	104.94
1011	421815	10/25/23	00000125	SMART & FINAL	106119	SILVERADO SUPPLIES	0.00	119.94
1011	421815	10/25/23	00000125	SMART & FINAL	11	BPGTC	0.00	166.38
1011	421815	10/25/23	00000125	SMART & FINAL	275160	PNO SNACKS	0.00	79.52
1011	421815	10/25/23	00000125	SMART & FINAL	275315	SENIOR DANCE SUPPLIES	0.00	61.88
TOTAL CHECK							0.00	621.15
1011	421816	10/25/23	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,144.26
1011	421816	10/25/23	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,101.16
TOTAL CHECK							0.00	2,245.42
1011	421817	10/25/23	10007765	SUSAN SONNE	101101	CAL CITIES EXPENSE	0.00	68.93
1011	421818	10/25/23	10013217	JESUS SORIA JR	11	REF DEPOSIT#R7997	0.00	500.00
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	7611 BEACH/SEPT-23	0.00	26.22
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	8081 ORANGETHO/SEP-23	0.00	39.69
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7051 PAGE/SEPT-23	0.00	88.81
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	6660 BEACH/SEPT-23	0.00	5,321.88
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7006 ARTESIA/SEPT-23	0.00	12.45
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	8970 KNOTT/SEPT-23	0.00	35.92
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	7501 8TH/SEPT-23	0.00	42.52
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6680 KNOTT/SEPT-23	0.00	95.18
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6410 AUTO CTR/SEP-23	0.00	125.45
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	7700 WESTERN/SEPT-23	0.00	191.33
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	352510	5860 DALE PMP/SEPT-23	0.00	389.35
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	6603 BEACH/SEPT-23	0.00	879.97
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	5755 CRESCENT/SEPT-23	0.00	8,659.36
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	6955 ARAGON/SEPT-23	0.00	14,336.98
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	5600 MALVERN/SEPT-23	0.00	955.79
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	8111 COMNWLTH/SEP-23	0.00	3.17

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	660241	8400 LAKEKNOLL/SEP-23	0.00	2,516.09
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6190 AUTO CTR/SEPT-23	0.00	87.00
1011	421819	10/25/23	00000226	SOUTHERN CALIFORNIA EDIS	352510	7520 DALE PMP SEPT-23	0.00	36,489.85
TOTAL CHECK							0.00	70,297.01
1011	421820	10/25/23	00000336	SOUTHERN CALIFORNIA EDIS	290153	PEDESTAL SCE TRAIL	0.00	1,801.08
1011	421821	10/25/23	00000126	SPARKLETTS WATER	170670	BOTTLED WATER SVC	0.00	1,250.28
1011	421822	10/25/23	00010296	SPECIALIZED ELEVATOR SER	660241	ELEVATOR MAINT	0.00	552.32
1011	421822	10/25/23	00010296	SPECIALIZED ELEVATOR SER	660241	ELEVATOR MAINT	0.00	552.32
TOTAL CHECK							0.00	1,104.64
1011	421823	10/25/23	00010381	SPOK INC	860810	CELL PHONES	0.00	7.40
1011	421823	10/25/23	00010381	SPOK INC	275305	CELL PHONES	0.00	7.40
1011	421823	10/25/23	00010381	SPOK INC	352363	CELL PHONES	0.00	50.33
TOTAL CHECK							0.00	65.13
1011	421824	10/25/23	00001085	STAPLES CONTRACT & COMME	121135	OFFICE SUPPLIES	0.00	7.43
1011	421824	10/25/23	00001085	STAPLES CONTRACT & COMME	121110	OFFICE SUPPLIES	0.00	30.75
1011	421824	10/25/23	00001085	STAPLES CONTRACT & COMME	650604	OFFICE SUPPLIES	0.00	22.02
1011	421824	10/25/23	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	54.23
1011	421824	10/25/23	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	175.10
1011	421824	10/25/23	00001085	STAPLES CONTRACT & COMME	650208	OFFICE SUPPLIES	0.00	239.38
1011	421824	10/25/23	00001085	STAPLES CONTRACT & COMME	121135	OFFICE SUPPLIES	0.00	326.25
1011	421824	10/25/23	00001085	STAPLES CONTRACT & COMME	631140	OFFICE SUPPLIES	0.00	2.43
1011	421824	10/25/23	00001085	STAPLES CONTRACT & COMME	731120	OFFICE SUPPLIES	0.00	11.41
1011	421824	10/25/23	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	29.80
1011	421824	10/25/23	00001085	STAPLES CONTRACT & COMME	650208	OFFICE SUPPLIES	0.00	46.54
TOTAL CHECK							0.00	945.34
1011	421825	10/25/23	10009023	TIRE HUB, LLC	171710	TIRES	0.00	429.90
1011	421825	10/25/23	10009023	TIRE HUB, LLC	171710	TIRES	0.00	799.10
TOTAL CHECK							0.00	1,229.00
1011	421826	10/25/23	00004212	TOWNSEND PUBLIC AFFAIRS	352267	LOBBYIST/OCT-23	0.00	2,018.75
1011	421826	10/25/23	00004212	TOWNSEND PUBLIC AFFAIRS	105105	LOBBYIST/OCT-23	0.00	6,056.25
TOTAL CHECK							0.00	8,075.00
1011	421827	10/25/23	00004212	TOWNSEND PUBLIC AFFAIRS	105105	GRT.WRITE/OCT-23	0.00	5,000.00
1011	421828	10/25/23	10009649	PROMANTEK INC.	121110	SUBS RENEWAL	0.00	21,023.00
1011	421829	10/25/23	10013204	COLLEEN LANIN-GROSSFIELD	995100	BLOGGER	0.00	6,674.52
1011	421830	10/25/23	00005445	TRI-SIGNAL INTEGRATION,	170670	ALARM REPAIR	0.00	500.00
1011	421831	10/25/23	10009554	TRUTH BE TOLD POLYGRAPH,	650105	1 PRE EMP POLY	0.00	250.00
1011	421832	10/25/23	10012511	TSG ENTERPRISES, INC	290153	SCE PHS-2 TRAIL/SEP23	0.00	647.50
1011	421832	10/25/23	10012511	TSG ENTERPRISES, INC	490034	SEWER MAINT/SEPT-23	0.00	370.00
1011	421832	10/25/23	10012511	TSG ENTERPRISES, INC	490010	SEWER MAINT/SEPT-23	0.00	592.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421832	10/25/23	10012511	TSG ENTERPRISES, INC	290150	WHITAKER PARK/SEPT-23	0.00	619.75
1011	421832	10/25/23	10012511	TSG ENTERPRISES, INC	290157	ADA IMPROVE/SEPT-23	0.00	780.25
1011	421832	10/25/23	10012511	TSG ENTERPRISES, INC	590181	ORANGETHORPE/SEP-23	0.00	780.25
TOTAL CHECK							0.00	3,789.75
1011	421833	10/25/23	10006255	TUCKFIELD & ASSOCIATES,	396829	WTR/WASTE SDY/JUNE-23	0.00	3,171.88
1011	421833	10/25/23	10006255	TUCKFIELD & ASSOCIATES,	396829	WTR/WASTE SDY/JULY-23	0.00	3,171.87
TOTAL CHECK							0.00	6,343.75
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	T-BLDG WKSHP/GEYER	0.00	-1,357.13
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650303	SSL CERT RENEW/AVEREL	0.00	-899.98
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	RET/TRG CART/DIERINGE	0.00	-81.25
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	CR.FLY SAC/AHN/LOPEZ	0.00	-47.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	REF/SNACK/JIMENEZ	0.00	-39.29
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	AMAZON REF/LOPEZ	0.00	-30.16
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	CR:USPS DIEZ	0.00	-2.15
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	126152	WATER IVR TEST/HYUN	0.00	0.01
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER/CAL TRVL/COPPING	0.00	1.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER/CAL TRVL/COPPING	0.00	1.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	121110	MOODOODNTS/POLRCRT/RV	0.00	5.51
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	ICE TEM WKSHP/NUNES	0.00	6.47
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	121110	2 SNDWICH/H.FAIR/KERN	0.00	8.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	PEPSI/SONNE/JIMENEZ	0.00	8.14
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	121110	PORTOS/SRPLANNER/RV	0.00	8.88
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	632110	PK/HUD TRG/LA/DHAUW	0.00	9.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	632110	PK/HUD TRG/LA/DHAUW	0.00	9.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	632110	PK/HUD TRG/LA/DHAUW	0.00	9.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER/CAL TRVL/COPPING	0.00	9.92
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	PK CARLSBD/DIERINGER	0.00	10.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	PK/CARLSBD/DIERINGER	0.00	10.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	P/L FEE WKSHP/GEYER	0.00	10.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	PARKING/CARLBAD/NUNES	0.00	10.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	121110	PORTOS/HMLSSCSMGR/RV	0.00	10.50
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER/CAL TRVL/COPPING	0.00	10.91
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275205	SPOTIFY/SANCHEZ	0.00	10.99
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	LUNCH/CAL TRVL/COPPIN	0.00	11.01
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	DINNING/JIMENEZ	0.00	11.15
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	121110	STATRBRO/WTRLSSSPC/RV	0.00	11.98
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	LYFT/CAL-CITIES/NUNES	0.00	11.99
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	DROPBX ACCT/BADILLO	0.00	11.99
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	CULTUREFEST/VANSICKLE	0.00	12.80
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER/CAL TRVL/COPPING	0.00	12.92
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER/CAL TRVL/COPPING	0.00	12.99
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	TTC PARKING/BADILLO	0.00	13.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	TTC PARKING/BADILLO	0.00	13.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	TTC PARKING/BADILLO	0.00	13.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	TTC PARKING/BADILLO	0.00	13.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	UBER/CAL-CITIES/NUNES	0.00	13.93
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	UBER/CAL-CITIES/NUNES	0.00	14.95
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER/CAL TRVL/COPPING	0.00	14.96
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	FLY/SAC CASTANE/LOPEZ	0.00	15.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	NETWK LUN/TRAUT/LOPEZ	0.00	15.00

SELECTION CRITERIA: transact.trans_date between '20231021 00:00:00.000' and '20231025 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	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	452410	MEAL BRK OT/MOORE	0.00	101.20
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	452410	MEAL/MALV/DALE/MOORE	0.00	101.27
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	MATADOR COSTU/SANCHEZ	0.00	104.53
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650405	DOG FOOD/WILLIAMS	0.00	113.01
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650303	NETWRK SWIT/MIKIEWICZ	0.00	113.10
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	126143	PC MEM MOD/MIKIEWICZ	0.00	113.10
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	CULTURE DECOR/DAVIS	0.00	115.97
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	452410	WATER DESSERT/MOORE	0.00	120.05
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275305	FAIR DECOR/HURTADO	0.00	133.21
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	CAL CITIES/LUN/FRANCE	0.00	137.77
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	FLY/GO WEST/COPPING	0.00	143.98
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	GANG CF 3 /WILLIAMS	0.00	153.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	860810	GALAXY SCR PR/LIBUNAO	0.00	153.54
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	731120	WL MASTER CLS/MESHRAM	0.00	154.93
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	121110	LAHUASTC/SRPLANNER/RV	0.00	158.35
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	170670	PD WTR DISPEN/LIBUNAO	0.00	161.61
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	2 TRAIN CART/DIERINGE	0.00	162.50
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	121110	RCKBRWS/WTRLSSSPC/RV	0.00	165.48
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	SEAT TRK FORD/MACIAS	0.00	175.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	BROADCAST STAY/DIEZ	0.00	181.58
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	BROADCAST STAY/DIEZ	0.00	181.58
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	BROADCAST STAY/DIEZ	0.00	181.58
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	QR CODES SUBS/COPPING	0.00	191.88
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	FLIGHT/SONNE/JIMENEZ	0.00	202.91
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	170670	INSECT TRAPS/LIBUNAO	0.00	205.04
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	CALCHF APR DEPO/NGUYE	0.00	205.94
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DINNER/LOPEZ	0.00	222.49
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	CALCHF JUN DEPO/NGUYE	0.00	226.29
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	731150	BLD DESING BK/COLES-G	0.00	231.77
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650303	PORT CBLS/MIKIEWICZ	0.00	237.73
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	126152	ONLINE WTR GTWY/HYUN	0.00	239.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	121110	DNTEXP/BENEFTSFAIR/RV	0.00	245.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	GALA /J.AHN/LOPEZ	0.00	250.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	CCAC MBRSHP/LOPEZ	0.00	250.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	731150	CODE ENG TRG/MESHRAM	0.00	250.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	GALA SONNE/LOPEZ	0.00	250.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	CAL CITIES LUN/FRANCE	0.00	251.66
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	105105	REG/AARON/GALA/MEDINA	0.00	258.75
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	651607	VESTS/DIERINGER	0.00	324.92
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	BLOGGERS STAY/DIEZ	0.00	340.32
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	WRITER STAY/DIEZ	0.00	340.32
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	WRITER STAY/DIEZ	0.00	340.32
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	WRITER STAY/DIEZ	0.00	340.32
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	170670	WTR HEATER PT/LIBUNAO	0.00	348.35
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	560211	SIGN/ASPHALT/PORTER	0.00	358.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	DELUXE CHAIR/GUERRA	0.00	358.04
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275160	NINTENDO & SWT/KURATA	0.00	374.42
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	SOC MEDIA SCHEDU/DIEZ	0.00	400.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	352363	MEAL BREAK/MCGEE	0.00	403.85
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	BLOGGER STAY/DIEZ	0.00	441.96
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	EXCURSION TICKETS/BOX	0.00	450.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	TICKETS/EXCUR/SAUCEDA	0.00	450.00

SELECTION CRITERIA: transact.trans_date between '20231021 00:00:00.000' and '20231025 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	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	TICKETS/EXCUR/SAUCEDA	0.00	450.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	EMAIL MKT SUBS/DIEZ	0.00	453.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	GALA TRAUT/BADILLO	0.00	500.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	121110	SMSCLB/OPENENRLMNT/RV	0.00	506.22
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	DIN/21 STAF TBW/NUNES	0.00	652.28
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	CAL CHIEF TRG/NGUYEN	0.00	695.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	CAL CHIEFS/NGUYEN	0.00	695.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	MOPAR/WITECH/SUB/HUNT	0.00	800.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	290150	STORM WTR/APP/MIKHAEL	0.00	1,016.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	490010	SEWER PIPE/COLES-GUZM	0.00	1,031.51
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	560231	SIGN SHP SUPL/COLES-G	0.00	1,075.05
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	REG/OUTLOOK/COPPING	0.00	1,698.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	NTWK LUN/CASTAN/LOPEZ	0.00	15.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	NTWK LUN/AHN/LOPEZ	0.00	15.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	631140	ANTENNAE/MESHRAM	0.00	15.27
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650303	CHARGER/CABL/NGUYEN	0.00	15.51
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	UBER/CAL-CITIES/NUNES	0.00	15.92
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	ZOOM ACCT/JIMEMEZ	0.00	15.99
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	ZOOM ACCT/GUERRA	0.00	15.99
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	160105	ZOOM ACCT/MIKHAEL	0.00	15.99
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650303	ZOOM ACCT/NGUYEN	0.00	15.99
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/SALAZA	0.00	16.13
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	126143	ETHERNET CRD/MIKIEWIC	0.00	16.15
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	LYFT/COPPING	0.00	16.55
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SNACK/GUERRA	0.00	16.99
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	121110	PORTOS/MAINTASST/RV	0.00	17.29
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	TBL CLOTH CLEAN/PINO	0.00	18.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	G-SUITE/COPPING	0.00	18.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TR MOTOR/JOHNSON	0.00	19.30
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275160	GYM PICKLEBAL/SANCHEZ	0.00	19.74
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275140	GARDEN STKS/SANCHEZ	0.00	19.80
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER/CAL TRVL/COPPING	0.00	19.89
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	FLY CHECK IN/COPPING	0.00	20.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TR MOTOR/JOHNSON	0.00	20.50
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	452410	MALVERN/DALE/MOORE	0.00	20.89
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	731120	REFRESHMNTS/MESHRAM	0.00	21.60
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	452410	DRINK/MALV/DALE/MOORE	0.00	21.68
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	BRKFST/DBLTREE/NUNES	0.00	22.85
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TR MOTOR/JOHNSON	0.00	23.19
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TR MOTOR/JOHNSON	0.00	24.28
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	631140	DUST COVER/MESHRAM	0.00	24.56
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650303	SCANER ROLL/MIKIEWICZ	0.00	24.76
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275305	RES FAIR PRIZE/NORIEG	0.00	25.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	25.17
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275140	DECALS/SANCHEZ	0.00	25.74
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275160	TRIPOD/SANCHEZ	0.00	25.84
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/RICE	0.00	26.40
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL/SNACKS/JIMENEZ	0.00	26.46
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	121110	SMSCLB/BENEFTSFAIR/RV	0.00	26.56
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/JOHNSO	0.00	26.68
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TR MOTOR/JOHNSON	0.00	26.88
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	CITY CLK SUPL/GUERRA	0.00	26.91

SELECTION CRITERIA: transact.trans_date between '20231021 00:00:00.000' and '20231025 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	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	290150	ST.BRD SVC FEE/MIKHAE	0.00	26.92
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650302	LABEL REPLACE/GEYER	0.00	26.93
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	732044	HOMELESS/SHOES/NIELSE	0.00	26.94
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	COUCIL DESSERT/LOPEZ	0.00	26.98
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	732044	LYFT RIDE CDBG/NIELSE	0.00	26.99
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TR MOTOR/JOHNSON	0.00	27.32
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/RICE	0.00	27.41
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/RICE	0.00	27.65
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/RICE	0.00	28.15
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/RICE	0.00	29.98
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	105105	ADOBE MO SUB/MEDINA	0.00	29.99
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	105105	NOCC LUNCH/MEDINA	0.00	30.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/RICE	0.00	31.23
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TR MOTOR/JOHNSON	0.00	31.25
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/RICE	0.00	31.71
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	31.81
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	32.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/RICE	0.00	32.30
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	CITY CLK SUPL/JIMENEZ	0.00	32.74
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275305	FAIR DECOR/HURTADO	0.00	33.25
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	33.33
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/RICE	0.00	33.42
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	170670	INSECT TRAPS/LIBUNAO	0.00	33.71
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/RICE	0.00	33.86
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TR MOTOR/JOHNSON	0.00	34.19
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275145	VEH WIPES/SANCHEZ	0.00	34.49
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TR MOTOR/JOHNSON	0.00	34.76
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	CM CAR WASH/FRANCE	0.00	35.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	UBER/CAL-CITIES/NUNES	0.00	35.30
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/RICE	0.00	35.54
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	452410	DRINK/MALV/DALE/MOORE	0.00	36.04
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/RICE	0.00	36.15
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275145	PICNIC RES/VANSICKLE	0.00	37.28
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	CULTURE SUPL/HURTADO	0.00	37.71
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	38.01
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	CULTUREFEST/VANSICKLE	0.00	39.04
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SNACK/JIMENEZ	0.00	39.29
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	CULTUREFEST/VANSICKLE	0.00	39.48
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	CAL CITIES LUN/FRANCE	0.00	41.29
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275140	INC.PURCHASE/VANSICKL	0.00	41.95
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	105105	LUNCH MT PORTO/FRANCE	0.00	43.06
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	352363	PIZZA/DRINKS/HUNT	0.00	45.46
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	CULTUREFEST/VANSICKLE	0.00	47.38
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	HOLIDAY DECOR/GUERRA	0.00	48.69
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275160	LAMINATING SH/SANCHEZ	0.00	49.28
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	452410	MEAL/MALV/DALE/MOORE	0.00	49.55
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TR MOTOR/JOHNSON	0.00	50.89
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	126143	ADOBE ACRO/MIKIEWICZ	0.00	51.87
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	732044	CLOTHES/HOMELES/NIELS	0.00	52.24
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	115110	CAL-CITIES LUN/FRANCE	0.00	53.41
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650101	CAL-CITIES/LUN/FRANCE	0.00	53.41
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	732044	HOMELES PANTS/NIELSEN	0.00	53.83

SELECTION CRITERIA: transact.trans_date between '20231021 00:00:00.000' and '20231025 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	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	TBL CLOTH CLEAN/PINO	0.00	54.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650303	DOCKING STA/MIKIEWICZ	0.00	54.14
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	ADOBE SUBS/COPPING	0.00	54.99
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	CULTURE/FLAGS/SAUCEDA	0.00	55.38
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275305	OFS SUPL/HURTADO	0.00	57.65
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650409	20' CONTAINER/WILLIAM	0.00	59.40
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	452410	MEAL/MALV/DALE/MOORE	0.00	61.28
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	TEAM BLD WKSHP/COTA	0.00	61.46
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	160105	OFS SUPL/MIKHAEL	0.00	61.72
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	352567	BARCO CLICKSHAR/HUNT	0.00	63.57
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	COP/GOBLIN/BOX	0.00	64.08
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	FLY SAC/BROWN/LOPEZ	0.00	65.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	FLY SAC C.BROWN/LOPEZ	0.00	65.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275160	NINTENDO GAMES/KURATA	0.00	65.10
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	105105	CAL CITIES LUN/FRANCE	0.00	67.29
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	TBL CLOTH CLEAN/PINO	0.00	72.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275305	RES.FAIR PRIZE/NORIEG	0.00	75.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	TAXI/LEAG CA/JIMENEZ	0.00	75.60
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	452410	MEAL MALV/DALE/MOORE	0.00	76.86
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275160	NINTENDO SWIT/KURATA	0.00	77.54
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SNACK/GUERRA	0.00	80.04
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SNACK/GUERRA	0.00	83.69
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275105	OFS SUPL/BOX	0.00	84.68
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650302	CARDSTOCK/COTA	0.00	86.98
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	650208	LEGAL UPDATE/DIERINGE	0.00	90.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	ART EXHIBIT ITM/DAVIS	0.00	90.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	121110	LAHUASTC/POLRCRT/RV	0.00	90.66
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275105	OFS SUPL/BOX	0.00	91.73
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275210	CULTURE/DECOR/DAVIS	0.00	92.15
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SNACK/GUERRA	0.00	95.39
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275160	GYM SUPL/SANCHEZ	0.00	96.82
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	631142	TOBACO AD/GRT/FEWER	0.00	97.98
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	106117	FLY GO WEST /COPPING	0.00	98.90
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	170670	MOSQUITO ZAP/LIBUNAO	0.00	99.97
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	275305	OKTOBER/DEPOS/DAVIS	0.00	100.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SNACK/GUERRA	0.00	59.81
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	NTWK LUN/JIMENEZ/LOPE	0.00	15.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	NTWK LUN/BROWN/LOPEZ	0.00	15.00
1011	421845	10/25/23	00010474	U.S.BANK CORPORATE PAYME	101101	NTWK LUN/SONNE/LOPEZ	0.00	15.00
TOTAL CHECK							0.00	25,117.49
1011	421846	10/25/23	10012324	ULTRASYSTEMS ENVIRONMENT	11	MND-22-2,7101	0.00	3,387.50
1011	421847	10/25/23	00000416	UNDERGROUND SVC.ALERT/SC	352363	DIG ALERT BOARD	0.00	87.50
1011	421847	10/25/23	00000416	UNDERGROUND SVC.ALERT/SC	352363	DIG ALERT TICKETS	0.00	258.50
TOTAL CHECK							0.00	346.00
1011	421848	10/25/23	00000524	UNITED STATES POSTMASTER	105105	PMT#196/BP TODAY	0.00	5,000.00
1011	421849	10/25/23	10012924	URBAN HABITAT	290150	WHITAKER PARK/SEP-23	0.00	338,860.74
1011	421849	10/25/23	10012924	URBAN HABITAT	32	PMT#3 RET.	0.00	-16,943.04
TOTAL CHECK							0.00	321,917.70

SELECTION CRITERIA: transact.trans_date between '20231021 00:00:00.000' and '20231025 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	421850	10/25/23	10013224	URGENTMED URGENT CARE	107410	JENNY RANGEL COVID TS	0.00	95.00
1011	421851	10/25/23	10006634	VAN DE POL ENTERPRISES,	171710	OIL	0.00	3,397.89
1011	421852	10/25/23	10009230	VERIZON BUSINESS	170670	4123237 X26 SEP-23	0.00	866.56
1011	421853	10/25/23	10002032	VERIZON WIRELESS	170670	54202108400001 SEP-23	0.00	1,335.42
1011	421853	10/25/23	10002032	VERIZON WIRELESS	860810	54202108400001 SEP-23	0.00	2,800.00
TOTAL CHECK							0.00	4,135.42
1011	421854	10/25/23	10013198	DANJUMA VINCENT	731120	REF.SITE PLN#SP-23-10	0.00	1,215.00
1011	421855	10/25/23	00000986	VISTA PAINT CORP	860815	#010220005 COVERALL EX	237.38	3,300.38
1011	421855	10/25/23	00000986	VISTA PAINT CORP	860815	PAINTCARE RECYCLE FEE	3.49	48.49
TOTAL CHECK							240.87	3,348.87
1011	421856	10/25/23	10008881	VOHNE LICHE KENNELS, INC	650405	MO MT TRG/SEPT-23	0.00	400.00
1011	421857	10/25/23	00000138	VULCAN MATERIALS, INC.	560211	ASPHALT	0.00	478.69
1011	421858	10/25/23	10003553	WALEX PRODUCTS INC	11	PORTA-PAK TANK DEODORI	30.93	354.18
1011	421858	10/25/23	10003553	WALEX PRODUCTS INC	11	SHIPPING	0.00	75.72
TOTAL CHECK							30.93	429.90
1011	421859	10/25/23	00000142	WAXIE SANITARY SUPPLY, I	860810	850877 WAXIE CLEAN & S	38.36	533.36
1011	421860	10/25/23	00000141	WEST COAST ARBORISTS INC	560641	TREE PRUNE/SEPT-23	0.00	1,200.00
1011	421861	10/25/23	00000140	WEST COAST SAND & GRAVEL	352363	BASE FOR BACKFLOW	0.00	623.80
1011	421862	10/25/23	10007428	WINDSTREAM HOLDINGS INC.	170670	WINDSTREAM	0.00	222.23
1011	421863	10/25/23	10002036	WRIGHTS LABOR SERVICES	126128	HIP-202308 CASTILLO	0.00	1,785.37
1011	421864	10/25/23	10009222	XEROX CORPORATION	275305	COPIER LEASE/OCT-23	0.00	5.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	731120	COPIER LEASE/OCT-23	0.00	53.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	731150	COPIER LEASE/OCT-23	0.00	53.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	631140	COPIER LEASE/OCT-23	0.00	53.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	998100	COPIER LEASE/OCT-23	0.00	54.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	732071	COPIER LEASE/OCT-23	0.00	56.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	997100	COPIER LEASE/OCT-23	0.00	134.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	352267	COPIER LEASE/OCT-23	0.00	136.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	115110	COPIER LEASE/OCT-23	0.00	200.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	121110	COPIER LEASE/OCT-23	0.00	210.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	275105	COPIER LEASE/OCT-23	0.00	220.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	126120	COPIER LEASE/OCT-23	0.00	240.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	160105	COPIER LEASE/OCT-23	0.00	337.00
1011	421864	10/25/23	10009222	XEROX CORPORATION	121135	COPIER LEASE/OCT-23	0.00	851.52
1011	421864	10/25/23	10009222	XEROX CORPORATION	650302	COPIER LEASE/OCT-23	0.00	890.52
TOTAL CHECK							0.00	3,493.04

SELECTION CRITERIA: transact.trans_date between '20231021 00:00:00.000' and '20231025 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	421865	10/25/23	10009222	XEROX CORPORATION	275305	COPIER-SEN. CTR	0.00	182.10
1011	421866	10/25/23	10006857	YARDLEY ORGILL CO., INC.	352363	STOCK	0.00	279.49
1011	421866	10/25/23	10006857	YARDLEY ORGILL CO., INC.	352363	HYDRANT REPAIR	0.00	2,669.54
1011	421866	10/25/23	10006857	YARDLEY ORGILL CO., INC.	352363	STOCK	0.00	371.58
TOTAL CHECK							0.00	3,320.61
TOTAL CASH ACCOUNT							1,601.26	1,974,141.61
TOTAL FUND							1,601.26	1,974,141.61
TOTAL REPORT							1,601.26	1,974,141.61

Voided Check Numbers	Date Printed
421633	10/25/2023
421634	
421635	
421737	
421834	
421835	
421836	
421837	
421838	
421839	
421840	
421841	
421842	
421843	
421844	

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $16,500.00 DEMAND NOS 421867 AND 421868 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 Nos. 421867 and 427868 the sum of $16,500.00 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 '20231026 00:00:00.000' and '20231102 00:00:00.000'
ACCOUNTING PERIOD: 5/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421867	11/02/23	10013234	FRANCISCO GONZALEZ	732043	.RT/ELIZABETH L.TOVAR	0.00	1,500.00
1011	421868	11/02/23	10013230	KACCOC FOUNDATION	632110	COMMUNITY SPONSORSHIP	0.00	15,000.00
TOTAL CASH ACCOUNT							0.00	16,500.00
TOTAL FUND							0.00	16,500.00
TOTAL REPORT							0.00	16,500.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $25,052.81 COVERING RETIREE PAYROLL ENDING SEPTEMBER 30, 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 $25,052.81, set forth on the 3-page register attached to this resolution and made a part here of have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 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='MGR'
ALL CHECKS

PAYRUN: MGR
DATE: 10/13/2023

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
367928	.00	9.00		BEVINS, RONALD	9413
367929	.00	9.00		CHESSEN, DONNA	9428
367930	.00	159.00		DENNY, JOHNNIE	9440
367931	.00	159.00		FAIRMAN, ERIC	9451
367932	.00	159.00		GONZALES, ROBERT	9461
367933	.00	9.00		HAMBY, PAUL	9466
367934	.00	159.00		JACKSON, GARY	9482
367935	.00	159.00		KIMERY, ERIC	9012
367936	.00	21.00		LONG, LINDA	9664
367937	.00	18.00		MACIS, NORMA	9504
367938	.00	9.00		MAYS, MARY	9677
367939	.00	159.00		MCCAY, DONALD	9517
367940	.00	49.00		REDDICK, SUZANNE	9655
367941	.00	49.00		ROBLES, AMPARO	9550
367942	.00	159.00		SCHWENGEL, LLOYD	9558
367943	.00	9.00		SIGLER, CAROL	9620
367944	.00	159.00		STEWARD, GREGORY	9572
367945	.00	159.00		TAYLOR, ROBERT	9576
367946	.00	21.00		TRUJILLO, FRANK	9663
367947	.00	157.00		TUTHILL, LOREN	9581
367948	.00	9.00		WINNER, SAMUEL	9589
V367949	21.00	.00		AGUIRRE, RICHARD	9624
V367950	2,457.14	.00		BANKS, TAMRA	9687
V367951	21.00	.00		BECKER, LLOYD	9409
V367952	157.00	.00		BERRY, STEVE	9682
V367953	605.21	.00		BISBING, KRISTOPHER	9675
V367954	159.00	.00		BORREGARD, MICHAEL	9416
V367955	159.00	.00		BRANUM, TERRY	9418
V367956	1,658.42	.00		CARNEY, PATRICK	9014
V367957	49.00	.00		CIAMPA, LISA	9429
V367958	157.00	.00		CISNEROS, RUDY	9625
V367959	49.00	.00		CLARK, LAURENCE	9430
V367960	49.00	.00		CLEMENTS, THOMAS	9431
V367961	314.00	.00		CONN, SANDRA	9676
V367962	49.00	.00		COX, BARBARA	9435
V367963	9.00	.00		CRISP, BEVERLY	9612
V367964	159.00	.00		DASCENZI, PHILLIP	9438
V367965	49.00	.00		DESOUCY, DOLORES	9441
V367966	159.00	.00		DIXON, JAMES	9442
V367967	159.00	.00		DOCK, HENRY	9443
V367968	9.00	.00		EERNISSE, NOLA	9448
V367969	157.00	.00		FONCECA, ARTHUR	9456
V367970	1,422.22	.00		FORSYTH, RICHARD	9680
V367971	159.00	.00		FROST, FRANK	9458
V367972	312.00	.00		HAINLEY, LAWRENCE	9651
V367973	180.00	.00		HENEIN, NABIL	9662
V367974	159.00	.00		HESTER, KATHLEEN	9627
V367975	159.00	.00		HICKEN, GARY	9475
V367976	269.00	.00		HOLGUIN, ALEXANDER	9604
V367977	159.00	.00		HORNUNG, EDISON	9479

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

V367978	157.00	.00	JACKSON, TERESA	9628
V367979	159.00	.00	JONES, MICHAEL	9656
V367980	49.00	.00	JONES, SHIRLEY	9486
V367981	157.00	.00	JONES, WILLIAM	9485
V367982	49.00	.00	KELLY, ANDREA	9661
V367983	49.00	.00	KERBAUGH, MARILYN	9654
V367984	159.00	.00	KIRBY, GEORGE	9488
V367985	49.00	.00	KIRK, BRET	9490
V367986	850.90	.00	KOHANEK, WILLIAM	9669
V367987	9.00	.00	KYLE, LESLIE	9493
V367988	159.00	.00	LININGER, RODNEY	9497
V367989	21.00	.00	LITCHFIELD, WILLIAM	9630
V367990	157.00	.00	LOEHR, LOTHAR	9499
V367991	1,656.42	.00	LOVCHIK, MICHAEL	9684
V367992	49.00	.00	LOWRY, MARILYN	9501
V367993	159.00	.00	LUCENTI, THOMAS	9502
V367994	49.00	.00	MALOUFF, JOSEPHINE	9505
V367995	159.00	.00	MANNING, BRUCE	9506
V367996	49.00	.00	MARTIN, GLORIA	9508
V367997	49.00	.00	MARTINEZ, DAVID	9649
V367998	159.00	.00	MARTINEZ, MANUEL	9667
V367999	159.00	.00	MCNEILLY, MICHAEL	9522
V368000	21.00	.00	MEALER, JAMES	9523
V368001	159.00	.00	MONSON, THOMAS	9638
V368002	312.00	.00	MOTE, ROBERT	9600
V368003	49.00	.00	NUNEZ, RICHARD	9674
V368004	1,809.06	.00	PELTON, GREGORY	9699
V368005	159.00	.00	PENA, RICHARD	9598
V368006	159.00	.00	POTTER, BRUCE	9541
V368007	159.00	.00	POWELL, ROGER	9672
V368008	157.00	.00	RILEY, MARGARET	9681
V368009	49.00	.00	ROGERS, REGINA	9631
V368010	49.00	.00	ROONEY, MARIAN	9622
V368011	159.00	.00	SANDERS, DARYL	9553
V368012	21.00	.00	SANDOVAL, SANTIAGO	9658
V368013	159.00	.00	SCHOALES, JAMES	9555
V368014	351.00	.00	SCHWARTZ, MICHAEL	9557
V368015	49.00	.00	SELLS, ROBIN	9659
V368016	269.00	.00	SHEA, KEVIN	9671
V368017	49.00	.00	SHEARN, WYNNETTE	9641
V368018	740.26	.00	SIANEZ, COREY	9690
V368019	159.00	.00	SWISHER, JOHN	9652
V368020	159.00	.00	SYLVESTER, DAVID	9574
V368021	21.00	.00	TEMPLETON, JOHN	9686
V368022	538.00	.00	VREDENBURGH, JOHN	9657
V368023	159.00	.00	WADELL, VERN	9584
V368024	687.04	.00	WARSINSKI, RICKY	9645
V368025	157.00	.00	WHITESIDE, JOHN	9668
V368026	49.00	.00	WHITLOCK, JOHN	9633
V368027	2,457.14	.00	WORRALL, GARY	9685
V368028	49.00	.00	WYMAN, GUADALUPE	9592

PAYRUN TOTAL
CHECK: 101 23,252.81 1,800.00

TOTAL

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

CHECKS:	101	23,252.81	1,800.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $966,612.76 COVERING REGULAR PAYROLL ENDING OCTOBER 13, 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 $966,612.76 set forth on this 8-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 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: checkhis.pay_run='MG2'
ALL CHECKS

PAYRUN: MG2
DATE: 10/20/2023

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
368029	.00	.00		GUTIERREZ, EVELYN	238
368030	.00	497.70		MARTIN, MICHAEL	381
V368031	1,139.05	.00		CABRERA, AMBER	248
V368032	4,062.46	.00		COPPING, SARA	951
V368033	1,041.74	.00		DIAZ, MICHELLE	419
V368034	2,450.27	.00		DIEZ, KARINA	169
V368035	2,052.73	.00		ENGLEBRECHT, BRIDGET	261
V368036	2,611.60	.00		FEWER, JESSICA	580
V368037	6,838.39	.00		FRANCE, AARON	1650
V368038	2,688.61	.00		MEDINA, YARETZA	8
V368039	769.70	.00		AHN, JOYCE	263
V368040	647.49	.00		BROWN, ARTHUR	655
V368041	723.49	.00		CASTANEDA, JOSE	277
V368042	741.75	.00		SONNE, SUSAN	5161
V368043	504.81	.00		TRAUT, CONNOR	5399
V368044	997.51	.00		AVITIA, LISA	114
V368045	2,697.16	.00		BADILLO, ANNA PATRICIA	168
V368046	1,759.22	.00		GUERRA, SARAH	1470
V368047	5,116.94	.00		JIMENEZ, ADRIA	2297
V368048	939.50	.00		KIRK, RALPH	384
V368049	2,367.94	.00		LOPEZ, ANGELICA	2928
V368050	4,416.87	.00		FENTON, EDWARD	1564
V368051	1,092.11	.00		GONZALEZ, JACQUELINE	157
V368052	1,750.69	.00		KERN, DONNA	2574
V368053	2,286.29	.00		PREVO, DOREKA	390
V368054	3,244.31	.00		VALDEZ, REBECCA	5490
V368055	1,651.38	.00		BUENROSTRO, PATRICIA	227
V368056	3,842.96	.00		GARCIA, ADRIAN	1700
V368057	1,094.77	.00		GLAVIN, BARBARA	1768
V368058	1,880.62	.00		HERNANDEZ, GLORIA	2092
V368059	6,320.80	.00		HYUN, SUNG	2248
V368060	2,009.03	.00		KIM, MIN	2584
V368061	1,966.72	.00		LOVEJOY, REBEKAH	76
V368062	2,349.98	.00		MENDOZA, MARIA	3293
V368063	798.52	.00		OZAKI, GRACE	3881
V368064	1,806.39	.00		PAK, TIMOTHY	3955
V368065	2,552.23	.00		PEREZ, JESSICA	4111
V368066	2,410.05	.00		TOMASSETTI, JEEVANI	5623
V368067	1,970.02	.00		TRAN, KRYSTLE	242
V368068	4,032.81	.00		AVERELL, MARK	272
V368069	2,295.18	.00		COLES-GUZMAN, MARY	950
V368070	1,941.66	.00		KENNEDY, SEAN	111
V368071	1,691.43	.00		BELTRAN, CINDY	467
V368072	854.98	.00		CARDENAS, MARGARET	336
V368073	2,916.37	.00		CULL, ROBERT	1012
V368074	2,608.12	.00		LESTER, ALEXANDER	2868
V368075	1,733.50	.00		MACIAS, JUDITH	2996
V368076	2,311.44	.00		MAYORQUIN, RAYMUNDO	221
V368077	2,689.97	.00		TART, ANDRE	5235
V368078	3,928.67	.00		CAMACHO, MARIO	731

SELECTION CRITERIA: checkhis.pay_run='MG2'
ALL CHECKS

V368079	603.68	.00	CASTANEDA, GUADALUPE	280
V368080	2,357.03	.00	CATALDO, JOHN	766
V368081	351.98	.00	CO, BRIANNA	424
V368082	851.10	.00	COHEN-DORON, JILL	841
V368083	1,990.27	.00	DAVIS-VALENTINE, SUZANNE	1085
V368084	2,358.72	.00	DE LA PAZ, TIANNA	297
V368085	5,994.41	.00	FOULKES, MATTHEW	9
V368086	3,446.87	.00	LUNA, HARALD	264
V368087	2,470.82	.00	MCALEESE, IAN	159
V368088	8,846.56	.00	MESHRAM, SWATI	3321
V368089	3,051.14	.00	NAVARRO, SANDRA	93
V368090	143.51	.00	SANCHEZ, VIVIANA	4616
V368091	2,512.74	.00	SANTOS, RUTH	4640
V368092	1,623.38	.00	TAE, RAY	5196
V368093	2,288.80	.00	ZAPIEN, ERNESTINE	5777
V368094	47.39	.00	CHOI, YONG	388
V368095	47.39	.00	DAVIS, MONIQUE	386
V368096	47.39	.00	DIEP, DEBORAH	1208
V368097	47.39	.00	JUDEH, MIRVAT	389
V368098	47.39	.00	PATINO ESCALONA, HECTOR	387
V368099	2,295.10	.00	ARDAIZ, LANA	190
V368100	3,174.49	.00	DHAUW, MELISSA	1170
V368101	2,798.20	.00	SUAREZ, SARABETH	5169
V368102	2,803.92	.00	YOON, JIWON	91
V368103	2,254.15	.00	COTA, LORRAINE	954
V368104	5,414.69	.00	GEYER, BRADLEY	1692
V368105	5,890.52	.00	HONG, ALEX	2130
V368106	3,133.07	.00	MARTINEZ, JESSICA	2936
V368107	5,632.41	.00	NGUYEN, NGHIA	3755
V368108	6,486.97	.00	NUNES, FRANK	3813
V368109	2,122.97	.00	CHARNES, LANCE	783
V368110	9,231.10	.00	DIERINGER, RYAN	1145
V368111	3,501.49	.00	JIMENEZ, ROBERT	352
V368112	2,602.39	.00	KIM, HYUN	328
V368113	2,689.91	.00	LAM, DAVID	2790
V368114	490.57	.00	LOVCHIK, MICHAEL	6
V368115	4,322.48	.00	MIKIEWICZ, SIMON	3360
V368116	341.28	.00	NOVOTNY, MARY	3705
V368117	2,466.95	.00	SEMAAN, NADIA	4740
V368118	7,977.64	.00	TOMSICK, MARTIN	5360
V368119	6,442.54	.00	WEAVER, CHAD	5577
V368120	2,387.11	.00	ALCALA, BRITTANY	58
V368121	2,654.71	.00	BARAJAS, MAYRA	357
V368122	1,441.99	.00	BARR, LISA	366
V368123	1,835.82	.00	BINYON, ERIC	506
V368124	4,347.04	.00	BRANDSTETTER, JAMES	629
V368125	3,093.61	.00	BUTH, CATHERINE	561
V368126	2,439.38	.00	CARPENTER, SCARLET	1663
V368127	883.14	.00	CONN, SANDRA	961
V368128	870.32	.00	DIERINGER, REGINA	1515
V368129	2,872.49	.00	ESCOBEDO, STACEY	1530
V368130	3,384.82	.00	ESQUETINI, MARIA	1536
V368131	748.34	.00	ESTRELLA, CARL JOSEPH	415
V368132	2,229.50	.00	HERNANDEZ, ISABELLA	112
V368133	3,289.54	.00	MAERKER, ELIZABETH	3017
V368134	2,863.25	.00	MCGRATH, CODY	3220

SELECTION CRITERIA: checkhis.pay_run='MG2'
ALL CHECKS

V368135	916.45	.00	MEONO, ROBIN	351
V368136	1,665.39	.00	MORALES MALDONADO, IVETT	3490
V368137	2,678.83	.00	PALMA CARDENAS, DIANA	3970
V368138	684.14	.00	RAMIREZ, ARIANNA	86
V368139	1,099.66	.00	RODRIGUEZ VILLA, YARELI	205
V368140	2,451.48	.00	SAUCEDA, CATHLEEN	4645
V368141	2,888.24	.00	SHERIFF, SAMANTHA	2096
V368142	3,246.74	.00	TANIGUCHI, MELISSA	5230
V368143	574.67	.00	VELLANOWETH, KRISTINE	217
V368144	2,109.45	.00	FIORE, KATE	1560
V368145	2,656.60	.00	FOX, CHARITY	1641
V368146	391.76	.00	KUHN, MICHELLE	2730
V368147	337.38	.00	KUHN, TARI	2747
V368148	2,169.91	.00	LARA, KARON	103
V368149	2,166.94	.00	MEDINA, IVONNE	222
V368150	2,898.53	.00	MENDIVEL, CHRISTINA	3299
V368151	2,015.12	.00	NGO, CATHERINE	3752
V368152	1,796.00	.00	PENDLETON, SUN	4080
V368153	1,620.61	.00	TENG, LING-FEI	2871
V368154	1,902.52	.00	UMLAH, AMBER	5435
V368155	5,008.63	.00	BATES, PATRICK	378
V368156	3,341.85	.00	BELTRAN, CHRISTINA	13
V368157	7,907.44	.00	BERNAL, DAVID	480
V368158	5,863.88	.00	BOURNE, CLIFFORD	5612
V368159	6,492.89	.00	BOYD, ROBERT	584
V368160	5,303.12	.00	BOYER, CAMERON	585
V368161	4,061.15	.00	BOYINGTON, DEVIN	594
V368162	3,443.53	.00	BURNETT, DEBORAH	110
V368163	4,302.93	.00	CAMPOS, LOLANI	728
V368164	4,159.61	.00	CARNEY, THOMAS	751
V368165	2,190.80	.00	CERDA, SERGIO	240
V368166	3,056.39	.00	CHAVEZ, ALEJANDRO	182
V368167	3,443.66	.00	CHAVEZ, ANTONY	246
V368168	5,271.66	.00	CHOI, JONATHON	827
V368169	3,919.50	.00	CHRISTIANSEN, ANDREW	97
V368170	2,158.07	.00	CURATOLA, ANTHONY	350
V368171	3,876.14	.00	DAVIS, JONATHAN	1083
V368172	2,847.80	.00	EK, CHRISTOPHER	1477
V368173	4,621.86	.00	ESCAMILLA, MARIO	1529
V368174	5,162.94	.00	FRANKLIN, KEVIN	1649
V368175	5,916.46	.00	GALOS, MICHAEL	1680
V368176	4,285.06	.00	GANO, KEVIN	1742
V368177	3,051.09	.00	GONZALEZ, LUIS	164
V368178	5,243.36	.00	GONZALEZ, OSCAR	1785
V368179	4,573.66	.00	HERST, RYAN	2102
V368180	1,875.62	.00	HOGAN, CHRISTIAN MICHAEL	138
V368181	5,563.64	.00	JIMENEZ, GUSTAVO	2285
V368182	5,502.93	.00	LEE, CONNOR	2861
V368183	6,964.82	.00	LEPE, SERGIO	2901
V368184	2,597.52	.00	LIRA, JOSEPH	133
V368185	3,516.57	.00	LOPEZ, GUILLERMO	2958
V368186	6,337.97	.00	LOVETERE, JOSEPH	2962
V368187	3,608.50	.00	MARTINEZ, JESUS	117
V368188	3,399.02	.00	MEDRANO, JULIAN	3223
V368189	3,515.41	.00	MOELLER, SARAH	3590
V368190	4,120.38	.00	MOON, DAVID	3479

SELECTION CRITERIA: checkhis.pay_run='MG2'
ALL CHECKS

V368191	5,390.43	.00	MUNOZ, OSCAR	3605
V368192	3,136.62	.00	MURILLO CASTRO, JULIAN	268
V368193	2,303.96	.00	NGUYEN, ANTHONY	258
V368194	7,762.35	.00	NYHUS, CHRISTOPHER	3808
V368195	7,549.35	.00	O'DETTE, DIRK	3823
V368196	4,253.04	.00	OH, WILLIAM	326
V368197	2,933.11	.00	PADILLA, VALERIE	108
V368198	6,381.85	.00	PINO, RICHARD	4171
V368199	5,353.83	.00	PROCEL, ANDY	4243
V368200	4,339.58	.00	RAMIREZ, ANGEL	4314
V368201	3,032.42	.00	RANGEL, PRISCILLA	4337
V368202	4,582.38	.00	REYES, HUGO	98
V368203	4,269.41	.00	RODRIGUEZ, CHRISTIAN	4476
V368204	3,185.48	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V368205	6,334.53	.00	RUBALCAVA, EFRAIN	4590
V368206	3,214.06	.00	TEWELL, MELISSA	5282
V368207	2,128.46	.00	TRAN, JENNIFER	9666
V368208	4,707.35	.00	TRAN, TUYET	5424
V368209	2,802.49	.00	TURNER, JERAMIAH	291
V368210	5,270.52	.00	VU, JEFFREY	5519
V368211	4,648.19	.00	WILLIAMS, JUDITH	5660
V368212	4,493.69	.00	YO, DANIEL	5752
V368213	6,714.31	.00	COLON, BOBBY	900
V368214	5,560.21	.00	JOHNSON, BRYAN	2300
V368215	1,948.49	.00	MAERTZ, DANA	3018
V368216	2,070.57	.00	RANGEL, JENNY	283
V368217	7,793.99	.00	RICE, JAMES	4408
V368218	4,970.80	.00	SALAZAR, RYAN	4626
V368219	6,041.70	.00	SHADDOW, JON-MICHAEL	4837
V368220	2,126.56	.00	SILVA, OSCAR	4886
V368221	1,806.93	.00	VAZQUEZ-CAMACHO, MARLENE	101
V368222	611.34	.00	BAIR, JOHN	284
V368223	1,096.56	.00	PATTON, DANA	4060
V368224	6,809.78	.00	BAILEY, JOHN	355
V368225	4,374.71	.00	BOUDREAU, CORY	583
V368226	2,108.79	.00	BOUDREAU, LAURA	2192
V368227	2,164.53	.00	CHAN, KARA	795
V368228	5,449.78	.00	DAVENPORT, JOSEPH	1094
V368229	5,351.26	.00	ESCOBEDO, DOMINICK	1521
V368230	4,242.10	.00	GENTNER, GEORGE	1765
V368231	3,772.81	.00	KALAGIAN, BRYANT	2436
V368232	2,816.06	.00	LOMELI, LISBETH	4516
V368233	2,851.41	.00	LOPEZ, VANESSA	2929
V368234	6,312.27	.00	LOPEZ, WILLYVALDO	2941
V368235	5,192.99	.00	LOWE, AUSTIN	2956
V368236	6,189.14	.00	MORALES, FRANK	3489
V368237	1,786.42	.00	O'DETTE, NANCY	1920
V368238	3,989.17	.00	ORTEGA, MICHAEL	104
V368239	4,023.24	.00	PANTOJA, DAVID	3986
V368240	12,646.16	.00	PLUMLEE, ROGER	4180
V368241	4,181.31	.00	SOLIS, DANIEL	5000
V368242	2,256.74	.00	SULLIVAN, STACEY	5160
V368243	3,086.76	.00	TREADWAY, SARA	4210
V368244	3,894.54	.00	VU, KRISTINE	63
V368245	2,533.59	.00	CAPISTRANO, FRANCES	74
V368246	1,808.77	.00	IBARRA, KRISTI	88

SELECTION CRITERIA: checkhis.pay_run='MG2'
ALL CHECKS

V368247	5,411.26	.00	MIKHAEL, MINA	3359
V368248	1,805.32	.00	ALMANZA, MINERVA	79
V368249	3,751.12	.00	ALQAM, NADER	71
V368250	3,549.89	.00	ARABOLU, DEEPTHI	178
V368251	2,522.67	.00	ESPARZA-ALMARAZ, AARON	383
V368252	3,436.02	.00	KIM, KENNETH	2587
V368253	2,934.57	.00	LANNAN, GREGORY	2791
V368254	4,056.79	.00	ORTIZ, CESAR	92
V368255	2,745.73	.00	PENA, MANUEL	2933
V368256	669.62	.00	SYFRITT, MATTHEW-WAYNE	428
V368257	2,921.45	.00	TRAN, JASON	96
V368258	3,259.82	.00	WRAY, NORMAN	5725
V368259	2,021.91	.00	ZARAGOZA, EDUARDO	5788
V368260	2,819.12	.00	AUBUCHON, LAURIE	250
V368261	2,073.61	.00	GENERA, ELIZABETH	1685
V368262	4,143.49	.00	HUNT, JOSEPH	2249
V368263	2,485.15	.00	LUX, ANDREA	2972
V368264	2,219.35	.00	BACA, ANDREW	315
V368265	1,211.92	.00	BANUELOS, CHRISTOPHER	345
V368266	3,061.62	.00	BRITO, MICHAEL	642
V368267	2,217.49	.00	ESCATEL-OROSCO, PEDRO	1537
V368268	2,403.07	.00	GONZALEZ, ALEJANDRO	1783
V368269	1,278.02	.00	GUZMAN, KEVIN	132
V368270	3,867.05	.00	LIBUNAO, NINO	2912
V368271	1,301.23	.00	MARASCO, MATTHEW	289
V368272	1,392.06	.00	MUNOZ, GENE	3600
V368273	165.90	.00	MUNOZ, ISAAC	382
V368274	1,773.00	.00	MUNOZ, JOHNNY	144
V368275	123.02	.00	ORTIZ, DANIEL	3862
V368276	1,211.91	.00	ORTIZ, RAYMOND	309
V368277	1,073.67	.00	REYNOLDS, BILLY	417
V368278	1,073.64	.00	RIOS, DANNY	282
V368279	2,280.67	.00	RIVERA, JOE	4450
V368280	1,211.91	.00	RODRIGUEZ, NATHANIAL	288
V368281	1,300.98	.00	RODRIGUEZ, OSCAR	131
V368282	1,557.89	.00	SERNA, JUAN	4728
V368283	5,660.63	.00	TORREZ, JAVIER	69
V368284	1,999.59	.00	VAZQUEZ, JOE	5473
V368285	2,941.16	.00	CARRILLO, EDWARD	765
V368286	2,313.03	.00	ELLS, ZACHARY	1500
V368287	1,723.43	.00	ENNIS, JOSEPH	262
V368288	2,693.40	.00	FINCH, BARRETT	1574
V368289	3,105.87	.00	HAGAN, KEVIN	1947
V368290	2,548.89	.00	KVENBO, SCOTT	2750
V368291	1,826.52	.00	MARTINEZ, MARCO	215
V368292	6,724.87	.00	MCGEE, MICHAEL	9306
V368293	2,157.98	.00	MENDOZA, JOHN	3292
V368294	2,254.69	.00	MILLER, DAVID	3390
V368295	2,709.81	.00	MOJARRO, ANDREW	3082
V368296	3,217.97	.00	MOORE, FRANK	3486
V368297	2,014.18	.00	ROMERO, FIDEL	4530
V368298	2,116.16	.00	SANCHEZ, JUAN	4617
V368299	2,103.16	.00	SPEAR, ANTHONY	5011
V368300	2,474.27	.00	STEPHENSON, MARK	5122
V368301	1,979.31	.00	TAVARES, JAMEY	5231
V368302	2,057.54	.00	VENEGAS MENDEZ, JAVIER	5491

SELECTION CRITERIA: checkhis.pay_run='MG2'
ALL CHECKS

V368303	1,211.91	.00	ALVAREZ, CARLOS	136
V368304	2,232.67	.00	DAHL, TERRY	1084
V368305	2,382.35	.00	GARCIA ORTEGA, JOSE	1636
V368306	1,881.12	.00	GRIMES, DAVID	1881
V368307	2,168.06	.00	KOSS, MICHAEL	2718
V368308	2,877.62	.00	MARTINEZ, GABRIEL	3139
V368309	2,401.98	.00	MELLADO, KIM	3289
V368310	2,543.94	.00	MERROW, MATTHEW	3316
V368311	1,521.83	.00	MYLLES, JOSHUA	279
V368312	1,995.36	.00	OTTEN, DAVID	3869
V368313	1,805.83	.00	PEREZ, ADRIAN	257
V368314	3,282.05	.00	PORTER, JEFFREY	4174
V368315	2,642.91	.00	RODRIGUEZ, EDWARD	4479
V368316	1,211.91	.00	RUIZ, ALEJANDRO	416
V368317	2,059.42	.00	SOLOMAN, CARLOS	4891
V368318	1,734.81	.00	TORRES, SALVADOR	234
V368319	2,072.22	.00	WELLS, ANTHONY	5610
V368320	1,189.28	.00	AVERELL, ANDREW	349
V368321	2,437.62	.00	CAMPIZTA, ADAM	225
V368322	2,927.86	.00	MACIAS, RAYMOND	2998
V368323	1,975.69	.00	MILLER-SPARKS, WILLIAM	216
V368324	2,433.43	.00	WEAR, JOHN	5606
V368325	6,126.20	.00	BOX, JAMES	576
V368326	1,944.48	.00	CHAVEZ, ARIANA	788
V368327	1,717.66	.00	CONTRERAS, SAUL	95
V368328	3,335.83	.00	KURATA, DALE	2749
V368329	2,205.20	.00	REYNOLDS, BRANDON	4384
V368330	978.13	.00	SANCHEZ, CHRISTOPHER	236
V368331	2,281.58	.00	SANCHEZ-REYES, KEVIN	83
V368332	3,106.92	.00	SAUCEDA, MARK	4642
V368333	1,026.71	.00	ALVARADO, ADRIAN	89
V368334	708.77	.00	BAHENA, PEDRO	148
V368335	560.07	.00	BARENG, KATHERINE	33
V368336	439.64	.00	BELCHER-HALL, JACOB	333
V368337	779.32	.00	CARNES, ALISSA	34
V368338	501.85	.00	CARVENTE, GIANJAVIER	334
V368339	786.66	.00	CISNEROS, MICHELLE	812
V368340	697.85	.00	CLARK-PRUDHOMME, MATTHEW	307
V368341	671.51	.00	ESCALANTE, ALEXANDER	323
V368342	574.97	.00	FERNANDEZ, GISSEL	330
V368343	248.85	.00	GARCIA, MICHELE	171
V368344	265.44	.00	GONZALEZ, ISAAC	294
V368345	666.08	.00	GONZALEZ, LUIS	1780
V368346	402.32	.00	GRANADOS, REGINA	145
V368347	545.16	.00	GRANDE, DANIELLE	124
V368348	627.14	.00	GUERRA, ATHZIRI	141
V368349	331.79	.00	GUILLEN, JAYDEN	339
V368350	580.31	.00	GUTIERREZ, MICHELLE	1925
V368351	368.90	.00	HERNANDEZ, KATE	2091
V368352	713.77	.00	HOLLOWAY, ELIZABETH	2185
V368353	736.48	.00	JUBRAN, NOAH	127
V368354	716.02	.00	LEWIS, ALEC	266
V368355	662.83	.00	MAGANA, ADAM	173
V368356	1,994.49	.00	MARTINEZ, SERENA	3147
V368357	733.41	.00	MEZA, ADRIAN	122
V368358	978.33	.00	MOLAR, BARBARA	3449

SELECTION CRITERIA: checkhis.pay_run='MG2'
ALL CHECKS

V368359	1,262.23	.00	MORENO, ANDREW	161
V368360	556.35	.00	NGHIEM, NATALIE	249
V368361	552.62	.00	NGUYEN, KEVIN	299
V368362	938.93	.00	NUNEZ, HAZEL	3806
V368363	199.06	.00	OLVERA, DAVID	3841
V368364	663.21	.00	ONTIVEROS, IZABELLA	3864
V368365	66.35	.00	RAY, SABRINA	286
V368366	807.41	.00	RIVERA GOMEZ, YAMILEX	4432
V368367	265.44	.00	RODRIGUEZ, MIKAYLA	295
V368368	66.35	.00	RONQUILLO, JAZZIE	172
V368369	634.60	.00	ROQUE, KATRINA	38
V368370	1,012.69	.00	RUSSELL, JEFFREY	150
V368371	733.41	.00	SALDANA, JONATHAN	4625
V368372	315.21	.00	SOLIMAN, MARSEL	322
V368373	240.55	.00	SOLTERO, JESSE	177
V368374	447.93	.00	SORIA, NOAH	5004
V368375	736.68	.00	STRICKLER, LINDA	5135
V368376	265.44	.00	TAPIA, ANGELICA	306
V368377	754.84	.00	THOMSEN, MATTHEW	194
V368378	265.44	.00	TOVAR, SOFIA	301
V368379	2,522.31	.00	VAN SICKLE, MICHELLE	2076
V368380	199.07	.00	VANDERPOOL, HAYLEY	183
V368381	472.82	.00	VAZQUEZ, OSCAR	152
V368382	541.44	.00	VELOZ, SABRINA	146
V368383	394.01	.00	WONGSUPHAKPHAN, BRIANNA	337
V368384	369.17	.00	GARCIA, JUSTIN	253
V368385	123.10	.00	RODRIGUEZ, PERLA	4488
V368386	263.80	.00	SINGH, YASHPREET	48
V368387	377.43	.00	SMITH, JOHN	210
V368388	391.28	.00	ZAPATA, ALEXANDRIA	303
V368389	1,000.35	.00	AGUILAR, KALVIN	23
V368390	398.16	.00	BARTOLO, BRYAN	338
V368391	1,168.47	.00	BUSTAMANTE VALLADARES, DIANA	285
V368392	655.12	.00	CABUSAO, NINA MARINELLA	729
V368393	678.33	.00	CARDENAS, DIEGO	275
V368394	602.32	.00	CASTILLO, DARLENE	119
V368395	846.93	.00	CERVANTES, BRIANA	757
V368396	406.45	.00	CLARK-PRUDHOMME, MACKENZIE	206
V368397	2,198.81	.00	DAVIS, TANIKKA	1082
V368398	1,069.90	.00	DETERDING, CARSON	1132
V368399	1,955.72	.00	GILLIAM, VERONICA	218
V368400	598.38	.00	GUERRA, ROCCO	44
V368401	870.69	.00	HONG, YI	2189
V368402	3,198.38	.00	HURTADO, MARIA	353
V368403	564.94	.00	LARIZ RUBALCAVA, CARLOS	429
V368404	1,672.34	.00	MARQUEZ PINEDO, ANALISA	3118
V368405	918.59	.00	MINIKEY, MOLLY	425
V368406	497.70	.00	MORISON, MATTHEW	243
V368407	2,011.27	.00	NIELSEN, ROSEMARY	3760
V368408	1,764.86	.00	NORIEGA, MICHELLE	3782
V368409	369.13	.00	ONTIVEROS, STEVEN	342
V368410	665.15	.00	ORTIZ, YAHAIRA	241
V368411	348.39	.00	PULIDO, MARLENE	39
V368412	241.39	.00	RUIZ, ANA	4591
V368413	732.16	.00	RUVALCABA, ALEXANDRA	305
V368414	857.33	.00	SAMPAT, SHREEYA	4627

SELECTION CRITERIA: checkhis.pay_run='MG2'
ALL CHECKS

V368415	298.62	.00	SERRATOS, DARIAN	160
V368416	552.62	.00	SOSA, ELIANNA	341
V368417	1,305.21	.00	SOTO, JOSE	229
V368418	78.80	.00	SOTO DONACIANO, ANGEL	287
V368419	859.27	.00	TAILOR, DIYA	175
V368420	999.12	.00	VALDEZ, NATALIA	46
V368421	232.26	.00	VEGA-MATA, PEDRO	278
V368422	526.53	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL
CHECK: 394 966,115.06 497.70

TOTAL
CHECKS: 394 966,115.06 497.70

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,045,463.34 COVERING REGULAR PAYROLL ENDING OCTOBER 27, 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 $1,045,463.34 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 ('MG3','MH1')
ALL CHECKS

PAYRUN: MG3
DATE: 10/26/2023

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
368423	.00	3,743.32		MYLLES, JOSHUA	279
PAYRUN TOTAL					
CHECK: 1	.00	3,743.32			

SELECTION CRITERIA: checkhis.pay_run in ('MG3','MH1')
ALL CHECKS

PAYRUN: MH1
DATE: 11/03/2023

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
368424	.00	1,453.73		JOHNSON, MATTHEW	418
V368425	1,278.28	.00		CABRERA, AMBER	248
V368426	4,062.46	.00		COPPING, SARA	951
V368427	1,108.45	.00		DIAZ, MICHELLE	419
V368428	2,450.27	.00		DIEZ, KARINA	169
V368429	2,052.73	.00		ENGLEBRECHT, BRIDGET	261
V368430	2,611.60	.00		FEWER, JESSICA	580
V368431	6,838.39	.00		FRANCE, AARON	1650
V368432	2,688.62	.00		MEDINA, YARETZA	8
V368433	769.70	.00		AHN, JOYCE	263
V368434	647.49	.00		BROWN, ARTHUR	655
V368435	723.49	.00		CASTANEDA, JOSE	277
V368436	741.75	.00		SONNE, SUSAN	5161
V368437	504.81	.00		TRAUT, CONNOR	5399
V368438	1,086.33	.00		AVITIA, LISA	114
V368439	2,716.30	.00		BADILLO, ANNA PATRICIA	168
V368440	1,759.22	.00		GUERRA, SARAH	1470
V368441	5,116.95	.00		JIMENEZ, ADRIA	2297
V368442	960.99	.00		KIRK, RALPH	384
V368443	1,870.54	.00		LOPEZ, ANGELICA	2928
V368444	4,416.87	.00		FENTON, EDWARD	1564
V368445	1,229.02	.00		GONZALEZ, JACQUELINE	157
V368446	1,750.69	.00		KERN, DONNA	2574
V368447	2,305.43	.00		PREVO, DOREKA	390
V368448	5,447.67	.00		VALDEZ, REBECCA	5490
V368449	1,651.38	.00		BUENROSTRO, PATRICIA	227
V368450	3,842.96	.00		GARCIA, ADRIAN	1700
V368451	1,094.77	.00		GLAVIN, BARBARA	1768
V368452	1,899.76	.00		HERNANDEZ, GLORIA	2092
V368453	6,320.80	.00		HYUN, SUNG	2248
V368454	2,009.03	.00		KIM, MIN	2584
V368455	1,985.86	.00		LOVEJOY, REBEKAH	76
V368456	2,349.98	.00		MENDOZA, MARIA	3293
V368457	820.16	.00		OZAKI, GRACE	3881
V368458	1,806.39	.00		PAK, TIMOTHY	3955
V368459	2,573.86	.00		PEREZ, JESSICA	4111
V368460	2,410.06	.00		TOMASSETTI, JEEVANI	5623
V368461	1,970.02	.00		TRAN, KRYSTLE	242
V368462	4,032.81	.00		AVERELL, MARK	272
V368463	2,316.82	.00		COLES-GUZMAN, MARY	950
V368464	1,941.66	.00		KENNEDY, SEAN	111
V368465	1,691.43	.00		BELTRAN, CINDY	467
V368466	904.13	.00		CARDENAS, MARGARET	336
V368467	2,916.37	.00		CULL, ROBERT	1012
V368468	2,608.12	.00		LESTER, ALEXANDER	2868
V368469	1,733.50	.00		MACIAS, JUDITH	2996
V368470	2,201.86	.00		MAYORQUIN, RAYMUNDO	221
V368471	2,581.92	.00		TART, ANDRE	5235
V368472	3,947.81	.00		CAMACHO, MARIO	731
V368473	1,124.57	.00		CASTANEDA, GUADALUPE	280

SELECTION CRITERIA: checkhis.pay_run in ('MG3','MH1')
ALL CHECKS

V368474	2,581.68	.00	CATALDO, JOHN	766
V368475	843.02	.00	COHEN-DORON, JILL	841
V368476	1,990.28	.00	DAVIS-VALENTINE, SUZANNE	1085
V368477	2,358.72	.00	DE LA PAZ, TIANNA	297
V368478	5,994.41	.00	FOULKES, MATTHEW	9
V368479	3,446.87	.00	LUNA, HARALD	264
V368480	2,470.82	.00	MCALEESE, IAN	159
V368481	4,229.82	.00	MESHRAM, SWATI	3321
V368482	3,249.76	.00	NAVARRO, SANDRA	93
V368483	275.99	.00	SANCHEZ, VIVIANA	4616
V368484	2,428.18	.00	SANTOS, RUTH	4640
V368485	1,567.27	.00	TAE, RAY	5196
V368486	2,672.94	.00	ZAPIEN, ERNESTINE	5777
V368487	2,295.10	.00	ARDAIZ, LANA	190
V368488	4,772.72	.00	DHAUW, MELISSA	1170
V368489	2,798.20	.00	SUAREZ, SARABETH	5169
V368490	2,803.92	.00	YOON, JIWON	91
V368491	2,254.15	.00	COTA, LORRAINE	954
V368492	5,340.02	.00	GEYER, BRADLEY	1692
V368493	6,173.84	.00	HONG, ALEX	2130
V368494	2,279.86	.00	MARTINEZ, JESSICA	2936
V368495	5,632.41	.00	NGUYEN, NGHIA	3755
V368496	6,486.97	.00	NUNES, FRANK	3813
V368497	10,254.36	.00	DIERINGER, RYAN	1145
V368498	4,064.88	.00	JIMENEZ, ROBERT	352
V368499	3,053.88	.00	KIM, HYUN	328
V368500	3,085.39	.00	LAM, DAVID	2790
V368501	710.40	.00	LOVCHIK, MICHAEL	6
V368502	4,451.47	.00	MIKIEWICZ, SIMON	3360
V368503	2,098.91	.00	NOVOTNY, MARY	3705
V368504	2,985.69	.00	SEMAAN, NADIA	4740
V368505	6,824.00	.00	TOMSICK, MARTIN	5360
V368506	5,951.21	.00	WEAVER, CHAD	5577
V368507	2,408.75	.00	ALCALA, BRITTANY	58
V368508	3,937.67	.00	BARAJAS, MAYRA	357
V368509	1,857.21	.00	BARR, LISA	366
V368510	2,409.06	.00	BINYON, ERIC	506
V368511	4,175.83	.00	BRANDSTETTER, JAMES	629
V368512	4,019.10	.00	BUTH, CATHERINE	561
V368513	2,252.79	.00	CARPENTER, SCARLET	1663
V368514	701.14	.00	CONN, SANDRA	961
V368515	581.68	.00	DIERINGER, REGINA	1515
V368516	3,539.35	.00	ESCOBEDO, STACEY	1530
V368517	4,811.42	.00	ESQUETINI, MARIA	1536
V368518	851.28	.00	ESTRELLA, CARL JOSEPH	415
V368519	2,655.88	.00	HERNANDEZ, ISABELLA	112
V368520	3,086.96	.00	MAERKER, ELIZABETH	3017
V368521	2,649.81	.00	MCGRATH, CODY	3220
V368522	791.22	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V368523	1,113.91	.00	MEONO, ROBIN	351
V368524	2,305.54	.00	MORALES MALDONADO, IVETT	3490
V368525	3,372.08	.00	PALMA CARDENAS, DIANA	3970
V368526	684.14	.00	RAMIREZ, ARIANNA	86
V368527	852.81	.00	RODRIGUEZ VILLA, YARELI	205
V368528	2,219.08	.00	SAUCEDA, CATHLEEN	4645
V368529	4,004.55	.00	SHERIFF, SAMANTHA	2096

SELECTION CRITERIA: checkhis.pay_run in ('MG3','MH1')
ALL CHECKS

V368530	3,011.34	.00	TANIGUCHI, MELISSA	5230
V368531	653.34	.00	VELLANOWETH, KRISTINE	217
V368532	2,254.16	.00	FIORE, KATE	1560
V368533	2,705.36	.00	FOX, CHARITY	1641
V368534	754.33	.00	KUHN, MICHELLE	2730
V368535	725.06	.00	KUHN, TARI	2747
V368536	2,169.91	.00	LARA, KARON	103
V368537	2,450.97	.00	MEDINA, IVONNE	222
V368538	2,958.14	.00	MENDIVEL, CHRISTINA	3299
V368539	2,015.12	.00	NGO, CATHERINE	3752
V368540	2,397.15	.00	PENDLETON, SUN	4080
V368541	1,449.57	.00	TENG, LING-FEI	2871
V368542	1,902.52	.00	UMLAH, AMBER	5435
V368543	4,862.85	.00	BATES, PATRICK	378
V368544	4,781.13	.00	BELTRAN, CHRISTINA	13
V368545	8,123.99	.00	BERNAL, DAVID	480
V368546	5,789.26	.00	BOURNE, CLIFFORD	5612
V368547	4,573.05	.00	BOYD, ROBERT	584
V368548	4,486.38	.00	BOYER, CAMERON	585
V368549	4,252.49	.00	BOYINGTON, DEVIN	594
V368550	7,960.48	.00	BRAVO, ISABEL	420
V368551	5,344.02	.00	BURNETT, DEBORAH	110
V368552	3,527.02	.00	CAMPOS, LOLANI	728
V368553	4,231.56	.00	CARNEY, THOMAS	751
V368554	2,190.80	.00	CERDA, SERGIO	240
V368555	3,376.74	.00	CHAVEZ, ALEJANDRO	182
V368556	4,333.22	.00	CHAVEZ, ANTONY	246
V368557	3,459.60	.00	CHOI, JONATHON	827
V368558	3,956.19	.00	CHRISTIANSEN, ANDREW	97
V368559	2,158.07	.00	CURATOLA, ANTHONY	350
V368560	2,861.89	.00	DAVIS, JONATHAN	1083
V368561	2,847.80	.00	EK, CHRISTOPHER	1477
V368562	5,952.35	.00	ESCAMILLA, MARIO	1529
V368563	8,290.57	.00	FRANKLIN, KEVIN	1649
V368564	7,479.19	.00	GALOS, MICHAEL	1680
V368565	4,244.17	.00	GANO, KEVIN	1742
V368566	2,892.91	.00	GONZALEZ, LUIS	164
V368567	4,866.03	.00	GONZALEZ, OSCAR	1785
V368568	4,765.47	.00	HERST, RYAN	2102
V368569	1,875.62	.00	HOGAN, CHRISTIAN MICHAEL	138
V368570	6,333.49	.00	JIMENEZ, GUSTAVO	2285
V368571	6,056.51	.00	LEE, CONNOR	2861
V368572	7,467.81	.00	LEPE, SERGIO	2901
V368573	2,597.52	.00	LIRA, JOSEPH	133
V368574	4,333.14	.00	LOPEZ, GUILLERMO	2958
V368575	5,195.29	.00	LOVETERE, JOSEPH	2962
V368576	3,863.16	.00	MARTINEZ, JESUS	117
V368577	3,749.44	.00	MEDRANO, JULIAN	3223
V368578	3,515.41	.00	MOELLER, SARAH	3590
V368579	4,178.87	.00	MOON, DAVID	3479
V368580	4,883.08	.00	MUNOZ, OSCAR	3605
V368581	3,618.86	.00	MURILLO CASTRO, JULIAN	268
V368582	2,535.35	.00	NGUYEN, ANTHONY	258
V368583	8,814.12	.00	NYHUS, CHRISTOPHER	3808
V368584	6,700.57	.00	O'DETTE, DIRK	3823
V368585	3,805.04	.00	OH, WILLIAM	326

SELECTION CRITERIA: checkhis.pay_run in ('MG3','MH1')
ALL CHECKS

V368586	4,475.56	.00	PADILLA, VALERIE	108
V368587	6,375.06	.00	PINO, RICHARD	4171
V368588	5,147.16	.00	PROCEL, ANDY	4243
V368589	5,928.34	.00	RAMIREZ, ANGEL	4314
V368590	2,909.72	.00	RANGEL, PRISCILLA	4337
V368591	7,206.52	.00	REYES, HUGO	98
V368592	3,834.88	.00	RODRIGUEZ, CHRISTIAN	4476
V368593	4,508.99	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V368594	6,017.63	.00	RUBALCAVA, EFRAIN	4590
V368595	3,717.98	.00	TEWELL, MELISSA	5282
V368596	2,128.46	.00	TRAN, JENNIFER	9666
V368597	5,407.70	.00	TRAN, TUYET	5424
V368598	3,959.37	.00	TURNER, JERAMIAH	291
V368599	5,120.25	.00	VU, JEFFREY	5519
V368600	5,476.83	.00	WILLIAMS, JUDITH	5660
V368601	3,058.52	.00	YO, DANIEL	5752
V368602	9,299.88	.00	COLON, BOBBY	900
V368603	7,036.39	.00	JOHNSON, BRYAN	2300
V368604	1,948.49	.00	MAERTZ, DANA	3018
V368605	1,743.63	.00	RANGEL, JENNY	283
V368606	9,188.63	.00	RICE, JAMES	4408
V368607	6,510.14	.00	SALAZAR, RYAN	4626
V368608	6,041.70	.00	SHADDOW, JON-MICHAEL	4837
V368609	2,392.83	.00	SILVA, OSCAR	4886
V368610	2,300.25	.00	VAZQUEZ-CAMACHO, MARLENE	101
V368611	368.80	.00	BAIR, JOHN	284
V368612	1,000.20	.00	PATTON, DANA	4060
V368613	5,383.49	.00	BAILEY, JOHN	355
V368614	5,521.76	.00	BOUDREAU, CORY	583
V368615	2,127.93	.00	BOUDREAU, LAURA	2192
V368616	2,164.53	.00	CHAN, KARA	795
V368617	7,080.82	.00	DAVENPORT, JOSEPH	1094
V368618	4,312.77	.00	ESCOBEDO, DOMINICK	1521
V368619	5,687.33	.00	GENTNER, GEORGE	1765
V368620	3,601.34	.00	KALAGIAN, BRYANT	2436
V368621	2,585.11	.00	LOMELI, LISBETH	4516
V368622	2,851.41	.00	LOPEZ, VANESSA	2929
V368623	5,867.86	.00	LOPEZ, WILLYVALDO	2941
V368624	7,338.55	.00	LOWE, AUSTIN	2956
V368625	6,017.03	.00	MORALES, FRANK	3489
V368626	2,160.92	.00	O'DETTE, NANCY	1920
V368627	3,332.66	.00	ORTEGA, MICHAEL	104
V368628	5,302.91	.00	PANTOJA, DAVID	3986
V368629	10,680.57	.00	PLUMLEE, ROGER	4180
V368630	4,164.85	.00	SOLIS, DANIEL	5000
V368631	2,256.74	.00	SULLIVAN, STACEY	5160
V368632	3,086.76	.00	TREADWAY, SARA	4210
V368633	5,884.00	.00	VU, KRISTINE	63
V368634	2,555.22	.00	CAPISTRANO, FRANCES	74
V368635	1,808.77	.00	IBARRA, KRISTI	88
V368636	5,411.26	.00	MIKHAEL, MINA	3359
V368637	1,805.32	.00	ALMANZA, MINERVA	79
V368638	3,751.12	.00	ALQAM, NADER	71
V368639	3,549.89	.00	ARABOLU, DEEPTHI	178
V368640	2,522.67	.00	ESPARZA-ALMARAZ, AARON	383
V368641	3,436.02	.00	KIM, KENNETH	2587

SELECTION CRITERIA: checkhis.pay_run in ('MG3','MH1')
ALL CHECKS

V368642	2,934.57	.00	LANNAN, GREGORY	2791
V368643	3,066.98	.00	LEE, HYANG SUN	430
V368644	4,075.93	.00	ORTIZ, CESAR	92
V368645	2,745.73	.00	PENA, MANUEL	2933
V368646	269.15	.00	SYFRITT, MATTHEW-WAYNE	428
V368647	2,813.38	.00	TRAN, JASON	96
V368648	3,431.99	.00	WRAY, NORMAN	5725
V368649	2,021.91	.00	ZARAGOZA, EDUARDO	5788
V368650	2,819.12	.00	AUBUCHON, LAURIE	250
V368651	2,073.61	.00	GENERA, ELIZABETH	1685
V368652	4,143.49	.00	HUNT, JOSEPH	2249
V368653	1,758.15	.00	LUX, ANDREA	2972
V368654	4,815.90	.00	BACA, ANDREW	315
V368655	2,575.74	.00	BANUELOS, CHRISTOPHER	345
V368656	4,545.12	.00	BRITO, MICHAEL	642
V368657	4,392.26	.00	ESCATEL-OROSCO, PEDRO	1537
V368658	2,403.07	.00	GONZALEZ, ALEJANDRO	1783
V368659	2,435.24	.00	GUZMAN, KEVIN	132
V368660	5,375.92	.00	LIBUNAO, NINO	2912
V368661	2,529.37	.00	MARASCO, MATTHEW	289
V368662	2,611.67	.00	MUNOZ, GENE	3600
V368663	1,994.99	.00	MUNOZ, JOHNNY	144
V368664	1,197.83	.00	ORTIZ, DANIEL	3862
V368665	2,226.46	.00	ORTIZ, RAYMOND	309
V368666	2,208.72	.00	REYNOLDS, BILLY	417
V368667	4,645.03	.00	RIVERA, JOE	4450
V368668	2,004.14	.00	RODRIGUEZ, NATHANIAL	288
V368669	2,455.06	.00	RODRIGUEZ, OSCAR	131
V368670	2,934.72	.00	SERNA, JUAN	4728
V368671	4,048.84	.00	TORREZ, JAVIER	69
V368672	1,999.59	.00	VAZQUEZ, JOE	5473
V368673	2,581.64	.00	CARRILLO, EDWARD	765
V368674	2,713.82	.00	ELLS, ZACHARY	1500
V368675	2,728.27	.00	ENNIS, JOSEPH	262
V368676	2,819.33	.00	FINCH, BARRETT	1574
V368677	2,816.55	.00	HAGAN, KEVIN	1947
V368678	2,548.89	.00	KVENBO, SCOTT	2750
V368679	2,535.35	.00	MARTINEZ, MARCO	215
V368680	4,085.44	.00	MCGEE, MICHAEL	9306
V368681	2,157.98	.00	MENDOZA, JOHN	3292
V368682	3,638.17	.00	MILLER, DAVID	3390
V368683	4,077.41	.00	MOJARRO, ANDREW	3082
V368684	3,217.97	.00	MOORE, FRANK	3486
V368685	3,502.24	.00	ROMERO, FIDEL	4530
V368686	2,116.16	.00	SANCHEZ, JUAN	4617
V368687	2,103.16	.00	SPEAR, ANTHONY	5011
V368688	2,740.84	.00	STEPHENSON, MARK	5122
V368689	1,979.31	.00	TAVARES, JAMEY	5231
V368690	2,925.90	.00	VENEGAS MENDEZ, JAVIER	5491
V368691	1,073.64	.00	ALVAREZ, CARLOS	136
V368692	2,340.83	.00	DAHL, TERRY	1084
V368693	2,372.19	.00	GARCIA ORTEGA, JOSE	1636
V368694	1,984.62	.00	GRIMES, DAVID	1881
V368695	2,168.06	.00	KOSS, MICHAEL	2718
V368696	2,877.62	.00	MARTINEZ, GABRIEL	3139
V368697	2,401.99	.00	MELLADO, KIM	3289

SELECTION CRITERIA: checkhis.pay_run in ('MG3','MH1')
ALL CHECKS

V368698	2,543.94	.00	MERROW, MATTHEW	3316
V368699	1,995.36	.00	OTTEN, DAVID	3869
V368700	1,805.83	.00	PEREZ, ADRIAN	257
V368701	3,282.05	.00	PORTER, JEFFREY	4174
V368702	2,642.91	.00	RODRIGUEZ, EDWARD	4479
V368703	1,449.11	.00	RUIZ, ALEJANDRO	416
V368704	3,242.28	.00	SOLOMAN, CARLOS	4891
V368705	1,726.24	.00	TORRES, SALVADOR	234
V368706	2,072.22	.00	WELLS, ANTHONY	5610
V368707	965.90	.00	AVERELL, ANDREW	349
V368708	2,837.13	.00	CAMPIZTA, ADAM	225
V368709	2,927.86	.00	MACIAS, RAYMOND	2998
V368710	1,975.69	.00	MILLER-SPARKS, WILLIAM	216
V368711	2,433.43	.00	WEAR, JOHN	5606
V368712	6,126.20	.00	BOX, JAMES	576
V368713	23.70	.00	CABALO, ORLANDO	396
V368714	1,944.48	.00	CHAVEZ, ARIANA	788
V368715	1,717.66	.00	CONTRERAS, SAUL	95
V368716	23.70	.00	HOLGUIN, COURTNEY	394
V368717	23.70	.00	HOQUE, LAMIYA	412
V368718	3,335.83	.00	KURATA, DALE	2749
V368719	23.70	.00	MARTINEZ, JUANITA	421
V368720	2,205.20	.00	REYNOLDS, BRANDON	4384
V368721	23.70	.00	RYU, MIN	411
V368722	997.51	.00	SANCHEZ, CHRISTOPHER	236
V368723	2,281.58	.00	SANCHEZ-REYES, KEVIN	83
V368724	3,106.92	.00	SAUCEDA, MARK	4642
V368725	23.70	.00	STAINE, NADINE	401
V368726	23.70	.00	WEINSTOCK, MICHAEL	410
V368727	23.70	.00	YUN, HYEWON	432
V368728	888.90	.00	ALVARADO, ADRIAN	89
V368729	505.99	.00	BAHENA, PEDRO	148
V368730	582.42	.00	BARENG, KATHERINE	33
V368731	832.30	.00	BELCHER-HALL, JACOB	333
V368732	487.49	.00	CARNES, ALISSA	34
V368733	627.14	.00	CARVENTE, GIANJAVIER	334
V368734	806.93	.00	CISNEROS, MICHELLE	812
V368735	910.94	.00	CLARK-PRUDHOMME, MATTHEW	307
V368736	500.92	.00	DOWDLE, JACKSON	1386
V368737	825.04	.00	FERNANDEZ, GISSEL	330
V368738	541.44	.00	GARCIA, MICHELE	171
V368739	530.26	.00	GONZALEZ, ISAAC	294
V368740	942.96	.00	GONZALEZ, LUIS	1780
V368741	681.97	.00	GRANADOS, REGINA	145
V368742	423.06	.00	GRANDE, DANIELLE	124
V368743	904.56	.00	GUERRA, ATHZIRI	141
V368744	686.95	.00	GUILLEN, JAYDEN	339
V368745	518.78	.00	GUTIERREZ, MICHELLE	1925
V368746	513.48	.00	HERNANDEZ, KATE	2091
V368747	729.96	.00	HOLLOWAY, ELIZABETH	2185
V368748	604.78	.00	JUBRAN, NOAH	127
V368749	234.57	.00	LEWIS, ALEC	266
V368750	586.54	.00	MAGANA, ADAM	173
V368751	2,063.50	.00	MARTINEZ, SERENA	3147
V368752	782.02	.00	MEZA, ADRIAN	122
V368753	1,227.28	.00	MOLAR, BARBARA	3449

SELECTION CRITERIA: checkhis.pay_run in ('MG3','MH1')
ALL CHECKS

V368754	1,027.61	.00	MORENO, ANDREW	161
V368755	460.38	.00	NGHIEM, NATALIE	249
V368756	751.01	.00	NGUYEN, KEVIN	299
V368757	920.10	.00	NUNEZ, HAZEL	3806
V368758	225.16	.00	OLVERA, DAVID	3841
V368759	960.03	.00	ONTIVEROS, IZABELLA	3864
V368760	514.29	.00	RAY, SABRINA	286
V368761	1,174.28	.00	RIVERA GOMEZ, YAMILEX	4432
V368762	530.26	.00	RODRIGUEZ, MIKAYLA	295
V368763	364.98	.00	RONQUILLO, JAZZIE	172
V368764	759.63	.00	ROQUE, KATRINA	38
V368765	972.18	.00	RUSSELL, JEFFREY	150
V368766	709.13	.00	SALDANA, JONATHAN	4625
V368767	530.26	.00	SOLIMAN, MARSEL	322
V368768	481.11	.00	SOLTERO, JESSE	177
V368769	759.63	.00	SORIA, NOAH	5004
V368770	605.81	.00	STRICKLER, LINDA	5135
V368771	604.78	.00	TAPIA, ANGELICA	306
V368772	1,026.49	.00	THOMSEN, MATTHEW	194
V368773	481.11	.00	TOVAR, SOFIA	301
V368774	2,522.31	.00	VAN SICKLE, MICHELLE	2076
V368775	282.03	.00	VANDERPOOL, HAYLEY	183
V368776	548.89	.00	VAZQUEZ, OSCAR	152
V368777	788.71	.00	VELOZ, SABRINA	146
V368778	431.34	.00	WONGSUPHAKPHAN, BRIANNA	337
V368779	189.31	.00	GARCIA, JUSTIN	253
V368780	193.44	.00	RODRIGUEZ, PERLA	4488
V368781	219.82	.00	SINGH, YASHPREET	48
V368782	452.09	.00	SMITH, JOHN	210
V368783	554.92	.00	ZAPATA, ALEXANDRIA	303
V368784	872.12	.00	AGUILAR, KALVIN	23
V368785	530.26	.00	BARTOLO, BRYAN	338
V368786	1,411.87	.00	BUSTAMANTE VALLADARES, DIANA	285
V368787	639.71	.00	CABUSAO, NINA MARINELLA	729
V368788	714.68	.00	CARDENAS, DIEGO	275
V368789	826.66	.00	CASTILLO, DARLENE	119
V368790	862.34	.00	CERVANTES, BRIANA	757
V368791	476.96	.00	CLARK-PRUDHOMME, MACKENZIE	206
V368792	2,198.81	.00	DAVIS, TANIKKA	1082
V368793	961.83	.00	DETERDING, CARSON	1132
V368794	1,955.72	.00	GILLIAM, VERONICA	218
V368795	853.62	.00	GUERRA, ROCCO	44
V368796	736.74	.00	HONG, YI	2189
V368797	3,198.38	.00	HURTADO, MARIA	353
V368798	979.41	.00	LARIZ RUBALCAVA, CARLOS	429
V368799	1,542.92	.00	MARQUEZ PINEDO, ANALISA	3118
V368800	918.59	.00	MINIKEY, MOLLY	425
V368801	574.97	.00	MORISON, MATTHEW	243
V368802	2,011.27	.00	NIELSEN, ROSEMARY	3760
V368803	1,764.86	.00	NORIEGA, MICHELLE	3782
V368804	381.57	.00	ONTIVEROS, STEVEN	342
V368805	890.35	.00	ORTIZ, YAHAIRA	241
V368806	340.10	.00	PULIDO, MARLENE	39
V368807	257.21	.00	RUIZ, ANA	4591
V368808	550.98	.00	RUVALCABA, ALEXANDRA	305
V368809	724.63	.00	SAMPAT, SHREEYA	4627

SELECTION CRITERIA: checkhis.pay_run in ('MG3','MH1')
ALL CHECKS

V368810	447.93	.00	SERRATOS, DARIAN	160
V368811	389.87	.00	SOSA, ELIANNA	341
V368812	1,329.90	.00	SOTO, JOSE	229
V368813	248.85	.00	SOTO DONACIANO, ANGEL	287
V368814	637.88	.00	TAILOR, DIYA	175
V368815	670.53	.00	VALDEZ, NATALIA	46
V368816	436.50	.00	VEGA-MATA, PEDRO	278
V368817	567.53	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL			
CHECK: 394	1,040,266.29	1,453.73	
TOTAL			
CHECKS: 395	1,040,266.29	5,197.05	

City of Buena Park

City Council Regular Meeting Agenda Report

PROCLAMATION RECOGNIZING NOVEMBER 2023 AS FAMILY COURT AWARENESS MONTH

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	CONSENT CALENDAR Item: B

Presented By	Prepared By
	Angelica Lopez, Administrative Assistant

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Approve proclamation.

Attachments

Family Court Awareness Month Nov 2023.pdf

FAMILY COURT AWARENESS MONTH
NOVEMBER 2023

WHEREAS, ***the mission of the Family Court Awareness Month Committee (FCAMC) is to increase awareness of the importance of a family court system that prioritizes child safety and acts in the best interest of children; and,***

WHEREAS, ***the mission at the FCAMC is fueled by the desire to create awareness and change in the family court system for the conservatively estimated, 58,000 children a year ordered into unsupervised contact with abusive parents, while honoring the hundreds of children who have been reported as murdered during visitation with a dangerous parent; and,***

WHEREAS, ***the mission of the FCAMC is to increase awareness on the importance of empirically-based education and training on domestic violence and child abuse, including emotional, psychological, physical, and sexual abuse, as well as childhood trauma, coercive control, and post-separation abuse for judges and all professionals working on cases within the family court system; and,***

WHEREAS, ***the mission of the FCAMC is to increase awareness on the importance of using scientifically valid, evidence-based, treatment programs and services that are proven in terms of safety, effectiveness, and therapeutic value; and,***

WHEREAS, ***the mission at the FCAMC is to educate judges and other family court professionals on evidence-based, peer-reviewed research. Such research is a critical component to making decisions that are truly in the best interest of children. This research includes The Adverse Childhood Experiences (ACEs) Study (co-principal investigator: Vincent Felitti, Kaiser Permanente-CDC); Child Custody Evaluators' Beliefs About Domestic Abuse Allegations (principal investigator: Daniel Saunders, University of Michigan, sponsored by the National Institute of Justice); and Child Custody Outcomes in Cases Involving Parental Alienation and Abuse Allegations (principal investigator: Joan S. Meier, GW Law School, sponsored by the National Institute of Justice).***

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby recognize the month of November 2023 as "Family Court Awareness Month" and encourages all residents to support Buena Park's efforts to prevent the harm of children in the hands of family members and to honor and value the lives of children.

PASSED AND ADOPTED this 14th day of November 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

FINAL PAYMENT TO PALP INC. DBA EXCEL PAVING FOR THE 2022-2023 ANNUAL PAVEMENT REHABILITATION PROJECT

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	CONSENT CALENDAR Item: C

Presented By	Prepared By
Nader M. Alqam, Associate Engineer	Mina Mikhael, Director of Public Works/City Engineer

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Accept the project as complete and approve final payment to PALP Inc. dba Excel Paving in the amount of $893,885.56; and, 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On April 25, 2023, the City Council approved a contract with PALP Inc. dba Excel Paving in the amount of $1,574,970 for the 2022-2023 Annual Pavement Rehabilitation Project. The approved construction project budget including the contingency is $1,732,467.

DISCUSSION

The 2022-2023 Annual Pavement Rehabilitation Project has been completed. This project consisted of removing and replacing street pavement, sidewalks, curbs and gutters, cross gutters, curb ramps, striping, and traffic loops in the area North of Lincoln Avenue and South of Crescent Avenue between Knott Avenue and Western Avenue. Additionally, Oakmont Place between Burlingame Avenue and Lockhaven Drive, Burlingame Avenue between Malvern Avenue and Deepdale Avenue, Firestone Boulevard north of Knott Avenue and south of Cate Drive, and La Fiesta Drive also received treatment and rehabilitation.

The contractor has submitted a bill for work completed as of August 31, 2023. All items, quantities, and prices have been checked and found to be in accordance with the contract documents. The final payment is in the amount of $893,885.56. The final contract cost for this project is $1,523,575.37, which includes change orders and quantity changes summing to a savings of $51,394.63. This amount is 12.1% under the approved construction project budget of $1,732,467. The total retention is in the amount of $76,178.77, and will be released following the expiration of the 35-day lien period. An analysis of expenditures is listed as Appendix “A”.

BUDGET IMPACT

The final cost of the project is $1,523,575.37. This project was included in the FY 2022-2023 Capital Improvement Program budget, and funded by Gas Tax and RMRA Fund (Account No 24-9806-590004).

Attachments

Att1of4 Finance Department Memorandum.pdf

Att2of4 Final Report.pdf

Att3of4 Appendix A.pdf

Att4of4 Contractor Invoice.pdf

City of BUENA PARK

MEMORANDUM
Department of Public Works

DATE: November 14, 2023

TO: Adrian Garcia, Finance Manager

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

SUBJECT: 2021-2022 ANNUAL SLURRY SEAL PROJECT

Amount: $893,885.56 Account No.: 24-9806-590004

Purchase Order: 230482

Contractor: EXCEL PAVING COMPANY
2230 LEMON AVENUE
LONG BEACH, CA 90806-5195

Payment Processed on Warrant Register: 11/16/2023

RECOMMENDATION

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

CERTIFICATION

This is to certify that the subject project has been completed satisfactorily. The contractor has submitted final bill for the completed work and is entitled to total to date payment in the amount of $940,932.17 less 5% retained (attached). Bid items, quantities and prices have been checked through this department and are found to be accurate in accordance with the contract documents. A copy of the final report is attached for your file. A “Notice of Completion” will be filed by the Public Works upon approval of the City Council, and following the expiration of the 35-day lien period; the 5% retention will be released to the contractor. Final Payment represents 100% completion to date.

C: Nader Alqam, Associate Engineer
Gloria Hernandez, Account Clerk

City of BUENA PARK

Memorandum

Department of Public Works

Capital Improvement Project Final Report

PROJECT	CONTRACTOR
2022-2023 Annual Pavement Rehabilitation Project	PALP Inc dba Excel Paving

CONTRACT DATES		CONTRACT COSTS	
Advertisement:	03/10/2023	Original Project Cost:	$1,574,970.00
Contract Awarded:	04/26/2023	Contingency:	$157,497.00
Notice to Proceed:	06/12/2023	Total Const Budget:	$1,732,467.00
Work Completed:	08/08/2023	Contract Adjustment:	$51,394.63
Total Days Used:	43	Total Project Cost:	$1,523,575.37

CONTRACTOR RATING

The contractor completed all phases of work in a satisfactory manner.

This project consisted removing and replacing street pavement, sidewalks, curbs and gutters, cross gutters, curb ramps, striping, and traffic loops in the area North of Lincoln Avenue and South of Crescent Avenue between Knott Avenue and Western Avenue. Additionally, Oakmont Place between Burlingame Avenue and Lockhaven Drive, Burlingame Avenue between Malvern Avenue and Deepdale Avenue, Firestone Boulevard north of Knott Avenue and south of Cate Drive, and La Fiesta Drive also received treatment and rehabilitation.

On March 10, 2023, the project was advertised for bid. On April 04, 2023, four bids were received and publicly opened. PALP Inc dba Excel Paving was the lowest responsible bidder with the bid amount of $1,574,970.00. On April 26, 2023, a construction contract was awarded to PALP Inc dba Excel Paving of Long Beach, California.

Following contract execution, construction began on June 12, 2023. The contractor accomplished all work, including punch list items.

CONTRACT CHANGE ORDER:

CCO#1: This change order was for the contractor to retain a surveyor to perform the necessary construction staking and surveying. The cost associated with this change was not to exceed $8,900.00.

CCO#2: This change order modified the scope of the Burlingame Ave and Oakmont Pl pavement rehabilitation. Includes costs incurred by work delay/rescheduling. The associated savings on this change order was $77,320.00.

CCO#3: This change order modified the scope of the project by removing the sewer lining component of utility adjustments. The associated savings on this change order was $19,380.00.

QUANTITY ADJUSTMENT:

Quantity Increases:	Various items of work:	$36,405.37
Quantity Decreases:	Various items of work:	$0.00

CONTRACT COSTS

The final quantities resulted in a total contract cost of $1,523,575.37. This represents $51,394.63 or 12.1% below the approved project construction budget of $1,732,467.00. An analysis of project costs is included as Appendix “A”.

CONCLUSION

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

Prepared by: Nader M. Alqam, P.E., Associate Engineer

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

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

APPENDIX "A"

2022-2023 ANNUAL PAVEMENT REHABILITATION PROJECT

CONTRACT

Original Contract Amount	$1,574,970.00
Council Approved Contingency Funds	$157,497.00
Approved Construction Project Budget	**$1,732,467.00**

CONTRACT ADJUSTMENTS

Contract Change Orders	
CO#1	$8,900.00
CO#2	-$77,320.00
CO#3	-$19,380.00
Quantity Adjustments	
Increases	$36,405.37
Decreases	$0.00
Total	**$36,405.37**
Total Contract Adjustments	**-$51,394.63**

CONTRACT EXPENDITURES

Value of Work Done Previously	$582,643.20
Value of Work Done This Period	$940,932.17
Subtotal	**$1,523,575.37**
Less Total Retention	-$76,178.77
Less Previous Payments	-$553,511.04
Total amount Due This Payment	**$893,885.56**

PROJECT SUMMARY

Original Contract Amount	$1,574,970.00
Total Contract adjustment	-$51,394.63
Revised Contract	**$1,523,575.37**
Cost of Work Completed to Date	$940,932.17
Amount under the Approved Construction Budget	**$208,891.63**
Percentage under the Approved Construction Budget	**12.1%**

EXCEL PAVING CO.

Customer: City of Buena Park
Address: 6650 Beach Blvd
Buena Park CA 90622
Contact: Nader M. Alqam
Phone No.: (714) 562 3698
Email: nalqam@buenapark.com

Job Title: 2022-2023 Annual Pavement Rehabilitation Project

Date: July 31 2023
Progress Payment No.: 2-27202
Billing Period JULY
Specification No.: 504
Excel Job No.: 5919
Project Manager: Edwin Magada
Original Contract Amount: $ 1,574,970.00

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Bid Amount	Quantity or % This Month	Amount This Month	Quantity Previous	Amount Previous	Total Quantity or % to Date	% of Item Completion	Total Amount to Date
1	STORM WATER POLLUTION PREVENTION PLAN (SWPPP/BMP)	1	LS	$ 14,000.00	$ 14,000.00	0.50	$7,000.00	0.50	$ 7,000.00	1.00	1.00	$ 14,000.00
2	COLD MILL AND DISPOSE OF EXISTING A.C. PAVEMENT TO A DEPTH OF 1.5" WITH GRINDER. REMOVE AND DISPOSE OF EXISTING PAVING FABRIC IF ENCOUNTERED	325,000	SF	$ 0.28	$ 91,000.00	344,128.00	$96,355.84		$ -	344,128.00	1.06	$ 96,355.84
3	INSTALL 2" ASPHALT CONCRETE SURFACE COURSE, TYPE III C3 PG-70-10 (1/2" ROCK) WITH FORTA-FI FIBER REINFORCEMENT, OR APPROVED EQUAL	4,000	TON	$ 110.00	$ 440,000.00	3,934.50	$432,795.00		$ -	3,934.50	0.98	$ 432,795.00
4	COLD MILL AND DISPOSE OF EXISTING A.C. PAVEMENT TO A DEPTH OF 2.25" WITH GRINDER. REMOVE AND DISPOSE OF EXISTING PAVING FABRIC IF ENCOUNTERED	30,000	SF	$ 0.39	$ 11,700.00	27,360.00	$10,670.40		$ -	27,360.00	0.91	$ 10,670.40
5	INSTALL 3" ASPHALT CONCRETE SURFACE COURSE, TYPE III C3 PG-70-10 (1/2" ROCK) WITH FORTA-FI FIBER REINFORCEMENT, OR APPROVED EQUAL	500	TON	$ 110.00	$ 55,000.00	492.48	$54,172.80		$ -	492.48	0.98	$ 54,172.80
6	REMOVE AND REPLACE CONCRETE CURB AND GUTTER PER CITY STD PLAN 204 TO MATCH EXISTING; No Base	500	LF	$ 94.00	$ 47,000.00		$0.00	830.30	$ 78,048.20	830.30	1.66	$ 78,048.20
7	REMOVE AND REPLACE CONCRETE SIDEWALK TO MATCH EXISTING PER CITY STD PLAN 206 & 208 WITH ROOT BARRIER. ADJUST EXISTING PULL-BOX, WATER METER, AND ALL MISCELLANEOUS IN SIDEWALK TO GRADE AS NECESSARY; 4" Thick; No Base	5,000	SF	$ 15.00	$ 75,000.00		$0.00	3,527.50	$ 52,912.50	3,527.50	0.71	$ 52,912.50
8	REMOVE AND REPLACE CONCRETE DRIVEWAY APPROACH PER CITY STD PLAN 209 TO MATCH EXISTING. ADJUST EXISTING PULL-BOX, WATER VALVE & ALL MISCELLANEOUS ITEMS IN DRIVEWAY TO GRADE; 6" Thick; No Base	9	EA	$ 2,300.00	$ 20,700.00		$0.00	4.00	$ 9,200.00	4.00	0.44	$ 9,200.00
9	CONSTRUCT NEW CROSS GUTTER PER CITY STD PLAN 105, ADJUST TO GRADE AS NEEDED DURING CONSTRUCTION. MATCH EXISTING FLOW LINE/PROVIDE CONTINUOUS FLOW LINE; 8.5" Thick On Average Over 6" AB	4	EA	$ 35,000.00	$ 140,000.00	-	$0.00	5.00	$ 175,000.00	5.00	1.25	$ 175,000.00
10	REMOVE AND CONSTRUCT NEW ADA COMPLIANT WHEELCHAIR RAMP (FROM BCR TO ECR) WITH BLUE TRUNCATED DOME (CAST-IN- PLACE) PER OCPW STD PLAN 1115. ALSO, ADJUST EXISTING PULL-BOX, WATER VALVE & ALL MISCELLANEOUS ITEMS IN RAMPS TO GRADE; 4" Thick; No Base	3	EA	$ 8,000.00	$ 24,000.00		$0.00	5.00	$ 40,000.00	5.00	1.67	$ 40,000.00
11	ADJUST UTILITY LIDS TO GRADE AS NECESSARY	6	EA	$ 850.00	$ 5,100.00	-	$0.00	18.00	$ 15,300.00	18.00	3.00	$ 15,300.00
12	REMOVE EXISTING CAST IRON FRAME & COVERS, INSTALL NEW COMPOSITE FRAME AND COVER (PROVIDED BY THE CITY) TO GRADE PER CITY STD. 505 & SPECIFICATION SECTIONS 502-2 & 502-3. REPAIR TOP 12" OF EPOXY COATING WITH SAUEREISEN SEWERGARD 210	19	EA	$ 2,000.00	$ 38,000.00		$0.00		$ -	-	-	$ -
13	REMOVE EXISTING CAST IRON FRAME AND INSTALL A NEW COMPOSITE FRAME & COVER (PROVIDED BY THE CITY) TO GRADE PER CITY STANDARD NO. 505 & SPECIFICATION SECTION 500	14	EA	$ 980.00	$ 13,720.00	-	$0.00	34.00	$ 33,320.00	34.00	2.43	$ 33,320.00

14	OVER EXCAVATION (UNSUITABLE AREA) INCLUDING ASPHALT CONCRETE BRIDGE MIX, ASPHALT CONCRETE BASE COURSE, AND ASPHALT LEVELING COURSE TYPE III C3 PG 70-10 (1/2" ROCK)	150	CY	$ 375.00	$ 56,250.00		$0.00	101.50	$ 38,062.50	101.50	0.68	$ 38,062.50
15	INSTALL TYPE D & E TRAFFIC LOOP DETECTORS PER CALTRANS STD PLAN ES-5B	1	LS	$ 3,000.00	$ 3,000.00	1.00	$3,000.00		$ -	1.00	1.00	$ 3,000.00
16	INSTALL TRAFFIC STRIPING, MARKERS AND MARKINGS	1	LS	$ 7,000.00	$ 7,000.00	1.00	$7,000.00		$ -	1.00	1.00	$ 7,000.00
17	FURNISH AND INSTALL TWO (2) CONSTRUCTION INFORMATION SIGNS. PROVIDE TRAFFIC CONTROL	1	LS	$ 154,000.00	$ 154,000.00	0.50	$77,000.00	0.50	$ 77,000.00	1.00	1.00	$ 154,000.00
A1	PULVERIZE EXISTING PAVEMENT TO A DEPTH OF 12". BLEND EXISTING AC AND BASE WITH SUBGRADE. REMOVE AND DISPOSE EXCESS BLENDED MATERIAL TO CONSTRUCT 10" CEMENT TREATED BASE UNDER THE PROPOSED AC SECTION BLENDED WITH 6% PORTLAND CEMENT AND COMPACT	3,000	SF	$ 8.00	$ 24,000.00	3,640.00	$29,120.00		$ -	3,640.00	1.21	$ 29,120.00
A2	CONSTRUCT 2" THICK ASPHALT CONCRETE BASE COURSE, TYPE III B2 PG 70-10 (3/4" ROCK) WITH FORTA-FI FIBER REINFORCEMENT OR APPROVED EQUAL AND PROVIDE STEEL PLATES	50	TON	$ 154.00	$ 7,700.00	39.34	$6,058.36		$ -	39.34	0.79	$ 6,058.36
A3	CONSTRUCT 2" THICK ASPHALT CONCRETE SURFACE COURSE, TYPE III C3 PG 70-10 (1/2" ROCK) WITH FORTA-FI FIBER REINFORCEMENT OR APPROVED EQUAL AND PROVIDE STEEL PLATES	50	TON	$ 158.00	$ 7,900.00	43.68	$6,901.44		$ -	43.68	0.87	$ 6,901.44
B1	Cold Mill And Dispose Of Existing A.C. Pavement To A Depth Of 2" With Grinder. Remove And Dispose Of Existing PAving Fabric If Encountered.	133,500	SF	$ 0.30			$0.00		$ -	-	-	$ -
B2	Install 2" Asphalt Concrete Surface Course, Type III C3 PG-70-10 (1/2" ROCK With Forta-Fi Fiber Reinforcement, Or Approved Equal.	1,615	TON	$ 110.00			$0.00		$ -	-	-	$ -
B3	Construct New Cross Gutter Per City Std Plan 105, Adjust To Grade As Needed During Construction. Match Existing Flow Line/Provide Continious Flow Line	2	EA	$ 25,000.00	$ 50,000.00		$0.00	2.00	$ 50,000.00	2.00	1.00	$ 50,000.00
B4	Install Type D & E Traffic Loop Detectrors Per Caltrans Std Plan ES-5B	1	LS	$ 3,000.00	$ 3,000.00	1.00	$3,000.00		$ -	1.00	1.00	$ 3,000.00
B5	Install Traffic Striping, Markers And Markings	1	LS	$ 2,400.00	$ 2,400.00	1.00	$2,400.00		$ -	1.00	1.00	$ 2,400.00
B6	Adjust Utility Lids To Grade As Necessary	8	EA	$ 850.00	$ 6,800.00		$0.00	8.00	$ 6,800.00	8.00	1.00	$ 6,800.00
C1	Digout 9" Asphalt Concrete And Base. Compact Base And Install 9" Asphalt Concrete Surface Course, Type III C3 PG-70-10 (1/2" Rock) With Forta-fi Fiber Reinforcement, Or Approved Equal. Exact Limist Per Engineer.	4,000	SF	$ 15.00	$ 60,000.00	3,588.00	$53,820.00			3,588.00	0.90	$ 53,820.00
	CHANGE ORDER											
CO#1	Time and Material Cost For Surveying Works	1	LS	$ 4,209.81	$ 4,209.81	1.00	$4,209.81			1.00	1.00	$ 4,209.81
C#O2 - B1.1	Cold Mill And Dispose Of Existing A.C. Pavement To A Depth Of 2" With Grinder. Remove And Dispose Of Existing PAving Fabric If Encountered.	72,500	SF	$ 0.39	$ 28,275.00	75,000.00	$29,250.00			75,000.00	1.03	$ 29,250.00
C#O2 - B2.1	Install 2" Asphalt Concrete Surface Course, Type III C3 PG-70-10 (1/2" ROCK With Forta-Fi Fiber Reinforcement, Or Approved Equal.	870	Tons	$ 124.00	$ 107,880.00	918.98	$113,953.52	-		918.98	1.06	$ 113,953.52
C#O2 - R1	Remob -Electrical Loops	1	LS	$ 2,225.00	$ 2,225.00	1.00	$2,225.00			1.00	1.00	$ 2,225.00
C#O2 - R2	Remob -Striping	1	LS	$ 2,000.00	$ 2,000.00	1.00	$2,000.00			1.00	1.00	$ 2,000.00
	TOTALS:				**$ 1,501,859.81**		**$940,932.17**		**$ 582,643.20**			**$ 1,523,575.37**

TOTAL GROSS EARNINGS	**$ 1,523,575.37**
PREVIOUS GROSS EARNINGS	$ 582,643.20
TOTAL PREVIOUS RETENTION	$ 29,132.16
TOTAL PREVIOUS PAYMENT:	$ 553,511.04
TOTAL EARNED THIS PERIOD	**$ 940,932.17**
TOTAL RETENTION THIS PERIOD	$ 47,046.61
TOTAL AMOUNT DUE THIS ESTIMATE	**$ 893,885.56**

City of Buena Park

City Council Regular Meeting Agenda Report

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

Authorize the Police Department to receive grant funding for STEP enforcement operations. The proposed agreement is in the amount of $160,000 and will fully reimburse STEP program-related activities.

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	CONSENT CALENDAR Item: D

Presented By	Prepared By
Judy Williams, Police Lieutenant	Frank Nunes, Police Chief

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Ratify an agreement with the State of California Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) Grant (PT24021); 2) Authorize the City Manager and City Attorney to make any non-monetary changes to the grant agreement; 3) Authorize the City Manager, Finance Director, and Traffic Sergeant to execute the agreement and all other necessary grant documents; and, 4) Approve a budgetary action to appropriate grant funds in the amount of $160,000.

PREVIOUS CITY COUNCIL ACTION

On September 27, 2022, the City Council approved a similar agreement with the OTS for the STEP program grant in the amount of $150,000.

DISCUSSION

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

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

BUDGET IMPACT

The proposed STEP program grant is in the amount of $160,000. There is no impact to the General Fund with the approval of this grant agreement. All expenditures will be fully reimbursed by OTS through this grant.

Attachments

OTS Grant Agreement - PT24021 2024.pdf

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Buena Park

3. Grant Period
From: 10/01/2023
To: 09/30/2024

4. AGENCY UNIT TO ADMINISTER GRANT
Buena Park Police Department

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

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $160,000.00

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

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

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

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

8. Approval Signatures

A. GRANT DIRECTOR

NAME: Jon Shaddow
TITLE: Police Sergeant
EMAIL: jshaddow@bppd.com
PHONE: (714) 562-3943
ADDRESS: 6640 Beach Blvd
Buena Park, CA 90621

Jon Shaddow (Oct 5, 2023 13:05 PDT) — Oct 5, 2023
(Signature) *(Date)*

B. AUTHORIZING OFFICIAL

ADDRESS: Judy Williams
Police Lieutenant
jwilliams@bppd.com
(714) 562-3936
6650 Beach Blvd
Buena Park, CA 90621

judith williams (Oct 12, 2023 15:23 PDT) — Oct 12, 2023
(Signature) *(Date)*

C. FISCAL OFFICIAL

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

Sung Hyun (Oct 5, 2023 15:12 PDT) — Oct 5, 2023
(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

ADDRESS: Barbara Rooney
Director
barbara.rooney@ots.ca.gov
(916) 509-3030
2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

Barbara L. Rooney — Oct 16, 2023
(Signature) *(Date)*

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

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-24.1	20.600	0521-0890-101	2022	43/22	BA/22	$20,400.00
164AL-24.1	20.608	0521-0890-101	2022	43/22	BA/22	$34,000.00
164AL-24	20.608	0521-0890-101	2023	12/23	BA/23	$66,000.00
402PT-24	20.600	0521-0890-101	2023	12/23	BA/23	$39,600.00
				AGREEMENT TOTAL		**$160,000.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

AMOUNT ENCUMBERED BY THIS DOCUMENT
$160,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE
Carolyn Vu (Oct 12, 2023 15:23 PDT)	Oct 12, 2023	**$160,000.00**

1. PROBLEM STATEMENT

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

The following statistics are using 2021 as the base year in comparison with 2022. In 2022 we had a 66.7% increase in fatal traffic crashes from 3 to 5. Injury involved traffic crashes increased by 7% from 209 to 226. Total victims injured in traffic crashes went up in 2022 from 287 to 322 which was a 10.8% increase. Pedestrian fatalities increased by 100% from 2 to 4. Alcohol involved fatalities decreased by 100% from 2 to 1. Alcohol involved injury crashes increased 41% from 17 to 29. Motorcycle involved fatality crashes stayed the same with 1 in both 2021 and 2022. The number of bicyclists fatalities remained the same with 0 in both years.

The statistics show that alcohol involved crashes, fatal crashes and fatal crashes involving pedestrians are up from years past in our jurisdiction. Overall, our numbers increased across the board as compared to previous years. Significant increase was largely in part to fatal crashes being on the rise. We believe this is in part due to post COVID activities. Traffic on our roadways was greater than previous years as was pedestrian traffic. We had an increase in vehicle, pedestrian, and bicycle traffic throughout our city in 2022. It is a priority for our agency to continue to enforce and educate the public on the dangers of drinking and driving, pedestrian safety and speeding enforcement.

Additionally, during the first four months of the current grant year we experienced eight (8) fatal traffic crashes. Out of the eight fatal crashes, three involved alcohol and or drugs. This increase is a continued trend over last year's grant year where we experience a spike in fatal traffic crashes from 3 to 5.

The main goal of the Buena Park Police Department is to reduce alcohol-related crashes and increase public awareness of the dangers of DUI by strictly enforcing DUI violations and increasing overall traffic safety by conducting enforcement programs containing specific goals and objectives. The statistics although increased, still show a need for added enforcement involving primary crash enforcement in order to reduce injury involved crashes. We have made an effort to pinpoint more accurately where our more serious crashes occur to help reduce injury crashes. The statistics still show a need for consistent DUI enforcement as well as dedicated pedestrian, bicycle, and motorcycle enforcement as well as education.

Since 2009, our department’s traffic bureau has suffered personnel loss due to staffing, negatively impacting the unit’s ability to staff our city streets as we once did in years past. In 2009, our unit deployed seven motorcycle officers; to date we now have three. We are carrying vacancies for a DUI officer and have since added one additional spot which was a civilian traffic investigator. This reduction has extended the work throughout the existing traffic employees and has led to a decrease in overall productivity.

We are operating with three motorcycle officers, down from 4. We have lost our commercial enforcement officer and our DUI officer back to patrol due to staffing shortages. Our department is short personnel, but DUI and traffic related enforcement remains a high priority. Grant funding from OTS will assist in safeguarding the residents of Buena Park preserving life and property through education and enforcement of grant goals and objectives.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.

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

B. Objectives:	**Target Number**
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	1
7. Send law enforcement personnel to the DRE Recertification training.	2
8. Send law enforcement personnel to SFST Instructor training.	1
9. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	5
10. Conduct DUI Saturation Patrol operation(s).	34
11. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	20
12. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	8
13. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	5

14. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	8
15. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
16. Participate in highly visible collaborative DUI Enforcement operations.	4
17. Participate in highly visible collaborative Traffic Enforcement operations.	2
18. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	2
19. Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.	4

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled

release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.

- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. <u>Phase 3 – Data Collection & Reporting</u> (Throughout Grant Year)

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

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

4. METHOD OF EVALUATION

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

5. ADMINISTRATIVE SUPPORT

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

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164AL-24	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$100,000.00
402PT-24	20.600	State and Community Highway Safety	$60,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-24	$9,500.00	5	$47,500.00
DUI Saturation Patrols	164AL-24	$1,190.00	34	$40,460.00
Collaborative DUI Enforcement	164AL-24	$1,180.00	4	$4,720.00
Benefits for 164AL - OT @ 1.45%	164AL-24	$92,680.00	1	$1,344.00
Traffic Enforcement	402PT-24	$1,180.00	20	$23,600.00
Distracted Driving	402PT-24	$1,180.00	8	$9,440.00
Motorcycle Safety	402PT-24	$1,180.00	5	$5,900.00
Pedestrian and Bicycle Enforcement	402PT-24	$1,180.00	8	$9,440.00
Street Racing and Sideshow Enforcement Operations	402PT-24	$1,180.00	4	$4,720.00
Collaborative Traffic Enforcement	402PT-24	$1,180.00	2	$2,360.00
Traffic Safety Education	402PT-24	$600.00	2	$1,200.00
Benefits for 402PT - OT @ 1.45%	402PT-24	$56,660.00	1	$822.00
Category Sub-Total				$151,506.00
B. TRAVEL EXPENSES				
In State Travel	402PT-24	$2,518.00	1	$2,518.00
				$0.00
Category Sub-Total				$2,518.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-24	$1,026.00	1	$1,026.00
PAS Device/Calibration Supplies	164AL-24	$4,950.00	1	$4,950.00
Category Sub-Total				$5,976.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$160,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Benefits for 164AL - OT @ 1.45% - Benefits breakdown: WC - 1.45%
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Street Racing and Sideshow Enforcement Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Traffic Safety Education - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.
Benefits for 402PT - OT @ 1.45% - Benefits breakdown: WC - 1.45%
TRAVEL EXPENSES
In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum and the California Traffic Safety Summit. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES
-
EQUIPMENT
-
OTHER DIRECT COSTS
DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
PAS Device/Calibration Supplies - Preliminary alcohol screening device to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories. Each item must have a unit cost of less than $5,000 (including tax and shipping).

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

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

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

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

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

GENERAL REQUIREMENTS

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

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

NONDISCRIMINATION

(applies to all subrecipients as well as States)

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

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

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

GENERAL ASSURANCES

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

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

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

SPECIFIC ASSURANCES

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

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review

upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

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

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

The Subgrantee will provide a drug-free workplace by:

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

POLITICAL ACTIVITY (HATCH ACT)

(applies to all subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

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

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

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

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

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

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

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

BUY AMERICA
(applies to subrecipients as well as States)

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

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

GENERAL REQUIREMENTS

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

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

DISCLOSURE REQUIREMENTS

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

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

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

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

POLICY ON SEAT BELT USE

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

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

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

GRANT DETAILS	
Grant Number:	PT24021
Agency Name:	Buena Park Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$160,000.00
Authorizing Official:	Judy Williams
Fiscal Official:	Sung Hyun
Grant Director:	Jon Shaddow

CURRENT GEMS USER(S)

1. Roger Plumlee
Title: Police Sergeant
Phone: (714) 562-3902
Email: rplumlee@bppd.com
Media Contact: Yes

2. Jon Shaddow
Title: Police Sergeant
Phone: (714) 562-3943
Email: jshaddow@bppd.com
Media Contact: No

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

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by: Jon Shaddow (Oct 5, 2023 13:04 PDT)	Date: Oct 5, 2023

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

Jon Shaddow (Oct 5, 2023 13:05 PDT)	Jon Shaddow
Signature	Name
Oct 5, 2023	Grant Director
Date	Title

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS FOR ALL GRANT PROGRAMS FOR WHICH THE CITY OF BUENA PARK IS ELIGIBLE TO THE CALIFORNIA DEPARTMENT OF RESOURCES AND RECOVERY (CALRECYCLE)

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	CONSENT CALENDAR Item: E

Presented By	Prepared By
Laurie Aubuchon, Sr. Management Analyst	Mina Mikhael, Director of Public Works/City Engineer

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution authorizing the submittal of individual grant applications for all grant programs for which the City of Buena Park is eligible to the California Department of Resources and Recovery (CalRecycle).

PREVIOUS CITY COUNCIL ACTION

On January 25, 2022, a similar resolution was adopted by the City Council for a CalRecyle grant related to short-lived climate pollutants (SLCP) and SB 1383.

DISCUSSION

The California Department of Resources and Recovery (CalRecycle) periodically offers grants and payment programs to cities for various recycling and waste recovery purposes. The proposed resolution authorizes City staff to submit applications for these grants and payment programs and to administer the grants through December 31, 2028. The Public Works Director is identified as the authorized official to sign the grant applications and required reports.

In the past, the City has applied for and received grants for the collection and recycling of used motor oil, plastic beverage bottles, rubberized asphalt made from used automobile tires, and assistance to implement the mandates for organic waste collection and recycling contained in SB 1383. The proposed resolution applies to each of these grants as well as future opportunities.

BUDGET IMPACT

There is no direct budget impact associated with this action.

Attachments

Individual Grant Funding Resolution_11-14-23.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS FOR ALL GRANT PROGRAMS FOR WHICH THE CITY OF BUENA PARK IS ELIGIBLE

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Buena Park, California, authorizes the submittal of applications to CalRecycle for all grants for which the City of Buena Park is eligible; and

BE IT FURTHER RESOLVED that the Director of Public Works, or their 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 project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five years from the date of adoption.

PASSED AND ADOPTED this 14th day of November 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 14th day of November 2023.

_____
City Clerk

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION APPROVING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF BUENA PARK

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	CONSENT CALENDAR Item: F

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

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving the annual Measure M2 Expenditure Report.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

On November 7, 2006, voters approved a renewed Measure M, commonly referred to as M2, which is a 30-year program extension of the original Measure M (1991-2011) that funds countywide transportation facility and service improvements by a transactions and use tax of one-half of one percent (0.5%). M2 requires that each jurisdiction adopt an annual Expenditure Report to account for funds expended that satisfy the Measure M Maintenance of Effort requirement within six months of the jurisdiction's fiscal year end. By adopting this resolution, the City will be in compliance with this requirement.

BUDGET IMPACT

There is no budget impact by adopting this resolution.

Attachments

M2 Expenditure Report Att1of2 reso.pdf

M2 Expenditure Report Att2of2 report.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, CONCERNING THE MEASURE M2 (M2) EXPENDITURE REPORT FOR THE CITY OF BUENA PARK

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

WHEREAS, local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by the local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the M2 Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the M2 Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve and inform OCTA that:

Section 1: The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of the fiscal year.

Section 2: The M2 Expenditure Report is hereby adopted by the City of Buena Park.

Section 3: The City of Buena Park Director of Finance is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2023.

PASSED AND ADOPTED this 14th day of November 2023, by the following called vote:

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

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. 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 14th day of November 2023.

_____
City Clerk

M2 Expenditure Report

Fiscal Year Ended June 30, 2023

Beginning and Ending Balances

Description		Line No.	Amount	Interest
Balances at Beginning of Fiscal Year				
A-M	Freeway Projects	1	$ -	$ -
O	Regional Capacity Program (RCP)	2	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	$ (38,016.00)	$ -
Q	Local Fair Share	4	$ 2,297,820.24	$ -
R	High Frequency Metrolink Service	5	$ -	$ -
S	Transit Extensions to Metrolink	6	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	$ 44,584.15	$ -
V	Community Based Transit/Circulators	9	$ -	$ -
W	Safe Transit Stops	10	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	11	$ -	$ -
	Other*	12	$ -	$ -
Balances at Beginning of Fiscal Year		13	$ 2,304,388.39	$ -
	Monies Made Available During Fiscal Year	14	$ 2,241,667.61	$ 44,434
Total Monies Available (Sum Lines 13 & 14)		15	$ 4,546,056.00	$ 44,434
	Expenditures During Fiscal Year	16	$ 2,102,572.21	$ 44,434
Balances at End of Fiscal Year				
A-M	Freeway Projects	17	$ -	$ -
O	Regional Capacity Program (RCP)	18	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	19	$ -	$ -
Q	Local Fair Share	20	$ 2,384,394.57	$ -
R	High Frequency Metrolink Service	21	$ -	$ -
S	Transit Extensions to Metrolink	22	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	24	$ 59,089.22	$ -
V	Community Based Transit/Circulators	25	$ -	$ -
W	Safe Transit Stops	26	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	27	$ -	$ -
	Other*	28	$ -	$ -

* Please provide a specific description

City of Buena Park

M2 Expenditure Report

Schedule 2

Fiscal Year Ended June 30, 2023

Sources and Uses

	Description	Line No.	Amount	Interest
Revenues:				
A-M	Freeway Projects	1	$ -	$ -
O	Regional Capacity Program (RCP)	2	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	$ 38,016.00	$ -
Q	Local Fair Share	4	$ 2,097,880.12	$ 43,807.25
R	High Frequency Metrolink Service	5	$ -	$ -
S	Transit Extensions to Metrolink	6	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	$ 105,771.49	$ 627.03
V	Community Based Transit/Circulators	9	$ -	$ -
W	Safe Transit Stops	10	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	11	$ -	$ -
	Other*	12	$ -	$ -
TOTAL REVENUES (Sum lines 1 to 12)		13	$ 2,241,667.61	$ 44,434.28
Expenditures:				
A-M	Freeway Projects	14	$ -	$ -
O	Regional Capacity Program (RCP)	15	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	16	$ -	$ -
Q	Local Fair Share	17	$ 2,011,305.79	$ 43,807.25
R	High Frequency Metrolink Service	18	$ -	$ -
S	Transit Extensions to Metrolink	19	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	21	$ 91,266.42	$ 627.03
V	Community Based Transit/Circulators	22	$ -	$ -
W	Safe Transit Stops	23	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	24	$ -	$ -
	Other*	25	$ -	$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)		26	$ 2,102,572.21	$ 44,434.28
TOTAL BALANCE (Subtract line 26 from 13)		27	$ 139,095.40	$ -

* Please provide a specific description

M2 Expenditure Report

Fiscal Year Ended June 30, 2023

Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees+	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2[2]	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	$ 1,535,802.46	$ -	$ -	$ -	$ -	$ -	$ 406,627.00	$ 8,856.54	$ -	$ -	$ -	$ -	$ -	$ 1,951,286.00
Construction & Right-of-Way															
New Street Construction	2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Reconstruction	3	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,562,467.18	$ 34,031.32	$ -	$ -	$ -	$ -	$ -	$ 1,596,498.50
Signals, Safety Devices, & Street Lights	4	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pedestrian Ways & Bikepaths	5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Drains	6	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Damage	7	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Construction[1]	8	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,562,467.18	$ 34,031.32	$ -	$ -	$ -	$ -	$ -	$ 1,596,498.50
Right of Way Acquisition	9	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Construction & Right-of-Way	10	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,562,467.18	$ 34,031.32	$ -	$ -	$ -	$ -	$ -	$ 1,596,498.50
Maintenance															
Patching	11	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Overlay & Sealing	12	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Lights & Traffic Signals	13	$ 1,227,520.19	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,227,520
Storm Damage	14	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Street Purpose Maintenance	15	$ 2,379,418.43	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,379,418
Total Maintenance[1]	16	$ 3,606,938.62	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,606,939
Other	17		$ -	$ -	$ -	$ -	$ -	$ 42,211.61	$ 919.39	$ -	$ -	$ 91,266.42	$ 627.03	$ -	$ 135,024.45
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	$ 5,142,741.08	$ -	$ -	$ -	$ -	$ -	$ 2,011,305.79	$ 43,807.25	$ -	$ -	$ 91,266.42	$ 627.03	$ -	$ 7,289,747.57
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director initial: _____														

[1] Includes direct charges for staff time

[2] Other M2 includes A-M, R,S,T,U,V, and W

\+ Transportation related only

* Please provide a specific description

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

M2 Expenditure Report

Fiscal Year Ended June 30, 2023

Local Fair Share Project List

PROJECT NAME	AMOUNT EXPENDED
Malvern Avenue Rehabilitation	$ 1,850,908.35
Orangethorpe Avenue Pavement Rehabilitation	$ 150,144.26
Metrolink Improvements	$ 54,060.43
	$ 2,055,113.04

M2 Expenditure Report
Fiscal Year Ended June 30, 2023

I hereby certify that:

☐ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;

☐ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;

☐ The City/County of _____ is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;

☐ The City/County's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and

☐ The City/County of _____ has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to or exceeding the FY 2022-23 MOE benchmark dollar amount[11].

_____ _____
Director of Finance (Print Name) Date

_____
Signature

[11] Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION APPOVING THE APPOINTMENT OF MADELINE MORRISON TO THE NAVIGATION CENTER OVERSIGHT COMMISSION

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	CONSENT CALENDAR Item: G

Presented By	Prepared By
Adria M. Jimenez, MMC, City Clerk	Sarah Guerra, Administrative Assistant

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Confirm the appointment of Madeline Morrison to the Navigation Center Oversight Commission representing the School District for a term that will expire on December 8, 2026.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City has seven established City commissions/committees, which serve as advisory bodies to the City Council. These commissions/committees facilitate public input and citizen participation in the determination of City policies. City Council Members directly appoint citizens to serve on these commissions/committees.

After an interview with Council Member Traut (Commission Council Liaison), Madeline Morrison was selected to the vacant position on the Navigation Center Oversight Commission.

Attachments

Commission Appointment Resolution.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING THE APPOINTMENT OF MADELINE MORRISON TO THE NAVIGATION CENTER OVERSIGHT COMMISSION

The Buena Park City Council does hereby resolve as follows:

1. Madeline Morrison is hereby appointed to the Navigation Center Oversight Commission as a school district representative for a term expiring December 8, 2026.

PASSED AND ADOPTED this 14th day of November 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 14th day of November 2023.

_____
City Clerk

City of Buena Park

City Council Regular Meeting Agenda Report

APPROVE AND ADOPT A CITY TREE MAINTENANCE POLICY

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	CONSENT CALENDAR Item: H

Presented By	Prepared By
Joe Hunt, Public Works Manager	Mina Mikhael, Director of Public Works/City Engineer

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve and adopt a Tree Maintenance Policy regarding maintenance of plants and trees on public property.

PREVIOUS CITY COUNCIL ACTION

The City Council discussed the City's Tree Policy and provided direction to staff to return for formal adoption at the September 26, 2023, City Council Meeting.

DISCUSSION

Staff developed the proposed Buena Park Public Tree Policy (Policy) to more specifically address tree maintenance issues on parkways and public property. This stand alone policy does not require any modifications to the Municipal Code, but does clarify the City's practices and procedures to both staff and the public. Additionally, the Policy contains guidelines for private trees where they affect public property. Feedback from the City Council's discussion during study session on September 26, 2023, was incorporated into the Policy. A summary of clarifications provided by the Policy includes:

Frequency of Trimming

Trims related to safety are scheduled immediately. Other trims are scheduled on a set interval based on species, most commonly in an interval of every four years. This is what the City budgets for and is the recommended best practice. If a property owner wishes to have a parkway tree trimmed sooner than scheduled by the City, the property owner may obtain a no-fee permit from the City and pay for a City-approved, licensed, bonded, and insured contractor to do the trimming to the City’s specifications.

Guidelines for Public Tree Planting

Public trees should be on the Approved Street Tree List and must be appropriate for the specific planting site. Generally, no tree shall be planted closer than 25 feet to another tree, closer than 15 feet to any utility pole or light standard, nearer than 5 feet to any fire hydrant, water meter, or gas meter, or closer than 25 feet from the curb radius centers of any street intersection. The preferred tree size shall be 15-gallon. If a property owner wishes to plant a tree on public property, they may obtain a no-fee permit from the City and pay for a City-approved, licensed, bonded, and insured contractor to do the

planting. To supplement City funded tree replacement activity, the City will endeavor to work with neighborhood and non-profit organizations to obtain additional resources and coordinate neighborhood-planting efforts. Generally speaking, a variety of species of trees should be planted on each street, and efforts will be made to avoid having one type of tree dominate a street or block.

Removal of Street Trees on Public Property

The City attempts to correct, by all means available, situations that may call for removal of City trees. However, as trees and neighborhoods mature, removal and replacement may become necessary. In general, the City will only remove or allow removal of a tree on public property if it is dead, dying, diseased, uprooted, damaged and in danger of falling, or where tree root-damaged sidewalks and curbing cannot otherwise be safely corrected. The City will not allow removal of a tree solely because of leaf, flower, berry debris, or personal preference.

Conditions for Removing Trees on Public Property

Determination of a tree's condition and removal will be made by Public Works Department staff. Removal may be considered if the tree is dead, dying, diseased beyond repair, in danger of falling, poses a recognized danger of falling or dropping limbs, is competing for space or light with adjacent trees that are more valuable, is host to aggressive diseases or pests that could spread to other trees, or is in decline and is estimated to have less than two years of life remaining. Additionally, the tree may be removed if it is causing or has the potential to cause an immediate hazard or is preventing the immediate repair of a sidewalk, curb, gutter, or an essential utility service. For removals being requested by a property owner due to re-occurring utility damage being caused by the tree, the property owner shall provide proof of such damage, verified with invoiced repair costs by a licensed contractor.

Removal of Tree on Public Property to Accommodate Private Construction Projects

A property owner may apply for a no-fee permit to remove a street tree but must demonstrate that the existing tree has a direct impact to the design and function of the proposed project. The property owner will pay all removal costs, including site cleanup, make any necessary repair of hardscape damage and replace the tree. The tree must be replaced with a City-approved 15-gallon tree to be planted in an appropriate area of the parkway. The property owner will also pay for the equivalent of one (1) 15-gallon tree (approximate cost: $75) to be planted elsewhere in the City. All fees collected for tree replacement will be placed in a designated tree fund, used solely for the enhancement of the urban forest program.

Private Trees Obstructing Public Property

Any tree, shrub, or plant located on private property infested with disease or insects, which is infectious and may spread such disease or insects to other trees or shrubs in the City, shall constitute a public nuisance. Additionally, any tree, shrub, or plant growing or standing on private property in such a manner that any portion interferes with utility poles, lines, wire, or electroliers lawfully-erected or maintained along any public street or sidewalk or restricts the flow of traffic or visibility of such street, sidewalk, or intersection or any such tree, which has become diseased or weakened in such a manner as to be dangerous to persons lawfully using the streets or sidewalks shall constitute a public nuisance. The Director of Public Works shall cause notice to be served upon the property owner directing that the public nuisance be removed or abated within 7 days.

Private Trees and Shrubs Damaging Public Property

If a private tree, shrub, or other plant material causes damage to public property including sidewalks, curbs, gutters, streets, and alleys, repair of damaged areas is the responsibility of the abutting property owner. The property owner is required to obtain applicable permits from the City prior to making any repairs. If the property owner fails to make proper repairs, the City may pursue nuisance abatement or code enforcement remedies.

Penalties for Vandalizing or Damaging City Trees

If a property owner vandalizes or damages a City Tree adjacent to their private property, and the damage is such that it cannot be safely corrected and necessitates removal of the tree, the City may seek recovery of all removal costs, including site cleanup, repair of hardscape damage, and replacement of the tree from the property owner.

Attached to the Policy is an Approved Parkway Tree List. This list includes 16 species of trees suitable for parkway planting, and includes two California native trees per direction from the City Council. Species on the list include: Camphor Tree, Brisbane Box Tree, Arabian Lilac Tree, Gold Medallion Tree, White Crape Myrtle, Evergreen Pear Tree, Marina Strawberry Tree, Glossy Privet Tree, Compact Southern Magnolia Tree, Chinese Pistachio Tree, Japanese Pagoda Tree, Purple Orchid Tree, Silver Maple Tree, Sweet Bay Laurel Tree, Blue Palo Verde Tree (California native), and Desert Willow Tree (California native).

BUDGET IMPACT

None.

Attachments

Buena Park Tree Policy Final Draft 4 JH.pdf

Buena Park Public Tree Policy
BPMC Chapter 12.20 (Plants and Trees on Public Property)
BPMC Chapter 15.28 (Abatement of Public Nuisances)

Objective

The objectives of this Tree Maintenance Policy ("Policy") include to: (1) fully realize the benefits of trees in public spaces, which include shade from the sun, minimization of the urban heat effect, abatement of air and noise pollution, reduction of soil erosion and runoff, enhancement of the visual environment, traffic calming, and promotion of community pride; (2) reduce the public hazard, nuisance, and expense incurred by poorly maintained or improperly selected tree; (3) promote efficient and cost-effective management of the City's urban forest; (4) protect the City's investment in a mature and healthy urban forest; and (5) address circumstances where trees located on private property cause damage to public property or constitute a public nuisance.

Introduction

This Policy provides guidelines for administering Chapters 12.20 and 15.28 of the Buena Park Municipal Code. It includes standards for planting, maintaining and removing trees located on public property or in the public rights-of-way, and standards to aid private property in responsibly planting, maintaining and removing trees located on private property. This policy is intended to be used as a reference by City Staff, residents, businesses, and private contractors in making tree-related in the City..

Application

This policy applies to all trees located on public property or public rights of way, which includes but is not limited to parkways, median islands, and areas located between the curb and sidewalk adjacent to public rights of way ("Public Property"). Additionally, portions of this Policy apply to trees located on private property to the extent those trees damage City property or constitute a public nuisance.

Tree Maintenance on Public Property

There are dozens of varieties of street trees in the City of Buena Park and each species requires different care and brings its own unique characteristics to a neighborhood. Immediate trimming may be required on some trees to protect public safety, while other trees are identified for trimming as time and resources allow. There are a number of trees within the City requiring special handling for various reasons such as species, age, or location near buildings or power lines. Utility companies under their franchise agreements have the right to trim City trees when they pose a hazard to their facilities.

The Public Works Department is responsible for trimming trees located on Public Property and each year City funds are budgeted for tree trimming services. Trims related to safety (tree limbs that interfere with safe passage of vehicles or pedestrians) are scheduled

immediately. Other trims are scheduled on a set interval based on species, most commonly in an interval of every four years. Tree limbs are selectively removed to “air out” the tree to encourage good development and preserve their health, structure and natural appearance. The City will not allow its crews or contractors to perform topping, heading back, stubbing, lion tailing, or pollarding.

If a property owner wishes to have a parkway tree trimmed sooner than scheduled by the City, a property owner must first obtain a no-fee permit from the City. The property owner shall be responsible for the tree trimming and for all costs related to it, including cleanup and disposal. A City-approved, licensed, bonded, and insured contractor must do the actual trimming. Work must be done according to City specifications.

Tree Planting on Public Property

The Public Works Department is responsible for all tree plantings on Public Property. In an effort to restock and enhance the City’s urban forest, the Public Works Department will plant trees in areas where trees have been lost due to disease, age, weather, or infrastructure damage. The cooperation of adjacent property owners in caring for newly planted trees will be encouraged as they are especially dependent on irrigation to survive.

To supplement City funded tree replacement activity, the City will endeavor to work with neighborhood and non-profit organizations to obtain additional resources and coordinate neighborhood-planting efforts.

Trees that are planted shall be on the Approved Street Tree List and must be appropriate for the specific planting site. No tree shall be planted closer than 25 feet to another tree unless a staff have determined that a lesser distance will not impact the growth or health of the tree, or closer than 15 feet to any utility pole or light standard, or nearer than 5 feet to any fire hydrant, water meter or gas meter, or closer than 25 feet from the curb radius centers of any street intersection.

No tree shall be planted in a planting strip that is less than 30 inches in width between the sidewalk and curb, except upon the approval of the Director of Public Works. Because a 15-gallon tree will be larger and healthier than a 24 or 36 inch boxed tree five years after planting, the preferred tree size shall be 15 gallon. Generally speaking, a variety of species of trees should be planted on each street, and effort will be made to avoid having one type of tree dominate a street or block.

If a property owner wishes to plant a tree on Public Property, he/she shall obtain a permit from the Public Works Department. The permit provides the means for the City to work with the property owner to ensure appropriate tree selection, appropriate planting location, and adding the locating to the City’s tree inventory for future maintenance. The permit will be issued on a no-fee permit basis. The property owner shall bear all costs and liabilities associated with the planting(s) and ensure that any contractor used is licensed by the City. Property owners shall also be responsible for watering the tree to ensure its healthy growth. **(Municipal Code Section 12.20.030.A).**

Trees planted without a permit that are considered undesirable (not on the Approved Street Tree List) will result in the property owner being required to remove and replace the tree with a tree on the Approved Street Tree List. Failure to comply will result in the removal of the tree by the City, at the property owner's expense. **(Municipal Code Section 12.20.010.A).**

Removal of Street Trees on Public Property

The City recognizes the value and appeal of a viable urban forest and promotes not only the conservation but also the addition to the urban forest canopy in the constantly evolving and complex biological setting that the City landscape provides. The City recognizes that there is no perfect tree for all situations and that site conditions and community preferences, along with biological constraints, are all involved in tree selection and maintenance.

The conservation of City trees, especially those in parkways, is a collaboration between the City and its individual residents. Property owners and/or their tenants are required to care for and properly maintain their parkway trees and report any damaged or suspected diseased trees to the Public Works Department.

The City attempts to correct, by all means available, situations that may call for removal of City trees. However, as trees and neighborhoods mature, removal and replacement may become necessary. In general, the City will only remove or allow removal of a tree on Public Property if it is dead, dying, diseased, uprooted, damaged and in danger of falling, or where tree root-damaged sidewalks and curbing cannot otherwise be safely corrected. The City will not allow removal of a tree solely because of leaf, flower, berry debris, or personal preference. The Director of Public Works or his/her designee is authorized to approve or deny all tree removal requests.

Conditions for Removing Trees on Public Property

The determination of a tree's condition and removal will be made by Public Works Department staff. Removal of a tree at no cost to the adjacent property owner may be considered for the following reasons:

- The tree is dead, dying, critically diseased or damaged beyond reasonable repair.
- The tree is in danger of falling or uprooting.
- There is a recognized danger of falling or dropping limbs, which, combined with other factors such as high winds, make corrective measures non-cost effective.
- The tree is competing for light or space with adjacent trees that are more valuable because of their potential longer life, attractiveness and/or sturdier growth.

- The tree is host to aggressive, life-threatening disease or pests that threaten to spread to other trees.

- The tree is in decline and is estimated to have less than two years of life remaining.

- The tree is damaging vital infrastructure such as a sewer line, water line, gas or electrical conduit or is causing other major structural damage.

- The tree is preventing the immediate repair of a sidewalk, curb, gutter, or an essential utility service.

- The Director of Public Works or his/her designee has made the determination that the removal is required to accommodate a City approved infrastructure improvement.

In the cases where the majority of the trees on a block are designated for removal due to declining tree health, the City will work with property owners on a staged removal plan.

For removals being requested by a property owner due to re-occurring utility damage being caused by the tree, the property owner shall provide proof of such damage, verified with invoiced repair costs by a licensed contractor.

Tree/Hardscape Conflicts on Public Property

The following guidelines have been established for correcting potentially hazardous situations that result from tree roots disturbing nearby hardscape (sidewalks, curbs, etc.): Hardscape damage on Public Property may require a temporary asphalt ramp to be followed by permanent repair of the area as funds become available. All reported offsets/deviations will be patched.

Hardscape damage on Public Property that creates a public safety hazard will be scheduled for repair, as funds are available. The following procedures for the removal of street trees as part of any street or sidewalk reconstruction project shall apply:

1. The tree shall be inspected by Public Works Department staff and a written determination made that the proposed street or sidewalk work cannot be accomplished as planned without permanent damage to the tree resulting in making the tree unstable or causing its demise, or the tree has significantly re-damaged a street or sidewalk repaired within the previous 36 months.

2. City staff shall make a determination that the proposed improvement plans cannot be altered to avoid tree removal (i.e.: sidewalk routed around the tree with an easement granted by the adjoining property owner).

Removal of Tree on Public Property to Accommodate Private Construction Projects

Removal of a street tree at the property owner's expense may be considered if the property owner agrees to all the applicable conditions outlined below. Property owners wishing remove a tree on Public Property must first obtain a no-fee permit from the City.

- The property owner's application for the permit must demonstrate that the existing tree has a direct impact to the design and function of the proposed project.

- The property owner will pay all removal costs, including site cleanup, make any necessary repair of hardscape damage and replace the tree. The tree must be replaced with an approved 15-gallon tree to be planted in an appropriate area of the parkway. The property owner will also pay for the equivalent of one (1) 15-gallon tree (approximate cost: $75) to be planted elsewhere in the City. All fees collected for tree replacement will be placed in a designated tree fund, used solely for the enhancement of the urban forest program.

- The tree, stump and debris are to be removed by a City-approved, licensed, bonded and insured contractor. If the sidewalk, curb and/or gutter or any infrastructure is damaged by the contractor while removing the tree (final conditions will be inspected by the City), the property owner agrees to have all damages repaired within forty-five (45) days after tree removal. If the property owner fails to make repairs, the property owner will be assessed the full value of the tree based on International Society of Arboriculture (ISA) standards. The property owner will be required to replant a tree if the parkway space is available. If the request is granted the property owner will be required to complete all permits, provide a bond for completion, and secure a City-approved, licensed, bonded and insured contractor.

Private Trees Obstructing Public Property

Any tree, shrub, or plant located on private property infested with disease or insects which, in the opinion of the Director of Public Works, is infectious and may spread such disease or insects to other trees or shrubs in the City, shall constitute a public nuisance. **(Municipal Code Chapter 15.28).**

Any tree, shrub, or plant growing or standing on private property in such a manner that any portion interferes with utility poles, lines, wire, or electroliers lawfully erected or maintained along any public street or sidewalk or restricts the flow of traffic or visibility of such street, sidewalk, or intersection or any such tree which has become diseased or weakened in such a manner as to be dangerous to persons lawfully using the streets or sidewalks shall constitute a public nuisance.

The Director of Public Works shall cause notice to be served upon the property owner directing that the public nuisance be removed or abated within seven (7) days. If the public nuisance is not abated or removed or abated within seven (7) days after notice is served, the Director is granted authority to pursue nuisance abatement or code enforcement remedies.

Private Trees and Shrubs Damaging Public Property

If a private tree, shrub, or other plant material causes damage to public property including sidewalks, curbs, gutters, streets, and alleys, repair of damaged areas is the responsibility of the abutting property owner. The property owner is required to obtain applicable permits from the City prior to making any repairs. If the property owner fails to make proper repairs, the City may pursue nuisance abatement or code enforcement remedies. See Section 12.20.030 of the Municipal Code regarding the obligation of residential property owners to maintain parkways adjacent to their property.

City Trees and Shrubs Damaging Private Property

If private property damage occurs as a direct result of a tree located on Public Property, the private property owner is may file a claim for damages with the City. Claim forms for such damages are available from the Public Works Department by calling (714) 562-3655. City Staff will review the claim and respond in the manner prescribed by law.

Penalties for Vandalizing or Damaging City Trees

If a property owner vandalizes or damages a City Tree adjacent to their private property, and the damage is such that it cannot be safely corrected and necessitates removal of the tree, the City may seek recovery from the property owner of all removal costs, including site cleanup, repair of hardscape damage, and replacement of the tree.

City of Buena Park
Approved Parkway Tree List

- Camphor Tree
- Brisbane Box Tree
- Arabian Lilac Tree
- Gold Medallion Tree
- White Crape Myrtle
- Evergreen Pear Tree
- Marina Strawberry Tree
- Glossy Privet Tree
- Compact Southern Magnolia Tree
- Chinese Pistachio Tree
- Japanese Pagoda Tree
- Purple Orchid Tree
- Silver Maple Tree
- Sweet Bay Laurel Tree
- Blue Palo Verde Tree
- Desert Willow Tree

*Updated November 14, 2023

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND APPROVAL OF A CONTRACT WITH ISSA ELECTRIC, INC. FOR THE KNOTT AVENUE SEWER UPSIZING PROJECT FROM LA PALMA AVENUE TO EL DORADO DRIVE

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	NEW BUSINESS Item: A

Presented By	Prepared By
Hysun Lee, Assistant Engineer	Mina Mikhael, Director of Public Works/City Engineer

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt a resolution approving plans and specifications for the Knott Avenue Sewer Upsizing Project from La Palma Avenue to El Dorado Drive; 2) Award a contract to ISSA ELECTRIC, INC. in the amount of $502,998.89; 3) Authorize contingency funds in the amount of $50,300 in the same purchase order; 4) Authorize construction engineering funds in the amount of $30,000; 5) Authorize the City Manager and the City Clerk to make any necessary, non-monetary changes to the contract; and 6) Authorize the City Manager and the City Clerk to execute the contract

PREVIOUS CITY COUNCIL ACTION

None

DISCUSSION

The existing sewer main along Knott Avenue from La Palma Avenue to El Dorado Drive is a 8-inch Vitrified Clay Pipe (VCP) that was installed in the 1950s. New developments around the area have increased the amount of sewage going into the pipes. In accordance with the Buena Park Sewer Master Plan, the sewer main along Knott Avenue from La Palma Avenue to El Dorado Drive will be replaced with a larger 10-inch VCP sewer main. This will increase the capacity and life span of the pipe over time.

On November 2, 2023, six (6) bids were received and publicly opened by City staff. ISSA ELECTRIC, INC. was the lowest responsive bidder at $502,998.89. The Contractor possesses the required license and has performed similar projects for other agencies including the City of Industry, City of Riverside, and City of Corona. Staff recommends awarding a contract to ISSA ELECTRIC, INC. of Riverside, California, in the amount of $502,998.89, approving contingency funds in the amount of $50,300, and approving construction engineering funds in the amount of $30,000. This is a multi-trade construction contract with an engineer's estimate of less than $500,000, so the Community Workforce Agreement (CWA) does not apply.

Construction is anticipated to begin in February 2024, and it will be completed by March 2024.

BUDGET IMPACT

This project is listed on the FY2022-23 Capital Improvement Project Budget and will be funded by project account No. 52-9806-490033.

Total Project cost as shown below is $583,298.89 with the following breakdown:

Construction Contract:	$502,998.89
Construction Contingency:	$ 50,300.00
Construction Engineering:	$ 30,000.00
Total Project Cost:	$583,298.89

Attachments

Reso - Knott Ave Sewer Upsizing.pdf

Location Map.pdf

BID Results.pdf

Bid Summary.pdf

CONTRACT - Sewer Upsizing on Knott Ave - La Palma to El Dorado.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING PLANS AND SPECIFICATIONS FOR **THE KNOTT AVE SEWER UPSIZING PROJECT FROM LA PALMA AVE TO EL DORADO DR** IN SAID CITY.

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

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

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

KNOTT AVE SEWER UPSIZING PROJECT FROM LA PALMA TO EL DORADO DR

PASSED AND ADOPTED this 14th day of November 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, 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 14th day of November 2023.

_____
City Clerk



DRAWN:	HL	DATE:	10/2023
RECOMMENDED:		SCALE:	NTS
APPR.: _____ DIRECTOR OF PUBLIC WORKS		_____ DATE	

KNOTT AVE AND LA PALMA AVE SEWER LOCATION MAP

DEPARTMENT OF PUBLIC WORKS	CITY OF BUENA PARK	DWG. NO.:

City of Buena Park

BID RESULTS

Knott Avenue Sewer Upsizing Project From La Palma Ave. to El Dorado Dr.

Project No. 375

Bid No. 2023-16

Bid Opening :11/02/2023 - 2:00 P.M.

	Company Name	Total	Note
1	MNR CONSTRUCTION, INC LA VERNE, CA	$748,492.00	
2	ISSA ELECTRIC, INC RIVERSIDE, CA	$502,998.89	
3	MIKE PRLICH AND SONS, INC BALDWIN PARK, CA	$597,260.00	
4	BIG BEN CONSTRUCTION IRVINE, CA	$612,505.00	
5	TE ROBERTS, INC IRVINE, CA	$644,468.00	
6	BONADIMAN WATER, INC PERRIS, CA	$329,385.00	Unresponsive

SCHEDULE OF WORK ITEMS Knott Ave Sewer Upsizing - La Palma to El Dorado				Engineer's Estimate		BONADIMAN WATER, INC PERRIS, CA		ISSA ELECTRIC, INC RIVERSIDE, CA		MIKE PRLICH AND SONS, INC BALDWIN PARK, CA	
Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	Traffic Control Including 2 Computerized Message Signs and 2 Project Information Signs	$ 45,000.00	$ 45,000.00	$ 15,000.00	$15,000.00	$ 33,000.00	$33,000.00	$ 25,000.00	$25,000.00
2	1	LS	BMP Implementation and Erosion Control/Compliance	$ 8,600.00	$ 8,600.00	$ 4,000.00	$4,000.00	$ 4,000.00	$4,000.00	$ 4,000.00	$4,000.00
3	1	LS	Verification of Subsurface Utility Locations, Potholing and Field Dimensions	$ 14,200.00	$ 14,200.00	$ 10,000.00	$10,000.00	$ 16,000.00	$16,000.00	$ 6,000.00	$6,000.00
4	1	LS	Excavation Safety Measures	$ 16,200.00	$ 16,200.00	$ 105,000.00	$105,000.00	$ 20,000.00	$20,000.00	$ 35,000.00	$35,000.00
5	6	EA	Rehabilitation of Existing Manholes	$ 6,000.00	$ 36,000.00	$ 5,000.00	$30,000.00	$ 5,775.00	$34,650.00	$ 7,000.00	$42,000.00
6	5	EA	Remove and Dispose of Existing Frame and Cover. Install New Composite Utility Access Frame and Cover	$ 4,000.00	$ 20,000.00	$ 1,500.00	$7,500.00	$ 4,725.00	$23,625.00	$ 5,000.00	$25,000.00
7	473	LF	Remove Existing Sewer and Construction 10-in VCP	$ 438.32	$ 207,325.36	$ 245.00	$115,885.00	$ 413.93	$195,788.89	$ 620.00	$293,260.00
8	6	EA	Tie-in of Existing Lateral to New Sewer Main	$ 6,716.00	$ 40,296.00	$ 2,000.00	$12,000.00	$ 4,160.00	$24,960.00	$ 4,000.00	$24,000.00
9	6000	SF	Asphalt Concrete Paving Restoration	$ 10.40	$ 62,400.00	$ 3.00	$18,000.00	$ 18.85	$113,100.00	$ 18.00	$108,000.00
10	1	LS	Sewer Bypass Pumping	$ 15,050.00	$ 15,050.00	$ 5,000.00	$5,000.00	$ 20,000.00	$20,000.00	$ 25,000.00	$25,000.00
11	1	LS	Hydroflushing and CCTV Inspection	$ 6,540.00	$ 6,540.00	$ 6,000.00	$6,000.00	$ 7,875.00	$7,875.00	$ 5,000.00	$5,000.00
12	1	LS	Optional - Removal and Restoration of Raised Median	$ 12,900.00	$ 12,900.00	$ 1,000.00	$1,000.00	$ 10,000.00	$10,000.00	$ 5,000.00	$5,000.00
			Total		**$ 484,511.36**		**$329,385.00**		**$502,998.89**		**$597,260.00**

SCHEDULE OF WORK ITEMS Knott Ave Sewer Upsizing - La Palma to El Dorado				BIG BEN CONSTRUCTION IRVINE, CA		TE ROBERTS, INC IRVINE, CA		MNR CONSTRUCTION, INC LA VERNE, CA		Average	
Item No.	Approx. Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	Traffic Control Including 2 Computerized Message Signs and 2 Project Information Signs	$ 11,000.00	$11,000.00	$ 10,806.00	$10,806.00	$ 25,000.00	$25,000.00	$ 23,543.71	$23,543.71
2	1	LS	BMP Implementation and Erosion Control/Compliance	$ 2,500.00	$2,500.00	$ 3,983.00	$3,983.00	$ 5,000.00	$5,000.00	$ 4,583.29	$4,583.29
3	1	LS	Verification of Subsurface Utility Locations, Potholing and Field Dimensions	$ 10,000.00	$10,000.00	$ 31,868.00	$31,868.00	$ 8,400.00	$8,400.00	$ 13,781.14	$13,781.14
4	1	LS	Excavation Safety Measures	$ 25,000.00	$25,000.00	$ 7,967.00	$7,967.00	$ 4,000.00	$4,000.00	$ 30,452.43	$30,452.43
5	6	EA	Rehabilitation of Existing Manholes	$ 13,000.00	$78,000.00	$ 13,507.00	$81,042.00	$ 10,000.00	$60,000.00	$ 8,611.71	$51,670.29
6	5	EA	Remove and Dispose of Existing Frame and Cover. Install New Composite Utility Access Frame and Cover	$ 4,000.00	$20,000.00	$ 9,289.00	$46,445.00	$ 8,000.00	$40,000.00	$ 5,216.29	$26,081.43
7	473	LF	Remove Existing Sewer and Construction 10-in VCP	$ 685.00	$324,005.00	$ 468.00	$221,364.00	$ 804.00	$380,292.00	$ 524.89	$248,274.32
8	6	EA	Tie-in of Existing Lateral to New Sewer Main	$ 3,500.00	$21,000.00	$ 3,400.00	$20,400.00	$ 1,000.00	$6,000.00	$ 3,539.43	$21,236.57
9	6000	SF	Asphalt Concrete Paving Restoration	$ 16.00	$96,000.00	$ 23.70	$142,200.00	$ 18.30	$109,800.00	$ 15.46	$92,785.71
10	1	LS	Sewer Bypass Pumping	$ 10,000.00	$10,000.00	$ 46,807.00	$46,807.00	$ 5,000.00	$5,000.00	$ 18,122.43	$18,122.43
11	1	LS	Hydroflushing and CCTV Inspection	$ 5,000.00	$5,000.00	$ 7,934.00	$7,934.00	$ 5,000.00	$5,000.00	$ 6,192.71	$6,192.71
12	1	LS	Optional - Removal and Restoration of Raised Median	$ 10,000.00	$10,000.00	$ 23,652.00	$23,652.00	$ -	$0.00	$ 8,936.00	$8,936.00
			Total		**$612,505.00**		**$644,468.00**		**$648,492.00**		**$545,660.04**

CONTRACT

CITY OF BUENA PARK CONTRACT FOR

KNOTT AVENUE SEWE UPSIZING PROJECT
"Project"

Project Number: 375
Bid Number: 2023-16

This CONTRACT ("Contract") is made and entered this 14th day of November, 2023 ("Effective Date"), by and between the CITY OF BUENA PARK, a California municipal corporation ("City") and ISSA ELECTRIC, INC., a California municipal corporation ("Contractor"). Contractor's California State Contractor's license number is 1028054. The Contractor and the City are sometimes referred to herein collectively as the "Parties" and singularly as "Party."

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

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

A. This Contract;
B. The Notice Inviting Bids for the above-referenced project ("Project"), dated October 18, 2023;
C. The Instructions to Bidders for the Project, dated October 18, 2023;
D. Contractor's Bid for the Project, dated November 2, 2023 (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award);
E. The Contractor's Bonds for the Bid and the Project;
F. The final working drawings, plans, and specifications for the Project as approved by the City, and dated October 3, 2023 ("Plans and Specifications").
G. The City of Buena Park's Standard Specifications for Public Works Projects, Latest Edition;
H. The City of Buena Park's Special Provisions for Public Works Projects, Latest Edition;
I. Any and all permits from regulatory agencies with jurisdiction issued for the Project; and
J. Any addenda or change orders for the Project approved by the City subsequent to the Effective Date of this Contract.

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

3. Compensation. In consideration for Contractor's performance of the Work required to complete the Project hereunder, City shall pay Contractor a total *NOT-TO-EXCEED* amount of Five Hundred Two Thousand Nine Hundred Ninety Eight and Eighty Nine Cents ($502,998.89) in accordance with the prices as submitted in the Bid ("Compensation"). The Compensation shall be the total and complete such payable by the City for any and all costs, direct or indirect, of the Contractor for provision of the Work and completion of the Project, including but not limited to general and supplementary conditions, performance and payment bonds, Contractor fee for construction, and Contractor overhead and profit, and any other items of costs, accounting, or expense relating to or arising therefrom. Compensation shall under no circumstances be increased except via a formal change order approved by the City; and only if such overruns result of additional scope from the City, as opposed to price overruns, delays, errors, or omissions.

4. Term of Contract: The Contractor agrees to complete the work to City's satisfaction within **FORTY (40) WORKING DAYS** from the date of written notice to proceed. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS ($500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.

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

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

A. Compensation Insurance.

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

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

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

B. General Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

type.

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

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

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

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

7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

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

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

10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

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

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

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

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

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

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

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

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

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

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

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

7. Indemnitifcation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BUENA PARK

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

_____
("CONTRACTOR")

By: _____

By: _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

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

_____

_____("Principal")

(Name and address of Contractor)

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

KNOTT AVENUE SEWER UPSIZING PROJECT

(Project Name)

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

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

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

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

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

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

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

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

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

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

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

Bond No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

_____

_____ ("Principal")

(Name and address of Contractor)

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

KNOTT AVENUE SEWER UPSIZING PROJECT

(Project name)

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

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

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

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

_____

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

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

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

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

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

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

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____ Its	By: _____ Its
By: _____ Its	By: _____ Its
(Seal)	*(Seal)*

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

WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE

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

_____

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

1. This certificate is issued to:

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

   The insureds under such policy or policies are:

   _____

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

Policy Number	Effective Date	Expiration Date

_____

_____

_____

By: _____
Its Authorized Representative

PROGRESS PAYMENT SIGNATURE AUTHENTICATION

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

The following personnel of _____

_____
(Contractor)

are authorized to sign bills and/or receive checks.

NAME	TITLE	SIGNATURE

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

By: _____
(name and title)

For: _____
(Bidder)

ADDITIONAL INSURED ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY

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

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

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

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

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

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

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

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

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

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

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally

above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

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

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

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

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

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

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

□ Contractual Liability
□ Owners/Landlords/Tenants
□ Manufacturers/Contractors
□ Products/Completed Operations
□ Broad Form Property Damage
□ Extended Bodily Injury
□ Broad Form Comprehensive General Liability Endorsement
□ Explosion Hazard
□ Collapse Hazard
□ Underground Property Damage
□ Pollution Liability
□ Liquor Liability
□ _____
□ _____
□ _____

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

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

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

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

Executed _____, 20____

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

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

□ Any Automobiles
□ All Owned Automobiles
□ Non-owned Automobiles
□ Hired Automobiles
□ Scheduled Automobiles
□ Garage Coverage
□ Truckers Coverage
□ Motor Carrier Act
□ Bus Regulatory Reform Act
□ Public Livery Coverage
□ _____
□ _____

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

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

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

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

Executed _____, 20___

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY

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

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

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

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

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

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

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

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

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

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

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with

regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

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

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

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

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

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

□ Following Form
□ Umbrella Liability
□_____

11. Applicable underlying coverages:

INSURANCE COMPANY	POLICY NUMBER	AMOUNT

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

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

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

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

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

Executed _____, 20____

_____
Signature of Authorized Representative
(Original signature only; no facsimile signature or initialed signature accepted)

Telephone No.: (_____) _____

City of Buena Park

City Council Regular Meeting Agenda Report

ORDINANCE TO AMEND THE PENALTY SECTION OF CHAPTER 8.12 OF THE BUENA PARK MUNICIPAL CODE FOR ORGANIC WASTE AND RECYCLABLE DISPOSAL OF WASTE

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	NEW BUSINESS Item: B

Presented By	Prepared By
Laurie Aubuchon, Sr. Management Analyst	Mina Mikhael, Director of Public Works/City Engineer

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Adopt an ordinance amending the penalty provisions of Chapter 8.12 of the Buena Park Municipal Code (Solid Waste Collection) to mirror the requirements of California law (Senate Bill 1383).

PREVIOUS CITY COUNCIL ACTION

On March 8, 2022, the City Council adopted Ordinance No. 1702 to amend Chapter 8.12 of the Buena Park Municipal Code to incorporate new requirements for organic waste reduction imposed by Senate Bill 1383 (SB 1383).

DISCUSSION

California's Short-Lived Climate Pollutant Reduction law (SB 1383), established methane reduction targets for California; and more specifically set goals to reduce the amount of organic waste, including food waste, that is disposed of in landfills. The bill's purpose is to reduce greenhouse gas emissions, such as methane, address food insecurity in California and requires local jurisdictions to adopt local ordinances to implement and enforce the relevant provisions. The City of Buena Park previously did so through Ordinance No. 1702 adopted on March 8, 2022.

In summary and as relevant here, SB 1383 (and Chapter 8.12 of the Municipal Code) requires all businesses, residents, and multi-family apartments to "source separate" their waste by type for disposal into the appropriate color-coordinated garbage bin, and also requires certain food-related businesses to divert edible food waste to edible food recyclers (food banks). Though Chapter 8.12 generally mirrors and tracks the requirements of SB 1383, as it is required to do, City staff realized recently that the penalty provisions of Chapter 8.12 do not identically track those of SB 1383. Specifically, SB 1383 requires that a local ordinance implementing its provision punish violations of the waste diversion requirements in accordance with the following fine schedule:

$50-$100 for first violations;

$100-$200 for second violations; and,

$250-$500 for third and subsequent violations.

However, as a holdover from the original version of Chapter 8.12, Section 8.12.380 of the Buena Park Municipal Code currently specifies that any violation of Chapter 8.12 is a misdemeanor carrying a fine of $1000. While this penalty remains appropriate for certain violations in Chapter 8.12, for example, violations of the City's waste hauling franchise requirements, staff believes a separate section should be added to specifically incorporate the penalties for waste diversion violations specified in SB 1383.

Staff has prepared an Ordinance for the City Council's consideration that would make this minor change to Section 8.12.380, and staff recommends that the City Council adopt the proposed Ordinance.

At the request of Council Member Ahn, more information and background about SB 1383 and the associated obligations of property owners, businesses, and residents, will be presented at a future study session.

BUDGET IMPACT

There is no direct fiscal impact as a result of adopting this Ordinance; however, jurisdictions that do not comply with SB 1383 face significant penalties from the state.

Attachments

Code Amend re Waste Penalties_11-14-23.pdf

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING THE PENALTY PROVISIONS OF CHAPTER 8.12 (SOLID WASTE COLLECTION) OF THE BUENA PARK MUNICIPAL CODE TO CORRESPOND WITH THE REQUIREMENTS OF SENATE BILL 1383 (SHORT-LIVED CLIMATE POLLUTANTS)

THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 8.12.380 of Chapter 8.12 (Solid Waste Collection) of the Buena Park Municipal Code is hereby amended as follows (underlined indicating new text and ~~stricken~~ text to be removed):

8.12.380 Violation—Penalty.

A. It is unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this chapter. Except for those violations specified in subsection B of this section, any ~~Any~~ person, firm, partnership or corporation violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars, or by imprisonment not exceeding six months, or by both such fine and imprisonment.

B. Any person, firm, partnership or corporation violating any provision Section 8.12.120, Section 8.12.130, Section 8.12.140, Section 8.12.150, Section 8.12.160, Section 8.12.170, or Section 8.12.370 of this chapter shall be punished as follows:

(1) For a first violation, the amount of the base penalty shall be $100 per violation.

(2) For a second violation, the amount of the base penalty shall be $$200 per violation.

(3) For a third or subsequent violation, the amount of the base penalty shall be $500 per violation.

C. Each such person, firm, partnership or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this chapter is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this chapter.

D. Nothing in this section shall be construed as preventing the City from revoking, suspending, or denying a permit, registration, license, or other authorization consistent with local requirements outside the scope of this chapter in addition to the imposition of penalties authorized under this section.

SECTION 2. SEVERABILITY. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 3. CEQA. This ordinance is a citywide ordinance adopted by the City Council pursuant to CalRecycle's SB 1383 Regulations, which were the subject of the SB 1383 Regulations, Short-Lived Climate Pollutants: Organic Waste Methane Emission Reductions program EIR (SB 1383 Regulations EIR), SCH#2018122023, prepared by the Department of Resources Recycling and Recovery (CalRecycle). The activities to be carried out under the ordinance are entirely within the scope of the SB 1383 Regulations and its program EIR.

SECTION 4. EFFECTIVE. This Ordinance shall become effective 30 days after adoption, and the City Clerk shall certify, publish and post the Ordinance in the manner provided by law.

SECTION 43. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be posted in the manner prescribed by law.

PASSED AND ADOPTED this 14th day of November 2023, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the _____ day of _____,2023.

_____

City Clerk

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION TO ADOPT A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION (BPTOP)

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	NEW BUSINESS Item: C

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) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park Technical, Office, and Professionals Association; and, 2) Adopt a resolution establishing office hours at Buena Park City Offices.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

On June 6, 2023, the City entered into a two-year agreement effective June 24, 2023 – July 4, 2025. The City's labor contract with the Buena Park Technical, Office, and Professionals (TOPs) expires on July 4, 2025. The City is currently in closed labor contracts with TOPs which contains language regarding an Alternative Work Schedule. As a closed contract, the City nor the Association can require or impose changes to the terms and conditions of employment.

In spite of the closed contract, the City and Association representatives have been meeting to open contracts, collaborate, and develop a Side Letter Agreement regarding a 4/10 Alternative Work Schedule. During the previous Meet and Confer sessions, employee morale and satisfaction were identified as one of the core focus areas. Within that focus area, alternative work schedules were identified as a possible recruitment and retention tool while maintaining excellent service levels to the community. In addition, a 4/10 Alternative Work Schedule would allow City Facilities to be open from 7:00 a.m. to 6:00 p.m., Monday through Thursday, and closed every Friday. This proposed schedule may improve customer service because the City would expand hours of operation outside of normal business hours and give residents and businesses more opportunities to conduct business before or after work. Additionally, although the workdays may be long and there may be less personal time during the week, a majority of employees support this schedule as this may increase worker happiness and satisfaction, as well as motivate employees to increase their performance.

In accordance with the Meyers-Milias-Brown Act, the City and Association representatives exchanged ideas and proposals and met-and-conferred on matters of concern. A tentative agreement has been reached on the terms and conditions of

employment. Attached for review and approval is a one-year Side Letter Agreement with TOPs. In an effort to maintain positive labor relations, and assist the City's efforts to improve employee morale and satisfaction while maintaining customer services, the parties have agreed to a trial 4/10 Alternative Work Schedule. As a result of the positive negotiations, a tentative agreement has been reached on a Side Letter Agreement that was also ratified by the TOPs members.

This document is presented to the City Council for review and approval as the final step in the labor negotiation process. It reflects the same language as presented to the City Council in properly noticed closed sessions on labor negotiations as allowed under the Brown Act. Listed below is a summary of significant changes to the current MOU.

1. TERM OF THE SIDE LETTER AGREEMENT
One-year: July 6, 2024 – July 4, 2025

2. ARTICLE 36 – 4/10 PLAN ALTERNATE WORK SCHEDULE
Effective July 6, 2024, for all employees, including those assigned to the City Hall, Community Center, and Ehler's Event Center facilities, covered under the TOPs MOU, the City shall implement and evaluate a "4/10 Alternative Work Schedule" for a trial period of one year.

3. BUENA PARK CITY OFFICE HOURS
The City's office hours are currently established by resolution of the City Council. As a result of the proposed 4/10 Alternative Work Schedule, the City agreed to adjust the City's office hours of operation from 7:30 a.m. to 5:30 p.m. daily, to 7:00 a.m. to 6:00 p.m. Monday through Thursday. City Hall and related facilities will be closed every Friday. The attached Resolution addresses the change in office hours of these facilities. The Police Department's office hours will not change.

BUDGET IMPACT

There is no budget impact. The impact for the implementation of the proposed Side Letter Agreement over the one-year term of the agreement may actually save money due to decreased costs of water and electricity. These changes comply with the authorization provided by the City Council.

Attachments

Reso Side Letter for BPTOP 2023 4-10 Att1of2 Reso.pdf

SIDE LETTER AGREEMENT TOPs 2023.pdf

Reso Civic Center Hours Att 1of1.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING THE SIDE LETTER AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION EFFECTIVE JULY 6, 2024

WHEREAS, the City Council has designated the Assistant City Manager/Director of Human Resources as the City of Buena Park's lead negotiator to meet and confer in good faith with the representatives of the Buena Park Technical, Office, and Professionals Association; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) the Assistant City Manager/Director of Human Resources has met and conferred in good faith with the representatives of the Technical, Office, and Professionals Association on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached a tentative agreement and have jointly prepared a written Side Letter Agreement to implement a 4/10 Alternative Work Schedule which is attached to this resolution and incorporated herein; and

WHEREAS, the 4/10 Alternative Work Schedule enables employees to work four ten-hour days per work period, possibly resulting in increased employee morale and productivity, leading to a more dedicated and engaged workforce, while providing increased service to the public; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Technical, Office, and Professionals Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City;

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

Section 1: The Side Letter Agreement between the City and the Buena Park Technical, Office, and Professionals Association effective July 6, 2024, and attached hereto is approved.

PASSED AND ADOPTED this 14th day of November 2023, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, 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 14th day of November 2023.

_____
City Clerk

SIDE LETTER AGREEMENT
TO THE 2023- 2025 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BUENA PARK AND THE
BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION

WHEREAS, the City of Buena Park and the Buena Park Technical, Office, and Professionals Association have entered into a Memorandum of Understanding (MOU) for the period June 24, 2023, through July 4, 2025;

WHEREAS, Article 5 (Additional Items) of this MOU incorporates and attaches Resolution 14694;

WHEREAS, Article 36 of the MOU contains language concerning 4/10 Work Schedule;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 36 – 4/10 Plan Alternate Work Schedule of the MOU is amended only as follows:

Effective July 6, 2024, for all employees, including those assigned to the City Hall, Community Center, and Ehler's Event Center facilities, covered under this MOU, the City shall implement and evaluate a "4/10 Alternative Work Schedule" for a trial period of one year.

A. The intent of this trial period is to determine the effectiveness and efficiency of the Technical, Office, and Professionals Association work force in providing service to the community while working an alternative work schedule that includes a 4/10 component.

B. During this evaluation period, there will be no additional costs (direct or indirect) to the City as a result of a modified work schedule, specifically related to overtime except for call-backs for service and emergency calls and time-off accruals such as sick leave, vacation, holidays, etc. All such accruals will remain unchanged.

C. At the conclusion of this evaluation period, a review will be conducted by the City to determine the effectiveness of this alternative work schedule. A decrease in productivity will represent a negative impact to this alternative work schedule. Productivity may be measured by various criteria which may include but are not limited to:

- Sick leave usage
- Inadequate staffing
- Measurable work output
- Employee accidents
- Employee turnover
- Tardiness
- Employee morale

Other impacts include service delivery to the public, including citizen input through compliments, commendations, or complaints, energy savings, and related costs or funding to the City.

D. PLAN DEFINED. Under this work schedule, employees work four consecutive, 10 hour days in a seven day work period. The 4/10 schedule provides for a 40-hour work period every seven days and three consecutive days off.

4/10 scheduling will be at the discretion of the department head.

E. WORK PERIOD. The work period for employees on the 4/10 who are exempt or non-exempt from FLSA requirements will remain the same Saturday through Friday. There are two 40-hour work periods per pay period. This schedule coincides with the current payroll reporting period.

F. PAYROLL PERIOD REPORT DATES – ALL EMPLOYEES. Payroll will still be reported in accordance with the City's payroll calendar for all employees, including those on the 4/10 Plan.

G. PAYROLL REPORTING.

1. If an employee uses sick time, vacation time, holiday time, or compensatory time earned during the pay period and this time had not been reported on the payroll report submitted Monday morning, the time taken must be submitted to the Finance Department in writing.

2. If an employee is in an Absence Without Pay (AWOP) Status at any time during the pay period, and this had not been indicated on the payroll report submitted on Monday morning, the supervisor or payroll clerk shall call Finance immediately to make a payroll correction.

H. WORK HOURS.

The department head or his/her designee may adjust the designated start/stop schedules as seasonal and/or weather conditions indicate.

I. Enrolling in or Dropping off the 4/10 Plan

1. Prior to enrollment in the 4/10 plan, each employee is required to read the 4/10 plan guidelines and sign a statement that he/she has read all the conditions of the plan. A copy will be placed into the employee's personnel file in the Human Resources office.

To expedite future shift changes that affect many employees' work plans and/or changes many employees' day off, a memo listing each employee's new work schedule and days off should be signed by each employee affected and submitted to Finance (payroll) and to Human Resources where a copy of the memo will be filed in each affected person's employee file. These changes must coincide with the beginning of a new pay period.

2. When an employee separates from employment, the employee will be paid for all hours worked.

3. When an employee changes to a different work schedule, it must coincide with the start of a new pay period.

J. LEAVE TIME ACCRUALS. Benefit leave time accruals will remain the same as designated in this Memorandum of Understanding.

K. HOLIDAYS.

1. If a holiday falls on the Friday the City is closed, the holiday will be observed on the preceding workday.

2. If a holiday falls on the employee's day off, a 10-hour day off must be taken within the same pay period as the holiday. An employee's alternate day off for the holiday must be approved by the department head.

3. On pay periods containing holidays where employees' regularly scheduled hours need to be altered, for those employees who are subject to FLSA requirements, additional work schedule adjustments may be required for the day that breaks their two 40-hour work periods within the pay period to ensure the 40-hour work periods are maintained.

4. Holidays occurring on an employee's regular 10-hour workday are not affected by the above schedule.

5. When a floating holiday is taken, employees taking the holiday on a 10-hour day will be charged 10 hours.

L. PAID SICK TIME/VACATION.

1. Employees using paid sick leave on a 10-hour day will be charged 10 hours.

2. If the scheduled hours are greater than the sick leave balance, the difference will be covered by:

a. Use vacation or compensatory time.
b. Other leaves.
c. Absence without pay.

3. Vacation is charged in the same manner. Vacations occurring on 10-hour days will be charged 10 hours.

M. WORKERS COMPENSATION. Employees will be paid for industrial accident leave hours in accordance with their current 4/10 work schedule. An employee will return on the same 4/10 work schedule.

N. MILITARY LEAVE, JURY DUTY, AND PAID EXTENDED SICK LEAVE. Employees ordered to military duty, summoned to jury duty, or on paid extended sick leave will be paid according to their current work schedule. After the completion of the military leave, jury duty, or paid extended sick leave, the employee will return to his/her regular 4/10 work schedule.

An employee shall not receive overtime (pay or comp time) when such leave falls on his/her day off.

O. DEPARTMENT HEAD RESPONSIBILITY. Changes to an employee's 4/10 work schedule must be coordinated through the department head, Human Resources, and Finance to ensure that changes to and from the 4/10 Plan coincide with the beginning of a pay period.

P. The decision to implement any alternative work schedule, including the 9/80 Plan and the trial 4/10 Plan for City facilities, is at the sole discretion of the City. The alternative work schedule may be revoked at any time by the City as long as 30-days notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer or meet and consult prior to revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

The effective date of this change shall be July 6, 2024.

All other forms of compensation, hours, and conditions of employment shall remain in full force and effect, and unaffected by this agreement, unless modified in a subsequent written agreement by the parties.

FOR THE CITY OF BUENA PARK

Eddie Fenton
Assistant City Manager/
Director of Human Resources

Rebecca Valdez
Human Resources Manager

Dated: November 14, 2023

FOR THE BUENA PARK TECHNICAL, OFFICE, AND PROFESSIONALS ASSOCIATION

Alex Lester
Representative

Norm Wray
Representative

Ernestine Zapien
Representative

Dated: November 14, 2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ESTABLISHING OFFICE HOURS AT BUENA PARK CITY OFFICES EFFECTIVE JULY 6, 2024, AND RESCINDING RESOLUTION NO. 14498.

WHEREAS, Section 2.00.020 of the Buena Park Municipal Code provides that the hours that the city offices shall be open for business shall be established by resolution;

WHEREAS, it is necessary to amend the office hours of operations for Buena Park City offices as a result of labor negotiations with the Technical, Office, and Professionals Association establishing a 4/10 Alternative Work Schedule.

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

Section 1: City Offices shall be closed on Saturdays, Sundays, and holidays as established and approved by the City Council.

Section 2: The City Hall, Visit Buena Park, Ehler's Event Center, and Community Center Offices shall be closed every Friday as set forth in the 4/10 Work Schedule as established and approved by the City Council.

Section 3: The hours that the City Hall, Visit Buena Park, Ehler's Event Center, and Community Center Offices shall be open to the public for business on all other days of the year from 7:00 a.m. to 6:00 p.m., Monday through Thursday.

Section 4: The City Corporate Yard Offices shall be closed as set forth in the 4/10 Work Schedule as established and approved by the City Council.

Section 5: The hours that the City Corporate Yard Offices shall be open to the public for business on all other days of the year from 6:30 a.m. to 5:00 p.m.

Section 6: The Police Department Offices are open twenty-four hours per day.

Section 7: Resolution No. 14498 is rescinded. All previous and conflicting resolutions are repealed.

Section 8: The resolution establishing City Office hours effective July 6, 2024, is approved.

PASSED AND ADOPTED this 14th day of November 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 14th day of November 2023.

_____
City Clerk

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION TO ADOPT A SIDE LETTER AGREEMENT BETWEEN THE CITY OF BUENA PARK AND THE BUENA PARK MANAGEMENT UNIT AND EXECUTIVE EMPLOYEES

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	NEW BUSINESS Item: D

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) Adopt a resolution approving a Side Letter Agreement between the City of Buena Park and the Buena Park Management Unit and Executive Employees.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City's Compensation Plan for the Management Unit expires July 4, 2025. The City and Unit representatives have been meeting to collaborate and develop a Side Letter Agreement regarding a 4/10 Alternative Work Schedule. During the previous meetings, employee morale and satisfaction were identified as one of the core focus areas. Within that focus area, alternative work schedules were identified as a possible recruitment and retention tool while maintaining excellent service levels to the community. In addition, a 4/10 Alternative Work Schedule would allow City Facilities to be open from 7:00 a.m. to 6:00 p.m., Monday through Thursday, and closed every Friday. This proposed schedule may improve customer service because the City would expand hours of operation outside of normal business hours and give residents and businesses more opportunities to conduct business before or after work. Additionally, although the workdays may be long and there may be less personal time during the week, a majority of employees support this schedule and this may increase worker happiness and satisfaction, as well as motivate employees to increase their performance.

In accordance with the Meyers-Milias-Brown Act, the City and Unit representatives exchanged ideas and proposals, met-and-consulted on matters of concern, and have reached tentative agreement on the terms and conditions of employment. Attached for review and approval is a one-year Side Letter Agreement with the Management Unit. In an effort to maintain positive labor relations, and assist the City's efforts to improve employee morale and satisfaction while maintaining customer services, the parties have agreed to a trial 4/10 Alternative Work Schedule.

This document is presented to the City Council for review and approval as the final step in the labor negotiation process. It reflects the same language as presented to the City Council in properly noticed closed sessions on labor negotiations as allowed under the Brown Act. Listed below is a summary of significant changes to the current Compensation Plan.

1. TERM OF THE SIDE LETTER AGREEMENT

The Side Letter Agreement expires on July 4, 2025

2. SECTION 31 – HOURS OF WORK AND SCHEDULES

Effective July 6, 2024, for all employees, including those assigned to the City Hall, Community Center, and Ehler's Event Center facilities, covered under the Compensation Plan, the City shall implement and evaluate a "4/10 Alternative Work Schedule" for a trial period of one year.

BUDGET IMPACT

There is no budget impact. The impact for the implementation of the proposed Side Letter Agreement over the one-year term of the agreement may actually save money due to decreased costs of water and electricity. These changes comply with the authorization provided by the City Council.

Attachments

Reso Side Letter for MGT 2023 4-10 Att1of2 Reso.pdf

SIDE LETTER AGREEMENT MGT 2023.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING THE SIDE LETTER AGREEMENT TO THE COMPENSATION PLAN BETWEEN THE CITY AND THE BUENA PARK MANAGEMENT UNIT EFFECTIVE JULY 6, 2024

WHEREAS, the City Council has designated the Assistant City Manager/Director of Human Resources as the City of Buena Park's lead negotiator to meet and consult in good faith with the representatives of the Buena Park Management Unit and Executive Employees; and

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) the Assistant City Manager/Director of Human Resources has met and consulted in good faith with the representatives of the Management Unit on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Unit have reached a tentative agreement and have jointly prepared a written Side Letter Agreement to implement a 4/10 Alternative Work Schedule which is attached to this resolution and incorporated herein; and

WHEREAS, the 4/10 Alternative Work Schedule enables employees to work four ten-hour days per work period, possibly resulting in increased employee morale and productivity, leading to a more dedicated and engaged workforce, while providing increased service to the public; and

WHEREAS, such agreement is within the parameters established by the City Council; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City;

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

Section 1: The Side Letter Agreement between the City and the Buena Park Management Unit effective July 6, 2024, and attached hereto is approved.

PASSED AND ADOPTED this 14th day of November 2023, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____

Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, 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 14th day of November 2023.

_____
City Clerk

SIDE LETTER AGREEMENT
TO THE 2023 - 2025 COMPENSATION PLAN
BETWEEN THE CITY OF BUENA PARK AND THE
BUENA PARK MANAGEMENT UNIT AND EXECUTIVE EMPLOYEES

WHEREAS, the City of Buena Park and the Buena Park Management Unit have agreed upon a Compensation Plan for the period June 24, 2023, through July 4, 2025;

WHEREAS, Section 31 of the Compensation Plan contains language concerning 4/10 Work Schedule;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 31 – 4/10 Plan Alternate Work Schedule of the MOU is amended only as follows:

Effective July 6, 2024, for all employees, including those assigned to the City Hall, Community Center, and Ehler's Event Center facilities, covered under this MOU, the City shall implement and evaluate a "4/10 Alternative Work Schedule" for a trial period of one year.

A. The intent of this trial period is to determine the effectiveness and efficiency of the Management Employees in providing service to the community while working an alternative work schedule that includes a 4/10 component.

B. During this evaluation period, there will be no additional costs (direct or indirect) to the City as a result of a modified work schedule, specifically related to overtime except for call-backs for service and emergency calls and time-off accruals such as sick leave, vacation, holidays, etc. All such accruals will remain unchanged.

C. At the conclusion of this evaluation period, a review will be conducted by the City to determine the effectiveness of this alternative work schedule. A decrease in productivity will represent a negative impact to this alternative work schedule. Productivity may be measured by various criteria which may include but are not limited to:

- Sick leave usage
- Inadequate staffing
- Measurable work output
- Employee accidents
- Employee turnover
- Tardiness
- Employee morale

Other impacts include service delivery to the public, including citizen input through compliments, commendations, or complaints, energy savings, and related costs or funding to the City.

D. PLAN DEFINED. Under this work schedule, employees work four consecutive, 10 hour days in a seven day work period. The 4/10 schedule provides for a 40 hour work period every seven days and three consecutive days off.

4/10 scheduling will be at the discretion of the department head.

E. WORK PERIOD. The work period for employees on the 4/10 who are exempt or non-exempt from FLSA requirements will remain the same Saturday through Friday. There are two 40-hour work periods per pay period. This schedule coincides with the current payroll reporting period.

F. PAYROLL PERIOD REPORT DATES – ALL EMPLOYEES. Payroll will still be reported in accordance with the City's payroll calendar for all employees, including those on the 4/10 Plan.

G. PAYROLL REPORTING.

1. If an employee uses sick time, vacation time, holiday time, or compensatory time earned during the pay period and this time had not been reported on the payroll report submitted Monday morning, the time taken must be submitted to the Finance Department in writing.

2. If an employee is in an Absence Without Pay (AWOP) Status at any time during the pay period, and this had not been indicated on the payroll report submitted on Monday morning, the supervisor or payroll clerk shall call Finance immediately to make a payroll correction.

H. WORK HOURS.

The department head or his/her designee may adjust the designated start/stop schedules as seasonal and/or weather conditions indicate.

I. Enrolling in or Dropping off the 4/10 Plan

1. Prior to enrollment in the 4/10 plan, each employee is required to read the 4/10 plan guidelines and sign a statement that he/she has read all the conditions of the plan. A copy will be placed into the employee's personnel file in the Human Resources office.

To expedite future shift changes that affect many employees' work plans and/or changes many employees' day off, a memo listing each employee's new work schedule and days off should be signed by each employee affected and submitted to Finance (payroll) and to Human Resources where a copy of the memo will be filed in each affected person's employee file. These changes must coincide with the beginning of a new pay period.

2. When an employee separates from employment, the employee will be paid for all hours worked.

3. When an employee changes to a different work schedule, it must coincide with the start of a new pay period.

J. LEAVE TIME ACCRUALS. Benefit leave time accruals will remain the same as designated in this Memorandum of Understanding.

K. HOLIDAYS.

1. If a holiday falls on the Friday the City is closed, the holiday will be observed on the preceding workday.

2. If a holiday falls on the employee's day off, a 10-hour day off must be taken within the same pay period as the holiday. An employee's alternate day off for the holiday must be approved by the department head.

3. On pay periods containing holidays where employees' regularly scheduled hours need to be altered, for those employees who are subject to FLSA requirements, additional work schedule adjustments may be required for the day that breaks their two 40-hour work periods within the pay period to ensure the 40-hour work periods are maintained.

4. Holidays occurring on an employee's regular 10-hour workday are not affected by the above schedule.

5. When a floating holiday is taken, employees taking the holiday on a 10-hour day will be charged 10 hours.

L. PAID SICK TIME/VACATION.

1. Employees using paid sick leave on a 10-hour day will be charged 10 hours.

2. If the scheduled hours are greater than the sick leave balance, the difference will be covered by:

a. Use vacation or compensatory time.
b. Other leaves.
c. Absence without pay.

3. Vacation is charged in the same manner. Vacations occurring on 10-hour days will be charged 10 hours.

M. WORKERS COMPENSATION. Employees will be paid for industrial accident leave hours in accordance with their current 4/10 work schedule. An employee will return on the same 4/10 work schedule.

N. MILITARY LEAVE, JURY DUTY, AND PAID EXTENDED SICK LEAVE. Employees ordered to military duty, summoned to jury duty, or on paid extended sick leave will be paid according to their current work schedule. After the completion of the military leave, jury duty, or paid extended sick leave, the employee will return to his/her regular 4/10 work schedule.

An employee shall not receive overtime (pay or comp time) when such leave falls on his/her day off.

O. DEPARTMENT HEAD RESPONSIBILITY. Changes to an employee's 4/10 work schedule must be coordinated through the department head, Human Resources and Finance to ensure that changes to and from the 4/10 Plan coincide with the beginning of a pay period.

P. The decision to implement any alternative work schedule, including the 9/80 Plan and the trial 4/10 Plan for City facilities, is at the sole discretion of the City. The alternative work schedule may be revoked at any time by the City as long as 30-days notice of revocation is given to the Association and employees. Any modified work schedule shall not be considered a vested right or benefit and the City has no obligation to meet-and-confer or meet and consult prior to revocation. Any revocation shall not be subject to any internal grievance or appeal process or court action.

The effective date of this change shall be July 6, 2024.

This Sideletter Agreement identifies those sections and subsections of the Compensation Plan that the City has agreed to revise. All other terms of the Compensation Plan shall remain in full force and effect, and unaffected by this agreement, and shall not be construed to modify or supersede any other section.

City of Buena Park

City Council Regular Meeting Agenda Report

CONSIDERATION OF A LOAN TO JAMBOREE HOUSING (DOING BUSINESS AS COMMONWEALTH HOUSING PARTNERS, LP) FOR THE ASCENT PROJECT

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	NEW BUSINESS Item: E

Presented By	Prepared By
Christopher G. Cardinale, City Attorney	Christopher G. Cardinale, City Attorney

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a loan in the amount of $314,372.80 to Jamboree Housing (DBA Commonwealth Housing Partners LP) in connection with the Ascent Project located in the City of Buena Park; 2) Authorize the City Manager and City Attorney to finalize the Promissory Note and Deed of Trust in substantially the attached form; and, 3) Authorize the City Manager to execute the final loan documents on the City's behalf.

PREVIOUS CITY COUNCIL ACTION

On February 24, 2020, the City Council adopted ordinances approving a zoning amendment and a development agreement allowing Jamboree Housing to convert the former Airport Inn (8180 Commonwealth Avenue, Buena Park) into a two-story, 57-unit supportive housing project.

DISCUSSION

Jamboree Housing's Ascent Project (the "Project") completed construction and opened in May 2023. The Project provides high-quality permanent supportive housing for former homeless individuals who earn between 30%-50% of the area median income (AMI). The Project consisted of interior and exterior updates of the existing two-story buildings to create a modern design, and offers fully-furnished units complete with home starter kits with resident essentials including linens, kitchen supplies, cleaning products, and other necessities.

Tenants have access to on-property services and nearby transit to workplaces, and safety protocols include such security measures as on-property surveillance and fob-restricted entry. The Project was built in compliance with Title 24 Green Building Standards, and amenities include a community center, a fitness center, storage space, wireless internet access, community garden, laundry facilities, and is pet-friendly.

Jamboree's total reported development costs for the Project were $23.13 million, which far-exceeded Jamboree's preconstruction budget estimates of $18.7 million. Jamboree has advised these cost overruns were created by supply chain issues and cost increases due to the COVID-19 pandemic, as well as an expansion of the project scope to address

unanticipated construction needs. Because of these added costs, Jamboree Housing has requested the City's consideration of a post-construction loan in an amount equal to the development impact fees that Jamboree Housing paid to the City in connection with the Project.

The total amount of the proposed loan is $314,372.80, which would carry simple interest at 2% over the term of 30 years. During the loan term, payments to the City would be made from a portion of residual receipts generated by the Project on a prorated basis with other lenders, and any remaining balance plus interest would be repaid at the end of the 30-year term. The City's loan would be documented in a Promissory Note and secured by a Deed of Trust recorded on the Project property; both of which have been prepared in concert with the City Attorney's Office and are attached for the City Council's consideration.

Jamboree is currently working to close permanent financing for the Project, and other financing obtained by the Project includes: 57 Section 8 Vouchers from the County of Orange; $4.4 million in special needs housing funds from CalHFA; $6.7 million in construction funds from private institutional lenders; $1.2 million from Orange County Housing Finance Trust; and funds from private grant foundations.
Jamboree has a proven track record for delivery of programming and resident services that benefit its residents, and continues to serve residents of Buena Park at this and other projects in the community.

BUDGET IMPACT

The proposed loan is $314,372.80, which will result in reduced development impact fee revenue in that amount to the City. The loan with interest would be repaid to that fund over the 30-year term.

Attachments

Ascent - City Promissory Note for Additional City Funding.pdf

Ascent - City Deed of Trust for Additional City Funding.pdf

PROMISSORY NOTE SECURED BY DEED OF TRUST
(Ascent)

Principal Amount: $314,372.80	**Date of Note**: _____, 2023
Maker: COMMONWEALTH HOUSING PARTNERS LP, a California limited partnership	**Holder**: CITY OF BUENA PARK, a California municipal corporation
Maturity Date: Thirty (30) years from the Date of Note	**Interest Rate**: Two Percent (2%)

RECITALS

A. Commonwealth Housing Partners LP, a California limited partnership ("**Maker**") owns that certain real property located at 8180 Commonwealth Avenue, in the City of Buena Park, County of Orange, State of California (the "**Property**").

B. The Property was originally developed and operated as a motel.

C. In connection with Maker's acquisition of the Property in 2020, Maker and the City of Buena Park ("**Holder**") entered into that certain Amended and Restated Development Agreement No. DA 19-1, Concerning Property Located at 8180 Commonwealth Avenue (APN No. 070-012-38), Buena Park, California, which was recorded against the Property on August 14, 2020, as Instrument No. 2020000411629 (the "**City Development Agreement**"), pursuant to which, among other things, Maker agreed to rehabilitate the Property into a fifty-eight (58) unit permanent supportive affordable housing apartment complex consisting of fifty-seven (57) studio apartment units and one (1) two-bedroom manager's unit (collectively, the "**Rehabilitation Project**"). The City Development Agreement is incorporated herein by reference.

D. Maker completed the Rehabilitation Project on December 22, 2022.

E. As a result of continued supply chain issues and cost increases due to the COVID-19 pandemic, and changes to the Rehabilitation Project scope to include additional development items, the Rehabilitation Project experienced significant cost overruns. To address a portion of such cost overruns, Maker requested a loan from Holder to reimburse Maker for the cost of certain City of Buena Park impact and development fees incurred by Maker in connection with the Rehabilitation Project. In consideration of the public benefits resulting from the Rehabilitation Project and Maker's operation thereafter of the completed affordable housing apartment complex (the "**Development**"), Holder has agreed to provide the requested loan to Maker pursuant to the terms set forth hereinbelow.

PROMISSORY NOTE TERMS

1. City Loan.

FOR VALUE RECEIVED, the undersigned COMMONWEALTH HOUSING PARTNERS LP, a California limited partnership ("**Maker**"), with its principal place of business located at 17701 Cowan Avenue, Suite 200, Irvine, CA 92614, promises to pay to the CITY OF BUENA PARK, a California municipal corporation (the "**City**" or "**Holder**") at 16650 Beach Boulevard, Buena Park, California, or such place as the Holder may, from time to time, designate by written notice to the Maker, the principal sum of THREE HUNDRED FOURTEEN THOUSAND THREE HUNDRED SEVENTY-TWO DOLLARS AND EIGHTY CENTS ($314,372.80), (the "**City Loan**"), together with any accrued interest, if applicable, as set forth in this Note.

2. Disbursement of City Loan. Holder shall disburse the City Loan to Maker on the date of this Note (the "**Date of Note**").

3. Term of Loan and Right of Prepayment.

a. Maturity Date. All accrued interest, if any, and principal shall be due and payable in full without any further demand or notice thirty (30) years from the Date of Note ("**Maturity Date**").

b. Prepayment. This Note may be prepaid in whole or in part at any time and from time to time without penalty or premium.

4. Security for Note.

This Note is secured by a Deed of Trust executed by Maker which creates a lien on that certain real property as described therein and in the City Development Agreement.

5. Interest Calculation.

The principal outstanding under this Note shall accrue simple interest at the rate of two percent (2%) per annum, except in the case of Default as set forth in Section 10 of this Note. Principal and interest shall be payable in lawful money of the United States of America. If applicable, interest shall be computed based on an actual day year and the actual number of days elapsed. Interest shall commence on the Date of Note.

6. Annual Payment.

Commencing on July 1, 2024, and continuing each year thereafter until the Maturity Date, a portion of the Residual Receipts (as defined below) from operating the Development shall be paid to Holder and applied to pay down the amounts due and owing under this Note.

a. Annual Payments from Residual Receipts. Maker shall make repayments of the outstanding principal and accrued interest, if any, equal to the City's Percentage, of Fifty Percent (50%) of the Residual Receipts from the Development as repayment of amounts due and

owing under this Note. For the purposes of this Note, "**City's Percentage**" means the percentage calculated by dividing (1) the original principal amount of the City Loan actually disbursed to Maker by (2) the sum of "Total Assistance". As used herein, "**Total Assistance**" means the collective sum of (i) the original principal amount of the City Loan, and (ii) the original principal amounts of loans made by the other government entities which are required to be repaid utilizing Residual Receipts.

Such annual payments shall be accompanied by the Maker's report of Residual Receipts. The Maker shall provide the Holder with the audited financial statement provided for in Section 6, and any other documentation reasonably requested by Holder to substantiate the Maker's determination of Residual Receipts.

All payments made hereunder shall be credited first to any accrued but unpaid interest (if applicable), then to current interest due and owing and lastly to principal.

Notwithstanding the foregoing, the entire outstanding balance of principal and any interest owing under this Note shall be due and payable in full on the Maturity Date.

Prior to any (I) sale of all or any portion of the Development other than a "Permitted Transfer" (as defined below), or (II) refinancing of all or any portion of the outstanding debt from the Development, and so long as there is any outstanding amount due and owing under this Note, Maker shall notify Holder of any such proposed or intended sale or refinancing. In such event, Maker and Holder shall meet and confer, and shall use good faith efforts, to determine the feasibility of the payoff or restructuring of the remaining balance owing under this Note as part of any such sale or refinancing to provide for repayment of this Note sooner than the thirty (30) year repayment period.

b. Definition of Residual Receipts. For the purposes of this Note, "**Residual Receipts**" shall mean the sum of money computed as follows:

(i) All rents, revenues, consideration or income (of any form) received by Maker in connection with or relating to the ownership or operation of the Development (but excluding tenants' security deposits, partner capital contributions and similar advances or interest that is earned on and allocated to reserve accounts) ("**Gross Revenue**") less all of the following: all customary and reasonable costs (i.e., mandatory (hard) mortgage payments) and expenses reasonably and actually incurred in connection with the operation and maintenance of the Development, including but not limited to premiums for property and liability insurance; utility services not paid directly by tenants; maintenance and repair; security services; any adjuster payments to the investor limited partner required under Maker's partnership agreement; payment of principal or interest on any indebtedness of Maker to any affiliate of Maker (individual or entity) or partner of Maker to repay completion, development deficit, operating deficit or other loans relating to the Development; asset management fee payable to the limited partner of Maker in the initial amount of Five Thousand Dollars ($5,000), increased annually by three percent (3%); partnership management fee payable to the general partner of Maker in the initial amount of Fifteen Thousand Dollars ($15,000), increased annually by three percent (3%); property management fees in the initial amount of Sixty-Five Dollars ($65) per unit per month, increased annually by three and one-half percent (3.5%); social services fee in the initial amount of One Hundred Sixty Thousand Three Hundred Dollars ($160,300), increased annually by three percent (3%); deferred

developer fee in the amount of Two Million Dollars ($2,000,000); amounts (reasonably approved by Holder) expended to restore the Development after a casualty loss or condemnation; reasonable and customary professional fees for legal, accounting, audit and tax returns for Maker and the Development, and similar customary expenses; taxes; franchise tax filing fees; and any cash deposited into replacement and operating reserves in amounts reasonably required by the investor or the lenders for the Development (collectively "**Operating Expenses**").

(ii) Notwithstanding the generality of the foregoing, the following items are not expenses or deductible in computing Residual Receipts: depreciation, cost recovery, amortization and similar items which do not involve the expenditure of cash.

7. Payment of Refinancing Net Revenue. In addition to other payments required under this Note, Maker shall pay to Holder any "Refinancing Net Revenue" as repayment of amounts due and owing under this Note. As used in this Note, the term "**Refinancing Net Revenue**" is the revenue from any refinancing of a loan secured by the Property net of the following actual costs and fees incurred: (a) the amount of the financing which is satisfied out of such proceeds; (b) reasonable and customary costs and expenses incurred in connection with the refinancing; (c) the amount of proceeds required to be reserved for the repair, rehabilitation, reconstruction or refurbishment of the Project; (d) the amount of proceeds required by any Project lender to be utilized to repay a Project loan; (e) the amount of such proceeds required by any Project lender to be deposited into a reserve account; (f) any adjuster payments to the investor limited partner required under Maker's partnership agreement; (g) payment of principal or interest on any indebtedness of Maker to any affiliate of Maker (individual or entity) or partner of Maker to repay completion, development deficit, operating deficit or other loans relating to the Development; (h) asset management fee payable to the limited partner of Maker in the initial amount of Five Thousand Dollars ($5,000), increased annually by three percent (3%); (i) partnership management fee payable to the general partner of Maker in the initial amount of Fifteen Thousand Dollars ($15,000), increased annually by three percent (3%); and (j) the balance, if any, of the deferred developer fee; provided, however, that to the extent the costs set forth in clauses (f), (g), (h), (i) and (j) are paid from refinancing revenue and thereby deducted from refinancing revenue for purposes of calculating the Refinancing Net Revenue, such costs shall not also constitute Operating Expenses for the year in which the costs are paid from refinancing revenue. Any Refinancing Net Revenue required to be paid to Holder pursuant to this Section shall be paid at the closing of the refinancing.

8. Audited Financial Statement.

Maker shall annually provide Holder with an audited financial statement documenting the calculation of Residual Receipts for the previous calendar year ending December 31. The audited financial statement shall be provided on or before September 1, together with payment of the Residual Receipts payment due to Holder. Holder shall have the right to inspect and audit Maker's books and records concerning the calculation of the Residual Receipts Payment and to object within ninety (90) days from receipt of Maker's statement. Failure to timely object shall be deemed acceptance. If Holder does object, Holder shall specify the reasons for disapproval. Maker shall have thirty (30) days to reconcile any disapproved item. If Maker and Holder cannot agree on the amount of the Residual Receipts payment, an independent auditor mutually selected by Maker and Holder shall resolve any disputed items. If the independent auditor determines that Maker's

statement underreported the amount of the Residual Receipts by more than three percent (3%), the cost of the auditor shall be paid solely by Maker. If the independent auditor determines that Maker's statement did not underreport the amount of the Residual Receipts by more than three percent (3%), the cost of the auditor shall be paid solely by Holder. Except in the event that Maker or Holder are solely responsible for the costs of the auditor pursuant to one of the foregoing sentences, the cost of the auditor shall be shared equally by Maker and Holder.

9. Acceleration Upon Certain Events or Upon Event of Default.

On the occurrence of a default under the terms of this Note, the Deed of Trust which is the security for this Note, or under any senior loans, notes or deeds of trust, at the option of the Holder and after notice to the Maker, providing Maker with thirty (30) days in which to cure any such default, and such default not having been cured within thirty (30) days (or if a greater amount of time is reasonably necessary to effect a cure, if actions to cure such default are not commenced within said thirty (30) day period and pursued with reasonable diligence thereafter) (any such uncured default, an "**Event of Default**"), all principal and interest due under this Note shall immediately become due and payable, upon thirty (30) day written notice from the Holder to the Maker. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of any subsequent Event of Default.

Should the undersigned Maker agree to or sell, convey, transfer, or dispose of the Property or any part thereof or interest therein, without first obtaining the prior written consent of the Holder (except for a "Permitted Transfer," as defined below), then, at the option of the Holder, all principal and interest due hereunder shall immediately become due and payable upon thirty (30) days written notice from the Holder to the Maker. Consent to one transaction of this type will not constitute a waiver of the right to require consent to future or successive transactions.

"**Permitted Transfers**" means any of the following types of transfer by Maker, which shall be subject to the person or entity to which such transfer is made expressly and unconditionally assuming in a written assignment and assumption agreement between such person or entity, Maker and Holder that is in a form reasonably acceptable to Holder (as evidenced by execution of such assignment and assumption agreement by the Buena Park City Manager), all obligations of Maker under this Note:

a. Any transfer to an institutional lender pursuant to a security instrument and/or deed of trust as collateral for a bona fide permanent loan or a refinancing of all or any portion of the outstanding debt from the Development.

b. Any transfer directly resulting from the foreclosure or deed in lieu of foreclosure of a security instrument or deed of trust for a loan from an institutional lender to the Development or as otherwise permitted.

c. The lease of residential units in the Development consistent with the City Development Agreement.

d. Any transfer of this Note and the Property to the general partner or Maker or to a limited liability company in which Jamboree Housing Corporation, a California

nonprofit public benefit corporation ("**JHC**") or any affiliate of JHC is a majority member and manager.

e. Any transfer of this Note and the Property to a limited partnership in which a general partner is an affiliate of Maker or JHC, and the managing general partner is a 501(c)(3) tax exempt nonprofit corporation or its affiliate.

f. The Transfer of the Development from Maker, while Maker is in the form of a limited partnership, to one or more of the general partners of Maker or any affiliate or any such general partner, at the end of the tax credit compliance period;

A Permitted Transfer shall not accelerate the maturity of this Note**,** provided that any transferee under such a transfer agrees to be bound by any and all instruments in favor of Holder.

10. Interest on Event of Default.

From and after an Event of Default, the entire outstanding principal balance of this Note shall automatically bear an annual interest rate equal to the lesser of: (a) eight percent (8%) compounding annually; or (b) the maximum interest rate allowed by law.

11. Costs Paid by Maker.

Maker agrees to pay the following costs, expenses and attorneys' fees paid or incurred by the Holder of this Note, or as adjudged by a court of competent jurisdiction: (a) reasonable costs of collection, costs and expenses and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed; and (b) costs of suit in such sum as the court may adjudge reasonable as attorneys' fees in any action to enforce payment of this instrument.

12. Waiver.

Maker hereby waives diligence, presentment, protest and demand, notice of protest, dishonor and nonpayment of this instrument, and expressly agrees that, without in any way affecting the liability of Maker hereunder, the Holder hereof may extend the Maturity Date or the time for payment of any installment due hereunder, accept additional security, release any party liable hereunder or release any security now or hereafter securing this Note. Maker hereby waives, to the fullest extent permitted by law, the right to plead any and all statutes of limitations as a defense to any demand on this instrument or any deed of trust, security agreement, guarantee or other agreement now or hereafter securing this Note.

13. Nonrecourse.

This Note is nonrecourse obligation of Maker and Maker's partners and the Holder must resort only to the Development or the Property, or both, for repayment should the Maker fail to repay the sums evidenced hereby. Neither Maker nor any of its general or limited partners shall have any personal liability for repayment of the City Loan and no deficiency judgment may be obtained against Maker or any of its general or limited partners except for actual or constructive fraud, intentional material misrepresentation, intentional bad faith waste of or on the Development

and such other matters as are referred to below. Notwithstanding the generality of the foregoing, however, Maker shall indemnify, defend, protect and hold Holder harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense, including, without limitation, reasonable attorneys' fees and expenses incurred by the Holder arising as a result of any (i) fraud or intentional material misrepresentation by the Maker under or in connection with the City Development Agreement or any other agreements or documents provided in connection therewith; (ii) intentional bad faith waste of the Property encumbered by the deed of trust which secures this Note; and (iii) losses resulting from Maker's failure to maintain insurance as required under the provisions of the deed of trust securing this Note. Maker's obligation to indemnify the Holder hereof as aforesaid shall be recourse obligations of the Maker, and in the event of any breach of such obligations, the Holder shall have the right to proceed directly against the Maker to recover any and all losses, damages, liability, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) and may bring any action and institute any proceeding to obtain a deficiency judgment in or following foreclosure for any and all such losses, damages, liabilities, costs and expenses resulting from such breach.

14. Severability.

If any provision of this Note is determined by a court of competent jurisdiction to be void or unenforceable, such determination shall not affect any other provision of this instrument, and all other provisions hereof shall remain valid and in full force and effect.

15. Non-Waiver.

No delay in demanding or failure to demand performance hereunder shall constitute a waiver by the Holder hereof of its right to subsequently demand such performance or to exercise any remedies for any Event of Default hereunder. Further, in order to be effective, any waiver of any of the Holder's rights and remedies hereunder shall be expressed in a writing signed by a duly appointed representative of the Holder hereof. Further, waiver by the Holder hereof of any right hereunder shall not constitute a waiver of any other right, including, but not limited to, the right to exercise any and all remedies for a different or subsequent Event of Default hereunder.

16. Recitals Incorporated.

The Recitals are incorporated herein by this reference.

[Signatures on Following Page]

MAKER:

COMMONWEALTH HOUSING PARTNERS LP,
a California limited partnership

By: JHC-Commonwealth LLC,
a California limited liability company,
its Managing General Partner

By: Jamboree Housing Corporation,
a California nonprofit public benefit corporation,
its manager

By: _____
Michael Massie, Chief Development Officer

By execution below, the City of Buena Park hereby agrees to provide the City Loan to Maker pursuant to the terms of this Note and hereby acknowledges and agrees to the terms of this Note.

HOLDER:

CITY OF BUENA PARK,
a California municipal corporation

By: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Christopher Cardinale, City Attorney

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Buena Park
6650 Beach Boulevard
Buena Park, California 90622
Attn: City Clerk

APN: 070-012-38

SPACE ABOVE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEE PER
GOVERNMENT CODE §27383

DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING (WITH ASSIGNMENT OF RENTS)

(Ascent)

This Deed of Trust, Security Agreement and Fixture Filing (with Assignment of Rents) ("**Deed of Trust**") is dated as of _____, 2023, by COMMONWEALTH HOUSING PARTNERS LP, a California limited partnership, whose address is 17701 Cowan Avenue, Suite 200, Irvine, CA 92614 ("**Trustor**"), to FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation ("**Trustee**"), for the benefit of the CITY OF BUENA PARK, a California municipal corporation, whose address is 6650 Beach Boulevard, Buena Park, California 90622 ("**Beneficiary**"), and is executed to secure that certain promissory note of even date herewith in the principal amount of Three Hundred Fourteen Thousand Three Hundred Seventy-Two Dollars and Eighty Cents ($314,372.80) (the "**Promissory Note**"), executed by Trustor in favor of Beneficiary (as it may from time to time be supplemented, amended extended, renewed or otherwise modified), the provisions of which are incorporated in the Deed of Trust by this reference.

Reference is made to that certain Amended and Restated Development Agreement No. DA 19-1, Concerning Property Located at 8180 Commonwealth Avenue (APN No. 070-012-38), Buena Park, California, entered into between Trustor and Beneficiary, which was recorded against the "Subject Property" (as defined below) on August 14, 2020, as Instrument No. 2020000411629 (the "**City Development Agreement**").

Trustor hereby IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee, its successors and assigns, in Trust, with POWER OF SALE TOGETHER WITH RIGHT OF ENTRY AND POSSESSION, the following property ("**Trust Estate**"):

(a) All of that certain real property in the City of Buena Park, County of Orange, State of California, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("**Subject Property**");

(b) All buildings, structures and other improvements now or in the future located or to be constructed on the Subject Property ("**Improvements**");

(c) All tenements, hereditament, appurtenances, privileges, franchises and other rights and interests now or in the future benefitting or otherwise relating to the Subject Property or the Improvements, including easements, rights-of-way and development rights ("**Appurtenances**"). (Appurtenances, together with the Subject Property and the Improvements, are hereafter collectively referred to as the "**Real Property**");

(d) Subject to the assignment to Beneficiary set forth in Paragraph 4 below, all rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Trust Estate or the ownership, use, management operation, leasing or occupancy of the Trust Estate, including those past due and unpaid ("**Rents**");

(e) All present and future right, title and interest of Trustor in and to all inventory, equipment, fixtures and other goods (as those terms are defined in Division 9 of the California Uniform Commercial Code ("**UCC**"), whether existing now or in the future) located at, upon or about, or affixed or attached to or installed in, the Real Property, or used or to be used in connection with or otherwise relating to the Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Real Property, including furniture, furnishings, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating, ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs, replacements and substitutions of or to any of such property ("**Goods**," and together with the Real Property, collectively the "**Property**"); and

(f) All present and future right, title and interest of Trustor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written material (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Property or any other part of the Trust Estate or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the Property or any other part of the Trust Estate, including (to the extent applicable to the Property or any other portion of the Trust Estate) (i) permits, approvals and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers, supervisors, designers, architects, engineers, sales agents, leasing agents, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties, guaranties, indemnities and insurance policies, together with insurance payments and unearned insurance premiums, (vi) claims, demands, awards, settlements, and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, (vii) license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Trustor under any such agreements, (viii) reserves, deposits, bonds, deferred payments, refunds, rebates, discounts, cost savings, escrow proceeds, sale proceeds and other

rights to the payment of money, trade names, trademarks, goodwill and all other types of intangible personal property of any kind or nature, and (ix) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (collectively, "**Intangibles**").

Trustor further grants to Trustee and Beneficiary, pursuant to the UCC, a security interest in all present and future right, title and interest of Trustor in and to all Goods and Intangibles and all of the Trust Estates described above in which a security interest may be created under the UCC (collectively, the "**Personal Property**"). This Deed of Trust constitutes a security agreement under the UCC, conveying a security interest in the Personal Property to Trustee and Beneficiary. Trustee and Beneficiary shall have, in addition to all rights and remedies provided herein, all the rights and remedies of a "secured party" under the UCC and other applicable California law. Trustor covenants and agrees that this Deed of Trust constitutes a fixture filing under Sections 9313 and 9402(6) of the UCC.

FOR THE PURPOSE OF SECURING, in such order of priority as Beneficiary may elect, the following: (a) payment of the Promissory Note, and (b) due, prompt and complete observance, performance and discharge of each and every monetary and non-monetary condition, obligation, covenant and agreement contained herein ("**Secured Obligations**"). The Promissory Note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions, amendments, modifications or renewals thereof, however evidenced.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

1. That Trustor shall perform its obligations as set forth in the Secured Obligations at the time and in the manner respectively provided therein;

2. That Trustor shall not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Deed of Trust was executed;

3. That the Secured Obligations are incorporated in and made a part of this Deed of Trust. Upon default of a Secured Obligation, and after the giving of notice and the expiration of any applicable cure period, the Beneficiary, at its option, may declare the whole of the indebtedness secured hereby to be due and payable. This Deed of Trust shall cover, and the property subject hereto shall include, all property now or hereafter affixed or attached to or incorporated upon the Subject Property in, to or under which Trustor now has or hereafter acquires any right, title or interest, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Subject Property. To the extent any of the property subject to this Deed of Trust consists of rights in action or personal property covered by the UCC, this Deed of Trust shall also constitute a security agreement, and Trustor hereby grants to Beneficiary, as secured party, a security interest in such property, including all proceeds thereof, for the purpose of securing the Secured Obligations. In addition, for the purpose of securing the Secured Obligations, Trustor hereby grants to Beneficiary, as secured party, a security interest in all of the property described herein in, to, or under which Trustor now has or hereafter acquires any right, title or interest, whether present, future or contingent, including, but not limited to, all equipment, inventory, accounts, general intangibles, instruments, documents and chattel paper, as those terms are defined in the

UCC, and all other personal property of any kind (including, without limitation, money and rights to the payment of money), whether now existing or hereafter created, that are now or at any time hereafter (i) in the possession or control of Beneficiary in any capacity; (ii) erected upon, attached to or appurtenant to the Subject Property; (iii) located or used on the Subject Property or identified for use on the Subject Property (whether stored on the Subject Property or elsewhere); or (iv) used in connection with, arising from, related to, or associated with the Subject Property or any of the personal property described herein, the construction of any improvements on the Subject Property, the ownership, development, maintenance, management or operation of the Subject Property, the use or enjoyment of the Subject Property or the operation of any business conducted thereon, including, without limitation, all such property described as the Trust Estate hereinabove. The security interests granted in this Paragraph 3 are hereinafter severally and collectively called the "Security Interest". The Security Interest shall be self-operative with respect to the real property described herein but Trustor shall execute and deliver on demand such additional security agreements, financing statements and other instruments as may be requested in order to impose the Security Interest more specifically upon the real and personal property encumbered hereby. The Security Interest, at all times, shall be prior to any other interest in the personal property encumbered hereby. Trustor shall act and perform as necessary and shall execute and file all security agreements, financing statements, continuation statements and other documents requested by Beneficiary to establish, maintain and continue the perfected Security Interest. Trustor, on demand, shall promptly pay all costs and expenses of filing and recordation, to ensure the continued priority of the Security Interest. Trustor shall not sell, transfer, assign or otherwise dispose of any personal property encumbered hereby without obtaining the prior written consent of Beneficiary, except that the Trustor may, in the ordinary course of business, replace personal property or dispose of personal property that will not be replaced because of its obsolescence. Unless Beneficiary then agrees otherwise in writing, all proceeds from any permitted sale or disposition in excess of that required for full replacement shall be paid to Beneficiary to be applied on the Promissory Note subject to the rights of any senior lenders. Although proceeds of personal property are covered hereby, this shall not be construed to mean that Beneficiary consents to any sale of such personal property. Upon its recordation in the real property records of Orange County, this Deed of Trust shall be effective as a financing statement filed as a fixture filing. In addition, a carbon, photostatic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement;

4. That, subject to the rights of holders of any senior deed of trust, all rents, profits and income from the property covered by this Deed of Trust are hereby assigned to the Beneficiary for the purpose of discharging the debt hereby secured. Permission is hereby given to Trustor so long as no default exists hereunder after the giving of notice and the expiration of any applicable cure period, to collect such rents, profits and income for use in accordance with the provisions of the Secured Obligations;

5. That, subject to the rights of holders of any senior deed of trust, upon default hereunder or under the aforementioned agreements, and after the giving of notice and the expiration of any applicable cure period, Beneficiary shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;

6. That Trustor will keep the improvements now existing or hereafter erected on the Subject Property insured against loss by fire and such other hazards, casualties, and contingencies as may be required by applicable provisions of the Secured Obligations, and all such insurance shall be evidenced by standard fire and extended coverage insurance policy or policies. Such policies shall be endorsed with standard mortgage clause with loss payable to the Beneficiary and certificates thereof together with copies of original policies, if requested, shall be deposited with the Beneficiary;

7. To pay before delinquency any taxes and assessments affecting said Property; to pay, when due, all encumbrances, charges and liens, with interest, on said Property or any part thereof which appear to be prior or superior hereto; and to pay all costs, fees, and expenses of this trust. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be required to pay and discharge any such tax, assessment charge or levy so long as Trustor is contesting the legality thereof in good faith and by appropriate proceedings, and Trustor has adequate funds to pay any liabilities contested pursuant to this Paragraph 7;

8. To keep said property in good condition and repair, subject to ordinary wear and tear, casualty and condemnation, not to remove or demolish any buildings thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon (subject to Trustor's right to contest the validity or applicability of laws or regulations); not to commit or permit bad faith waste thereof; not to commit, suffer or permit any act upon said property in violation of law and/or covenants, conditions and/or restrictions affecting said property; not to permit or suffer any material alteration of or addition to the buildings or improvements hereafter constructed in or upon said Subject Property without the consent of the Beneficiary, which consent shall not be unreasonably withheld, conditioned or delayed;

9. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and reasonable attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear;

10. Should Trustor fail, after the giving of notice and the expiration of any applicable cure period, to make any payment or do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Following default, after the giving of notice and the expiration of any applicable cure period, Beneficiary or Trustee, being authorized to enter upon said property for such purposes, may commence, appear in and/or defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; may pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, may pay necessary expenses, employ counsel, and pay his reasonable fees;

11. Beneficiary shall have the right to pay all insurance premiums required by the Secured Obligations when due should Trustor fail to make any required premium payments after the giving of notice and the expiration of any applicable cure period. All such payments made by the Beneficiary shall be added to the sums secured hereby;

12. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, under permission given under this Deed of Trust, with interest from date of expenditure, at the highest rate of interest permitted by law;

13. That the funds to be advanced hereunder are to be used in accordance with applicable provisions of the Secured Obligations; upon the failure of Trustor to do so, after the giving of notice and the expiration of any applicable cure period, Trustor shall be in default hereunder;

14. Trustor further covenants that it will not voluntarily create, suffer, or permit to be created against the Subject Property subject to this Deed of Trust any lien or liens except as authorized by Beneficiary and/or as provided and/or authorized in the Secured Obligations and further that it will keep and maintain the property free from the claims of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall not be obligated to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting, provided that Trustor shall, at Beneficiary's written request, within thirty (30) days after the filing of any claim or lien (but in any event, and without any requirement that Beneficiary must first provide a written request prior to foreclosure) record in the Office of the Recorder of Orange County, a surety bond in the amount required by law to protect against a claim of lien, or provide such other security reasonably satisfactory to Beneficiary;

15. That any and all improvements made or about to be made upon the premises covered by this Deed of Trust and all plans and specifications, comply with all applicable municipal ordinances and regulations and all other applicable regulations made or promulgated, now or hereafter, by lawful authority, and that the same will upon completion comply with all such applicable municipal ordinances and regulations and with the rules of the applicable fire rating or inspection organization, bureau, association or office.

IT IS MUTUALLY AGREED THAT:

16. Trustor confirms that if Trustor should sell, enter into a contract of sale, convey, or in any way transfer all or any interest of Trustor in the Real Property encumbered by this Deed of Trust or suffer Trustor's title or any interest therein to be divested, whether voluntarily or involuntarily, unless the same is a Permitted Transfer as defined in the Promissory Note, without the prior written consent of the Beneficiary being first obtained, then Beneficiary shall have the right, at Beneficiary's sole option, to declare all sums payable under the Promissory Note secured hereby immediately due and payable in full, irrespective of the maturity date otherwise specified in the Promissory Note. No waiver of this right shall be effective unless in writing and signed by the Beneficiary. Consent by the Beneficiary to any one such transaction shall not be deemed a waiver of the right to require such consent to future or successive transactions. Further, upon

default under one of the Secured Obligations, and after the giving of notice and the expiration of any applicable cure period provided therein, the Beneficiary, at its option, may declare the whole of the indebtedness secured hereby to be immediately due and payable in full, irrespective of the maturity date otherwise specified in the Promssory Note;

17. As provided more specifically in the Secured Obligations, should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, subject to the rights of any senior lenders, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor which are not used to reconstruct, restore or otherwise improve the Property or part thereof that was taken or damaged, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage subject to the rights of any senior lenders. All such compensation, awards, damages, rights of action and proceeds which are not used to reconstruct, restore or otherwise improve the property or part thereof that was taken or damaged, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary subject to the rights of any senior lenders;

18. Notwithstanding Sections 16 and 17, in the event that a portion of the Property is taken for a public improvement or pursuant to a condemnation proceeding and the residential rental housing units on the Property remain intact and continue to be owned and operated by Trustor in conformance with the City Development Agreement, Beneficiary shall not declare all sums due and payable under the Promissory Note, nor shall the Beneficiary be entitled to any compensation, awards and other payments therefor, provided that subject to the rights of any senior lenders, such compensation, awards and other payments are used for (1) paying principal and interest owed on any senior loan, (2) making improvements to the Property that are approved by Beneficiary, in its reasonable discretion, or (3) payment of principal owing under the Promissory Note. In the event that Trustor receives such compensation, awards or other payments and fails to expend the funds in conformance with subsections (1) and (2) this section within thirty (30) days of receipt of such funds, Trustor shall be in default under this Deed of Trust;

19. Upon default by Trustor in taking any action or in making any payments provided for herein, or in the Secured Obligations, if Trustor shall fail to perform any covenant or agreement in this Deed of Trust within thirty (30) days after written demand therefor by Beneficiary (or, in the event that more than thirty (30) days is reasonably required to cure such default, should Trustor fail to promptly commence such cure, and diligently prosecute same to completion), after the giving of notice and the expiration of any applicable cure period, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale, and of written notice of default and of election to cause the property to be sold, which notice Trustee shall cause to be duly filed for record and Beneficiary may foreclose this Deed of Trust. Beneficiary shall also deposit with Trustee this Deed of Trust and all documents evidencing expenditures secured hereby;

20. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine

at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary, may purchase at the sale. The Trustee shall apply the proceeds of sale to payment of (1) the expenses of such sale, together with the reasonable expenses of this trust including therein reasonable Trustee's fees or attorney's fees for conducting the sale, and the actual cost of publishing, recording, mailing and posting notice of the sale; (2) the cost of any search and/or other evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the maximum rate allowed by law; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto;

21. Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Deed of Trust. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee;

22. The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law;

23. Upon written request of Beneficiary stating that all sums secured hereby have been paid and all obligations secured hereby have been satisfied, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto";

24. The trust created hereby is irrevocable by Trustor;

25. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall include not only the original Beneficiary hereunder but also any future successor in interest to Beneficiary. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Trustor hereunder are joint and several;

26. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law,

the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee;

27. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the address set forth in the Deed of Trust;

28. Trustor agrees at any time and from time to time, upon receipt of a written request from Beneficiary, to furnish to Beneficiary detailed statements in writing of income, rents, profits, and operating expenses of the premises, and the names of the occupants and tenants in possession, together with the expiration dates of their leases and full information regarding all rental and occupancy agreements, and the rents provided for by such leases and rental and occupancy agreements, and such other information regarding the premises and their use as may be requested by Beneficiary;

29. As is provided more specifically in the Secured Obligations, the obligations of Trustor thereunder are nonrecourse obligations of the Trustor. The sole recourse of Beneficiary shall be the exercise of its rights against the Property;

30. Notwithstanding specific provisions of this Deed of Trust, non-monetary performance hereunder shall not be deemed to be in default where delays or defaults are due to: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; pandemics, quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; governmental shut-downs, litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor or supplier; acts of the other party; acts or failure to act of the City of Buena Park or any other public or governmental agency or entity (except that any act or failure to act of Beneficiary shall not excuse performance by Beneficiary unless such act or failure to act is allowed or required by law); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause (a "**Force Majeure Delay**") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Deed of Trust may also be extended in writing by the Beneficiary and Trustor;

31. If the rights and liens created by this Deed of Trust shall be held by a court of competent jurisdiction to be invalid or unenforceable as to any part of the obligations described herein, the unsecured portion of such obligations shall be completely performed and paid prior to the performance and payment of the remaining and secured portion of the obligations, and all performance and payments made by Trustor shall be considered to have been performed and paid on and applied first to the complete payment of the unsecured portion of the obligations;

32. (a) Subject to the extensions of time set forth in Paragraph 31, and subject to the further provisions of this Paragraph 33, failure or delay by Trustor to perform any term or

provision respectively required to be performed under the Secured Obligations or this Deed of Trust constitutes a default under this Deed of Trust;

(b) Beneficiary shall give written notice of default to Trustor, specifying the default complained of by the Beneficiary. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default;

(c) Any failures or delays by Beneficiary in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by Beneficiary in asserting any of its rights and remedies shall not deprive Beneficiary of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies;

(d) If an event of default occurs under the terms of this Deed of Trust, prior to exercising any remedies hereunder or thereunder, Beneficiary shall give Trustor written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies by Beneficiary under this Deed of Trust. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Trustor (i) initiates corrective action within said period, and (ii) diligently and in good faith works to effect a cure as soon as reasonably possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default;

(e) If an event of default occurs under the terms of the Secured Obligations, prior to exercising any remedies hereunder or thereunder, Beneficiary shall give Trustor notice of such default. As is provided more specifically in the Secured Obligations, if the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies by the Beneficiary under the Secured Obligations, or this Deed of Trust. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and Trustor (i) initiates corrective action within said period, and (ii) diligently and in good faith works to effect a cure as soon as reasonably possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default.

33. This Deed of Trust shall be subject and subordinate to the terms of that certain extended use agreement executed by the Trustor in connection with the Trustor's allocation of low-income housing tax credits under Section 42 of the Code (the "**Extended Use Agreement**"). If Beneficiary or its successors or assigns (collectively, the "**Subsequent Owner**") acquires the Property by foreclosure (or instrument in lieu of foreclosure), then the "extended use period" (as defined in Section 42(h)(6)(D) of the Internal Revenue Code) shall terminate, except for the obligation of the Subsequent Owner to comply with the limitations on evictions, termination of tenancy and increase in rents for the three year period following the Subsequent Owner's acquisition of the Property, as set forth in Section 42(h)(6)(E)(ii) of the Internal Revenue Code. Upon request when appropriate, Beneficiary shall execute such documentation as is necessary to subordinate this Deed of Trust to a senior loan.

[**Signatures on Following Page**]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first set forth above.

TRUSTOR:

COMMONWEALTH HOUSING PARTNERS LP,
a California limited partnership

By: JHC-Commonwealth LLC,
a California limited liability company,
its Managing General Partner

By: Jamboree Housing Corporation,
a California nonprofit public benefit corporation,
its manager

By: _____
Michael Massie, Chief Development Officer

[SIGNATURES MUST BE NOTARY ACKNOWLEDGED]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A TO
DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING
(WITH ASSIGNMENT OF RENTS)

Legal Description of Subject Property

All that certain real property situated in the County of Orange, State of California, described as follows:

City of Buena Park

City Council Regular Meeting Agenda Report

ORDINANCE ADOPTING TEXT AMENDMENT NO. C-23-1 TO REVISE TITLE 19 OF THE BUENA PARK MUNICIPAL CODE REGARDING DEVELOPMENT STANDARDS FOR TRASH STORAGE FACILITIES

Zoning Text Amendment within Title 19 of the Buena Park Municipal Code regarding development standards for trash storage facilities in the Multifamily Residential zones Section 19.424.010 (Trash Storage Facilities) and in the Commercial and Industrial zones Section 19.524.010 (Trash Storage Facilities) citywide.

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	PUBLIC HEARING Item: A

Presented By	Prepared By
Ian McAleese, Associate Planner	Matt Foulkes, Director of Community and Economic Development

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Hold a public hearing; and 2) Make certain findings and adopt an ordinance amending Title 19 (Zoning) of the Buena Park Municipal Code (BPMC) in specified Sections 19.424.010 and 19.524.010 related to trash storage facilities within multifamily residential, commercial, and industrial zones.

PREVIOUS CITY COUNCIL ACTION

In 2016, SB 1383 (California's Short-Lived Climate Pollutant Reduction Law) required cities to adopt standards to facilitate organics recycling. The City adopted Ordinance No. 1702 on March 8, 2022, which revised regulations governing solid waste collection and amended Buena Park Municipal Code (BPMC) Chapter 8.12 (Solid Waste Collection). The City's Zoning Code provisions concerning development standards for trash storage facilities in the Multifamily Residential, Commercial, and Industrial zones do not currently meet the mandated State regulations.

On October 11, 2023, the Planning Commission considered the proposed Ordinance and adopted Resolution No. 6301 recommending that the City Council adopt the proposed Ordinance approving Text Amendment No. C-23-1.

DISCUSSION

The proposed amendment to BPMC Title 19 (Zoning) will update the development standards and requirements for trash storage facilities citywide for commercial, industrial, and multifamily residential developments of five (5) or more residential units to accommodate three bins required for solid waste, recycling, and organic material collection, in compliance with State Law.

Businesses have already received organic recycling bins, in addition to the standard recycling and waste bins. This amendment to BPMC Sections 19.424.010 (Trash Storage Facilities) in Multifamily Residential Zones and 19.524.010 (Trash Storage Facilities) in Commercial and Industrial Zones will account for a need to store three bins as well as update the

design guidelines to require solid roofs and complementary finishes and colors on the trash enclosures. The proposed ordinance contains the necessary provisions to ensure that businesses, residents, and property owners comply with State Law requirements concerning solid waste, recycling, and organic materials. Specific ordinance provisions include:

- A requirement that before the City can issue a grading, demolition, tenant improvement, or building permit for any new or existing commercial, industrial or multifamily (of five or more residential units) development, the design of the trash storage facility must be sufficiently sized to store solid waste, recycling, and organic material recycling bins/carts.
- New design of trash storage facilities shall include a solid non-combustible roof structure to prevent rainwater infiltration into the trash storage area and runoff from discharging to storm drains.
- Finishes and materials of the trash storage facility enclosure walls, gates, and roof structure shall complement the primary building on-site.
- Access requirements so trash enclosures can be adequately served by the City's waste hauler.
- Proximity requirements to ensure that enclosures are located near businesses and residential units for ease of access by employees and residents.
- Detailed design requirements to provide applicants clear instructions on the minimum requirements for trash storage facility enclosures.

These proposed code modifications will bring the City’s trash storage facilities into compliance with State Law, provide clear standards for the Buena Park community, and allow for easy-to-understand design guidelines for future trash storage facilities. The Planning Commission conducted a public hearing on October 11, 2023, on the proposed text amendments and unanimously recommended City Council approval.

ENVIRONMENTAL ASSESSMENT

The Zoning Text Amendment is exempt from CEQA pursuant to CEQA Guidelines Section 15061 (b)(3), which provides that a project is exempt as CEQA only applies to projects which have the potential for causing a significant effect on the environment and does not apply where it can be seen with certainty that there is no possibility of a significant effect. In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines Section 15303(e). Section 15303 specifically lists the construction of appurtenant accessory structures and fences as examples of activity that expressly falls within this exemption. The proposed amendment regulates the construction of existing and proposed trash storage facilities, which are, by definition, structures that are accessory to a primary structure on the lot and which are limited in size.

PUBLIC HEARING NOTICE

Notice of this public hearing was published in the Buena Park Independent on November 3, 2023, and posted at City Hall, the Buena Park Library, and Ehlers Event Center on November 3, 2023. As of the date of publishing this report, the City has not received any inquiries or letters regarding the proposed action

BUDGET IMPACT

There is no budget impact associated with the proposed Ordinance.

Attachments

City Council Ordinance - Trash Storage Facilities.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING TITLE 19 (ZONING) OF THE BUENA PARK MUNICIPAL CODE SECTIONS 19.424.010 AND 19.524.010 RELATED TO TRASH STORAGE FACILITIES WITHIN MULTIFAMILY RESIDENTIAL, COMMERCIAL AND INDUSTRIAL ZONES

A. RECITALS.

(i) The City of Buena Park ("City") is a California charter city with plenary authority over all "municipal affairs" and the broad "police powers" vested by California's Constitution, pursuant to which it may make and enforce laws necessary to protect and preserve the health, safety, and welfare of residents' subject only to enactments by the California Legislature on matters of "statewide concern."

(ii) Consistent with such authority, the City enacted the Buena Park Municipal Code ("BPMC") and Buena Park Zoning Code (Title 19 of the BMPC, hereinafter "BPZC") to, among other things, regulate the location and nature of land uses in the City.

(iii) On September 19, 2016, Governor Jerry Brown signed Senate Bill ("SB") 1383 (the "Bill") into law, amending Health and Safety Code sections 39730.5, 39730.6, 39730.7, and 39730.8 and adding Public Resources Code Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30, and thereby enacting new Statewide requirements for short-lived climate pollutants.

(iv) To comply with the Bills, on March 8, 2022, the City Council passed, adopted, and enacted Ordinance No. 1702 (the "Ordinance") to revise the City's regulations governing solid waste collection and making corresponding amendments to Chapter 18.12 (Solid Waste Collection) of the Buena Park Municipal Code.

(v) On October 11, 2023, the Planning Commission conducted a duly noticed public hearing to consider Zoning Text Amendment No. C-23-1 and unanimously recommended that the City Council approve the Text Amendment.

(vi) On November 14, 2023, the City Council conducted a duly noticed public hearing to consider Zoning Text Amendment No. C-23-1.

(vii) This Ordinance is a text change to the BPZC and has been processed and considered in accordance with the provisions of Section 19.124.010 (Text Change) of the Buena Park Municipal Code, as well as applicable provisions of California law, and all other legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The facts set forth in the Recitals, Part A, of this Ordinance are true and correct, and incorporated into this Ordinance as substantive findings.

SECTION 2. Section 19.424.010 of the Buena Park Municipal Code, entitled "Trash Storage Facilities," is hereby amended to read as follows (new text reflected in underline and deleted text in ~~strikethrough~~):

19.424.010 Trash Storage Facilities.

A. All refuse shall be stored within trash containers which meet City standards. Except when temporarily placed for pickup, all such containers shall be located or screened so as not to be in public view.

B. Except for a temporary use, any non-residential use in the residential zones shall comply with the trash storage requirements for commercial and industrial uses under Division 5.

C. All mobile home parks, group quarters, and multi-family developments of ~~four~~ five or more units in residential zones shall provide a trash enclosure for bins or other containers, with capacity, number and distribution sufficient to provide adequate storage capacity of trash, recycling and organics for the purpose of; screening the trash container(s) from public view; maintaining any loose debris within the enclosure; providing a permanent location for the container(s) that will not encroach upon driveways, parking, pedestrian, and emergency access areas; ~~and~~ eliminating the accessibility of trash to the elements and animals, and to prevent rainwater infiltration into the trash storage area and run-off from reaching storm drains. The trash enclosure shall conform to the following standards:

1. All required trash enclosures ~~receiving the 3-cubic yard commercial bin(s)~~ shall meet the requirements as shown in Illustration 19.4524.010.
2. **Location.** Enclosures shall be ~~located and arranged for ease of pick-up~~ readily accessible to building occupants, facility maintenance personnel, and to the City's contracted trash hauler, and shall not interfere with other activities on the site. An enclosure shall be located within 250 feet of the appropriate doorway of each multifamily dwelling unit. Enclosures shall provide adequate access to minimize effort in the collection and removal of container contents from the enclosures. Such location shall be subject to the approval of the Planning Division.
3. **Maintenance.** All trash enclosures and adjacent paving shall be maintained as a condition of the use.
4. If the required expansion of any existing trash enclosure requires the removal of one parking space or increase in the number of compact parking spaces beyond what is allowed under Section 19.436.070 (Residential Parking Dimensions and Layout), it may be granted pursuant to review procedures provided under Section 19.128.090 (Zoning Compliance Review).
5. All trash enclosures shall obtain approval for capacity, location, and design from the City's franchise waste hauler before issuance of a building permit.

D. For multifamily residential uses of ~~four~~ five or more dwelling units and for mobile home parks, the minimum trash storage capacity provided shall be an amount determined by the City's contracted trash hauler on the basis of a refuse production rate of one-half cubic yard per dwelling unit per week and the frequency of pickup service available.

SECTION 3. Section 19.524.010 of the Buena Park Municipal Code, entitled "Trash Storage Facilities," is hereby amended to read as follows (new text reflected in underline and deleted text in ~~strikethrough~~):

19.524.010 Trash Storage Facilities.

A. All refuse shall be stored within trash containers which meet City standards. Except when temporarily placed for pickup, all such containers shall be located or screened so as not to be in public view.

B. Except for a temporary use, all non-residential uses, as well as mobile home parks and group quarters in the commercial and industrial zones shall provide a trash enclosure for the purpose of: screening the trash container(s) from public view, maintaining any loose debris within the enclosure, providing a permanent location for the container(s) that will not encroach upon driveways, parking, pedestrian, and emergency access areas, ~~and~~ eliminating the accessibility of trash to the elements and animals, and to prevent rainwater infiltration into the trash storage area and run-off from reaching storm drains. The trash enclosure shall conform to the following standards:

1. All required trash enclosures ~~receiving the 3 cubic yard commercial bin(s)~~ shall include adequate, accessible, and convenient areas for storing and loading trash, recyclables, and organic materials, and shall meet the requirements as shown in Illustration~~s~~ 19.524.010 ~~(A) or (B)~~.

~~**2.** Enclosures for larger than 3 cubic yard commercial bins shall be constructed of masonry block or concrete tilt-ups, designed to sight screen the bins, and to be architecturally compatible with other buildings on the site. Structural and architectural features shall be subject to approval of the Planning and Building Divisions. Maneuvering areas shall meet the minimum requirements of equivalent size loading area.~~

~~**3.** Enclosures for compactors located outside the building shall be constructed of masonry block, designed to sight screen the bins, and to be architecturally compatible with other buildings on the site. Structural and architectural features shall be subject to approval of the Planning and Building Divisions.~~

4. 2. Location. Enclosures shall be ~~located and arranged for ease of pick-up~~ readily accessible to building occupants, facility maintenance personnel, and to the City's contracted trash hauler, and shall not interfere with other activities on the site. An enclosure shall be located within 250 feet of the appropriate doorway of each business. Enclosures shall provide adequate access so as to minimize effort in the collection and removal of container contents from the enclosures. A rear or side access door or gate shall be installed for multi-tenant users to easily access bins. Such location shall be subject to the approval of the Planning Division.

~~**5.** **3.** **Maintenance.** All trash enclosures and adjacent paving shall be maintained. as a condition of the use.~~

4. If the required expansion of any existing trash enclosure requires the removal of one parking space or increase in the number of compact parking spaces beyond what is allowed under Section 19.536.060 (Parking Dimensions and Layout), it may be granted under Section 19.128.090 (Zoning Compliance Review).

5. All trash enclosures shall obtain approval for capacity, location, and design from the City's franchise waste hauler before issuance of a building permit.

C. Upon written acceptance from the franchised agent for trash disposal, the requirement for a trash enclosure may be waived by the Director for a trash compactor, provided that the storage of the compactor and all trash shall be kept within the building and that the type and amount of trash will not create a public nuisance.

<table>
<tr><th colspan="2">Illustration 19.524.010 ~~(A)~~

Trash Enclosure Requirements for trash, recyclables, and organic material waste ~~3 cubic yard~~ bins</th></tr>
<tr><td>~~Alternate A~~ Examples</td><td>Access / Location Requirements:

~~• Locate trash area(s) with convenient accessibility for both deposit and pick-up.~~

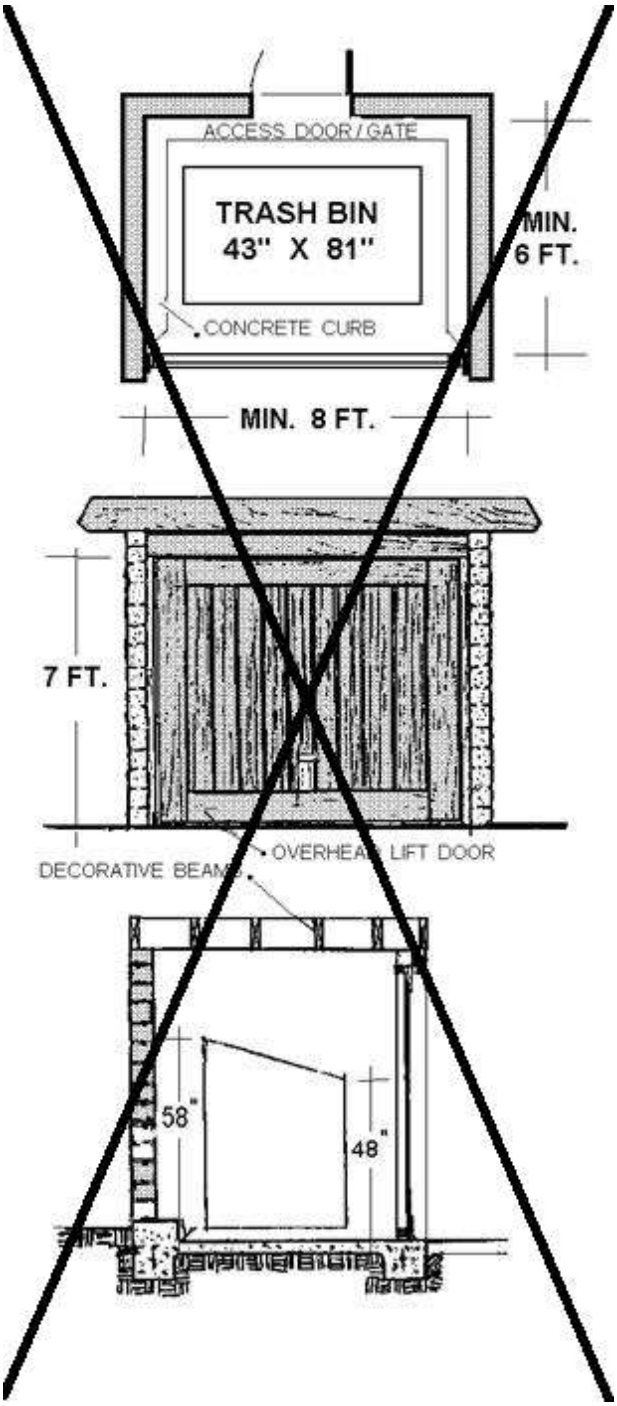
~~• Location(s) shall be approved by the Planning Division.~~

~~• Provide a side or rear access door/gate for multi-tenant uses.~~

• Maneuvering areas shall meet the minimum requirements of equivalent size loading area. including:

○ Overhead clearance of 20 feet must be provided in front of the enclosure to allow containers to be emptied by the front-end loader collection vehicles.

○ A turnaround must be provided for any street, driveway, or travel aisle that would otherwise require the</td></tr>
</table>



collection truck to back up a distance greater than 100 feet. A minimum of a 42-foot turning radius is required for solid waste collection vehicles.

- Driveways and travel aisles shall conform to Section 19.436.040 (Residential Driveway Standards) for multifamily properties or Section 19.536.030 (Driveway Standards) for commercial and industrial properties, or the same standards of Orange County Fire Authority's (OCFA) Master Plans for Commercial and Residential Development for access and clearance, whichever is greater.

~~• Provide a 7 foot high overhead door for trash pick-up service, with standard garage door hardware and construction.~~

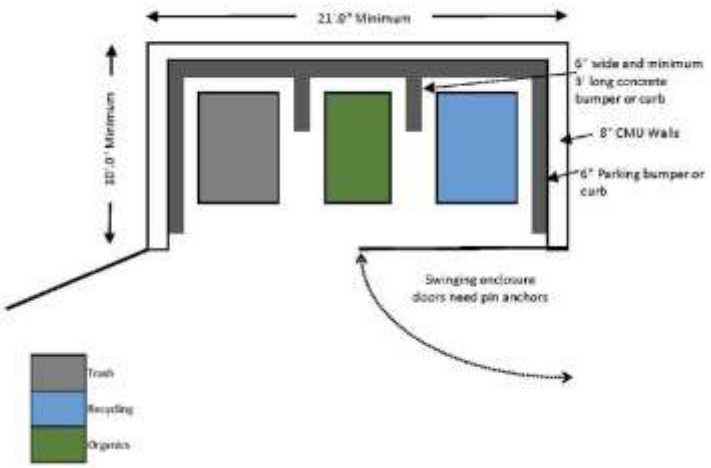
Construction Requirements:

• Provide a minimum 6-inch reinforced block wall construction.

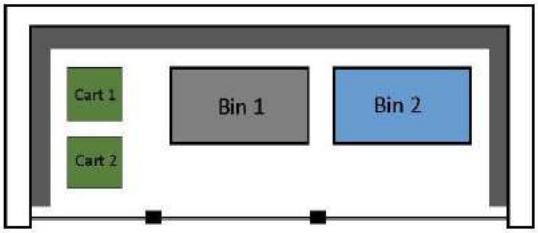
• Enclosures shall be constructed of masonry block or concrete tilt-ups and a horizontal or sloped non-combustible material solid roof, designed to screen the bins.

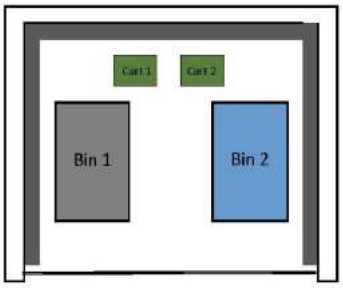
• Enclosures shall be appropriately located and screened from view on at least 3 sides by a wall at least 6 feet in height, and

Enclosure Example for 3 bins: 4 cubic yard trash, 4 cubic yard recycle and 3 cubic yard organics

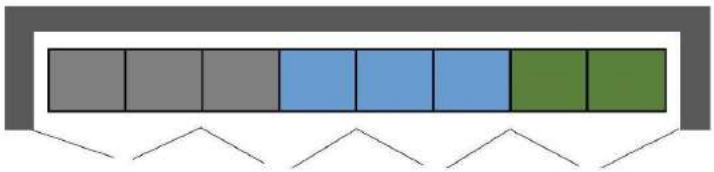


Enclosure Examples for 2 bins and 2 carts





Enclosures Examples for Carts



on the 4th side by gates not less than 5 feet in height made of a solid non-combustible material with latches and bolts.

- The gates should be maintained in good working order and should remain closed except when in use. The enclosure opening, including gates and hinges, must provide a minimum opening of 9 feet to allow containers to be moved in and out of the enclosure.

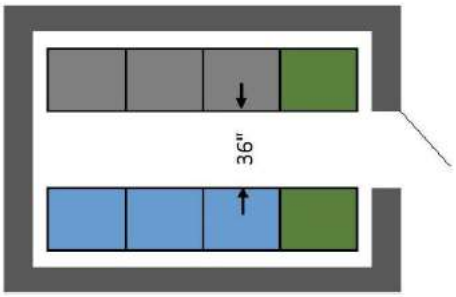
- The floor of the enclosure shall be a ~~Provide a 4 inch~~ Portland~~.~~ Cement~~.~~ Concrete~~.~~ (PCC) pad, flush with adjacent driveway.

- Provide a minimum10-foot by 10-foot PCC pad outside the entrance to the enclosure that is capable of withstanding the impact of bins being set down, and a 20-ton stationary load, as needed.

- Provide a 6-inch-wide~~,~~ by 8-inch-high concrete curb at the base of interior walls for the protection of walls from trash containers and bins.

- If multiple containers are to be stored in any one trash enclosure, space must be provided to allow access to each of the bins or carts. Access aisles between containers must be a minimum of 30-inches wide.

- The roof shall extend sufficiently outward in all directions so that wind-blown rain will not enter the interior of the storage area. A minimum of 8 feet of vertical clearance within the



storage area shall be provided to allow the container lids to be fully opened and closed inside the trash enclosure. If fire sprinklers or drop lighting are installed within the enclosure, the minimum vertical clearance of 8 feet will be measured from the lowest point of the sprinkler heads, lighting, or any other fixture.

- Enclosures for compactors located outside the building shall be constructed of masonry block, designed to screen the bins, hydraulic lines, and accessory components, and to be architecturally compatible with other buildings on the site.

- Structural details shall be approved by the Building Division.

- For containers exceeding 4 cubic yards, the following design features shall be followed:

  - A minimum of a 15-foot vertical clearance is required within the enclosure so the collection vehicle can reach the bin.

  - Door openings shall be a minimum of 10 feet in width to allow for direct pickup by the collection vehicle.

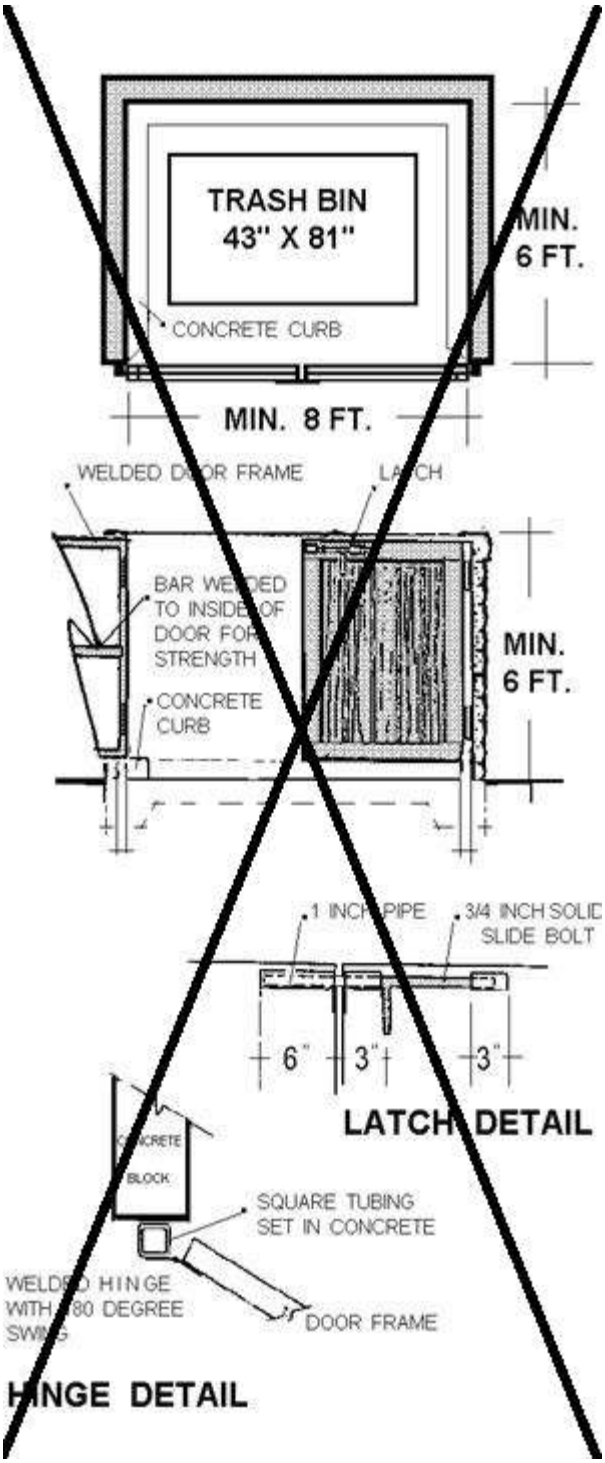
  - The entrance gate should be capable of being latched open so that an 8-footwide truck can access the enclosure.

	○ Provide for direct access by the collection vehicle. At a minimum, a lane, 10 feet wide by 30 feet in length, directly in front of the enclosure.
	Design / Finish: • Block walls shall be of a decorative finish and color treated to be compatible with ~~adjacent~~ the primary structures or walls located on the property. • ~~Decorative beams or other appropriate screening material shall be provided across the open top to screen trash area from view from 2nd and 3rd stories.~~ Roofs shall be of a non-combustible decorative material and color to complement the design of the primary structure. • Architectural features and design shall be approved by the Planning Division.
	Note: • Deviations from these standards may be considered at the discretion of the Director of Community and Economic Development.

~~Illustration 19.524.010 (B)~~

~~Trash Enclosure Requirements for 3 cubic yard bin~~

~~Alternate B~~



~~Access / Location Requirements:~~

- ~~Locate trash area(s) with convenient accessibility for both deposit and pick-up.~~
- ~~Location(s) shall be approved by the Planning Division.~~
- ~~Locate enclosure(s) 4 foot back from adjacent driveways and parking stalls to preclude gates from swinging out into vehicles.~~

~~Construction Requirements:~~

- ~~Provide 6 inch reinforced block wall construction.~~
- ~~Provide a 4 inch P.C.C. pad, flush with adjacent driveway.~~
- ~~Structural details shall be approved by the Building Division.~~
- ~~Provide a 6 inch wide, 8 inch high concrete curb at base of interior walls for protection of walls from trash bin.~~
- ~~Construct door frames from welded 2 inch square metal tubing or 2.5 inch angle iron.~~
- ~~Heavy-duty hinges with a 180 degree swing shall be welded to door frames and to 2.5 inch square metal tube posts of a minimum 1/4 inch thickness set in concrete footings.~~

~~Design / Finish:~~

- ~~Block walls shall be of decorative finish compatible with adjacent structures or walls.~~
- ~~Material covering door frames shall be durable and compatible with adjacent~~

	~~buildings. (chainlink and grapestake are not permitted)~~
	~~**Note:**~~ ~~• Deviations from these standards may be considered at the discretion of the Director.~~

SECTION 4. Environmental Review. The proposed zone text amendments are exempt from CEQA pursuant to CEQA Guidelines Section 15061 (b)(3), which provides that a project is exempt as CEQA only applies to projects which have the potential for causing a significant effect on the environment and does not apply where it can be seen with certainty that there is no possibility of a significant effect. In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303(e). Section 15303 specifically lists the construction of appurtenant accessory structures and fences as examples of activity that expressly falls within this exemption. The proposed amendment regulates the construction of existing and proposed trash storage facilities, which are, by definition, structures that are accessory to a primary structure on the lot and which are limited in size.

SECTION 5. Severability. The City Council declares that, should any provision, section; paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 6. Effectiveness. This Ordinance shall take effect 30 days after the final passage by City Council.

SECTION 7. Certification. The City Clerk of the City of Buena Park shall certify to the passage of the Ordinance and shall cause the same to be posted in the manner required by law.

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the ____ day of _____2023.

_____
City Clerk

City of Buena Park

City Council Regular Meeting Agenda Report

APPROVE AN AGREEMENT FOR EMERGENCY AMBULANCE RESPONSE, TRANSPORTATION, PATIENT BILLING, AND RELATED SERVICES WITH EMERGENCY AMBULANCE SERVICE, INC.

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	PUBLIC HEARING Item: B

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

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Hold a public hearing pursuant to Section 8.44.050 of the Buena Park Municipal Code; 2) Make certain findings and approve a two-year agreement with Emergency Ambulance Service, Inc. (Emergency) for emergency ambulance transportation, patient billing, and related services; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 4) Authorize the City Manager and City Clerk to execute the agreement.

DISCUSSION

The City of Buena Park is a political subdivision of the State of California with the authority to designate emergency ambulance service providers through a competitive procurement process. In 1999, the City of Buena Park issued an RFP for emergency transportation services and selected CARE Ambulance as the most qualified vendor for these services. Since that time, the City has renewed its agreement with CARE Ambulance several times.

In May 2021, the City issued a formal Request for Proposals (RFP) for Emergency Ambulance and Medical Billing Services. The Notice to Proposers was sent to all of the licensed Orange County ambulance providers. The RFP opportunity was also posted on the City's bid portal (PlanetBids), published in the Buena Park/Anaheim Independent, and posted in the designated places for public posting. Four licensed Orange County ambulance providers showed interest in the RFP by downloading the RFP from the PlanetBids site; however, two providers submitted responses to the City Clerk's Office. The two responses/proposals received were from Emergency Ambulance Service, Inc. (Emergency) and Falck Mobile Health Corp. (Falck).

Both proposers gave presentations to the Evaluation Committee and the Committee presented a unanimous recommendation for award. Based on receiving the highest overall scoring in accordance with the evaluation criteria set forth in the RFP, the Committee recommended and the City Council ultimately approved Falck Mobile Health Corp. to be awarded the agreement for emergency services.

On September 14, 2021, the City and Falck entered into an emergency ambulance agreement. Since that time, Falck’s performance has been inconsistent with cited causes including reported staffing shortages, increased service demands, and

operational changes in the region. This has resulted in the City imposing response time penalties for failure to meet contractual standards.

To ensure the City's public health and safety of the Buena Park residents and visitors, and to consistently meet the demands for emergency ambulance services, the City contracted with AP Triton, Inc. to review the existing agreement and make recommendations to the City to maintain / increase service standards.

AP Triton identified the following recommendations:

- Enhanced Ambulance services to the City of Buena Park.
- Three (3) Ambulance units posted within the City (72-unit hours per day) (currently the City uses two (2) ambulance units).
- Response Time Standards (95%) apply to Code 2 and Code 3.
- Stronger response time penalties ($5,000 per month).
- Provider bills for ALS transport and First Responder Fee on behalf of the City.
- Increase City reimbursement rates for costs incurred.
- City pays a reasonable fee for services provided by contractor.
- Improved Reporting Requirements (monthly)
- Contract length: 2 years, with possible two-year extensions.

With these recommendations from AP Triton, and the recent service history of the City's current provider, staff recommends transitioning to Emergency Ambulance Service, Inc. (Emergency) effective April 2024. Emergency has expressed the commitment and ability to serve the City's ambulance needs, and maintains the appropriate amount of staff necessary to meet the proposed goals, specifically enhancing the City's ambulance service. This proposed contract will provide one additional ambulance than currently provided while ensuring staff are able to respond to advanced life support incidents with less than 10-minute response times.

The process for awarding ambulance services contracts is governed by Chapter 8.44 of the Buena Park Municipal Code and related provisions of state law. This process requires that the City's selection be on a competitive basis and following a public hearing at which the City Council reviews competing proposals and considers: (1) The quality of service proposed to be provided; (2) The level of service proposed to be provided; (3) The cost, if any, to the City; (4) The rates proposed to be charged for services to be provided; (5) Past performance history of prospective ambulance service operators based upon references and recommendations by the public and/or other public agencies; and, (6) Any prior suspensions or revocations of any licenses or permits necessary to operate an ambulance service.

As noted above, the City completed a competitive solicitation process in 2021 and Emergency was one of two service providers that responded. Emergency has a track record of providing quality services in the area with positive references, the agreement is no cost to the City, the rates proposed are reasonable, and there is no record of past suspensions or revocations of their license to provide services.

This agreement has been reviewed by the City Attorney. If the agreement with Emergency is approved by the City Council, staff would proceed with winding down the contract and services with Falck. It is expected that Emergency would commence providing services in the spring of 2024.

PUBLIC HEARING NOTICE

Notice of this hearing was published with the agenda in the manner specified by law.

BUDGET IMPACT

There is no budget impact for this item. This is a fee-for-service contract paid directly by Buena Park residents to the service provider upon use of ambulatory services. First responder fees are collected by Emergency on behalf of the City. Ambulance service fees are determined and regulated by the County of Orange.

Attachments

Emergency Ambulance Services Contract 2024-26.pdf

RFP No. CM 21-01 - Ambulance Services.BP.Final Exhibit A.pdf

Emergency Ambulance Service - Buena Park Proposal - 6-30-21-2 Exhibit B.pdf

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

This Professional Services Agreement ("Agreement") is dated November 14, 2023, and is between Emergency Ambulance Service, Inc (the "CONTRACTOR") and the CITYOF BUENA PARK, a municipal corporation (the "CITY"). The CONTRACTOR and the CITY aresometimes referred to herein jointly as the "Parties" and individually as a "Party".

R E C I T A L S

A. The CITY desires to enter into this Agreement with the CONTRACTOR as an independent contractor to provide ambulance operator services as more fully described herein and in the CITY's Request for Proposal No. CM 21-01, "Emergency Ambulance and Patient Billing Services" ("RFP CM 21-01"), and in CONTRACTOR's Proposal dated June 30, 2021, in response to RFM CM 21-01 ("Proposal"), both incorporated herein by this reference (collectively, the "Services").

B. The CONTRACTOR is fully qualified to perform the Services by virtue of its experience and the training, education and expertise of its principals and employees contemplated within California Government Code section 37103, and CONTRACTOR holds all necessary licenses to practice and perform said Services.

C. CITY and CONTRACTOR desire to enter into this contract to set forth their rights, duties and liabilities in connection with the Services to be performed.

NOW THEREFORE, the Parties therefore agree as follows:

1. EMPLOYMENT OF CONTRACTOR. The CITY shall engage the CONTRACTOR to perform and the CONTRACTOR shall perform the Services on the terms and conditions set forth in this Agreement.

2. SCOPE OF SERVICES. During the term of this Agreement, the CONTRACTOR shall perform to the CITY's reasonable satisfaction those services set forth in the revised Emergency Ambulance and Patient Billing Services Scope of Work (SOW) attached hereto as Exhibit "1", RFP CM 21-01 attachedhereto as Exhibit "A," and those services set forth in CONSULTANT's Proposal attached hereto as Exhibit "B" (collectively, the "Services") in accordance with the requirements set forth in all exhibits attached hereto and in accordance with all applicable local, state, and federal laws, rules,regulations, policies and procedures. The CITY may, from time to time, request changes in the scope of Services to be performed by CONSULTANT under this Agreement. Such changes shallbe in the form of a written amendment to this Agreement signed by both Parties and shall includeany additional compensation agreed to by the Parties.

3. TIME OF PERFORMANCE. The CONTRACTOR shall commence performance of the Services immediately upon receipt of a written notice to proceed from the City's Designated

Official (or designated Project Manager) authorizing CONTRACTOR to proceed, and only to the extent of such authorization, and shall thereafter at all times perform the Services with reasonable diligence consistent with professional skill and care for like professionals under similar circumstances.

4. TERM. The term of this Agreement shall commence on April 1, 2024, and shall remain in full force and effect until April 1, 2026, unless sooner terminated as provided in Section 19 of this Agreement. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

5. CONSIDERATION; GROUND AMBULANCE RATES / REIMBURSEMENT.

A. **Consideration to Contractor.** Except as expressly provided elsewhere herein or otherwise agreed to by the Parties in writing, the sole and complete consideration to bepaid to CONTRACTOR in exchange for its provision of the Services shall be the BLS Service Feesto be paid by patients and the Billing Service Fee to be paid by CITY.

B. **Rates for Emergency Ambulance Service.** As full and complete compensation for CONTRACTOR'S provision of Basic Life Support ("BLS") Services under this Agreement, CONTRACTOR may charge consumers at rates (and in the amounts) not more than the BLS Service rates established by amended Orange County Board of Supervisors Resolution No. 22-163.

Advanced Life Support (ALS) Service Rates. CONTRACTOR acknowledges that OCFA presently provides paramedic Advance Life Support ("ALS") services within the City of Buena Park, and that the City does not receive 100% reimbursement for such ALS services. CONTRACTOR shall bill and attempt to collect on the CITY's behalf the sum of at least FOUR HUNDRED AND THIRTY THREE DOLLARS AND EIGHTY THREE CENTS ($433.83) for each ALS call for service to reimburse the City's out-of-pocket expenses for such ALS services ("ALS Fee"), and if collected CONTRACTOR shall remit and pay to the CITY the amount collected as directed below. The amount of the ALS Fee in this section may be increased from time to time by action of the City Council and County Board of Supervisors. CONTRACTOR agrees to identify, code, bill and collect all fees on behalf of CITY for Advanced Life Support (ALS) services rendered by CITY. CITY agrees to provide to CONTRACTOR a copy of the patient's completed electronic Patient Care Record (ePCR). The services covered by the Agreement shall include situations where a patient is transported in a Basic Life Support (BLS) ambulance of CONTRACTOR and the ambulance crew is supplemented by a CITY paramedic. CONTRACTOR shall bill patients or their insurance service for ALS service. Upon receipt of payment by the patient or any third-party payors including the Quality Assurance Fee (QAF) payments, CONTRACTOR shall pay City the difference between what would have been paid for ALS transport versus what would have been paid for BLS transport. City is only entitled to be reimbursed for use of its paramedic when a paramedic is actually provided, and a paramedic is medically necessary due to the condition of the patient. If after payment is made by CONTRACTOR to CITY, an overpayment is assessed against the CONTRACTOR by any third-party claiming ALS was not medically necessary, CITY shall refund to CONTRACTOR the amount of such overpayment on a case by case basis. If the State changes the QAF reimbursement rate for ALS vs BLS transports, both parties agree to meet and determine the ALS reimbursement rate for the City.

C. **First Responder Fee**. CONTRACTOR acknowledges that the CITY's First Responder Fee is THREE HUNDRED DOLLARS ($300) and is charged to all persons within the City of Buena Park that call 911 for emergency medical service ("First Responder Fee"). CONTRACTOR shall bill and collect the First Responder Fee from all applicable persons, and

upon collection CONTRACTOR shall remit and pay to the CITY the amount collected as directed below. Notwithstanding the foregoing, the First Responder Fee is not paid by those residents and businesses that subscribe to the CITY's subscription program which is paid via the water bill. The amount of the First Responding Fee may be increased from time to time by action of the City Council.

D. **Medical Supply Reimbursement Fee**: CONTRACTOR shall pay or reimburse OCFA on a quarterly basis an amount equal to EIGHTEEN DOLLARS AND FIFTEEN CENTS ($18.15) for each patient transported by ambulance (BLS or ALS, resident or non-resident) for expendable medical supplies; regardless of whether all or any portion of this sum is actually collected from the patient, even if such amount is zero (0). The amount of the expendable medical supplies fee may be increased from time to time by action of the Board of Supervisors.

6. BILLING SERVICES FEE. In consideration of CONSULTANT's provision of the fee collection and billing services described herein on behalf of the CITY, the CONTRACTOR shall receive an administrative fee equal to four percent (4%) of the ALS Service Fees and First Responder Fees actually collected by CONSULTANT on behalf the CITY in accordance with this Agreement ("Billing Service Fee").

A. **Fee Reporting**. The CONTRACTOR shall pay or remit to CITY the proceeds of the ALS Fees and First Responders Fees collected by the CONTRACTOR on behalf of the CITY on a monthly basis, together with a report that includes, without limitation, at least the following information in the form directed by CITY: incident volume, transport vs non-transport, BLS vs ALS, gross billing, payer mix, collections by payer type, aged report by payer type, and totals for the month and year to date.

B. **Additional Services.** The CONTRACTOR shall not receive compensation for any services provided outside the scope of Services specified in this Agreement unless the CITY's Project Manager for this Agreement, prior to CONTRACTOR performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

C. **Records and Audits**. Records of the CONTRACTOR's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to the CITY or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

7. AMBULANCE SERVICES AND PERSONNEL.

A. The CONTRACTOR will be responsible for all BLS Ground Ambulance needs within the CITY Boundaries. At a minimum, each and every day during the term of this Agreement, and 24 hours per day, the CONTRACTOR shall provide and station within the City's jurisdictional boundaries three (3) dedicated BLS ambulance staffed with two (2) EMTs.

B. **Contractor's Personnel.**

i. **Selection**. The CONTRACTOR shall take all necessary steps, and make reasonable efforts, to ensure that the Emergency Medical Technician(s) ("EMTs") on the Units are well qualified, sufficiently experienced, proven reliable and responsible, and who possess the interpersonal characteristics and skills necessary for them tofunction effectively as part of the Orange County Fire Authority ("OCFA") team.

ii. **Credentials Tracking & Renewal**. The CONTRACTOR shall be responsible for ensuring that all EMT credentials—including, but not limited to, state EMT certification and OCEMSA accreditation—are renewed in a timely manner. EMTs with expired/lapsed credentials will be deemed a major breach and grounds for immediate contract termination.

iii. **Cognitive & Psychomotor Proficiency**. The CONTRACTOR shall have an education and training system that will be used to ensure that all EMTs employed by the CONTRACTOR maintain proficiency in all relevant BLS-level clinical skills and knowledge, including applicable Orange County Emergency Medical Services Agency ("OCEMSA") protocols.

C. **Contractor's General Employment Policies**.

i. **Employee Wellness & Personnel Assistance Resources**. The CONTRACTOR shall maintain Employee Wellness & Personnel Assistance programs and/or resources.

ii. **Criminal Background Check**. The CONTRACTOR shall comply with state EMS Authority and OCEMSA criminal history check requirements for all its employees who work in Orange County as EMTs. The CONTRACTOR shall contact all references given on applications, including but not limited to, any former EMS employers.

iii. **Physical Fitness Testing & Training.** The CONTRACTOR shall maintain physical fitness testing or training as part of the initial hiring process and/or ongoing health maintenance program. The CONTRACTOR shall allow employees to participate in OCFA EMS training and skill review when invited to do so.

iv. **Pilot Programs/Research Projects**. The CONTRACTOR shall participate in all OCEMSA-approved pilot programs or research projects as requested by the CITY and OCFA. The CONTRACTOR agrees that their participation shall entail no additional cost to the CITY. The CONTRACTOR further agrees that services provided under the pilot programs or research projects shall be in addition to the other services described herein.

v. **Medical Examination / Health Screening.** The CONTRACTOR shall maintain a medical examination and health screening process used for pre-employment and/or ongoing screening.

vi. **OCEMSA and OCFA Protocols.** The CONTRACTOR shall maintain a process used to ensure that all ambulance personnel are sufficiently knowledgeable and proficient in all relevant OCEMSA and OCFA protocols (i.e., official rules, policies, procedures, standing orders, guidelines, etc.) as well as the CONTRACTOR's internal protocols. The CONTRACTOR, including any individual ambulance operator, shall immediately bring to the attention of the CITY any protocol that appears to conflict with other protocols in order to reconcile the inconsistency,

contradiction, and/or ambiguity.

vii. **Driver History.** The CONTRACTOR shall require all ambulance driver candidates in its employ to submit a current California Department of Motor Vehicles Driving Record Report as requested by the CITY. The CONTRACTOR shall utilize the California Department of Motor Vehicles Pull Notice Program for all ambulance personnel in its employ.

viii. **Driver Training Program**. The CONTRACTOR shall require all ambulance personnel in its employ to successfully complete an approved emergency ambulance driver-training program to ensure that ambulances are operated in a legal and safe manner. The driver-training program should be designed to verify driving proficiency upon hire and at reasonably spaced periodic intervals. The driver program shall meet or exceed industry standards. The CONTRACTOR shall ensure that its vehicles are at all times operated in a safe manner.

ix. **Vehicle & Equipment Familiarity.** The CONTRACTOR shall ensure that all EMTs who staff any ambulance are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies. This includes all aspects regarding the use of the Orange County EMS mandated radios.

x. **Personnel Issues**. OCFA personnel and the CONTRACTOR's representative shall work together to resolve any issues involving the CONTRACTOR's personnel.

xi. **Automobile Accidents**. If CONTRACTOR's employees are involved in an automobile accident while providing services hereunder, the CONTRACTOR and the CITY shall conduct separate investigations in accordance with their respective internal policies and procedures. The CITY and the CONTRACTOR shall combine the results of their investigations into a final report regarding such accident.

xii. **Uniforms & Personal Protective Equipment**. The CONTRACTOR shall ensure that all uniforms and personal protective equipment comply with the requirements set forth in the Services.

xiii. **EMT Appearance & Behavior**. The CONTRACTOR shall ensure that EMT appearance and behavior comply with the requirements set forth in in the Services.

xiv. **Facilities**. The CONTRACTOR shall ensure that all facilities comply with the requirements set forth in in the Services.

xv. **Vehicles, Medical Equipment, Supplies & Inventory**. The CONTRACTOR shall ensure that all vehicles, medical equipment, supplies, and inventory comply with the requirements set forth in the Services.

xvi. **Vehicle Maintenance and Replacement**. The CONTRACTOR shall ensure that all vehicle maintenance and replacement procedures comply with the requirements set forth in the Services.

xvii. **Surge Plan**. The CONTRACTOR shall ensure that a surge plan is set in place as required in the Services.

D. **Operations**.

i. **Dispatch.** The CONTRACTOR shall maintain a fully functioning dispatch center. This dispatch center must be staffed 24 hours a day by qualified personnel. This center must be an Automatic Vehicle Location (AVL) system to track ambulances, a true Computer Aided Dispatch (CAD) to CAD program to record the actions of the ambulances, and communication system that is fully functional within the CITY boundaries. The dispatch center shall have an Orange County Countywide Coordinated Communication System (CCCS) compatible 800 MHz radio capable of communicating on all primary and tactical channels utilized by the OCFA.

ii. **Incident Command & Patient Authority.** Responsibility for patient care and authority to make assessment, treatment, and/or transport decisions vests with OCFA personnel (Paramedics particularly, if on scene). EMTs will work under the direction of the OCFA Captain/Incident Commander and/or Paramedics in charge of the patient and/or incident. EMT's actions should be in support of, and consistent with, OCFA efforts, and EMTs should respond to the directions of OCFA personnel in a positive and affirmative manner.

iii. **Time Standards.** The following time standards must be met at a compliance rate of at least 95% per month. Monetary penalties may be applied for non-compliance with time standards. The CONTRACTOR may be fined $5,000 for each month not meeting this standard. Time standards will be measured from the time the CONTRACTOR's dispatch center is notified of the call until the Ambulance arrives on scene. Only times recordedby the OCFA will be considered in these determinations. The CONTRACTOR may request an exemption for individual incidents with unusual circumstances that were out of the control of the CONTRACTOR. The city shall, at their sole discretion, determine if the exemption will be allowed. CONTRACTOR shall comply with the following time standards:

- Code 2 within 15 minutes or less at 95%
- Code 3 within 10 minutes or less at 95%

8. MAINTENANCE & REPAIR. The CONTRACTOR shall be responsible and bear all costs for all routine preventive maintenance and repairs of ambulances. The CONTRACTOR shall adhere to its maintenance and maintenance records plan during the contract period. Disruption in service due to CONTRACTOR's non-compliance with the maintenance plan will be considered a major breach and grounds for immediate contract termination.

9. DATA COLLECTION & REPORTING. The CONTRACTOR shall track all relevant data from all ambulance responses initiated by OCFA. The CONTRACTOR shall prepare and submit a report (electronic/e-mail preferred) to the CITY on a monthly basis. Each monthly report shall include, but not necessarily be limited to, the following:

A. **Individual Incident Data** (for each incident in a given month) – Date, OCFA Incident Number, Ambulance Unit Number (indicate if another ambulance company was used), Alarm Time, En-route Time, On Scene Time, Scene Departure Time, At Hospital Time, Available Time, Alarm to En route Interval Time, En route to On Scene Interval Time.

B. **Monthly Incident Totals Data** (includes all incidents during a month) – Dispatches, Responses Upgraded to Code 3, Responses Cancelled En route, Ambulance Crew First At Patient (prior to OCFA arrival), Dry Runs (arrived on scene but no transport), Resident BLS Transports, Resident ALS Transports, Non-Resident BLS Transports, Non-Resident ALS Transports, Responses Meeting Alarm to En route Interval Time Standard, Responses Exceeding Alarm to En route Interval Time Standard, Responses Meeting En route to On Scene Interval Time Standard, Responses Exceeding En route to On Scene Interval TimeStandard. Requests for response time exemptions.

10. INTER-AGENCY COMMUNICATIONS. The CONTRACTOR shall designate one person as its official liaison to the CITY who will serve as the primary contract and interface, and whose office shall be in Orange County, as close to the CITY as practical.

11. FILED SUPERVISOR. The CONTRACTOR shall ensure that, 24 hours a day, there is a designated Field Supervisor stationed within the CITY or at another location within Orange County as close to the CITY as practical, who is immediately available by mobile phone and/or 800 MHz radio to fire personnel. The Field Supervisor shall be able to arrive at any incident within 20 minutes of being requested by the CITY. All Field Supervisors must be qualified and capable of implementing and operating within the Incident Command System including the County Disaster Medical Response (DMR) plan as well as all other OCEMSA protocols.

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

13. CONTRACTOR’S WARRANTY. The CONTRACTOR warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers’ compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

14. INDEPENDENT CONTRACTOR. The CONTRACTOR is retained by the CITY only to the extent set forth in this Agreement, and the CONTRACTOR's relationship to the CITY is that of an independent contractor. The CONTRACTOR shall be free to dispose of all portions of the CONTRACTOR's time and activities that the CONTRACTOR is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONTRACTOR 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 CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall pay all required taxes on amounts paid to the CONTRACTOR 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 CONTRACTOR shall fully comply with applicable workers' compensation laws regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR shall indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 15.

15. NON-DISCRIMINATION. In performing this Agreement, the CONTRACTOR shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the California Government Code.

16. EXCLUSIVITY EXCEPTION. The CONTRACTOR will be the exclusive provider of all surge/backup emergency ambulance services for the CITY except in exigent and extenuating circumstances when, in the sole discretion of OCFA personnel, it is in the patient's best interest to be transported by alternative means, which may include but is not limited to, another ambulance company, air ambulance, and/or rescue boat.

17. INDEMNIFICATION.

A. To the fullest extent permitted by law, the CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the CITY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 17) 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 consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of the CONTRACTOR, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that the CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. The CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

B. **Other Indemnities**. Other than in the performance of professional services, and to the fullest extent permitted by law, the CONTRACTOR 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 consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

C. The obligations of the CONTRACTOR 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 CONTRACTOR expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. The CONTRACTOR's indemnity obligation set forth in this Section 17 shall not be limited by the limits of any policies of insurance required or provided by the CONTRACTOR pursuant to this Agreement.

D. The CONTRACTOR's covenant under this Section 17 shall survive the expiration or termination of this Agreement.

18. INDEMNITY FOR COVID-19. As between the CONTRACTOR and the CITY, the CONTRACTOR expressly assumes any and all risks associated with providing these contract services in context of the COVID-19 pandemic, and the CONTRACTOR'S indemnification obligations hereunder expressly include any and all claims 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 COVID-19 and the CONTRACTOR'S services under this Agreement. The CONTRACTOR's covenant under this Section 18 shall survive the expiration or termination of this Agreement.

19. TERMINATION OF AGREEMENT. Either party may terminate this Agreement, without cause, at anytime during the term of the Agreement upon providing the other party not less than 180 calendar days prior written notice. The CITY may terminate this Agreement upon thirty (30) calendar days written notice if CONTRACTOR fails to perform any of the terms of this Agreement. If the Agreement is terminated by the CITY, and provided CONTRACTOR is not then in breach, the CONTRACTOR shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the CONTRACTOR 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. Notwithstanding any contrary term or provision of this Agreement, the CITY may terminate this Agreement upon six (6) months advance notice to CONTRACTOR in the event the CITY, in its discretion, decides to provide the Services through the use of CITY employees or through the employees of another local government agency.

20. 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 CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the Services. The CONTRACTOR shall maintain the work sites free of hazards to persons and property resulting from its operations. The CONTRACTOR shall immediately report to the CITY any hazardous condition noted by the CONTRACTOR.

21. MANDATORY INSURANCE. The CONTRACTOR shall maintain the following insurance coverage throughout the term of this Agreement, and, upon the CITY's request, the CONTRACTOR 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 **Attachment "A"** ("Insurance Requirements for Ambulance Services").

A. **Verification of Coverage.** The CONTRACTOR shall furnish the CITY with evidence of the insurance required by this Section 21, 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 onsuch other forms approved by the CITY in writing and amended to conform to the CITY's

requirements. The CONTRACTOR shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall provide complete copies of policies to the CITY upon request.

B. **Subcontractors.** The CONTRACTOR 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 Project by the CONTRACTOR to carry the same insurance as required in this Section 21. The CONTRACTOR shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 21. The CONTRACTOR shall require that no contract used by any subcontractor, or contract the CONTRACTOR 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 CONTRACTOR shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONTRACTOR contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 21. 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.

22. WORK PRODUCT.

A. **Deliverables.** The CONTRACTOR 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 CONTRACTOR shall, upon request by the CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to the CONTRACTOR by the CITY.

B. **Ownership.**

i. 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 CONTRACTOR 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 CONTRACTOR shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

ii. The CONTRACTOR 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 but excepting patient medical records completed by CONTRACTOR'S EMT'S.

iii. The CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR, 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 CONTRACTOR's covenants under this Section 23(C) shall survive the expiration or termination of this Agreement.

23. CONFIDENTIALITY. Except as otherwise required by law, the CONTRACTOR shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Project assigned to the CONTRACTOR by the CITY or other information to which the CONTRACTOR has had access during the term of this Agreement without the Designated Official's prior written approval. The CONTRACTOR's covenant under this Section 23 shall survive the expiration or termination of this Agreement.

24. RECORDS. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

25. DELEGATION AND ASSIGNMENT. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of the CITY. The CONTRACTOR may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at the CONTRACTOR's sole cost and expense. The CITY's consent to an assignment of rights under this Agreement shall not release the CONTRACTOR from any of its obligations or alter anyof its obligations to be performed under this Agreement. Any attempt at assignment or delegationby the CONTRACTOR in violation of this Section 25 shall be void and of no effect and shall entitlethe CITY to immediately terminate this Agreement for cause. The CONTRACTOR's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONTRACTOR shall not assign another to supervise the CONTRACTOR's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 25, "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 CONTRACTOR shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

26. MISCELLANEOUS TERMS.

A. **Nuisance.** The CONTRACTOR shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

B. **Permits and Licenses.** The CONTRACTOR, 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.

C. **Conflicts of Interest.** The CONTRACTOR 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 CONTRACTOR may perform similar services for other clients, but the CONTRACTOR and its officers, employees, associates and subcontractors shall not, without the City Manager's prior written approval , perform work for another person or entity for whom the CONTRACTOR is not currently performing work that would require the CONTRACTOR, or one of its officers, employees, associates or subcontractors, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

D. **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.

E. **Accomplishment of Project.** The CONTRACTOR 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.

F. **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.

G. **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.

H. **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 CONTRACTOR’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.

I. **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.

J. **When Rights and Remedies Not Waived.** In no event shall the making by the CITY of any payment to the CONTRACTOR 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 CONTRACTOR, 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.

K. **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.

L. **Compliance with Laws.** In the performance of the work required by this Agreement, the CONTRACTOR 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.

M. **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.

N. **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.

O. **Integrated Agreement and Modification of Agreement.** This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete, and exclusive statement of the terms of the agreement between the CITY and the CONTRACTOR 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.

P. **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.

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

1. This Agreement
2. RFP CM 21-01 including Statement of Work and subsequent addenda
3. CONTRACTOR'S Proposal in Response to RFP CM 21-01
4. All other attachments and exhibits

28. TIME IS OF THE ESSENCE. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

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

CITY OF BUENA PARK
a California municipal corporation

_____
Signature
Name: Aaron France
Title: City Manager

CONTRACTOR
Emergency Ambulance Service, Inc

_____
Signature
Name: _____
Title: _____

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

APPROVED AS TO FORM:

_____
Christopher G. Cardinale, City Attorney

Attachment A
CITY OF BUENA PARK
INSURANCE REQUIREMENTS
FOR AMBULANCE SERVICES

INSURANCE REQUIREMENTS

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement, or endorse the policies to do so.

Without limiting the indemnity provisions of the Agreement, the Contractor shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

1.0 MINIMUM SCOPE OF INSURANCE

(a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage and bodily injury with limits no less than $5,000,000 per occurrence and $10,000,000 aggregate.

(b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than $5,000,000 each accident for bodily injury and property damage.

(c) **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury or disease.

(d) **Professional Liability**, which shall include ambulance medical malpractice coverage, with limit of not less than $5,000,000 each claim and $10,000,000 aggregate. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(e) **Sexual Misconduct Liability Insurance** with limit no less than $3,000,000 per occurrence.

1.1 Endorsements

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

(a) Commercial General Liability

(1) **Additional Insured:** The CITY and its officers, employees, agents, independent contractors serving in the role of city officials and designated volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

Additional Insured Endorsements shall not:

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

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 20 10 and CG 20 37.

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

(b) Auto Liability

(1) **Additional Insured:** The CITY and its officers, employees, agents, independent contractors serving in the role of city officials and designated volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

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

(c) Workers’ Compensation

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

1.2 Insurance Obligations of Contractor

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

1.3 Notice of Cancellation

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

1.4 Waiver of Subrogation

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

1.5 Evidence of Insurance

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

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

1.6 Deductible or Self-Insured Retention

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

1.7 Contractual Liability

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement.

1.8 Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Agreement.
In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

1.9 Acceptability of Insurers

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

1.9 Claims Made Policies

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

2.0 Insurance for Subcontractor

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as

an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor’s policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

EXHIBIT 1

EMERGENCY AMBULANCE AND PATIENT BILLING SERVICES

SCOPE OF WORK (SOW)

(Revised 2023)

Scope of Work Overview

The City is soliciting proposals from qualified organizations to contract for the provision of BLS Emergency Ambulance Transportation Services and associated medical billing, for the City of Buena Park. All ambulance services described in this RFP document and Scope of Work refer only to BLS *ground* ambulance services. Medical billing requirements apply to ALS, BLS and disposable medical supplies pass through.

Terminology – The terminology and definitions listed below are for use in this Scope of Work section exclusively and, therefore, may have different meaning than used for defined elsewhere.

ALS – Advanced Life Support. Paramedics are authorized to provide this higher level of care.

AMBULANCE – An apparatus owned by the Contractor that is legally and physically capable of transporting patients with medical emergencies.

BLS – Basic Life Support. Both EMTs and Paramedics can provide this level of care.

CITY – The municipal government agency that serves the citizens of Buena Park

CONTRACTOR – The organization that is selected and awarded a contract to provide the services (Scope of Work) described in this RFP document. Used interchangeably and synonymously with “Proposer” depending on the context.

EMS – Emergency Medical Services. Usually refers to the prehospital environment.

EMT – Emergency Medical Technician. State-certified to provide BLS level care. For purposes of this RFP this term will account for all personnel assigned to an ambulance by the Proposer.

OCFA – Orange County Fire Authority

OCEMSA – Orange County Emergency Medical Services Agency

PARAMEDIC – Mobile Intensive Care Paramedic. State licensed to provide BLS *and* ALS level care.

PROPOSER – An organization that submits a proposal and competes in the RFP process. Used interchangeably and synonymously with “Contractor” depending on the context.

PROPOSAL – The official response to this RFP by an organization that is competing in the RFP process that usually refers to a Proposer’s formal written responses, but may also refer more broadly to all statements, materials, and actions by a Proposer as part of the official RFP process (e.g., Oral Presentation statements, compliance with RFP process procedural requirements, etc.)

RFP – The "City of Buena Park Request for Proposal for Emergency Ambulance Transportation and Patient Billing Services "(i.e., this document).

A. GENERAL REQUIREMENTS

1. Performance Expectations – Contractor shall perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters outlined in the contract, to the complete satisfaction of CITY. All statements made and actions taken by Contractor in execution of contractual obligations shall be done in a prudent, professional, and courteous manner that supports and/or advances the OCEMSA mission of optimizing patient outcome by providing superior quality patient care with proficiency and compassion. Most important, Contractor decision making, and conduct shall always be guided by and reflect only the highest ethical standards, comport with the principles of fairness and equal justice, and demonstrate respect and dignity for all human beings.

2. Contract Performance Costs – Unless otherwise indicated, all expenses necessary to meet RFP/contract requirements and/or perform contractual services and obligations will be paid solely by the Contractor.

3. Contract Performance Standards – During the contract period, Contractor will be responsible for ensuring that all facilities, properties, vehicles, materials and document/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner as determined by the City of Buena Park.

4. Inter-Agency Communications – Contractor shall designate one person as its official liaison to the City who will serve as the primary contact and interface, and whose office shall be in Orange County, as close to Buena Park as practical. In order to foster teamwork and efficiency, it is imperative that there be an outstanding working relationship and excellent communications between agencies and agency liaisons.

5. Field Supervisor – Contractor shall ensure that, 24 hours a day, there is a designated Field Supervisor stationed within Buena Park or at another location within Orange County as close to Buena Park as practical, who is immediately available by mobile phone and/or 800 MHz radio to fire personnel. The Field Supervisor shall be able to arrive at any incident within 20 minutes of being requested by Buena Park. All Field Supervisors must be qualified and capable of implementing and operating within the Incident Command System including the County Disaster Medical Response (DMR) plan as well as all other OCEMSA protocols.

6. Legal Compliance – Contractor shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (federal, state, local), including, but not limited to: 1) California Health & Safety Code, Division 2.5; 2) California Code of Regulations, Title 22, Division 9, Chapter 2; and 3) California Vehicle Code.

7. Protocols Compliance – Contractor shall ensure that ambulance personnel comply with all OCEMS and OCFA protocols (i.e., official rules, policies, procedures, standing orders, guidelines, etc.), as well as Contractor's internal protocols. Contractor, including any individual ambulance operator, shall immediately bring to the attention of City any protocol that appears to conflict with other protocols in order to reconcile the inconsistency, contradiction, and/or ambiguity.

8. OCEMS EPCR Compliance – Contractor shall be capable of accepting the transmission of electronic patient care records via OCEMS' OC-MEDS ePCR application. Contractor shall provide a 24/7 wireless data connection for the transfer of patient care information between field personnel and remote OC- MEDS users.

9. Time Standards – The Agreement issued as a result of this RFP will include a ninety-five percent (95%) compliance to the response time standards specified to all areas of the City and its operational areas. Monetary fines may be applied for failure to perform.

10. Equality of Care – Contractor shall provide all services in the Scope of Work without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. Any violation of this policy will be deemed a major breach and grounds for immediate contract termination.

11. Continuing Education – Contractor shall ensure that relevant and frequent education and training courses are offered to assist field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the Quality Assurance / Continuous Quality Improvement.

12. Training with OCFA – Contractor shall allow personnel to participate in OCFA EMS training and skill review when invited to do so.

13. Pilot Programs / Research Projects – Contractor shall participate in all OCEMS-approved pilot programs or research projects as requested by City and OCFA. Contractor agrees that their participation shall entail no additional cost to the City. Contractor further agrees that services provided under pilot programs or research projects shall be in addition to the other services described herein.

14. Comprehensive & Responsive Proposal – Proposals should fully demonstrate and explain how the Proposer would meet all the requirements and expectations specified in the RFP document, including the Scope of Work and all other attachments and addendums. Although many items in this RFP document will have express language such as "proposals shall include…," Proposers should not assume that just because such similar language is absent regarding other items that they can omit explanations of how they would satisfy the intent of those items.

15. Incorporation by Reference – The Proposal submitted in response to this RFP will be retained and will be incorporated and referenced, and made a part of the final Agreement, except that in the case of any conflicting provisions, the provisions contained in the final Agreement shall prevail.

B AMBULANCE SERVICES

1. General – The Contractor will be responsible for all BLS Ground Ambulance needs within the CITY Boundaries. At a minimum, each and every day during the term of the Agreement, and 24 hours per day, the Contractor will provide and station within the City's jurisdictional boundaries three (3) dedicated BLS ambulance staffed with two (2) EMTs each.

2. Special Events – Buena Park will sometimes utilize Contractor ambulances for non-emergency, non-paid purposes that will normally be scheduled in advance. During these special events, Contractor shall provide a backup ambulance and crew for the duration of the event to cover for then unit involved and allow them to participate without interruption.

3. EMT Eligibility & Selection Criteria – The Proposal shall describe the specific ***criteria*** that will be used to determine who is qualified to become an EMT, and also the specific ***process*** by which qualified EMTs would be selected for assignment on the Primary Unit.

a) Staffing Principles – Contractor shall take all necessary steps, and make all reasonable efforts, to ensure that the EMTs on the Primary Unit and Secondary Unit are well qualified, sufficiently experienced, proven reliable and responsible, and who possess the interpersonal characteristics and skills necessary for them to function effectively as part of the OCFA team.

4. Credentials Tracking & Renewal – The Proposal shall describe the system that will be used to monitor expiration dates of required credentials for all EMTs to prevent lapses in certification, and to facilitate the renewal process. Contractor shall be responsible for ensuring that all EMT credentials—including, but not limited to, state EMT certification and OCEMS accreditation—are renewed in a timely manner. EMTs with expired/lapse credentials will be deemed a major breach and grounds for immediate contract termination.

5. Cognitive & Psychomotor Proficiency – The Proposal shall describe the education and training system that will be used to ensure that all EMTs employed by Contractor maintain proficiency in all relevant BLS-level clinical skills and knowledge, including all applicable OCEMS protocols.

6. General Employment Policies

a) Employee Wellness & Personnel Assistance Resources – The Proposal shall describe in detail the Proposer's Employee Wellness & Personnel Assistance programs and/or resources.

b) Criminal Background Check – Contractor shall comply with state EMS Authority and OCEMS criminal history check requirements for all its employees who work in Orange County as EMTs. Contractor shall contact all references given on applications, including but not limited to, any former EMS employers.

c) Physical Fitness Testing & Training – The Proposal shall describe any physical fitness testing or training used as part of the initial hiring process and/or ongoing health maintenance.

d) Medical Examination / Health Screening – The Proposal shall describe the specific process used for pre-employment and/or ongoing screening.

e) OCEMS Protocols – The Proposal shall describe the process used to ensure that all ambulance personnel are sufficiently knowledgeable and proficient in all relevant OCEMS protocols.

f) Driver History – Contractor shall require all ambulance driver candidates in its employ to submit a current California Department of Motor Vehicles Driving Record Report as requested by CITY. Contractor shall utilize the California Department of Motor Vehicles Pull Notice Program for all ambulance personnel in its employ.

g) Driver Training Program – Contractor shall require all ambulance personnel in its employ to successfully complete an approved emergency ambulance driver- training program to ensure that ambulances are operated in a legal and safe manner. The driver-training program should be designed to verify driving proficiency upon hire and at reasonably spaced

periodic intervals. The driver program shall meet or exceed industry standards. Contractor shall ensure that its vehicles are at all times operated in a safe manner.

h) Vehicle & Equipment Familiarity – Contractor shall ensure that all EMTs who staff any ambulance are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies. This includes all aspects regarding the use of the Orange County EMS mandated radios.

i) Recruitment & Retention – It is very important that Contractor attracts the highest quality EMTs in the industry as possible. The Proposal must describe Proposer's compensation and benefits plans and provide at least a general indication as to how the plans compare to the other similar organizations in the county in terms of attracting and retaining EMTs. The Proposal must also describe Proposer's recruitment strategy.

j) Training – All employees regularly assigned to the City of Buena Park may participate in orientation training provided by the OCFA The Contractor shall bear all employee costs associated with this training requirement.

7. Uniforms & Personal Protective Equipment

a) Uniforms – EMTs shall wear uniforms that are provided by Proposer. Uniforms must also be approved by CITY and OCFA.

b) Personal Protective Equipment (PPE) – Contractor shall ensure that EMTs have the appropriate PPE that meets national safety standards for EMS personnel, to include helmet, reflective vest, EMS jacket, leather gloves, eye protection, and ear/hearing protection.

c) Portable 800 MHz Radios – Contractor shall be responsible for, and bear all costs regarding, the provision of portable OCEMS-system compatible 800 MHz radios for each on-duty EMT to enable EMTs to communicate with OCFA personnel for safety and operational reasons.

d) Costs – Contractor or their employees shall bear all uniform and PPE related costs except where specified otherwise, including cleaning, maintenance, repair, and replacement. Before commencement of the contract period, OCFA and Contractor will mutually agree on the specific brand/model/type of PPE to be used.

8. EMT Appearance & Behavior

a) CITY/OCFA Policies/Procedures – Contractor shall ensure that EMTs adhere to all relevant CITY/OCFA policies/procedures regarding appearance and behavior. CITY/OCFA will provide Contractor copies of all relevant CITY/OCFA policies/procedures before commencement of the contract period to give Contractor adequate time for the selection, assignment, and preparation of EMTs.

b) General Appearance – Contractor shall ensure that EMTs always look and act in a professional manner to instill confidence in the citizens we serve, and to preserve the reputation of, the City of Buena Park, and the Fire Service/EMS profession generally.

c) Grooming & Hygiene – EMTs shall always be clean and well-groomed while on-duty or otherwise representing CITY, and exercise good personal hygiene habits in accordance with CITY/OCFA policies, procedures, and standards.

d) Mental Alertness – EMTs shall report for duty well rested, alert, and not under the influence of any substance, legal or illegal, that may impair their judgment and/or performance.

e) Physical Fitness – EMTs shall keep themselves at a level of physical fitness sufficient to ensure they are capable of performing all the physical functions expected of an EMT and Ambulance Operator.

f) Conduct – EMTs shall always act in a safe, professional, and courteous manner.

g) Advocacy – EMTs are deemed part of the Buena Park-OCEMS system and are therefore expected to always act in the best interests of the Buena Park-OCEMS system and the patients who depend on us.

9. Facilities

a) Ambulance Stations / Crew Quarters – The Proposal shall describe in detail the facilities that will be used to comply with the terms of the contract and the delivery of the services. If the Contractor does not currently have facility locations, the proposer shall describe the type of locations to be used and how they are equipped to service the employees. Ambulances shall be housed and/or respond from, within the City limits of Buena Park, 24 hours a day. The facility(s) used for this purpose shall be capable of providing legal sleeping quarters and restroom facilities. The facility(s) must also comply with all applicable local ordinances and codes.

b) Security: The Proposal shall describe the security plan/measures that will be used to adequately protect the personnel, equipment, supplies, and Ambulances while in quarters and in the field setting.

10. Operations

a) Dispatch – Contractor shall maintain a fully functioning dispatch center, this dispatch center must be staffed 24 hours a day by qualified personnel. This center must use an Automatic Vehicle Location (AVL) system to track ambulances, a true Computer Aided Dispatch (CAD) to CAD program to record the actions of the ambulances, and a communications system that is fully functional within the City Boundaries. The Dispatch center shall have an Orange County Countywide Coordinated Communications System (CCCS) compatible 800 MHz radio capable of communicating on all primary and tactical channels utilized by the OCFA.

b) Incident Command & Patient Authority – Responsibility for patient care and authority to make assessment, treatment, and/or transport decisions vests with OCFA personnel (Paramedics particularly, if on scene). EMTs will work under the direction of the OCFA Captain/Incident Commander and/or the Paramedics in charge of the patient and/or incident. EMT's actions should be in support of, and consistent with, OCFA efforts, and EMTs should respond to the directions of OCFA personnel in a positive and affirmative manner.

c) Time Standards - The following time standards must be met at a compliance rate of at least 95% per month. Monetary penalties may be applied for non-compliance with time standards. The Contractor may be fined $5,000 for each month not meeting this standard. Time standards will be measured from the time the Contractor's dispatch center is notified of the call until the Ambulance arrives on scene. Only times recordedby the

OCFA will be considered in these determinations. The Contractor may request an exemption for individual incidents with unusual circumstances that were out of the control of the Contractor. The city shall, at their sole discretion, determine if the exemption will be allowed. Contractor shall comply with the following time standards:

- Code 2 within 15 minutes or less at 95%
- Code 3 within 10 minutes or less at 95%

11. Vehicle Specifications – The Proposal shall describe the specific vehicles that will be used as Ambulances in service of this contract.

a) Frontline Units – The Proposer shall provide three (3) ambulances that will be permanently assigned within the City Boundaries. At no cost to the City, these units shall bear visible markings designating it as "Proudly Serving the City of Buena Park." These ambulances will be required to have a Mobile Data Computer (MDC) that seamlessly interfaces with the CAD system used by the OCFA. MDC shall be provided by the Contractor. All costs associated with the installation and maintenance of the MDC will be the sole responsibility of the Contractor.

b) Unit Specifications – Frontline Units shall be a new Type III (modular) ambulance and meet the current safety standards of the Commission on the Accreditation of Ambulance Services (CAAS) or similar standards organization.

12 Frontline Units Minimum Required Equipment / Supplies / Inventory

a) On-Board 800 MHz Radio - Each ambulance shall be equipped with an on-board 800 MHz radio.

b) On-Board VHF Radio – Each ambulance shall be equipped with an on-board VHF radio capable of receiving and transmitting on OCFire and OCAccess.

c) Automatic Vehicle Locator (AVL) System – Each ambulance shall be equipped with AVL hardware and software / GPS system that interfaces with OCFA. Contractor shall be responsible for all costs associated with the MDC and installation.

d) Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all ambulances complies with OCEMS protocols.

e) Powered Gurney – Contractor shall provide powered ambulance gurneys at no cost to the City.

f) Standardized Inventory – The Proposal shall describe the plan/system to ensure standardization of EMS equipment and supplies of ambulances with the EMS equipment and supplies used by OCFA.

g) Ambulance Supplies Restock System – Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all ambulances are at all times equipped and supplied with the minimum required inventory. The Proposal shall describe the supply/restock system generally and explain how ambulances will be restocked specifically. The Primary Unit shall not be required to leave the City to fulfill restocking.

h) Decontamination: Ambulances used to fulfill the requirements of this contract should not have to leave the City to perform decontamination.

13. Maintenance & Repair– Contractor shall be responsible and bear all costs for all routine preventive maintenance and repairs of ambulances. Contractor shall adhere to its maintenance and maintenance records plan during the contract period. Disruption in service due to Contractor's non-compliance with the maintenance plan will be considered a major breach and grounds for immediate contract termination.

a) The Proposal shall describe the maintenance plan, vehicle service records system, and mechanism for allowing vehicle service records to be inspected.

14. Vehicle Replacement

a) General Replacement Policy - Whenever the Primary an Ambulance must be taken out of service for any reason (including mechanical failure and scheduled preventive maintenance) and for any length of time (temporarily or permanently), Contractor shall ensure that a replacement ambulance is immediately provided that meets the same requirements/specifications. The Proposal shall describe the replacement ambulance plan, including the designations (unit number) and specifications and mileage of the planned replacement ambulances.

15. Data Collection & Reporting – Contractor shall track all relevant data from all ambulance responses initiated by OCFA. Contractor shall prepare and submit a report (electronic/e-mail preferred) to CITY monthly. Before commencement of the contract period, CITY and Contractor will meet to discuss and agree on the reporting format and the specific information to be included. Each monthly report shall include, but not necessarily be limited to, the following:

a) Individual Incident Data (for each incident in each month) – Date, OCFA Incident Number, Ambulance Unit Number (indicate if another ambulance company was used), Alarm Time, En-route Time, On Scene Time, Scene Departure Time, At Hospital Time, Available Time, Alarm to En route Interval Time, En route to On Scene Interval Time.

b) Monthly Incident Totals Data (includes all incidents during a given month) – Dispatches, Responses Upgraded to Code 3, Responses Cancelled En route, Ambulance Crew First At Patient (prior to OCFA arrival), Dry Runs (arrived on scene but no transport), Resident BLS Transports, Resident ALS Transports, Non-Resident BLS Transports, Non-Resident ALS Transports, Responses Meeting Alarm to En route Interval Time Standard, Responses Exceeding Alarm to En route Interval Time Standard, Responses Meeting En route to On Scene Interval Time Standard, Responses Exceeding En route to On Scene Interval Time Standard. Requests for response time exemptions.

C. SURGE PLAN

1. Surge Capacity Defined – For purposes of this RFP and subsequent Agreement with the prevailing Proposer, Surge Capacity is defined as the maximum delivery of emergency ambulance response and transportation services that the OCEMS System is capable of providing when all of its available and potential resources are mobilized. Contractor must have plans in place to handle routine foreseeable surge situations (e.g., during periods of heavy call volume, including isolated Multiple Casualty Incidents), as well as larger scale sudden disaster situations or major Multiple Casualty Incidents affecting multiple EMS jurisdictions at the county or State levels.

2. Surge Plan – The Proposal shall describe the Surge Plan in all details.

3. Vehicle Specifications – Contractor may use any ambulance in its fleet for surge purposes so long as it meets or exceeds the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the Orange County EMS Agency. Ambulances used for surge purposes do not necessarily have to be Type III Dual Rear Wheel vehicles (i.e., they may be Type I, II, or III).

4. Minimum Required Equipment / Supplies / Inventory

a) On-Board 800 MHz Radio – Surge ambulances shall be equipped with an on-board 800 MHz radio. This radio shall be able to clearly communicate with all OCFA units on the frequencies primarily used by the OCFA.

b) Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all surge ambulances complies with OCEMS protocols.

c) Ambulance Supplies Restock System – Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all surge ambulances are at all times equipped and supplied with the minimum required inventory. The proposal shall describe Proposer's supply/restock system and explain its plan for restocking surge ambulances.

5. Exclusivity Exception – Contractor will be the exclusive provider of all surge/backup emergency ambulance services for CITY except in exigent and extenuating circumstances when, in the sole discretion of OCFA personnel, it is in the patient's best interest to be transported by alternative means, which may include but is not limited to, another ambulance company, air ambulance, rescue boat.

D. MUTUAL AID

1. Separate organization that is licensed, qualified, and capable of providing emergency ambulance response and transportation services for situations when there are no Contractor ambulances available. The Agreement between Contractor and the separate organization must be approved by the City before it may commence.

a) The Proposal shall describe the Mutual Aid plan/system in detail.

b) The Contractor shall be responsible for coordinating all mutual aid ground ambulance responses into the City.

E. GROUND AMBULANCE RATES/REIMBURSEMENT

1. General – MAXIMUM BLS SERVICE RATES: Orange County Board of Supervisors Resolution No. 22-163 establishes maximum BLS Service Rates which may be charged by the Contractor for ambulance services to their customers for services rendered. The Contractor may not charge more than the prevailing County approved maximum BLS Service Rates. Current rates appear below:

TYPE OF CHARGE	BASIS FOR CHARGE	RATE EFFECTIVE 7/1/2023*
All Inclusive Emergency BLS Base Rate	Applicable for urgent or Code 3 responses at the request of a public safety employee.	$2,052.14
Mileage	Per patient mile or fraction thereof.	$21.34
Standby	Per 15 minutes after the first 15 minutes and any fraction thereof.	$144.48

ALS Paramedic Assessment and Transportation Rate for Buena Park $433.83
*Fee Schedule subject to changes.

2. ALS Reimbursement Rate - The Contractor shall pay the City the ALS reimbursement rate for each call where the City provides ALS services to the patient.

a) For MediCal and MediCare patients, the Contractor shall pay the City the appropriate ALS-1 or ALS-2 reimbursement including Quality Assurance Fee (QAF) reimbursements.

3. Historical Call Data – The following information is provided by the City for Proposers' use to assist in determining the scope of the contract. There is no warranty as to the accuracy and no guarantee as to future call volumes.

YEAR	ALS Transports	BLS Transports
2018	1,971	2,453
2019	1,990	2,612
2020	1,320	2,471
2021	1,732	2,568
2022	1,849	2,823

F. BILLING SERVICES

The Contractor shall provide methods and synergy mechanisms of providing billing services for all pre-hospital services rendered to patients accessing the emergency 9-1-1 system.

1. BLS Service rates as established by Orange County Board of Supervisors Resolution No. 22-163. The rate set is collected by City's Contractor and does not come back to the City.

2. Advanced Life Support (ALS): The Contractor and the City acknowledge that the OCFA presently provides paramedic Advance Life Support services (ALS) for such service calls to residents and non-residents. The City does not receive 100% reimbursement for such services. Accordingly, the Contractor and the City agree that the Contractor will retain City ALS services fee and will reimburse City at least $433.83 per ALS call for its out-of-pocket expenses for such ALS services. The ALS service cost is to be increased in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.

3. First Responder Fee: The First Responder Fee is $300 and is charged to all those who call 911 for emergency medical service. This fee is collected by Contractor on behalf of the City. The First Responder Fee is a City fee but is not paid by those residents and businesses that subscribe to the City's subscription program which is paid via the water bill.

4. In consideration of this billing service, Contractor shall receive an administrative fee of those service fees actually collected. Proposal shall include all proposed billing services fees along with historical collection percentages for similar engagements.

5. Contractor shall transmit fees due to the City for ALS and First Responder (FR) service on a monthly basis with a report including, but not limited to, incident volume, transport vs non-transport, BLS vs ALS, gross billing, payer mix, collections by payer type, aged report by payer type, and totals for the month and year to date.

6. Medical Supply Reimbursement Fee: Contractor shall reimburse the OCFA on a quarterly basis $18.15 for each patient transported by ambulance (BLS or ALS, resident or non-resident) for expendable medical supplies regardless of what is actually collected from the patient, even if such amount is zero (0). The expendable medical supply dollar amount is to be adjusted in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.

EXHIBIT A
AMBULANCE OPERATOR SERVICES
(RFP CM 21-01)

EXHIBIT B
AMBULANCE OPERATOR SERVICES
(CONTRACTOR'S PROPOSAL)

REQUEST FOR PROPOSALS
FOR
EMERGENCY AMBULANCE AND PATIENT BILLING SERVICES

RFP No. CM 21-01

ISSUED BY
THE CITY OF BUENA PARK

OFFICE OF THE CITY MANAGER -PURCHASING DIVISION

6650 Beach Blvd.
Buena Park, California 90622

PROPOSAL DUE

June 30, 2021 BEFORE 11:00 AM PDT

RFP Contact
Mark L. Averell, CPPO
Purchasing Manager
714-562-3740
maverell@BuenaPark.com

Request for Proposals

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Exhibit A – Emergency Ambulance and Patient Billing Services Statement of Work

Exhibit B - Sample Professional Services Agreement

Exhibit C – Statement of Acknowledgement

Exhibit D – Non-Collusion Affidavit

Exhibit E – Statement of Truth

1. Introduction/Purpose

The City of Buena Park (City) is soliciting proposals from qualified ambulance service operators (hereinafter referred to as either "Proposer" or "Contractor") to contract with the City to provide emergency transportation and patient billing services within the jurisdiction of the City related to operation of the City's ambulance service (the "Contract"). The successful proposer shall be expected to respond to all dispatch requests including emergency and non-emergency responses. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, cost and responsiveness and understanding of services to meet the needs and concerns of the City of Buena Park. Specific terms of the agreement will be negotiated with the selected Contractor.

2. Schedule of Events

It is the goal of the City to select and retain a Contractor by August 10, 2021. In preparation for that action, the following tentative schedule of events has been prepared:

Event	Date	Time
Request for Proposals Released	05/27/2021	N/A
Final Questions Due	06/11/2021	Before 4:00pm PDT
Responses to Questions Released	06/18/2018	N/A
Proposals Due	**06/30/2021**	**Before 11:00am PDT**
Finalist Interviews/Presentations	Week of 07/19/2021	To be determined
Notification of Tentative Selection	Week of 07/26/2021	N/A
Tentative City Council Meeting to Consider Awarding Contract	Week of 08/10/2021	

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its proposal that the City finds ambiguous.

3. Background

Located in northwest Orange County, Buena Park is a Charter City operating under the Council-Manager form of government. The City has approximately 400 employees with an annual budget of $120,973,230 (all funds). Buena Park is located 21 miles southeast of Los Angeles, and is referred to locally as the "Center of the Southland" due to its easy access to both the 91 and 5 freeways. With a diverse population of approximately 83,000, Buena Park offers quality residential areas, excellent cultural and recreational facilities, and a stable economy within its

10.3 square miles.

The City of Buena Park (City) contracts with the Orange County Fire Authority (OCFA) for fire and paramedic services. The contract is currently in effect and references made herein apply to OCFA. OCFA is a regional fire service agency that serves 23 cities in Orange County and all unincorporated areas in Orange County, including the City of Buena Park. The OCFA protects over 1,984,758 residents from 77 stations located throughout Orange County. In the City of Buena Park the OCFA operates out of three (3) City-owned fire stations located at:

Station No. 61 – 7440 La Palma Avenue
Station No. 62 – 7780 Artesia Blvd.
Station No. 63 – 9120 Holder Street

4. Administration

A. BID PROPOSAL SUBMISSION PROCESS

The City is committed to providing and maintaining the highest levels of emergency response service possible to the public. In conjunction with OCFA, the provision of emergency ambulance transportation is a critical part of the City's continuing efforts to achieve this objective.

B. QUESTIONS TO RFP

All inquiries relating to this Request for Proposal shall be submitted via "Q&A" through the City's Electronic Bidding System, PlanetBids Vendor Portal before the deadline and according to these specifications herein.

All questions are due no later than 4:00 p.m. on Thursday, June 10, 2021.

C. BID PROPOSAL SUBMISSION REQUIREMENTS

Proposals will only be considered from Companies that have registered as a "Prospective Bidder" on the City's electronic Current Prospective Bidders List. Companies that wish to appear on the Prospective Bidders List for this procurement solicitation may do so by registering online at:

https://pbsystem.planetbids.com/portal/39485/portal-home
(Google Chrome is the preferred browser.)

To become a registered vendor, please select New Vendor Registration from the agency's Vendor Portal. Enter the requested information and select Sign Up. A Verify email will be sent to you. By selecting Verify within the email you will be directed to the registration form. Complete the information requested and select Submit. All mandatory fields are denoted by a red asterisk.

Registration is a multi-step process consisting of pre-registration, email verification and completion of the vendor profile. When you are done completing the vendor registration form, select Submit at the bottom right corner of the page to submit your profile. Registration is immediate; you do not need to wait for the confirmation email to log in or begin using the system depending upon the agency, you may have additional information/certifications to complete. From the Vendor Profile page please review the left hand navigation pane to complete any additional information requested by the agency.

Prospective proposers should register under the following commodity codes:

- **95856** – HEALTH CARE MANAGEMENT SERVICES
- **99037**—EMERGENCY MEDICAL SERVICES (Including Emergency Ambulance)

Once registered, Companies must download this RFP by clicking "Place eBid" (Bottom right of all tabs) in order to appear on the Bidder's List as a "Prospective Bidder." Companies that fail to specifically download this RFP will not appear on the Bidders' List and will be unable to participate for this RFP. Questions regarding the registration process may be directed to the City's online bid management provider, PlanetBids at 818-992-1771.

It is the responsibility of the Proposer to ensure their Proposal is received before the stated deadline. The RFP Administrator may be reached to verify receipt of proposals.

RFP Administrator: Mark L. Averell
Purchasing Manager
City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621
(714) 562-3740 phone
maverell@buenapark.com

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Buena Park and the firm selected. The City of Buena Park reserves the right without prejudice to reject any or all proposals.

5. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

- Have experience under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services ("Services") (Exhibit "A").

- Minimum of five (5) years of experience as a contracted primary provider of 9-1-1 emergency ambulance services to a city, county, or fire district with a minimum call volume similar to City of Buena Park. (Approximately 12 service calls daily)
- Have not filed for bankruptcy under any business name over the past five (5) years.
- Be licensed by the Orange County Emergency Medical Services Agency (OCEMSA) to provide emergency ground ambulance services.
- The contractor must provide a minimum of (4) verifiable references of projects with similar scope and size.

6. Scope of Services

The City of Buena Park (City) is seeking proposals from qualified ambulance service operators to contract with the City to provide emergency transportation and patient billing services within the jurisdiction of the City related to operation of the City's ambulance service. The selected Company shall provide the services required in Exhibit A, Statement of Work, attached hereto and incorporated herein.

7. General Terms and Conditions

The successful company will be required to execute a Professional Services Agreement ("Agreement"). A sample is attached as Exhibit "B". The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Buena Park Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

8. Inquiries / RFP Q&A

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All inquiries relating to this Request for Proposal shall be submitted via "Q&A" through the City's Electronic Bidding System, PlanetBids Vendor Portal before the deadline and according to these specifications herein.

The final day for receipt of questions from the Proposer shall be on or before **June 11, 2021 before 4:00pm PST**. To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted only in the format set forth above. Any verbal communication will not be considered or responded to.

All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted to the City's website.

Changes to the RFP itself shall only be made by the City via a written addendum. Addenda will be published via PlanetBids. All addenda shall become part of the RFP document requiring response by the proposer where indicated.

Any communications, whether written or verbal, with any City Councilmember or City staff other than the individuals indicated above, prior to award of a contract by City Council, is prohibited and the Proposer may be disqualified from consideration.

9. Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any

liability, claim, and expense whatsoever incurred by or on behalf of the Company.

10. Delivery/Submission of Proposals

Proposal Due Date/Time: 06/30/2021 BEFORE 11:00am PDT

All proposal documents and supplementary documents shall be submitted to the office of the City Clerk no later than Wednesday, June 30, 2021 BEFORE 11:00am PDT. Proposers are to submit 8 printed and bound copies of their Proposal documents along with an electronic copy of all documents and completed forms on a USB device to:

City of Buena Park / City Clerk
Attention: RFP CM 21-01
6650 Beach Blvd.
Buena Park, CA 90622

On the outside of the proposal envelope the proposer shall indicate the following:
NAME AND ADDRESS OF PROPOSER
EMERGENCY AMBULANCE AND PATIENT BILLING SERVICES

Both hard copy and electronic proposals shall follow the format and content outlined in section #12 of this RFP.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received. Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the time and date stated above will not be accepted.

11. Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

12. Proposal Format and Content

Proposals should be prepared in such a way as to provide a straightforward, concise delineation

of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

a) Cover Letter
b) Background and Summary
c) Statement of Understanding and Approach
d) Qualifications and Experience/References
e) Equipment and Facilities
f) Financial Capacity
g) Company Personnel
h) Billing Services
i) Evidence of Insurance
j) Exhibits

a) Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP and Exhibit A – Statement of Work have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP. This section shall also include the key contact(s) for the RFP coordination and their contact information.

b) Background and Summary

The Background and Summary Section should describe the Proposer's understanding of Buena Park, the work to be done pursuant to the proposed agreement, and the objectives to be accomplished by the Proposal

c) Statement of Understanding and Approach

This section shall demonstrate an understanding of the provision of BLS Emergency Ambulance Transportation Services and associated Medical Billing Services for the City of Buena Park. It shall describe the detailed approach, methodology, organization, and staffing required to meet or exceed the Scope of Work of this RFP and should include the following:

1. Describe, in detail, the Proposer's methods of approach to the Scope of Work as defined in Attachment A. Address the manner in which the Proposer will meet specific requirements on the scope of work including, but not limited to, business office hours, 24-hour availability, and reporting requirements.
2. List the names, titles, responsibilities, and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.
3. Provide information on whether any of the services in the agreement will be subcontracted out to another organization. If so, then describe the portion of work and who will be providing the service and on what terms.
4. Provide a detailed description of specific tasks the Proposer will require from CITY staff. Explain what the respective roles of CITY staff and the Proposer's staff would be to complete the tasks specified in the Scope of Work.
5. Describe the Proposer's policies and procedures for resolving complaints from the public. Provide name, qualifications and contact information for the person responsible for the receipt and resolution of complaints.
6. Describe the way the Proposer will inform the CITY and the public of changes to policies and procedures. Include samples of any informational materials the Proposer would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established.
7. Describe in detail the way the Proposer intends to meet the reporting requirements of Attachment A. Include a detailed description of the Proposer's record keeping tools and methods. Describe any additional information the Proposer is capable of recording that may be of use to the City of Buena Park.
8. Propose a method, and provide a sample, of delivering the monthly report of EMS activities to the City of Buena Park electronically, if available.
9. Describe any informational or reporting enhancements the Proposer can provide. Example: secure web-based access to reports and records under the agreement by the City of Buena Park.
10. Describe in detail Proposer's implementation plan for the takeover of the services/start-up, or resumption of services under the new contract.

Proposers are encouraged to provide any additional innovative or creative approaches for providing the required services which may increase performance capabilities.

d) Qualifications and Experience/References:

The information in this section should describe the qualifications of the Proposer, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1. If the Proposer is a corporation, please provide: the name of the corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state and zip code, and the date the local office opened its doors for business

2. If the Proposer is partnership or joint venture, please provide: the name of the partnership or joint venture, principal office street address, city, state and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened their doors for business.

3. List all businesses owned or controlled by the Proposer or its business manager doing similar business in California under another name. List Business name and address and specify who owns or controls the business (e.g. self, business manager, etc.).

4. List all businesses for which the Proposer or its business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title date(s) in position; specify who was in position (e.g., self, business manager, etc.).

5. List the number of years the Proposer has been in business under its present business name?

6. List all businesses for which the Proposer or its business manager has filed for bankruptcy protection while operating under an ambulance services contract.

7. Provide a list of current and previous contracts similar to the requirements for the CITY to which the Proposer has been a party. Include all public agencies served. For each, provide a brief description of the scope of work, the length of time the Proposer has been providing services and the name, title, and telephone number of the person who may be contacted regarding the Proposer's service record.

8. Submit a description of the Proposer's qualifications, experience and abilities that make it uniquely capable of providing services under the proposed agreement.

9. Provide copies of the Proposer's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:

a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.

b. Accreditation by an independent accrediting agency such as the Commission on Accreditation of Ambulance Services (CAAS).

c. Membership in and/or good standing with a professional organization devoted to encouraging and maintain ethical or service standards.

d. Evidence of training and education in customer service, maintaining quality standards and/or maintain quality standards received by the Proposer, its employees and its sub-contractors.

Any public entity which submits a Proposal should describe in detail how it currently provides services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If the Proposer has performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

e) Equipment and Facilities

The information requested in this section should describe the Proposer's equipment and facilities to be used in fulfillment of the requirements specified in the Scope of Work. Information shall include:

1. Provide a list and short description of all the vehicles proposed to be used in the performance of services. If the Proposer does not currently own or lease enough vehicles, provide a description of the Proposer's plan to acquire the necessary equipment.

2. Describe the communications/dispatch system and equipment proposed to be used in the dispatching of ambulances. If dispatching is aided by equipment in addition to radios, describe that equipment.

3. Provide a detailed description of the Proposer's facilities, including storage lots and business offices. If the Proposer does not currently own or lease sufficient facilities, provide a description of the Proposer's plan to acquire the necessary facilities.

f) Financial Capacity

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the CITY to reasonably formulate a determination about the financial capacity of the Proposer. The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

g) Company Personnel

It is essential that the Proposer provide experienced personnel, capable of and devoted to, the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions. Provide a list of staff who will be assigned under the agreement.

The information requested in this section should describe how the Proposer intends to fulfill staffing-related requirements specified in the Scope of Work.

h) Billing Services

The Proposer shall propose methods and mechanisms of providing billing services for all pre-hospital services rendered to patients accessing the emergency 9-1-1 system. Proposal shall also include any and all proposed administrative fees.

i) Evidence of Insurance

The Proposer shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B).

j) Sample Professional Services Agreement

The Proposer selected by the City will be required to execute a Professional Services Agreement with the CITY. A sample of the Agreement is enclosed as **Exhibit B** but may be modified to suit the specific services and needs of the CITY. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

k) Exhibits

All Exhibits must be completed in full.

13. Addenda

Unless otherwise specified, any addenda issued during the time of proposal process will be issued via Planetbids must be acknowledged.

14. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

15. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

16. Evaluation of Proposals

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals that in City's opinion is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services. An Evaluation Committee comprised of City of Buena Park staff and outside subject matter experts will review and score the proposals based on the criteria listed below. All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Proposals shall be consistently evaluated based upon the following criteria and scored in accordance with the Proposal Evaluation Table 1 (below):

- Conformance with the terms of this RFP; and
- Understanding / Approach
- Demonstrated competence;
- Experience in performance of comparable engagements;
- Equipment and Facilities
- Staffing
- Billing and Collections Services /Fees
- Financial stability;

Interviews/on-site presentations will be tentatively scheduled during the week of 07/19/21.

Interviews/on-site presentations will be conducted by the same committee members as on the proposal evaluation panel. Dates and times will be coordinated at that time after the evaluation of responsive proposals is complete, and the highest scoring candidates are determined. Candidates who have submitted the highest scoring proposals within a competitive range as determined by the City will be invited to participate in the interview/on-site presentation process.

In addition to conducting an oral interview the City may also contact and evaluate the Proposer's references, contact the Proposer to clarify any response or request additional information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent by the Committee to the evaluation process.

Following conclusion of this stage the evaluation process, the Committee will rank all Proposers according to the evaluation criteria set forth above and make a recommendation for award which will, upon successful contract negotiations, be presented to the City Council.

If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until the City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

Proposal Evaluation Table 1

Detailed Proposer Scoring Process

Evaluation Criteria	**Maximum Points**
Understanding / Approach	35
Demonstrated competence/ Experience	50
Equipment and Facilities	50
Staffing	40
Billing and Collections Services	25
Financial stability	Acceptable - Unacceptable

Points within each criterion will be awarded based on the following table.

	Reviewer Rating Criteria				
Rating	Poor	Adequate	Good	Very Good	Exceptional
Percentage of total points for criterion	0%	25%	50%	75%	100%

The City intends to select the Company that offers the best value to the City and its citizens based on the criteria outlined above.

17. Rejection of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

18. Protest Procedures

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP) process. Any protest of the award of the contract must be submitted in writing and no later than seven (7) working days and the Intent to Award letter date.

19. Contract Term

The initial term of the Agreement shall be for five (5) years from the date that the Agreement is fully executed with the option to extend by five (5) additional one (1) year periods upon mutual written agreement of both parties and not to exceed ten (10) years based upon acceptable performance by the Company, and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

20. Contract Documents

In submitting a Proposal, the Company agrees to enter into an Agreement with the City. The City's standard agreement is attached hereto as Exhibit "B". In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Buena Park's Request For Proposals
- Company's Response to the Request For Proposals

21. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- Two (2) originals of the Agreement in the form included herein, properly executed by the Company.

- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.

- Confirmation of current business tax certificate.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

22. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the

Agreement to the next qualified Company.

23. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

EXHIBIT A

Emergency Ambulance and Patient Billing Services
Scope of Work (SOW)

Scope of Work Overview

The City is soliciting proposals from qualified organizations to contract for the provision of BLS Emergency Ambulance Transportation Services and associated medical billing, for the City of Buena Park. All ambulance services described in this RFP document and Scope of Work refer only to BLS *ground* ambulance services. Medical billing requirements apply to ALS, BLS and disposable medical supplies pass through.

Terminology – The terminology and definitions listed below are for use in this Scope of Work section exclusively and, therefore, may have different meanings than used or defined elsewhere.

ALS – Advanced Life Support. Paramedics are authorized to provide this higher level of care.

AMBULANCE – An apparatus owned by the Contractor that is legally and physically capable of transporting patients with medical emergencies.

BLS – Basic Life Support. Both EMTs and Paramedics can provide this level of care.

CITY – The municipal government agency that serves the citizens of Buena Park

CONTRACTOR – The organization that is selected and awarded a contract to provide the services (Scope of Work) described in this RFP document. Used interchangeably and synonymously with "Proposer" depending on the context.

EMS – Emergency Medical Services. Usually refers to the prehospital environment.

EMT – Emergency Medical Technician. State-certified to provide BLS level care. For purposes of this RFP this term will account for all personnel assigned to an ambulance by the Proposer.

OCFA – Orange County Fire Authority

OCEMSA – Orange County Emergency Medical Services Agency

PARAMEDIC – Mobile Intensive Care Paramedic. State licensed to provide BLS *and* ALS level care.

PROPOSER – An organization that submits a proposal and competes in the RFP process. Used interchangeably and synonymously with "Contractor" depending on the context.

PROPOSAL – The official response to this RFP by an organization that is competing in the RFP process that usually refers to a Proposer's formal written responses, but may also refer more broadly to all statements, materials, and actions by a Proposer as part of the official RFP process (e.g., Oral Presentation statements, compliance with RFP process procedural requirements, etc.)

RFP – The "City of Buena Park Request for Proposal for Emergency Ambulance Transportation and Patient Billing Services "(i.e., this document).

A. GENERAL REQUIREMENTS

1. Performance Expectations – Contractor shall perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters outlined in the contract, to the complete satisfaction of CITY. All statements made and actions taken by Contractor in the execution of contractual obligations shall be done in a prudent, professional, and courteous manner that supports and/or advances the OCEMSA mission of optimizing patient outcome by providing superior quality patient care with proficiency and compassion. Most important, Contractor decision making, and conduct shall always be guided by and reflect only the highest ethical standards, comport with the principles of fairness and equal justice, and demonstrate respect and dignity for all human beings.

2. Contract Performance Costs – Unless otherwise indicated, all expenses necessary to meet RFP/contract requirements and/or perform contractual services and obligations will be paid solely by Contractor.

3. Contract Performance Standards – During the contract period, Contractor will be responsible for ensuring that all facilities, properties, vehicles, material, and documents/records used or available for use in the performance of contractual services and/or in the execution of contractual obligations are in good condition, fully functional, and maintained in a clean, orderly, and organized manner as determined by the City of Buena Park.

4. Inter-Agency Communications – Contractor shall designate one person as its official liaison to the City who will serve as the primary contact and interface, and whose office shall be in Orange County, as close to Buena Park as practical. In order to foster teamwork and efficiency, it is imperative that there be an outstanding working relationship and excellent communications between agencies and agency liaisons.

5. Field Supervisor – Contractor shall ensure that, 24 hours a day, there is a designated Field Supervisor stationed within Buena Park or at another location within Orange County as close to Buena Park as practical, who is immediately available by mobile phone and/or 800 MHz radio to fire personnel. The Field Supervisor shall be able to arrive at any incident within 20 minutes of being requested by Buena Park. All Field Supervisors must be qualified and capable of implementing and operating within the Incident Command System including the County Disaster Medical Response (DMR) plan as well as all other OCEMSA protocols

6. Legal Compliance – Contractor shall ensure that ambulance personnel have sufficient understanding of, and are at all times in compliance with, all applicable EMS-related laws (federal, state, local), including, but not limited to: 1) California Health & Safety Code, Division 2.5; 2) California Code of Regulations, Title 22, Division 9, Chapter 2; and 3) California Vehicle Code.

7. Protocols Compliance – Contractor shall ensure that ambulance personnel comply with all OCEMS and OCFA protocols (i.e., official rules, policies, procedures, standing orders, guidelines, etc.), as well as Contractor's internal protocols. Contractor, including any individual ambulance operator, shall immediately bring to the attention of City any protocol that appears to conflict with other protocols in order to reconcile the inconsistency, contradiction, and/or ambiguity.

8. OCEMS EPCR Compliance – Contractor shall be capable of accepting the transmission of electronic patient care records via OCEMS' OC-MEDS ePCR application. Contractor shall provide a 24/7 wireless data connection for the transfer of Patient care information between field personnel and remote OC- MEDS users.

9. Time Standards – The Agreement issued as a result of this RFP will include a ninety five percent (95%) compliance to the response time standards specified to all areas of the City and its operational areas. Monetary fines may be applied for failure to perform.

10. Equality of Care – Contractor shall provide all services in the Scope of Work without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. Any violation of this policy will be deemed a major breach and grounds for immediate contract termination.

11. Continuing Education – Contractor shall ensure that relevant and frequent education and training courses are offered to assist field personnel in maintaining certification/licensure as defined in California Code of Regulations Title 22, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the Quality Assurance / Continuous Quality Improvement.

12. Training With OCFA – Contractor shall allow Primary Unit personnel to participate in OCFA EMS training and skill review when invited to do so.

13. Pilot Programs / Research Projects – Contractor shall participate in all OCEMS-approved pilot programs or research projects as requested by City and OCFA. Contractor agrees that their participation shall entail no additional cost to the City. Contractor further agrees that services provided under pilot programs or research projects shall be in addition to the other services described herein.

14. Comprehensive & Responsive Proposal – Proposals should fully demonstrate and explain how the Proposer would meet all the requirements and expectations specified in the RFP document, including the Scope of Work and all other attachments and addendums. Although many items in this RFP document will have express language such as "proposals shall include…," Proposers should not assume that just because such similar language is absent regarding other items that they can omit explanations of how they would satisfy the intent of those items.

15. Incorporation by Reference – The Proposal submitted in response to this RFP will be retained and will be incorporated and referenced, and made a part of the final Agreement, except that in the case of any conflicting provisions, the provisions contained in the final Agreement shall prevail.

B AMBULANCE SERVICES

1. General – The Contractor will be responsible for all BLS Ground Ambulance needs within the City Boundaries. At a minimum Contractor shall always provide one (1) primary/dedicated BLS ambulance staffed with two (2) EMTs within the City and one secondary ambulance and crew also stationed within the City and available 24 hours a day. .

2. Special Events – Buena Park will sometimes utilize Contractor ambulances for non-emergency, non-paid purposes that will normally be scheduled in advance. During these special events, Contractor shall provide a backup ambulance and crew for the duration of the event to cover for then unit involved and allow them to participate without interruption.

3. EMT Eligibility & Selection Criteria – The Proposal shall describe the specific ***criteria*** that will be used to determine who is qualified to become an EMT, and also the specific ***process*** by which qualified EMTs would be selected for assignment on the Primary Unit,

    a) Staffing Principles – Contractor shall take all necessary steps, and make all reasonable efforts, to ensure that the EMTs on the Primary Unit and Secondary Unit are well qualified, sufficiently experienced, proven reliable and

responsible, and who possess the interpersonal characteristics and skills necessary for them to function effectively as part of the OCFA team.

4. Credentials Tracking & Renewal – The Proposal shall describe the system that will be used to monitor expiration dates of required credentials for all EMTs to prevent lapses in certification, and to facilitate the renewal process. Contractor shall be responsible for ensuring that all EMT credentials—including, but not limited to, state EMT certification and OCEMS accreditation—are renewed in a timely manner. EMTs with expired/lapsed credentials will be deemed a major breach and grounds for immediate contract termination.

5. Cognitive & Psychomotor Proficiency – The Proposal shall describe the education and training system that will be used to ensure that all EMTs employed by Contractor maintain proficiency in all relevant BLS-level clinical skills and knowledge, including all applicable OCEMS protocols.

6. General Employment Policies

   a) Employee Wellness & Personnel Assistance Resources – The Proposal shall describe in detail the Proposer's Employee Wellness & Personnel Assistance programs and/or resources.

   b) Criminal Background Check – Contractor shall comply with state EMS Authority and OCEMS criminal history check requirements for all its employees who work in Orange County as EMTs. Contractor shall contact all references given on applications, including but not limited to, any former EMS employers.

   c) Physical Fitness Testing & Training – The Proposal shall describe any physical fitness testing or training used as part of the initial hiring process and/or ongoing health maintenance.

   d) Medical Examination / Health Screening – The Proposal shall describe the specific process used for pre-employment and/or ongoing screening.

   e) OCEMS Protocols – The Proposal shall describe the process used to ensure that all ambulance personnel are sufficiently knowledgeable and proficient in all relevant OCEMS protocols.

   f) Driver History – Contractor shall require all ambulance driver candidates in its employ to submit a current California Department of Motor Vehicles Driving Record Report as requested by CITY. Contractor shall utilize the California Department of Motor Vehicles Pull Notice Program for all ambulance personnel in its employ.

g) Driver Training Program – Contractor shall require all ambulance personnel in its employ to successfully complete an approved emergency ambulance driver-training program to ensure that ambulances are operated in a legal and safe manner. The driver-training program should be designed to verify driving proficiency upon hire and at reasonably spaced periodic intervals. The driver program shall meet or exceed industry standards. Contractor shall ensure that its vehicles are at all times operated in a safe manner.

h) Vehicle & Equipment Familiarity – Contractor shall ensure that all EMTs who staff any ambulance are thoroughly familiar with all aspects of vehicle operation, and the location and use of all on-board equipment and supplies. This includes all aspects regarding the use of the Orange County EMS mandated radios.

i) Recruitment & Retention – It is very important that Contractor attracts the highest quality EMTs in the industry as possible. The Proposal must describe Proposer's compensation and benefits plans and provide at least a general indication as to how the plans compare to the other similar organizations in the county in terms of attracting and retaining EMTs. The Proposal must also describe Proposer's recruitment strategy.

j) Primary Unit Training – All employees regularly assigned to the City of Buena Park, may participate in orientation training provided by the OCFA The Contractor shall bear all employee costs associated with this training requirement.

7. Uniforms & Personal Protective Equipment

a) Uniforms – EMTs shall wear uniforms that are provided by Proposer. Uniforms must be approved by CITY and OCFA.

b) Personal Protective Equipment (PPE) – Contractor shall ensure that EMTs have the appropriate PPE that meets national safety standards for EMS personnel, to include helmet, reflective vest, EMS jacket, leather gloves, eye protection, and ear/hearing protection.

c) Portable 800 MHz Radios – Contractor shall be responsible for, and bear all costs regarding, the provision of portable OCEMS-system compatible 800 MHz radios for each on-duty EMT to enable EMTs to communicate with OCFA personnel for safety and operational reasons.

d) Costs – Contractor or their employees shall bear all uniform and PPE related costs except where specified otherwise, including cleaning, maintenance, repair, and replacement. Before commencement of the contract period, OCFA and Contractor will mutually agree on the specific brand/model/type of PPE to be used.

8. EMT Appearance & Behavior

a) CITY/OCFA Policies/Procedures – Contractor shall ensure that EMTs adhere to all relevant CITY/OCFA policies/procedures regarding appearance and behavior. CITY/OCFA will provide Contractor copies of all relevant CITY/OCFA policies/procedures before commencement of the contract period to give Contractor adequate time for the selection, assignment, and preparation of EMTs.

b) General Appearance – Contractor shall ensure that EMTs always look and act in a professional manner to instill confidence in the citizens we serve, and to preserve the reputation of, the City of Buena Park, and the Fire Service/EMS profession generally.

c) Grooming & Hygiene – EMTs shall be always clean and well-groomed while on-duty or otherwise representing CITY, and exercise good personal hygiene habits in accordance with CITY/OCFA policies, procedures, and standards.

d) Mental Alertness – EMTs shall report for duty well rested, alert, and not under the influence of any substance, legal or illegal, that may impair their judgment and/or performance.

e) Physical Fitness – EMTs shall keep themselves at a level of physical fitness sufficient to ensure they are capable of performing all the physical functions expected of an EMT and Ambulance Operator.

f) Conduct – EMTs shall always act in a safe, professional, and courteous manner.

g) Advocacy – EMTs are deemed part of the Buena Park-OCEMS system, and are therefore expected to always act in the best interests of the Buena Park-OCEMS system and the patients who depend on us.

9. Facilities

a) Ambulance Station / Crew Quarters – The Proposal shall describe in detail the facilities that will be used to comply with the terms of the contract and the delivery of the services.

b) Primary Unit Housing –The Primary Unit shall be housed and/or respond from, within the City limits of Buena Park, 24 hours a day. . If a facility is used for this purpose, it shall be capable of providing legal sleeping quarters and restroom facilities. The facility must also comply with all applicable local ordinances and codes.

10. Operations

a) Dispatch – Contractor shall maintain a fully functioning dispatch center. This dispatch center must be staffed 24 hours a day by qualified personnel. This center must use an Automatic Vehicle Location (AVL) system to track ambulances, a true Computer Aided Dispatch (CAD) to CAD program to record the actions of the ambulances, and a communications system that is fully functional within the City Boundaries. The Dispatch center shall have an Orange County Countywide Coordinated Communications System (CCCS) compatible 800 MHz radio capable of communicating on all primary and tactical channels utilized by the OCFA.

b) Incident Command & Patient Authority – Responsibility for patient care and authority to make assessment, treatment, and/or transport decisions vests with OCFA personnel (Paramedics particularly, if on scene). EMTs will work under the direction of the OCFA Captain/Incident Commander and/or the Paramedics in charge of the patient and/or incident. EMT's actions should be in support of, and consistent with, OCFA efforts, and EMTs should respond to the directions of OCFA personnel in a positive and affirmative manner.

c) Time Standards – The following Primary Unit time standards must be met at a compliance rate of at least 95% per quarter. Monetary penalties may be applied for non-compliance with time standards. The Contractor may be fined $1,000 for each response not meeting this standard.

Time standards will be measured from the time the Contractor's Dispatch center is notified of the call until the Ambulance arrives on scene. Only times recorded by the OCFA will be considered in these determinations.

- Code 2 within 15 minutes or less
- Code 3 within 10 minutes or less

11. Vehicle Specifications – The Proposal shall describe the specific vehicles that will be used as Ambulances in service of this contract.

a) Primary Unit – The Proposer shall provide one (1) ambulance that will be permanently assigned within the City Boundaries. At no cost to the City, this unit shall bear visible markings designating it as "Proudly Serving the City of Buena Park". This ambulance will be required to have a Mobile Data Computer (MDC) that seamlessly interfaces with the CAD system used by the OCFA. MDC shall be provided by the Contractor. All costs associated with the installation and maintenance of the MDC will be the sole responsibility of the Contractor.

b) Unit Specifications – The Primary Unit shall be a new Type III (modular) ambulance and meet the current safety standards of the Commission on the Accreditation of Ambulance Services (CAAS) or similar standards organization.

12 Primary Unit Minimum Required Equipment / Supplies / Inventory

a) On-Board 800 MHz Radio - Each ambulance shall be equipped with an on-board 800 MHz radio.

b) On-Board VHF Radio – Each ambulance shall be equipped with an on-board VHF radio capable of receiving and transmitting on OCFire and OCAccess.

c) Automatic Vehicle Locator (AVL) System – Each ambulance shall be equipped with AVL hardware and software / GPS system that interfaces with OCFA. Contractor shall be responsible for all costs associated with the MDC and installation.

d) Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all ambulances complies with OCEMS protocols.

e) Powered Gurney – Contractor shall provide powered ambulance gurneys at no cost to the City.

f) Standardized Inventory – The Proposal shall describe the plan/system to ensure standardization of EMS equipment and supplies of ambulances with the EMS equipment and supplies used by OCFA.

g) Ambulance Supplies Restock System – Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all ambulances are at all times equipped and supplied with the minimum required inventory. The Proposal shall describe the supply/restock system generally and explain how ambulances will be restocked specifically. The Primary Unit shall not be required to leave the City to fulfill restocking.

h) Decontamination: Ambulances used to fulfill the requirements of this contract should not have to leave the City to perform decontamination.

i) Secondary Unit – Contractor shall provide a Secondary Unit to respond to calls while the Primary Unit is unavailable for any reason. It is desirous to the City that the Secondary Unit also be a new Type III (modular) ambulance and meet the current safety standards of the Commission on the Accreditation of Ambulance Services (CAAS) or similar standards organization. The Secondary Unit shall also meet the requirements of Item D Section 11.

j) Time Standards – The Following Secondary Unit time standards must be met at a compliance rate of at least 95% per quarter. Monetary penalties may be applied for non-compliance with time standards. The Contractor may be fined $1,000 for each response not meeting this standard.

Time standards will be measured from the time the Contractor's Dispatch center is notified of the call until the Ambulance arrives on scene.

Code 2 within 15 minutes or less
Code 3 within 10 minutes or less

13. Maintenance & Repair– Contractor shall be responsible and bear all costs for all routine preventive maintenance and repairs of ambulances. Contractor shall adhere to its maintenance and maintenance records plan during the contract period. Disruption in service due to Contractor's non-compliance with the maintenance plan will be considered a major breach and grounds for immediate contract termination.

a) The Proposal shall describe the maintenance plan, vehicle service records system, and mechanism for allowing vehicle service records to be inspected.

14. Vehicle Replacement

a) General Replacement Policy - Whenever the Primary or Secondary Ambulance must be taken out of service for any reason (including mechanical failure and scheduled preventive maintenance) and for any length of time (temporarily or permanently), Contractor shall ensure that a replacement ambulance is immediately provided that meets the same requirements/specifications. The Proposal shall describe the replacement ambulance plan, including the designations (unit number) and specifications and mileage of the planned replacement ambulances.

15. Data Collection & Reporting – Contractor shall track all relevant data from all ambulance responses initiated by OCFA. Contractor shall prepare and submit a report (electronic/e-mail preferred) to CITY on a quarterly basis. Before commencement of the contract period, CITY and Contractor will meet to discuss and agree on the reporting format and the specific information to be included. Each quarterly report shall include, but not necessarily be limited to, the following:

a) Individual Incident Data (for each incident in a given 3-month period) – Date, OCFA Incident Number, Ambulance Unit Number (indicate if another ambulance company was used), Alarm Time, En-route Time, On Scene Time, Scene Departure Time, At Hospital Time, Available Time, Alarm to n route Interval Time, En route to On Scene Interval Time.

b) Quarterly Incident Totals Data (includes all incidents during a given 3-month period) – Dispatches, Responses Upgraded to Code 3, Responses Cancelled En route, Ambulance Crew First At Patient (prior to OCFA arrival), Dry Runs (arrived on scene but no transport), Resident BLS Transports, Resident ALS Transports, Non-Resident BLS Transports, Non-Resident ALS Transports, Responses Meeting Alarm to En route Interval Time Standard, Responses Exceeding Alarm to En route Interval Time Standard, Responses Meeting En route to On Scene Interval Time Standard, Responses Exceeding En route to On Scene Interval Time Standard.

C. SURGE PLAN

1. Surge Capacity Defined – For purposes of this RFP and subsequent Agreement with the prevailing Proposer, Surge Capacity is defined as the maximum delivery of emergency ambulance response and transportation services that the OCEMS System is capable of providing when all of its available and potential resources are mobilized. Contractor must have plans in place to handle routine foreseeable surge situations (e.g., during periods of heavy call volume, including isolated Multiple Casualty Incidents), as well as larger scale sudden disaster situations or major Multiple Casualty Incidents affecting multiple EMS jurisdictions at the county or State levels.

2. Surge Plan – The Proposal shall describe the Surge Plan in all details.

3. Vehicle Specifications – Contractor may use any ambulance in its fleet for surge purposes so long as it meets or exceeds the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the Orange County EMS Agency. Ambulances used for surge purposes do not necessarily have to be Type III Dual Rear Wheel vehicles (i.e., they may be Type I, II, or III).

4. Minimum Required Equipment / Supplies / Inventory

   a) On-Board 800 MHz Radio – Surge ambulances shall be equipped with an on-board 800 MHz radio. This radio shall be able to clearly communicate with all OCFA units on the frequencies primarily used by the OCFA.

   b) Medical Equipment & Supplies Inventory – Contractor shall ensure that the medical equipment and supplies inventory of all surge ambulances complies with OCEMS protocols.

   c) Ambulance Supplies Restock System – Contractor shall be responsible for, and pay all costs in furtherance of, ensuring that all surge ambulances are at all times equipped and supplied with the minimum required inventory. The

proposal shall describe Proposer's supply/restock system and explain its plan for restocking surge ambulances.

5. Exclusivity Exception – Contractor will be the exclusive provider of all surge/backup emergency ambulance services for CITY except in exigent and extenuating circumstances when, in the sole discretion of OCFA personnel, it is in the patient's best interest to be transported by alternative means, which may include but is not limited to, another ambulance company, air ambulance, rescue boat.

D. MUTUAL AID

1. Separate organization that is licensed, qualified, and capable of providing emergency ambulance response and transportation services for situations when there are no Contractor ambulances available. The Agreement between Contractor and the separate organization must be approved by the City before it may commence.

    a) The Proposal shall describe the Mutual Aid plan/system in detail.

    b) The Contractor shall be responsible for coordinating all mutual aid ground ambulance responses into the City.

E. GROUND AMBULANCE RATES/REIMBURSEMENT

1. General – **MAXIMUM BLS SERVICE RATES: Orange County Board of Supervisors Resolution No. 17-094 establishes maximum BLS Service Rates which may be charged by the Contractor for ambulance services to their customers for services rendered. The Contractor may not charge more than the prevailing County approved maximum BLS Service Rates. Current rates appear below:**

TYPE OF CHARGE	BASIS FOR CHARGE	2020 RATE*
Emergency BLS Base Rate	Applicable for urgent or Code 3 responses at the request of a public safety employee.	$1,197.91
Mileage	Per patient mile or fraction thereof.	$18.75
Oxygen (includes mask or cannula	Applicable when administered	$91.93
Standby	Per 15 minutes after the first 15 minutes and any fraction thereof.	$45.04
Expendable Medical Supplies	Maximum per response or fair market value, whichever is the least amount	$36.29

ALS Paramedic Assessment and Transportation Rate for Buena Park $350.00
*Fee Schedule subject to changes.

2. ALS Reimbursement Rate- The Contractor shall pay to the City the ALS reimbursement rate for each call where the City provides ALS services to the patient.

    a) For MediCal and MediCare patient, the Contractor shall pay the City the appropriate ALS-1 or ALS-2 reimbursement.

3. Historical Call Data – The following information is provided by the City for Proposers' use to assist in determining the scope of the contract. There is no warranty as to the accuracy no guarantee as to future call volumes.

Year	ALS Transports	BLS Transports
2018	2,453	1,971
2019	2,612	1,990
2020	2,301	1,737

F. BILLING SERVICES

The Contractor shall provide methods and synergy mechanisms of providing billing services for all pre-hospital services rendered to patients accessing the emergency 9-1-1 system.

1. BLS Service rates as established by Orange County Board of Supervisors Resolution No. 17-094. The rate set is collected by City's current Contractor and does not come back to the City.

2. Advanced Life Support (ALS): The Contractor and the City acknowledge that the OCFA presently provides paramedic Advance Life Support services (ALS) for such service calls to residents and non-residents. The City does not receive 100% reimbursement for such services. Accordingly, the Contractor and the City agree that the Contractor will retain City ALS services fee and will reimburse City at least $350.00 per ALS call for its out-of-pocket expenses for such ALS services. The ALS service cost is to be increased in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.

3. First Responder Fee: The First Responder Fee is $300 and is charged to all those who call 911 for emergency medical service. This fee is collected by Contractor on behalf of the City. The First Responder Fee is a City fee, but is not paid by those residents and businesses that subscribe to the City's subscription program which is paid via the water bill.

4. In consideration of this billing service, Contractor shall receive an administrative fee of those service fees actually collected. Proposal shall include any and all proposed billing services fees along with historical collection percentages for similar engagements.

5. Contractor shall transmit fees due to the City for ALS and First Responder (FR) service on a monthly basis with a report including, but not limited to, total amount of ALS/FR calls, amount invoiced, amount collected, amount of write-offs, amount of balance due and totals for the month and year to date.

~~6.~~ Medical Supply Reimbursement Fee: Contractor shall reimburse the OCFA on a quarterly basis $30.45 for each patient transported by ambulance (BLS or ALS, resident or non-resident) for expendable medical supplies regardless of what is actually collected from the patient, even if such amount is zero (0). The expendable medical supply dollar amount is to be adjusted in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council~~.~~

EXHIBIT B

Sample Professional Services Agreement
PROFESSIONAL SERVICES AGREEMENT

NO. _____

DATE: _____

PROJECT: **Emergency Ambulance and Patient Billing Services**

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: _____

Title: _____

Telephone: _____

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

THE CONTRACTOR _____

Name of Business

Representative: Name: _____

Title: _____

Telephone: _____

Address:

Mailing Address: _____

_____

TERM OF SERVICE: _____

Commencement Date: **8/10/2021**

Completion Date: **8/9/2026**

CONTRACT AMOUNT: _____

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

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONTRACTOR OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE

AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BUENA PARK.

This Professional Services Agreement ("Agreement") is dated _____, 2021__, and is between **_Ambulance Provider_____**, [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] (the "CONTRACTOR") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONTRACTOR and the CITY are sometimes referred to herein collectively 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 CONTRACTOR as an independent contractor to perform the following services:

Emergency Ambulance and Patient Billing Services

_____

_____

_____

(collectively, the "Project").

B. The CONTRACTOR is fully qualified to perform the tasks necessary for this Project by virtue of its experience and the training, education and expertise of its principals and employees.

The Parties therefore agree as follows:

EMPLOYMENT OF CONTRACTOR. The CITY shall engage the CONTRACTOR and the CONTRACTOR shall perform the services required under this Agreement.

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

TIME OF PERFORMANCE. The CONTRACTOR shall commence performance of the Services immediately upon receipt of a written notice for such services from the Designated Official and shall perform the Services with reasonable diligence consistent with professional skill and care for like professionals under similar circumstances, and otherwise as required herein.**]**

TERM. The term of this Agreement shall commence on **_Month, Day 2021_**, and shall remain in full force and effect until **_Month, Day, 2026**, unless sooner terminated as provided in Section 10 of this Agreement. This Agreement may be extended by five (5) additional one (1) year periods upon mutual written agreement of both parties.

RATES FOR EMERGENCY AMBULANCE SERVICE. BLS Service Rates Orange County Board of Supervisors Resolution No. 17-094 establishes maximum BLS Service Rates which may be charged by the Contractor for ambulance services to their customers for services rendered. The Contractor may not charge more than the prevailing County approved maximum BLS Service Rates set forth in Section E of Exhibit A - Scope of Work of the RFP.

ALS Service Rates:. For those calls during which ALS services are provide the Contractor shall be responsible for implementing and collecting ALS Service Charges and shall reimburse the City at least $350.00 per ALS call.

First Responder Fee: The First Responder Fee is $300 and is charged to all those who call 911 for emergency medical service. This fee is collected by Contractor on behalf of the City. The First Responder Fee is a City fee, but is not paid by those residents and businesses that subscribe to the City's subscription program which is paid via the water bill.

Medical Supply Reimbursement Fee: Contractor shall reimburse the OCFA on a quarterly basis $30.45 for each patient transported by ambulance (BLS or ALS, resident or non-resident) for expendable medical supplies regardless of what is actually collected from the patient, even if such amount is zero (0). The expendable medical supply dollar amount is to be adjusted in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.

BILLING SERVICES FEES. In consideration of this billing service, Contractor shall receive an administrative fee of TBD percent (%) of those City / ALS and non-resident service fees actually collected.

Contractor shall transmit fees due to the City for ALS and First Responder (FR) service on a monthly basis with a report including, but not limited to, total amount of ALS/FR calls, amount invoiced, amount collected, amount of write-offs, amount of balance due and totals for the month and year to date.

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

INDEPENDENT CONTRACTOR. The CONTRACTOR is retained by the CITY only to the extent set forth in this Agreement, and the CONTRACTOR's relationship to the CITY is that of an independent contractor. The CONTRACTOR shall be free to dispose of all portions of the CONTRACTOR's time and activities that the CONTRACTOR is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONTRACTOR 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 CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agreement. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall pay all required taxes on amounts paid to the CONTRACTOR 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 CONTRACTOR shall fully comply with applicable workers' compensation laws regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR shall indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

INDEMNIFICATION. The CONTRACTOR 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 performance of 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 CONTRACTOR acknowledges that the CITY 9would not have entered into this Agreement in the absence of the commitment of the CONTRACTOR to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

Indemnity for COVID-19: As between the CONTRACTOR and the CITY, the CONTRACTOR expressly assumes any and all risks associated with providing these contract services in context of the COVID-19 pandemic, and the CONTRACTOR'S indemnification obligations hereunder expressly include any and all claims 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 COVID-19 and the CONTRACTOR'S services under this Agreement.

Indemnity. To the fullest extent permitted by law, the CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the CITY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of the CONTRACTOR, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that the CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. The CONTRACTOR shall defend the Indemnitees in any action or actions filed in

connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

Other Indemnities. Other than in the performance of professional services, and to the fullest extent permitted by law, CONTRACTOR 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 consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

The obligations of the CONTRACTOR 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 CONTRACTOR expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. The CONTRACTOR'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 CONTRACTOR pursuant to this Agreement.

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

TERMINATION OF AGREEMENT. Either party may terminate this Agreement at any time during the term of the Agreement upon providing the other party not less 120 calendar days' prior written notice. The CONTRACTOR 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 CONTRACTOR is not then in breach, the CONTRACTOR shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the CONTRACTOR 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.

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 CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the Services. The CONTRACTOR shall maintain the work sites free of hazards to persons and property resulting from its operations. The CONTRACTOR shall immediately report to the CITY any hazardous condition noted by the CONTRACTOR.

MANDATORY INSURANCE. The CONTRACTOR shall maintain the following insurance coverage throughout the term of this Agreement, and, upon the CITY's request, the CONTRACTOR 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 Attachment A.

Verification of Coverage. The CONTRACTOR 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 CONTRACTOR shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall provide complete copies of policies to the CITY upon request.

Subcontractors. The CONTRACTOR 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 Project by the CONTRACTOR to carry the same insurance as required in this Section 12.0. The CONTRACTOR 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 CONTRACTOR shall require that no contract used by any subcontractor, or contract the CONTRACTOR 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 CONTRACTOR shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONTRACTOR 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.

WORK PRODUCT.

Deliverables. The CONTRACTOR 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 CONTRACTOR shall, upon request by the CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to the CONTRACTOR by the CITY.

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 CONTRACTOR 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 CONTRACTOR shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

(b) The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR, 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 CONTRACTOR's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

Confidentiality. Except as otherwise required by law, the CONTRACTOR shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Project assigned to the CONTRACTOR by the CITY or other information to which the CONTRACTOR has had access during the term of this Agreement without the Designated Official's prior written approval. CONTRACTOR's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

Records. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONTRACTOR, and the CITY has entered this Agreement in reliance on the CONTRACTOR's skill, competence and experience. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONTRACTOR shall not assign another to supervise the CONTRACTOR'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 CONTRACTOR shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

MISCELLANEOUS TERMS.

Nuisance. The CONTRACTOR shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

Permits and Licenses. The CONTRACTOR, 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.

Conflicts of Interest. The CONTRACTOR 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 CONTRACTOR may perform similar services for other clients, but the CONTRACTOR and its officers, employees, associates and subCONTRACTORs shall not, without the City Manager's prior written approval , perform work for another person or entity for whom the CONTRACTOR is not currently performing work that would require the CONTRACTOR, or one of its officers, employees, associates or subCONTRACTORs, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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.

Accomplishment of Project. The CONTRACTOR 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.

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.

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.

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 CONTRACTOR'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.

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.

When Rights and Remedies Not Waived. In no event shall the making by the CITY of any payment to the CONTRACTOR 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 CONTRACTOR, 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.

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.

Compliance with Laws. In the performance of the work required by this Agreement, the CONTRACTOR 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

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.

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.

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 CONTRACTOR 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.

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.

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.

1. Exhibit A – RFP including Statement of Work and subsequent addenda

2. Response to RFP No. CM 21-01

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

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

CITY OF BUENA PARK

a California municipal corporation

CONTRACTOR*

a [Legal Form of Entity] _____
Name of Business

_____
Signature

Name: Aaron France

Title: City Manager

_____
Signature

Name: _____

Title: _____

_____
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

Attachment A

CITY OF BUENA PARK
INSURANCE REQUIREMENTS
FOR AMBULANCE SERVICES

INSURANCE REQUIREMENTS

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Agreement, the Contractor shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

1.0 MINIMUM SCOPE OF INSURANCE

(a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage and bodily injury with limits no less than $5,000,000 per occurrence and $10,000,000 aggregate.

(b) **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with limit no less than $5,000,000 each accident for bodily injury and property damage.

(c) **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than $1,000,000 per accident for bodily injury or disease.

(d) **Professional Liability**, which shall include ambulance medical malpractice coverage, with limit of not less than $5,000,000 each claim and $10,000,000 aggregate. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

(e) **Sexual Misconduct Liability Insurance** with limit no less than $3,000,000 per occurrence.

1.1 Endorsements

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

(a) Commercial General Liability

(1) **Additional Insured:** The CITY and its officers, employees, agents, independent contractors serving in the role of city officials and designated volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

Additional Insured Endorsements shall not:

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

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 20 10 and CG 20 37.

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

(b) Auto Liability

(1) **Additional Insured:** The CITY and its officers, employees, agents, independent contractors serving in the role of city officials and designated volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

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

(c) Workers’ Compensation

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

1.2 Insurance Obligations of Contractor

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

1.3 Notice of Cancellation

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

1.4 Waiver of Subrogation

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

1.5 Evidence of Insurance

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

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

1.6 Deductible or Self-Insured Retention

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

1.7 Contractual Liability

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Agreement.

1.8 Failure to Maintain Coverage

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

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

1.9 Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California,

or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

1.9 Claims Made Policies

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

2.0 Insurance for Subcontractor

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

EXHIBIT C

Statement of Acknowledgement

STATEMENT OF ACKNOWLEDGMENT

Proposer acknowledges that he/she has read and fully understands all aspects of the RFP process, including but not limited to evaluation standards as set forth in this RFP package, and further agrees and understands that the City Council retains sole discretion to pick the Proposer which in the City Council's judgment is best qualified to perform emergency ambulance services for the City of Buena Park.

I, the proposer, declare under penalty of perjury, that the information presented in this proposal is accurate and true to the best of my knowledge. I am aware that should any information be found false, the City of Buena Park may pursue any and all remedies authorized by law, which shall include the right, at the option of the City of Buena Park, of declaring any Contract made as a result thereof void.

IF OWNER:

_____

Signature of Owner Date

IF PARTNERSHIP:

_____

Signature of Partner (General Partner) Date

IF CORPORATION:

_____

Signature of President Date

_____

Signature of Secretary Date

EXHIBIT D

Non-Collusion Certification

NON-COLLUSION CERTIFICATION

The undersigned hereby certifies on behalf of ("Proposer"), and hereby declares under penalty of perjury under the laws of the State of California, that this 2021 Emergency Ambulance and Patient Billing Services RFP response is genuine and not sham or collusive, nor made in the interest of or on behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal nor solicited any other person, firm or corporation to refrain from submitting a proposal; the Proposer has not communicated, directly or indirectly, with any other Proposer regarding the amount, price, and/or service rates proposed herein; and Proposer has not in any manner sought by collusion to secure for himself/herself/itself any advantage over any other Proposer. We declare the foregoing is true and correct under penalty of perjury under the laws of the State of California.

Signed, this _____day of June, 2021 in _____, California

IF OWNER:

_____

Signature of Owner Date

IF PARTNERSHIP:

_____

Signature of Partner (General Partner) Date

IF CORPORATION:

_____

Signature of President Date

_____

Signature of Secretary Date

EXHIBIT E

Statement of Truth

STATEMENT OF TRUTH

The undersigned hereby certifies on behalf of ("Proposer"), and hereby declares under penalty of perjury under the laws of the State of California, that the information provided by Proposer and contained in this 2021 Emergency Ambulance and Patient Billing Services RFP response is accurate, complete, true and correct to the best of our knowledge. We are aware that should any of the information contained herein be found to be false, incorrect, or otherwise untruthful, or if the information contained herein contains material misrepresentations and/or material omissions of fact, the City of Buena Park may, at its sole discretion, pursue any and all remedies available as authorized by law, which may include the right, at the option of the City, to either reject or disqualify this bid proposal from further consideration in the course of the procurement process and/or to declare any contract awarded as the result thereof void.

Signed, this _____day of June, 2021 in _____, California

IF OWNER:

_____

Signature of Owner Date

IF PARTNERSHIP:

_____

Signature of Partner (General Partner) Date

IF CORPORATION:

_____

Signature of President Date

_____

Signature of Secretary Date

June 4, 2021

NOTICE TO PROPOSERS

ADDENDUM NO. 1
for
EMERGENCY AMBULANCE AND PATIENT BILLING SERVICES

REQUEST FOR PROPOSAL NO. CM 21-01

This addendum addresses changes and supersedes the language in the original RFP. This addendum shall have precedence over the original documents and shall govern.

Date Clarification:

B. QUESTIONS TO RFP

All inquiries relating to this Request for Proposal shall be submitted via "Q&A" through the City's Electronic Bidding System, PlanetBids Vendor Portal before the deadline and according to these specifications herein.

All questions are due no later than 4:00 p.m. on Friday, June 11, 2021.

REMINDER:

Proposals Due Wednesday, June 30, 2021, before 11:00 AM PDT

June 18, 2021

NOTICE TO PROPOSERS

ADDENDUM NO. 2
for
EMERGENCY AMBULANCE AND PATIENT BILLING SERVICES

REQUEST FOR PROPOSAL NO. CM 21-01

This addendum addresses written questions received.

Please see below for the listing of all questions and answers when available.

1. Why has this bid been released at this time?
   A. It is a best practice from a procurement perspective to periodically go through a competitive procurement process on City services.

2. Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?
   A. No requirements.

3. Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?
   A. Proposers may create their own pricing categories.

4. Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.
   A. Satisfied

5. Has the current contract gone full term?
   A. Yes

6. Have all options to extend the current contract been exercised?
   A. Yes

7. Who is the incumbent, and how long has the incumbent been providing the requested services?
   A. Care Ambulance, since 1999

8. To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?
   A. See Section B. Ambulance Services, subsection 9, Facilities of the RFP

9. How are fees currently being billed by any incumbent(s), by category, and at what rates?
   A. The City is not billed by the incumbent.

10. What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?
    A. In 2019 approximately $16,000 was paid in Administrative Fees to the incumbent.

11. What were your annual gross charges last year or for the last 12 months?
    A. Answer unavailable

12. What were your annual total adjustments for last year or for the last 12 months?
    A. Answer unavailable

13. What were your annual contractual allowance write offs for last year or for the last 12 months?
    A. Answer unavailable

14. What were your annual gross collections last year or for the last 12 months?
    A. Answer unavailable

15. What are your specialty care transport charges?
    A. Answer unavailable

16. What are your treatment without transport charges?
    A. Answer unavailable

17. What is your average per-trip charge?
    A. Answer unavailable

18. When were the last changes to your transport rates, and are you considering raising any of the rates currently charged?
    A. Rates are based on the approved County Maximum BLS Service Rates

19. Are there any other charges you assess not otherwise covered by our questions?
    A. Answer unavailable

20. What percentage of your patients are residents versus non-residents, and do you charge the two groups differently?
    A. Answer unavailable

21. Do you operate any shared services agreements with any other municipal or county governments in the region and, if so, with whom?
    A. Answer unavailable

22. What were your transports per year for specialty care transport for last year or for the last 12 months?
    A. Answer unavailable

23. What were your transports per year for treatment without transport for last year or for the last 12 months?
    A. Answer unavailable

24. What is your payer mix expressed as percentages of 100% billed?
    A. Answer unavailable

25. What is your payer remit mix expressed as percentages of 100% of what you typically receive?
    A. Answer unavailable

26. How many total transport vehicles do you now operate?
    A. Incumbent has 120 units in OC and could and frequently does use many of them daily to achieve faster response times in our city.

27. What is your average loaded miles per trip?
    A. Answer unavailable

28. What is your average revenue per call?
    A. Answer unavailable

29. Do you have a lockbox provider and, if so, which provider?
    A. Answer unavailable

30. If you have a lockbox provider, will that provider remain in place as a result of this procurement?
    A. Answer unavailable

31. Do you have an EPCR provider and, if so, which provider?
    A. Answer unavailable

32. Do you have a collection agency provider and, if so, which provider?
    A. Answer unavailable

33. Which local hospitals or care facilities typically receive most of your patients?
    A. The OCFA medic on-scene makes the patient destination selection

REMINDER:

Proposals Due Wednesday, June 30, 2021, before 11:00 AM PDT

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A) COVER LETTER

In reply to: City of Buena Park Request for Proposals for Emergency Ambulance and Patient Billing Services - RFP No. CM 21-01

City of Buena Park / City Clerk
Attention: RFP CM 21-01
6650 Beach Boulevard
Buena Park, California

Dear Mr. Averell and Evaluation Panel Members:

Emergency Ambulance Service, Inc. ("EAS") is pleased to present our response to your Request for Proposal ("RFP") for Emergency Ambulance and Patient Billing Services for the City of Buena Park ("City").

EAS has been serving Orange County residents with professional ambulance services since 1977 and holds the distinction of being the longest serving private 9-1-1 provider in the County, with over 42 years of experience providing emergency ambulance transport services for cities and their fire departments. We are proud to be the incumbent provider of services for the cities of Brea, Placentia, and Yorba Linda.

On behalf of the team at EAS, it is an honor to participate in this process and it would be an even greater honor to be selected to serve the City and its citizens.

Listed below is the specific information requested for this section:

- We have thoroughly reviewed all the elements of the RFP and Exhibit A – "Statement of Work" and understand them.
- EAS is well qualified to serve the City. We meet your prerequisites of:
  - ☑ Having experience under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services ("Services") ("Exhibit A").
  - ☑ Having a minimum of five (5) years of experience as a contracted primary provider of 9-1-1 emergency ambulance services to a city, county, or fire district with a minimum call volume similar to City of Buena Park. (Approximately 12 service calls daily).
  - ☑ Having not filed for bankruptcy under any business name over the past five (5) years.
  - ☑ Being licensed by the Orange County Emergency Medical Services Agency (OCEMSA) to provide emergency ground ambulance services.
  - ☑ Having provided a minimum of (4) verifiable references of projects with similar scope and size.
- We are willing to enter a contract under the terms and conditions prescribed in the RFP.
- The following persons are authorized to serve as contacts and make representations on behalf of EAS to the City with regards to our proposal, the RFP Process, the Contract Documents, and the administration of any resulting contract. They can be contacted as listed below.

Philip E. Davis, President/CEO
3200 E. Birch Street, Suite "A"
Brea, CA 92821-6258
Tele: 714-990-1742
Fax: 714-792-3650
phildavis@emergencyambulance.com

Charles "Chad" A. Druten, Jr., COO
3200 E. Birch Street, Suite "A"
Brea, CA 92821-6258
Telephone: 714-990-1742
Fax: 714-792-3650
chaddruten@emergencyambulance.com

Beyond the required elements stated above, we want to provide you with some other information, which we consider relevant to the selection process:

- For nearly 43 years, we have worked to create unique and effective partnerships in the communities that we serve. We have done this with an outstanding team of dedicated professionals who have always made the health and safety of the citizens their highest priority. If you choose EAS, you will be calling a company with employees that have a vast amount of experience not only in EMS, but also in business, hospital healthcare, customer service, insurance, quality control, and education. Some of the personnel at EAS have been directly involved in the ambulance industry or a related field for over 50 years.
- EAS employs some of the finest EMT's, communications dispatchers, clerical workers, support personnel, supervisors, and managers in the area and has invested greatly in their professional growth and development to the direct benefit of the community. We recognize the importance of the people who work for us. Consequently, our company strives to provide employees with a good working environment and opportunities to better themselves and their position.
- EAS believes that being a community partner is almost as important as providing the highest quality patient care. Community Involvement at our company means being an active participant in local organizations, attending and often leading community events and aggressively pursuing a local public safety educational campaign. At our company, we realize that a community is not just where we live and do business, but also whom we touch. Ours is a familiar face around Orange County, where we have touched thousands of lives. Many companies provide ambulance service. One of the things that sets EAS apart from them is our Community Involvement. In the areas we service we participate in special events, charitable causes, and local leadership activities. Our management team members are encouraged to participate in service organizations and to serve on community-oriented boards and commissions. Our relations and community involvement makes our bonds stronger and our contribution real.
- EAS maintains a national accreditation from the Commission on Accreditation of Ambulance Services (CAAS). CAAS provides a benchmark of excellence for ambulance services. Accreditation by the Commission signifies that an ambulance service has met the "gold standard" determined by the ambulance industry to be essential in a modern emergency medical service's provider. The standards set by CAAS exceed most of those established by state or local regulation and our company feels privileged to be one of 193 ambulance organizations, both public and private, to have received such an accreditation. Accreditation is important; because assures your citizens that our service has met the Commission's high standard for quality patient care. It also assures you that we have undergone scrutiny by an independent review process. You can also rest assured that our company provides quality service in accordance with nationally accepted standards.

- In-service training is a beneficial activity at EAS. We not only take care of our own, but we generously provide quality continuing education for caregivers across the spectrum. Members of the medical community and private citizens have benefited from numerous courses offered in conjunction with the American Heart Association over the years at EAS. In-service training at EAS is a corporate passion. Our Medical Director, Prehospital Education Director, and others apply a wealth of experience and knowledge to the curricula and methodology of our training.
- EAS utilizes advanced technology in all areas - from the equipment we use in the field to our computer-aided dispatch and billing system. We integrate this technology with the human side of patient care. We go to great lengths to further our position to not only stay on the cutting edge of patient care and transport, but to develop it. Recent equipment upgrades at EAS included the purchase of Mobile CAD In-Dash Vehicle Computers, automatic vehicle locators, wireless hotspots, automated vehicle event recorders, powered ambulance cots, stair chairs, handheld radios, Automated External Cardiac Compression Devices, and next generation 800 MHz radios for our ambulances. Additional upgrades are planned, including scheduled deliveries of new ambulances.
- Please take special note of our Response Time Performance. We have applied our plans locally for over 40 years and know they work. More importantly, your partner, the OCFA knows that our system works. You are welcome to evaluate our excellent record of response time performance and learn how we continually refine our response time performance to meet the demands in the cities we contract with. Please look at our stellar response time performance posted by the County of Orange Health Care Agency at https://www.ochealthinfo.com/ems/performance#apsreport.
- Patient care is the single most important thing we do … and that we strive to provide excellent medical service and transportation in a prompt, professional and safe manner using yesterday's values and today's capabilities. Quality patient care is the foundation of our business. We realize that our patients are the only reason we exist, and we feel they deserve no less than the absolute best we have to give. We will give them our absolute best if awarded the contract to serve the City.

We are confident that we can provide your community with exceptional Emergency Ambulance and Patient Billing Services. We look forward to your consideration of our proposal as well as any questions you may have regarding any of the material enclosed therein. Please do not hesitate to call us to obtain any desired assistance.

If you have, any questions whatsoever please feel free to contact me at (714) 990-1742.

Sincerely,



Charles "Chad" A. Druten, Jr.
Chief Operating Officer
Emergency Ambulance Service, Inc.

B) BACKGROUND AND SUMMARY

EAS recognizes Buena Park's obligation and right to provide emergency medical services and ambulance transportation for its citizens.

We also recognize and agree that the City holds administrative and operational authority over the provision of advance life support and emergency ambulance service within its jurisdiction, that it is committed to providing and maintaining the highest levels of emergency response service to the public, that it works in conjunction with the OCFA, and that it considers the provision of emergency ambulance transportation to be a critical part of the City's continuing effort to achieve the objective of providing and maintaining high levels of service.

Considering the preceding we stand ready to support the City as a partner delivering the emergency ambulance and patient billing services described in the RFP.

We appreciate the City's desire to advocate on behalf of its citizens, by working collaboratively with a private ambulance provider to achieve exceptional emergency response services for the public.

We have a long history of working with local government to provide 911 emergency ambulance service and we would very much appreciate the opportunity to work with the City of Buena Park.

Our proposal presents to the City, a provider that has the experience, resources, capability, and willingness to provide the greatest value.

With humble regard for those that review this proposal, we submit evidence that EAS has made extraordinary efforts to serve local government since 1977. Our company's long history demonstrates a deliberate and stable growth, an investment in the communities in which it serves and along with a great deal of tenacity during periods of extreme market challenge, the solid base to ensure that these qualities remain resolute in the future.

We stand ready to deliver service with a Dedicated Primary Ambulance, a Secondary Ambulance, and other resources for surge capacity.

EMERGENCY AMBULANCE SERVICE HIGHLIGHTS

- Founded in 1977
- Family Owned & Operated
- CAAS Accredited
- Image Trend ePCR
- First Watch situational awareness dashboard
- Comprehensive training and CE program
- Fleet maintenance by dealer or authorized shops
- Heighly experienced management team
- In-house billing office
- Orange County based
- New ambulances
- Powered ambulance gurneys
- Community Partner
- Modern Fleet
- Longest serving private 9-1-1 provider in Orange County

C) STATEMENT OF UNDERSTANDING AND APPROACH

Methods of Approach to Scope of Work

EAS understands the Scope of Work ("SOW") as defined in "Attachment A," and agrees to provide BLS Emergency Ambulance Transportation Services and associated medical billing, for the City in accordance with the requirements specified in it.

A. General Requirements

1. Performance Expectations

As required in the SOW, EAS will agree to perform all contractual services in accordance with both the letter and spirit of all requirements, conditions, specifications, expectations, and other parameters outlined in any subsequent contract, to the complete satisfaction of the City. Our Company has a proven history of delivering emergency ambulance transportation services to our municipal clients in accordance with the spirit and letter of every requirement outlined. All statements made or actions taken by EAS in the execution of any of its contractual obligations are always done in a prudent, professional, and courteous manner that supports and/or advances not only our company but also the OCEMSA mission of optimizing patient outcome by providing superior quality patient care with proficiency and compassion. Most important, EAS's decision making, and conduct is always be guided by and reflects only the highest ethical standards, comport with the principles of fairness and equal justice, and demonstrating respect and dignity for all human beings.

2. Contract Performance Costs

EAS understands that unless otherwise indicated, all expenses necessary to meet RFP/contract requirements and/or perform contractual services and obligations will have to be paid by EAS.

3. Contract Performance Standards

EAS will ensure that all facilities, properties, vehicles, material, and documents/records used or available for use in the performance of any contractual services and/or in the execution of contractual obligations will be in good condition, fully functional, and maintained in a clean, orderly, and organized manner.

4. Inter-Agency Communications

To foster teamwork and efficiency, EAS will ensure that there will be an outstanding working relationship and excellent communications between our company and all agencies and agency liaisons. As required, EAS is appointing one person as its official liaison to the City who will serve as our company's primary contact and interface, and whose office is in Orange County, and as close to Buena Park as practical. That individual is:

Charles "Chad" A. Druten, Jr.
Chief Operating Officer
Telephone: 714-990-1742
Email: chaddruten@emergencyambulance.com

5. Field Supervisor

EAS will ensure that on a 24-hour basis there will be a Field Supervisor stationed within Buena Park or at another location within Orange County as close to Buena Park as practical, who is immediately available by mobile phone and/or 800 MHz radio to fire personnel. The Field Supervisor will be capable of responding to any incident within 20 minutes of being requested. All EAS Field Supervisors are qualified and capable of implementing and operating within the Incident Command System including the County Disaster Medical Response (DMR) plan as well as all other OCEMS protocols.

6. Legal Compliance

EAS will ensure that its ambulance personnel have sufficient understanding of, and are always in compliance with, all applicable federal, state, local EMS laws, including, but not limited to 1) the California Health & Safety Code, Division 2.5; 2) the California Code of Regulations, Title 22, Division 9, Chapter 2; and 3) the California Vehicle Code. Our company's policies and procedures are aligned with the law, and we have a compliance program in place.

7. Protocols Compliance

EAS will ensure that its ambulance personnel understand and comply with all OCEMS and OCFA policies, procedures, and protocols. EAS will make sure that EMTs and other staff working for our company, will immediately and courteously notify the City and/or OFCA of any conflicting protocol in order to reconcile any inconsistency, contradiction, and/or ambiguity.

8. OCEMS ePCR Compliance

EAS fully implemented the Image Trend/OC-MEDS system and began using its ePCR equipment in daily field use in April 2014. We are already fully compliant, capable of accepting the transmission of electronic patient care records via OCEMS' OC-MEDS ePCR application providing a 24/7 wireless data connection for the transfer of Patient care information between field personnel and remote OC- MEDS users.

9. Time Standards

We are keenly aware, that second to patient care, the most critical measure of a transport provider's performance is their response times. Accordingly, we will strive to exceed the response time standards that are detailed within the RFP. EAS is 100% compliant in our existing contract areas and we expect to be able to do the same in Buena Park. As stated previously in our proposal "look at our stellar response time performance posted by the County of Orange Health Care Agency at https://www.ochealthinfo.com/ems/performance#apsreport."

10. Equality of Care

EAS will provide all services defined in the SOW without regard to the patient's national origin, ethnicity, color, religion, sexual orientation, gender, age, insurance status, or ability/inability to pay. We understand that any violation of City polices covering equality of care would constitute major violation and would be deemed a major breach and grounds for immediate contract termination.

11. Continuing Education

EAS offers extensive in-house and virtual continuing education to insure that licensed and certified personnel have ample opportunity to meet or exceed their bi-annual credentialing requirements. We will work in partnership with the OCFA to offer any CE programs they feel would be beneficial.

12. Training with OCFA

EAS will allow Primary and Secondary Unit personnel, and for that matter, any member of field employee to participate in OCFA EMS training and skill review when invited to do so. Our longstanding practice has been to allow EMT's assigned to the cities we serve to participate in fire department sponsored educational programs and training activities, including emergency response joint training exercises aimed at improving the capability and coordination of both the fire departments and EAS's response to a given emergency or disaster.

13. Pilot Programs/Research Projects

EAS agrees to participate in all OCEMS-approved pilot programs or research projects as requested by City and OCFA. We understand that our participation shall entail no additional cost to the City and further agree that services provided under pilot programs or research projects will be in addition to the other services described in the RFP.

14. Comprehensive & Responsive Proposal

EAS's proposal demonstrates that we meet or exceed all the requirements outlined in the RFP.

15. Incorporation by Reference

EAS understands and agrees that this proposal will be retained and will be incorporated, referenced, and made part of any final agreement with the City.

B. Ambulance Services

1. General

EAS understands that if we are successful in this procurement, we will be responsible for all BLS Ground Ambulance needs within the City boundaries. Therefore, at a minimum we will always provide one (1) primary/dedicated BLS ambulance staffed with two (2) EMTs within the City and one (1) secondary ambulance and crew also stationed within the City and available 24 hours a day, seven days a week, 365 days per year.

2. Special Events

We understand that Buena Park sometimes utilizes its contractors' ambulances for non-emergency, non-paid purposes that will normally be scheduled in advance. As required EAS will provide back-up ambulances to cover periods when the Primary Ambulance is dedicated to one of these events.

3. EMT Eligibility & Selection Criteria

EAS is known for assigning highly qualified EMTs to our public service contracts. In selecting personnel for permanent assignment on a dedicated unit, shifts go out to bid and are awarded based upon a number of factors, including an employee's skill, ability, suitability for the position, his or behavior and

verification that he/she meets minimum standards. In evaluating these factors, we attempt to take a 'whole person' approach to the process. No singular standard is used in deciding who will get the shift. However, preferred qualifications like graduation from a CA State Certified Academy or other relevant training are considered. If the above factors are equal, then the assignment would be awarded based on classification seniority, which is time as an EMT with EAS.

After receiving an assignment and if required, a candidate must complete any contract special training prior to being assigned to a shift and if an EMT does not meet standards identified by our public safety partners they are provided additional training, coached and if necessary, removed from the assignment.

a) Staffing Principles

EAS will take all necessary steps, and make all reasonable efforts, to ensure that the EMTs assigned to work on the Primary Unit and Secondary Unit are well qualified, sufficiently experienced, proven reliable and responsible, and who possess the interpersonal characteristics and skills necessary for them to function effectively as part of the OCFA team.

4. Credentials Tracking & Renewal

All Company EMTs will be licensed, accredited, and credentialed to practice within the State of California and County of Orange and shall maintain evidence of current/valid licenses and/or certifications. EAS uses ESO's eCore Scheduler software to track employee credentials. ePro Scheduler offers a variety of capabilities for Certification Tracking including, certification tracking, employee certification submission, certification to a role assignment, built-in warnings, limitations that prevent scheduling employee with lapsed certifications and supervisor approvals.

5. Cognitive & Psychomotor Proficiency

Psychomotor learning is defined as the relationship between cognitive functions and physical movement and is demonstrated by physical skills such as movement, coordination, manipulation, dexterity, strength, and actions which demonstrate fine or gross motor skills. Accordingly, EAS provides hands on training for ambulance vehicle and equipment utilization that includes both motor and psychological components. This training takes place in the classroom and field and is part of our New Employee Orientation (NEO) and ongoing training.

6. General Employment Policies

a) Employee Wellness & Personnel Assistance Programs and/or Resources

EAS cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. Accordingly, EAS provides confidential access to professional counseling services for help in confronting such personal problems through the American Ambulance Association (AAA) Counselor Match Program. The program is available to all team members, and it offers problem assessment and referrals to appropriate community and private services. It is strictly confidential and is designed to safeguard an employee's privacy and rights.

b) Criminal Background Check

EAS complies with state EMS Authority and OCEMS criminal history check requirements and conducts an extensive background check during the pre-employment post offer screening. Upon hire each EMT receives a Background Check through the Nationwide Criminal Database; and is also screened through the Fraud and Abuse Control Information Systems (FACIS®) database to ensure they are not excluded from any government or healthcare contracts. In addtion, employment references are checked by our contracted background investigation firm along with license/certification verifications and driving history.

c) Physical Fitness Testing & Training

Candidates for EMT positions must meet stringent physical standards developed for their position. Accordingly, applicants applying for EMT positions at EAS are administered and must pass a post offer job specific physical fitness examination which determines whether that candidate can perform essential functions of the job, with or without a reasonable accommodation, without posing a direct threat to the health or safety of the applicant, other persons with whom he/she will be working, or patients undergoing care and/or transport by the company. The test, which is directly derived from the job functions that EMT's must perform when lifting and moving a 200-pound patient. It is administered under the direct supervision of a physical therapist using specialized equipment and is an accurate simulation of the flexibility, strength and endurance required to work on an ambulance.

d) Medical Examination/Health Screening

All Company EMTs must successfully pass a pre-employment/post offer DOT physical examination and a DOT qualified SAMHSA/NIDA drug and alcohol screen without any limitations. They also must pass a DOT physical examination on a biannual basis.

e) OCEMS Protocols

All ambulance personnel employed by EAS are sufficiently knowledgeable and proficient in all applicable OCEMS protocols. Company EMTs receive instruction in the protocols during their New Employee Orientation (NEO) and refresher training during their employment. Additionally, as new policies are released employees provided with updated training.

f) Driver History

EAS meets the City's standard in that we require all ambulance driver candidates in our employ to submit a current California DMV Driving Record Report prior to employment. We also utilize the California Department of Motor Vehicles Employer's Pull Notice (EPN) Program for all ambulance personnel in our employ.

g) Driver Training Program

EAS maintains an initial, ongoing, and annual evaluations process to establish driver proficiency for ambulance personnel who are assigned the responsibility of operating our emergency vehicles. One hundred percent (100%) of our driver's must meet our internal standards of having participated in an in-house National Safety Council Approved Coaching the Emergency Vehicle Operator (CEVO™) 4: Ambulance™ course and an online Emergency Vehicle Operations course through 24-7ems.com. The

combination of the two exceeds industry standards, incorporating a total of 56 hours of classroom and specialized behind-the-wheel training.

After this initial training driver-training program employees are expected to take refresher Emergency Vehicle Operations training on an annual basis.

h) Vehicle & Equipment Familiarity

EAS's New Employee Orientation Program (NEO) guarantees that EMTs who staff our ambulances are completely familiar with all aspects of emergency vehicle operation and the location of and use of all on-board equipment and supplies, including, but not limited to radio(s), in-dash multi-function touchscreen computers, powered ambulance cots, AEDs, automatic chest compression devices, stair chairs, etc.

i) Recruitment & Retention

Recruitment

EAS is an equal opportunity employer and makes employment decisions based on merit, because we want to have the best available persons in every job.

We conduct ongoing recruit throughout the area through job fairs, personal references, referrals, on our website, and by advertising on internet-based job sites to attract a diverse pool of qualified applicants. Ride-along programs with EMT schools and fire academies also provide opportunities for recruitment. Additionally, EAS encourages existing employees to refer qualified candidates to the company. Should EAS be selected for a contract, local, incumbent staff will be recruited on to ensure the highest possible delivery of quality prehospital care, which is a commitment to save local jobs. We would also give consideration for any job openings to qualified City residents and persons returning from military service.

Retention

EMT retention is one of the biggest concerns for any ambulance provider, as high turnover rates plague the entire healthcare industry. With that in mind we are very much focused on employee retention. Employee retention at EAS begins with a competitive compensation and benefits package, good working conditions, and employee enhancement and satisfaction tools. Beyond this we have identified several areas to invest in and focus on to improve the success of and retention rates of new EMTs:

- Fit with our organization - We work to enhance the identification of applicants that would be a better fit for our organization and are considering implementing a Culture Index (CI) Tool Survey, or similar tool to help us identify applicants who would be the best fit for our organization.
- Preceptor Enhancement - We have enhanced preceptor development. For a new employee to be successful and to motivate them to stay it is imperative that a company has a quality preceptor training and development program in place. We have made the FTO (preceptor) position a pathway to employment as a supervisor.
- Orientation Program - We have improved quality of our orientation program in order improve the overall success of the attendees. This includes ensuring new EMTs spend an adequate length of

time in training prior to their being put out in the field and limiting the assignment of new EMTs to fewer preceptors during orientation.

- Generation X – We are doing more to establish a workplace conducive to new employee's generational values, including scheduling that allows for better work/life balance, and increased employee involvement in the work experience.
- Community – We have created a Community with our employees. The feeling of community in the workplace, which creates a sense of commitment and belonging

j) Primary Unit Training

All employees regularly assigned to the City of Buena Park, may participate in orientation training provided by the OCFA The Contractor shall bear all employee costs associated with this training requirement.

7. Uniforms & Personal Protective Equipment

a) Uniforms

EAS EMTs will wear uniforms that are selected and provided by EAS. The current uniform, which is accepted by the OCFA in our other operational areas consists of white shirts and navy-blue pants and jackets.

b) Personal Protective Equipment (PPE)

EAS will ensure that all EMTs have appropriate PPE that meets national safety standards for EMS personnel, to include a helmet, reflective vest, EMS jacket, leather gloves, eye protection, and ear/hearing protection. Every ambulance utilized by EAS carries the above equipment.

c) Portable 800 MHz Radios

EAS currently provides 800 MHz portable radios for its dedicated crews and will continue to be responsible for and bear all costs regarding the provision of portable OCEMS-system compatible 800 MHz radios for each on-duty EMT to enable them to communicate with OCFA personnel for safety and operational reasons.

d) Costs

EAS currently bears all uniform and PPE related costs for its EMTs. Before commencement of any resulting contract, EAS will meet with the OCFA to mutually agree on the specific brand/model/type of PPE to be used.

8. EMT Appearance & Behavior

a) City/OCFA Policies/Procedures

EAS will work collaboratively with the OCFA and City to ensure that our EMTs assigned to work in Buena Park receive training on and adhere to all relevant City OCFA policies/procedures regarding appearance and behavior.

b) General Appearance

EAS will ensure that its EMTs will always look and act in a professional manner to instill confidence in the citizens they serve, and to preserve the reputation of the City of Buena Park, the OCFA, EAS and the Fire Service/EMS profession generally. Professional conduct standards detailing our customer service philosophy, standards for dress and personal hygiene are coved in our New Employee Orientation (NEO) Program. EAS also maintains specific written policies and procedures concerning professional conduct and appearance.

c) Grooming & Hygiene

EMTs will be clean and well-groomed while on-duty or otherwise representing the City and our company and will be expected to exercise good personal hygiene habits in accordance with City/OCFA policies, procedures, and standards and EAS policy.

d) Mental Alertness

EMTs will report for duty well rested, alert, and not under the influence of any substance, legal or illegal, that may impair their judgment and/or performance. This will be accomplished as follows:

First, EAS will ensure that are well rested. We are aware that fatigue is the biggest risk to the personal safety of our EMT's and knows that employees must be adequately rested to provide quality patient care and safely drive ambulances. To prevent fatigue, we follow our policies outlining scheduling, meal and rest periods, sleep time, shift trades and mandatory overtime, and we also empower our supervisors to remove crews from service if they feel they appear fatigued or in need of a rest period.

Secondly, in compliance with the Drug-Free Workplace Act, EAS will commit to providing a safe, quality-oriented, and productive work environment consistent with the standards of the communities in which we operate. Our internal policies are strict, and our employee are subject to pre-employment, for cause, post-accident, and random drug testing to ensure compliance. We have a zero-tolerance policy on drugs or alcohol in the workplace.

e) Physical Fitness

EMTs will keep themselves at a level of physical fitness sufficient to ensure they can perform all the physical functions expected of an EMT. Maintenance of physical condition is considered a job qualification. Our post offer physical fitness examination is described in a previous section. EMTs must take and pass the same examination if their work performance reasonably indicates that they no longer can perform essential functions of the job, with or without a reasonable accommodation, or that they pose a direct threat to the health or safety of themselves, their fellow employees or patients undergoing care and/or transport by EAS.

f) Conduct

EMTs shall always act in a safe, professional, and courteous manner in accordance with EAS's policies and procedures.

g) Advocacy

EMTs employed by EAS are expected to always act in the best interests of the cities and patients they serve. Buena Park-OCEMS system and the patients who depend on us.

9. Facilities

a) Ambulance Station / Crew Quarters

EAS proposes two locations in the City of Buena Park. One will house the required Primary Unit and the second will house the secondary unit.

PROPOSED FACILITIES		
FACILITY	ADDRESS	DESCRIPTION
Station 5 – Buena Park Crew Rest Facility	7930 Beach Blvd. Buena Park, CA	EAS is proposing to position the Primary Unit at this location. It is the same location used by the incumbent provider. The building is a hotel adjacent to Knott's Berry Farm. It gives excellent access North/South on Beach Blvd. and East/West on La Palma and is centrally located in the City. We would operate from a room or rooms in the building which would include appropriate amenities and rest facilities for up to 2 persons assigned on 24-hour shifts. A sitting area with desk, sleeping area, restrooms with shower, kitchenette, and sufficient secured parking for 2 employee vehicles and our ambulance is available.
Station 6 – Buena Park Crew Rest Facility	7039 Orangethorpe Ave. Buena Park, CA	EAS is proposing to position the Secondary Unit at this location. It is the same one used by the incumbent provider. The building is a hotel north of the 91 Freeway. It gives excellent access East/West on Orangethorpe and North/South on Knott. It is located closest to the residential areas of the City and would allow us to easily meet response time requirements. We would operate from a room or rooms in the building which would include appropriate amenities and rest facilities for up to 2 persons assigned on 24-hour shifts. A sitting area with desk, sleeping area, restrooms with shower, kitchenette, and sufficient secured parking for 2 employee vehicles and our ambulance is available.

b) Primary Unit Housing

As detailed above, EAS's Primary Unit will be housed and shall respond from within the City limits of Buena Park, 24 hours a day. We have verified that the facility selected can provide legal sleeping quarters and restroom facilities and that it complies with all applicable local ordinances and codes.

10. Operations

a) Dispatch

EAS maintains a fully functioning dispatch center (and a backup location).

In accordance with the RFP, the center is staffed 24 hours a day by qualified personnel, uses an Automatic Vehicle Location (AVL) system to track ambulances, has true Computer Aided Dispatch (CAD) to CAD program to record the actions of the ambulances, has Orange County Countywide Coordinated Communications System (CCCS) compatible 800 MHz radios capable of communicating on all primary and tactical channels utilized by the OCFA, and is fully functional within the City Boundaries.

Additional information regarding the center can be found in SECTION E – "EQUIPMENT AND FACILITIES"

b) Incident Command & Patient Authority

EAS's EMTs receive extensive ICS training to ensure they are trained and prepared to assume their respective roles and responsibilities during a multi-casualty incident (MCI) in accordance with the County's MCI plan, ICS, and SEMS. We agree that OCFA personnel (particularly paramedics) are responsible for patient care and have authority to make assessment, treatment, and/or transport decision. Accordingly, our EMTs will work under the direction of the OCFA Captain/Incident Commander and/or the Paramedics in charge of the patient and/or incident and their actions will be in support of, and consistent with, OCFA efforts, and will be responded to in a positive and affirmative manner.

c) Time Standards

EAS understands that the Primary Unit time standards must be met at a compliance rate of at least 95% per quarter and that monetary penalties may be applied for non-compliance.

As stated previously, "we are keenly aware, that second to patient care, the most critical measure of a transport provider's performance is their response times. Accordingly, we will strive to exceed the response time standards that are detailed within the RFP."

11. Vehicle Specifications

a) Primary Unit

EAS agrees to provide one (1) Primary Ambulance, which will be permanently assigned within the City Boundaries. This unit will bear visible markings designating it as "Proudly Serving the City of Buena Park," and will have a Mobile Data Computer (MDC) function that seamlessly interfaces with the CAD system used by the OCFA.

b) Unit Specifications

EAS will provide a Primary Unit, which shall be a new Type III (modular) ambulance that meets the current safety standards of the Commission on the Accreditation of Ambulance Services (CAAS). Please refer to Section E – "EQUIPMENT AND FACILITIES" for details.

12. Primary Unit Minimum Required Equipment / Supplies / Inventory

a) On-Board 800 MHz Radio

EAS agrees that each ambulance dedicated or primarily used for fire department responses will be equipped with an on-board 800 MHz radio.

b) On-Board VHF Radio

EAS agrees that the Primary Unit ambulance shall be equipped with an on-board VHF radio capable of receiving and transmitting on OCFire and OCAccess.

c) Automatic Vehicle Locator (AVL) System

EAS currently uses an Atlas Labs Smart fleet management software which includes vehicle Wi-Fi hotspots, in-dash Mobile Dispatch Computers (MDC), and GPS/AVL Tracking in every ambulance in our fleet. This system is integrated with our Zoll Rescue Net CAD. EAS further agrees that the Primary Unit will be equipped with AVL hardware and software / GPS system that interfaces with OCFA.

d) Medical Equipment & Supplies Inventory

EAS pledges to outfit each of its ambulances with state-of-the-art medical equipment and supplies and affirms that it will meet or exceed the requirements and standards related to on-board equipment and supplies contained in the California Code of Regulations; California Health and Safety Code (Titles 13 and 22); California Highway Patrol Ambulance Driver's Handbook; California Vehicle Code; and the BLS equipment and supply standards and protocols established by the OCEMS Medical Director.

e) Powered Gurney

EAS agrees to provide powered ambulance gurneys at no cost to the City. Currently, all ambulances in EAS's fleet are equipped with powered ambulance cots.

f) Standardized Inventory

EAS's Primary, Secondary and Surge (Backup) ambulances are standardized. Each carries an identical inventory. That said, we will collaborate with the City and OCFA to carry any special equipment or supplies requested on the Primary and Secondary units.

g) Ambulance Supplies Restock System

EAS maintains a centralized supply storeroom at our headquarters and keeps extra expendable medical supply inventory there. Sufficient Inventory is on hand to keep our ambulances stocked and operational during any given period. In addition, additional supplies, as well as Durable/Biomedical equipment resources are maintained for disaster response. The Primary and Secondary units assigned to Buena Park will be resupplied by field supervisors. Backup units will be restocked at out headquarters or will be resupplied in the field.

h) Decontamination

EAS will ensure that ambulances used to fulfill the requirements of this contract will not have to leave the City to perform decontamination.

i) Secondary Unit

EAS will agree to provide a Secondary Unit to respond to calls while the Primary Unit is unavailable for any reason. As with the Primary Ambulance, it too will be permanently assigned within the City Boundaries. This unit will be a new Type III (modular) ambulance that meets the current safety standards of the Commission on the Accreditation of Ambulance Services (CAAS). Furthermore, we will ensure it meets the requirements of Item B - Section 11.

j) Time Standards

Again, EAS understands that the time standards must be met at a compliance rate of at least 95% per quarter and that monetary penalties may be applied for non-compliance.

As stated previously, "we are keenly aware, that second to patient care, the most critical measure of a transport provider's performance is their response times. Accordingly, we will strive to exceed the response time standards that are detailed within the RFP."

13. Maintenance & Repair

EAS understands that it shall be responsible and bear all costs for all routine preventive maintenance and repairs of ambulances, that we must adhere to our maintenance and maintenance records plan during the contract period and that a disruption in service due to non-compliance with the maintenance plan will be considered a major breach and grounds for immediate contract termination.

a) Maintenance Plan

Maintenance Plan Described

We understand that only second to our employees, the vehicles we use every day are the greatest assets we have. Understanding the role they play in our daily operations; our ambulances are kept in excellent condition. This includes all aspects of their mechanical systems, safety systems, interiors, and exteriors.

We recognize that clean, dependable, well-maintained vehicles, which function at peak capacity, are paramount for patient care and safety, for EAS's crews, other responders, and the public. Indispensable to any company employing the use of vehicles, the ambulance industry not being an exception, is a comprehensive maintenance program. EAS has such a program. Our overall program of vehicle maintenance meets or exceeds that required by CAAS, OCEMS, and the CHP and is consistent with the Scheduled Maintenance Guide provided by the vehicle manufacturer.

Maintenance practices are as follows:

1. Upon receipt of new ambulance we thoroughly inspect it to assure that our purchase specifications have been met.
2. Each day, before operation, our ambulances undergo daily maintenance, which includes, but is not limited to, checking of tire pressure and condition, coolant, oil, fuel levels, electrical system condition, and cleanliness of the driver, passenger, and patient compartments.

3. To assure the proper performance of all vehicles and equipment; preventative maintenance is conducted on a regularly scheduled basis. Preventative maintenance is planned as specified by the manufacturer or as required by law. The maintenance intervals employed by EAS frequently exceed manufacturer and industry maintenance standards.
4. Immediate Repairs are conducted on a case-by-case basis, as situations may arise. An ambulance crew initiates such repairs by providing their supervisor or the operations manager with a written request.

To assure the proper performance of all vehicles and equipment; preventative maintenance is conducted on a regularly scheduled basis. Preventative maintenance is planned as specified by the manufacturer or as required by law. The maintenance intervals employed by EAS frequently exceed manufacturer and industry maintenance standards

Vehicle Maintenance - Our ambulances are a critical component of our service. They must be up-to-date, and they must always be in good repair. To be sure that our ambulances are always ready to serve the community, EAS has placed a very high emphasis on aggressive vehicle maintenance. All our vehicles are maintained in good working order consistent with the manufacturer's specifications for commercial vehicles and CAAS Standard 203.02.01. Service is provided for each vehicle in the company fleet at contracted repair facilities. EAS uses "Local Authorized Specialty Garages" and "Authorized Dealers" employing qualified service technicians to assure that compliance is met with original equipment manufacturers maintenance requirements. The specialty garages are carefully selected to make sure the highest quality of parts and labor are obtained. All the vendors that we use are aware of the responsibility for patient care and safety and the priority of quick service.

EAS utilizes a two-pronged approach for fleet maintenance. First, routine minor repairs such as oil changes, tire rotation, and brake inspection and service are performed locally by select ASE certified Local Authorized Specialty Garages. These vendors carry out these routine services as prescribed by the Manager/Supervisor assigned to fleet maintenance. All services/repairs will be incorporated into ePro Fleet, our comprehensive fleet management program for records.

Second, EAS uses Authorized Dealers for specific repairs and more detailed preventive maintenance. We have opted for dealer service in these cases for the following reasons:

1. With each new vehicle we purchase an Extended Service Plan in order eliminate the variability associated with servicing it. The plan, which goes to 150,000 miles offers a reduction in our operating expenses and budget life cycle expenses and is used as a comprehensive cost management tool for our fleet. It covers essential components including the Engine, Transmission, Drive Axle(s), Steering, Brakes, Suspension, Electrical, Air Conditioning and Heating. In addition, most importantly, it is backed by Ford and honored at Ford dealerships throughout the area.
2. The dealer's offer us dedicated commercial service writers, online part identification and ordering of Genuine Parts designed to fit our vehicles, Service Departments with factory-trained technicians who have experience with emergency fleets and who understand the importance of keeping our vehicles on the road.

This two-pronged approach provides quality, cost effective repairs and service with minimal downtime.

Name(s) and Location(s) of Maintenance Facility(s) - Listed below are the primary automotive repair vendors utilized by EAS. We maintain relationships with these facilities to minimize the downtime necessary to complete needed service and repairs by reducing the travel distance.

Maintenance Facilities	
Fairway Ford 1350 E Yorba Linda Blvd. Placentia, CA 92870 877-374-2707	So, Cal Tire & Service 583 E. Imperial Highway Brea, CA 92821 714-529-2000

14. Vehicle Replacement

a) General Replacement Policy

EAS agrees that whenever the Primary or Secondary Ambulance must be taken out of service for any reason (including mechanical failure and scheduled preventive maintenance) and for any length of time (temporarily or permanently), we will ensure that a replacement ambulance is immediately provided that meets the same requirements/specifications.

EAS reserve ambulances designated for use in Buena Park are identified below.

The following list details the ambulances we are proposing for surge capacity.

Unit Number	Vehicle year, make and model			Vehicle ID Number (VIN)	License Plate	Mileage
22	2019	Ford	Modular (Type III)	IFDWE3FS7KDC06736	83404T2	52,147
24	2019	Ford	Modular (Type III)	1FDWE3FS2KDC03517	10001S2	64,653

15. Data Collection & Reporting

EAS agrees to track all relevant data from all ambulance responses initiated by OCFA. We also agree to prepare and submit a report (electronic/e-mail preferred) to CITY on a quarterly basis. Furthermore, we agree that before commencement of the contract period, we will meet with the City to discuss and agree on the reporting format and the specific information to be included. Each quarterly report shall include, but not necessarily be limited to, the following:

a) Individual Incident Data

(For each incident in a given 3-month period) Date, OCFA Incident Number, Ambulance Unit Number (indicate if another ambulance company was used), Alarm Time, En-route Time, On Scene Time, Scene Departure Time, At Hospital Time, Available Time, Alarm to n route Interval Time, En route to On Scene Interval Time.

b) Quarterly Incident Totals Data

(Which includes all incidents during a given 3-month period) – Dispatches, Responses Upgraded to Code 3, Responses Cancelled En route, Ambulance Crew First At Patient (prior to OCFA arrival), Dry Runs

(arrived on scene but no transport), Resident BLS Transports, Resident ALS Transports, Non-Resident BLS Transports, Non-Resident ALS Transports, Responses Meeting Alarm to En route Interval Time Standard, Responses Exceeding Alarm to En route Interval Time Standard, Responses Meeting En route to On Scene Interval Time Standard, Responses Exceeding En route to On Scene Interval Time Standard.

C. Surge Plan

1. Surge Capacity Defined

EAS understands that for purposes of the RFP and any subsequent Agreement, Surge Capacity is or will be defined as the maximum delivery of emergency ambulance response and transportation services that the OCEMS System is capable of providing when all of its available and potential resources are mobilized. EAS understands that it must have plans in place to handle routine foreseeable surge situations (e.g., during periods of heavy call volume, including isolated Multiple Casualty Incidents "MCI"), as well as larger scale sudden disaster situations or major Multiple Casualty Incidents affecting multiple EMS jurisdictions at the county or State levels.

2. Surge Plan

EAS is an Orange County licensed 9-1-1 provider with a fleet of 16 licensed units. We have excellent staffing resources, with nearly 80 employees on staff including over 60 active licensed or certified members. EAS responds to over 10,000 emergency calls on an annual basis, and we routinely respond to Mass Casualty Incidents, including ones outside of our operational area. In addition, we are a partner with the State of California, participating in a MOU for State Requested Ambulance Strike Team and Medical Task Force Deployments.

New EMTs receive comprehensive training in Incident Command and MCI Management and are required to be certified at the IS 100, 200 and 700 levels. They also receive training in HAZCOM and HAZMAT First Responder Awareness. In addition, EAS operations managers and field supervisors receive added training in ICS 300, ICS 400, IS 800, Terrorism Awareness, and take classes to qualify as an Ambulance Strike Team Leader.

3. Vehicle Specifications

All vehicles in EAS's fleet are capable of being used in our surge plan as they meet or exceed the requirements of the California Highway Patrol, the California Department of Motor Vehicles, the United States Department of Transportation, and the Orange County EMS Agency.

4. Minimum Required Equipment / Supplies / Inventory

a) On-Board 800 MHz Radio

All EAS ambulances used for surge capacity are or will be equipped with an on-board 800 MHz radio.

b) Medical Equipment & Supplies Inventory

All EAS vehicles used for surge coverage have medical equipment and supplies that complies with OCEMS protocols.

c) Ambulance Supplies Restock System

EAS understands that it will be responsible for, and pay all costs in furtherance of, ensuring that all surge ambulances are at all times equipped and supplied with the minimum required inventory. Please refer to the previous section which states "Backup units will be restocked at out headquarters or will be resupplied in the field."

5. Exclusivity Exception

EAS understand that if we are selected as the City's contractor, we will be the exclusive provider of all surge/backup emergency ambulance services for City except in exigent and extenuating circumstances when, in the sole discretion of OCFA personnel, it is in the patient's best interest to be transported by alternative means, which may include but is not limited to, another ambulance company or air ambulance.

D. Mutual Aid

EAS understands that if selected we must enter into an agreement with a separate organization that is licensed, qualified, and capable of providing emergency ambulance response and transportation services for situations when there are no Contractor ambulances available, and that the agreement between EAS and the separate organization must be approved by the City before it may commence.

a) Mutual Aid Plan/System

As an established 9-1-1 transport provider, EAS is capable of responding to emergency medical situations that may require more than the minimum number of assigned ambulances during any period of the day. At any given time, we have enough ambulances deployed throughout our operational area to cover our contracted cities and to ensure a timely response to calls for service. EAS rarely calls for mutual aid assistance, and we do not routinely rely on the services of other providers. However, we do recognize that the mutual aid system is essential to ensure a controlled response to large scale incidents and to provide coverage during times of unusually high demand. Accordingly, EAS maintains mutual aid relationships and provides "mutual aid" coverage through other experienced Orange County licensed ambulance providers for those rare occasions, when for some unforeseen reason our company does not have an ambulance unit available to respond or to respond in a proper response time.

EAS has previously entered into separate agreements for mutual aid for the provision of EMS emergency transportation services with the firms, listed below. We believe the arrangements meet or exceed the standards, requirements, and performance expectations set forth in the RFP.

Care, Doctor's, and Shoreline ambulance companies will provide us with Mutual Aid.

Care – Has office locations or operation in the cities of Anaheim, Cerritos, Cypress, Fullerton, and La Mirada, which are adjacent to Buena Park. The company also has other offices throughout Orange County including their headquarters in the City of Orange. Care has been in business since 1969, is CAAS Accredited and is a contractor for many government agencies. The company has Approximately 565 employees in Orange County and operates 133 licensed units.

Care's corporate offices are located at 1517 W. Braden Court, Orange, CA 92868. Contact: Bill Weston, Director of Operations, 714-288-3800.

Doctor's – Is a current 9-1-1 transport provider for the City of Laguna Beach and has office locations in the cities of Laguna Beach, Laguna Woods and Santa Ana. The company is owned by American Medical Response, which has locations in nearby LA County. They have been operating in Orange County since 1974 and are CAAS Accredited. Doctors has approximately 60 employees and operates 13 OCEMS licensed ambulances.

Doctor's Orange County headquarters are located at 23091 Terra Drive, Laguna Hills, California 92653. Contact: Ken Liebman, General Manager, 949-951-6600.

Shoreline – Has an office location in the City of Santa Ana. The company also maintains posts throughout Orange County and has a separate operation in LA County. They are a licensed Orange County EMS provider and former 9-1-1 contractor for the City of Westminster. Shoreline has approximately 100 employees working in LA and Orange counties and currently operates 4 OCEMS licensed vehicles. Shoreline's Orange County office is located at 3400 W. Warner Avenue, Suite H, Santa Ana, CA 92704. Contact: James Karras, Chief Operating Officer, 855-474-6735.

b) Mutual Aid Coordination

EAS understands that it shall be responsible for coordinating all mutual aid ground ambulance responses into the City.

E. Ground Ambulance Rates/Reimbursement

1. General - Maximum Rates

EAS understands that the maximum rates we may charge are the BLS Service rates as established by Orange County Board of Supervisors Resolution No. 17-094 and the $350.00 ALS Paramedic Assessment and Transportation Rate established by the City of Buena Park.

We acknowledge that if contracted to provide services we may not charge more than the prevailing County approved maximum BLS Service Rates or more than the $350.00 City of Buena Park Paramedic Assessment and Transportation Rate.

2. ALS Reimbursement Rate

EAS understands that it must pay to the City an ALS reimbursement rate for each call where the City provides ALS services to the patient.

a) Medi-Cal and Medicare Patients

For Medi-Cal and Medicare patients, the EAS shall pay the City the appropriate ALS-1 or ALS-2 reimbursement.

Note: Please be aware that Medi-Cal fails to Recognize Paramedic-level Care. Medi-Cal does not pay ALS-1 or ALS-2, only BLS, so on ALS pass through is possible.

3. Historical Call Data

EAS acknowledges the Historical Call Data provided by the City and understands the City can provide no warranty as to its accuracy and no guarantee as to future call volumes.

F. Billing Services

EAS will provide methods and synergy mechanisms of providing billing services for all pre-hospital services rendered to patients accessing the emergency 9-1-1 system.

1. BLS Service Rates

EAS acknowledges that the BLS Service rates are established by Orange County Board of Supervisors Resolution No. 17-094 and that rate set is collected by City's current Contractor and does not come back to the City.

2. Advanced Life Support (ALS)

EAS recognizes that the OCFA presently provides paramedic Advance Life Support services (ALS) for such service calls to residents and non-residents, and that City does not receive 100% reimbursement for such services. Accordingly, the EAS agrees that it will retain the ALS services fee and will reimburse City at least $350.00 per ALS call (*except for on transports or Medicare or Medi-Cal patients*) for its out-of-pocket expenses for such ALS services. We further acknowledge that the ALS service cost is to be increased in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.

3. First Responder Fee

We acknowledge that a separate First Responder Fee of $300 and is to be charged to all those who call 911 for emergency medical service, and that this fee is to collected by the Contractor on behalf of the City. Also, that the First Responder Fee is a City fee that does not have to be paid by those residents and businesses that subscribe to the City's subscription program.

4. Administrative Fee

EAS understands that in consideration of this billing service, Contractor shall receive an administrative fee of those service fees actually collected. Proposal shall include any and all proposed billing services fees along with historical collection percentages for similar engagements.

5. Fee Transmittal

EAS understands that Contractors are expected to transmit fees due to the City for ALS and First Responder (FR) service on a monthly basis with a report including, but not limited to, total amount of ALS/FR calls, amount invoiced, amount collected, amount of write-offs, amount of balance due and totals for the month and year to date.

6. Medical Supply Reimbursement Fee

EAS acknowledges that it understands Contractors shall reimburse the OCFA on a quarterly basis $30.45 for each patient transported by ambulance (BLS or ALS, resident, or non-resident) for expendable medical supplies regardless of what is actually collected from the patient, even if such amount is zero

(0). Also, that the expendable medical supply dollar amount is to be adjusted in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.

Emergency Contacts

Name	Title	Responsibilities	Telephone Number
Charles "Chad" A. Druten, Jr.	COO	Manages day-to-day operations. Responsible for external customer satisfaction and positive community relations. Represents the company before local and county government commissions or regulatory bodies. Is ultimately responsible and accountable for company's business operations.	714-990-1331
Drew Bernard	Operations Manager	Directs and coordinates activities of ambulance operations to obtain optimum use of equipment, facilities, and personnel. Analyses and resolves work problems. Enforces compliance with policies, procedures, safety rules, & government regulations. Participates in investigations into causes of internal & external customers complaints in accordance with established QI procedures.	714-990-1331

Subcontracting

All obligations and services to be performed by EAS under any resulting agreement will be solely performed by EAS. We do not intend to subcontract any portion of the work we would be performing under an agreement with the City of Buena Park.

Specific Tasks Proposer Will Require From City Staff

EAS will require the assistance of City staff in the following regards:

1. We will need the City to maintain and provide us with a list of subscribers to the City's Paramedic Subscription program. Also, as subscribers are added, we will need to receive updates.
2. We will need the City to set the standards as to who should be billed and at what rate.

Complaint Policy

Service complaints are rare at EAS and most arise out of unresolved billing disputes with dissatisfied customers.

EAS regards service inquiries and complaints as an opportunity to introspect our quality of care and service delivery. Additionally, it provides an opportunity to educate the public and other professional entities as to the constraints our organization experiences within the prehospital healthcare and transport arenas.

Policy/Procedure for Resolving Complaints

EAS follows a formal resolution process for all service complaints regardless of how the complaint is generated. First, the complainant is interviewed as to the nature and circumstances surrounding the alleged event. Where there is a need for more information, we advise the complainant that a formal investigation will be conducted which will take at least 72 hours to conclude. Investigations customarily involve interviews and evidence gathering if necessary. We contact the complainant within 72 hours to advise them of the investigational findings or provide an estimated completion date for concluding a more prolonged investigation.

Depending on the severity of the complaint, consultation may be necessary. After the investigation is complete, the complainant is contacted as to the findings. In the absence of further evidence being offered by the complainant, the matter is considered closed. Should the complainant disagree with the conclusion and the issue remains unresolved a referral is made to the County EMS Agency. Where a complaint is substantiated, we humbly apologize and take appropriate action to resolve the issue to the complaint's satisfaction.

All service complaints are entered into the privileged and confidential event reporting system and logged for review by the Quality Improvement Team. As such, they are protected from discovery under California Evidence Code 1157. Billing and service complaints are tracked to identify trends and opportunities to improve customer satisfaction.

Name, Qualifications, and Contact Information for the Person Responsible for the Receipt and Resolution of Complaints:

Laura A. Finn, RN, MBA, JD, CPHQ, CPHRM, CPPS

- RN, Los Angeles County School of Nursing
- MBA, University of Redlands
- JD, Purdue University, Concord School of Law
- Certified Professional in Healthcare Quality (CPHQ)
- Certified Professional in Health Care Risk Management (CPHRM)
- Certified Professional In-Patient Safety (CPPS)

Ms. Finn expert in clinical quality/risk management, patient safety, accreditation and regulatory affairs who maintains certifications as a healthcare professional in quality, risk management and patient safety.

She also practices as a Healthcare Lean Six Sigma Green Belt. In her current role as EAS's Director Quality Management and Clinical Services she is responsible for the receipt and resolution of complaints received from members of the public.

Laura can be contacted by email at lfinn@emergencyambulance.com or by telephone at 714-990-1742.

Notification of Changes to Policies and Procedures

As requested, EAS will inform the City and the public of changes to policies and procedures that concern the City. Our policy is to advise our partners of any material changes within a reasonable time, by making copies of revisions and distributing them in advance.

Reporting Requirements

We utilize Rescue Net™ reporting software for many aspects of data collection and analysis. In addition, EAS utilizes the Image Trend OC-MEDS system. OC-MEDS helps us to streamline data collection in the field, deliver accurate electronic patient care reports, and improve overall operations. This software program is fully integrated with the Rescue Net™ system described above. It assists in the tracking, follow up, and record keeping of our quality assurance activities. We also utilize ESO's ePro data management system to follow incidents. ePro Tracker, which is integrated with our Quality Assurance and Improvement Activities, Human Resources Functions and Fleet Maintenance Program, is a comprehensive web-based incident and report management application provided by eCore Software Inc.

City reports will be generated using Rescue Net™ reporting software. EAS will track all relevant data from all ambulance responses initiated by OCFA in the Rescue Net™ system and will prepare and submit a custom report (electronic/e-mail preferred) to the City on a quarterly basis monthly basis showing total amount of ALS/FR calls, amount invoiced, amount collected, amount of write-offs, amount of balance due and totals for the month and year to date.

The same system is already used to generate reports for the OCFA.

Method to Report EMS Activities

The reports discussed in the preceding section will be delivered to the City in CSV format by secure email, monthly and quarterly. No sample report is available at this time as it must be custom written using Crystal Reports software.

Informational or Reporting Enhancements

We are offering First Watch® as a system enhancement and through it we can provide the City the opportunity to monitor, in real-time, a variety of pre-designated measures related to our performance by way of an Online Compliance Utility Module (OCU).

FirstWatch®, which is used in combination with our Quality Management Program and other data measurement tools like Image Trend Report Writer, ZOLL Rescue Net CAD, and ZOLL Insight Analytics™, allows us to improve our CQI processes and monitor important contract related elements like Response Time Performance, and other characteristics of overall system performance.

First Watch® is a real-time, web-based, situational awareness dashboard, data surveillance, data visualization, and early-warning software system. Developed in 1999, First Watch® was originally deployed in Kansas City, Missouri as a custom-built utility to monitor for trends and patterns in 9-1-1 call center data that could indicate a possible WMD or Bioterrorism occurrence. Since 1999, First Watch® has been deployed and is LIVE in multiple states and provinces across the US and Canada.

First Watch® is configured to work with EAS's existing data sources, and once it is configured for the City of Buena Park it will allow EAS and the City to securely monitor for statistically significant occurrences in contractually defined criteria—from an operational standpoint.

Computer Aided Dispatch (CAD) System Interface

We will be providing user-defined criteria monitoring by hour of day / day of week (from a Performance and Operational standpoint) and can enable Automated Alerting based on user defined thresholds within our ZOLL Rescue Net CAD system (or even other optional data sources that First Watch is interfaced with like Image Trend Image Trend Elite™). The interface with our CAD will provide real-time CAD data monitoring (via First Watch) and can provide users the ability to analyze data (that is 2 to 10 minutes delayed) by hour of day, day of week for: Call-taking performance, Dispatch performance, and Overall Response Time Performance.

First Watch Online Compliance Utility (OCU)

The OCU is a web-enabled collaboration tool for use by Providers to simplify and manage contract compliance for exceptions and exemption reporting. The web-based tool provides interactive queues with a consistent look and feel for both the provider and the authority, which allows for an on-line review of late runs based on business rules. It can capture late response analysis, supporting documentation, and attachments, and flexibility for staff input.

The online compliance utility allows for near real time reviews of information so users do not have to wait until the end of month to do compliance reporting; **late responses can be analyzed by supervisors as events take place in the system.**

Demand Analysis

We also utilize a First Watch Demand Analysis Module which offers views of select data and helps us develop a system status plan using temporal (time of day, day of week) and **geographical demand of our system**. The temporal Demand Analysis calculations in the data can be downloaded into an Excel spreadsheet, with all formulas intact; along with useful interactive charts and data, that simplifies getting demand data into our newly acquired Resource Planner. Additionally, users can create maps including Problem/Solution maps.

All the benefits of First Watch will allow us to enhance system performance and/or efficiency through improved deployment/redeployment practices

PLAN FOR TAKEOVER OF SERVICES

As an experienced 9-1-1 transport provider in Orange County, EAS commits to an emergency transport program with rapid start-up capability. With existing *Management*, *Personnel*, *Facilities*, and *Equipment*, as well as extensive local experience and market penetration in the area, our company can implement full coverage in the City on relatively short notice.

We will commit to meet or exceed any requirements imposed regarding the start-up of services within the planned timeframe - from contract approval to implementation. Such requirements include but are not limited to those elements described above.

In essence, EAS already has the infrastructure in place including necessary management staff, adequate line personnel, facilities, capital equipment, and supplies in place to ensure timely commencement of services in August 2021.

D) QUALIFICATIONS AND EXPERIENCE/REFERENCES

Corporation Information

Name	Emergency Ambulance Service, Inc.
Address	3200 E. Birch Street, Suite A, Brea, CA 92821-6287
State of Incorporation	California
Date of Incorporation	November 7, 1977
Local Office Adress	3200 E. Birch Street, Suite A, Brea, CA 92821-6287
Date Office Opened	November 7, 1977
Corporate Officer	Philip E. Davis, CEO, Secretary and CFO

Partnership/Joint Venture Status

Not applicable.

Other Businesses Owned or Controlled by the Proposer Doing Business in California

Name	Emergency Ambulance Service International, Inc.
Address	3200 E. Birch Street, Suite A, Brea, CA 92821-6287
Corporate Officer	Philip E. Davis, CEO, Secretary and CFO

Please note: Emergency Ambulance Service, Inc. (CA Corporation Number C0855149) d/b/a/ Emergency Ambulance Service ("EAS") is a wholly owned subsidiary of Emergency Ambulance Service International, Inc. (CA Corporation Number C2411593) ("EASI"), a special-purpose acquisition company that has no operations. EAS functions as an autonomous entity from its parent company EASI. By design, EAS has its own revenues, its own budget, and its own overhead and operational costs.

Similar businesses in California Operating Under Another Name

Same as above.

Name	Emergency Ambulance Service International, Inc.
Address	3200 E. Birch Street, Suite A, Brea, CA 92821-6287
Corporate Officer	Philip E. Davis, CEO, Secretary and CFO

Years in Business

EAS has been in business for 43 years (since 1977).

Bankruptcy History

None.

List of current and previous contracts similar to the requirements for the City

Details of EAS's 9-1-1 current and previous contracts commensurate in size or scope required in the RFP are summarized below:

Agency Served	Scope of work	Length of time providing services		Name/Title/Telephone of Contact
City of Brea	Arrangement to provide BLS Emergency Ambulance Transportation Services and associated medical billing for the fire department within EOA 2 (Brea), serving 12.22 square miles, a population of 43,710 persons and responding to an average of 3,349 calls each year.	1978	Present	Adam Loeser, Fire Chief, 714-991-7655
County of Orange	Agreement to provide BLS Emergency Ambulance Transportation Services and associated medical billing for the ALS providers operating within Region A, serving 120,386 residents and responding to an average of 6,627 calls per year.	2015	Present	Adrian Rodriguez, EMS Performance Chief, OCEMS, 714-834-2171
City of La Habra	Arrangement to provide BLS Emergency Ambulance Transporation Services within the City of La Habra.	1979	1995	Rob Ferrier, Assistant City Manager, 562-383-4010
City of Pico Rivera	Arrangement to provide BLS Emergency Ambulance Transporation Services within the City of Pico Rivera.	1980	1983	Anna M. Jerome, City Clerk, 562-801-4389
City of Yorba Linda	Agreement to provide BLS Emergency Ambulance Transportation Services and associated medical billing for the OCFA withn EOA 26. Responded to an average of 3,238 calls per year, and served approx. 25 square miles with a population of 67,032.	1986	2015	Mark Pulone, City Manager, 714-961-7110
City of Placentia	Agreement to provide BLS Emergency Ambulance Transportation Services and associated medical billing for the OCFA within EOA 17. Responded to an average of 2,578 calls per year, and served approx. 8 square miles	1994	2015	Damien Arrula, City Administrator, 714-993-8171

Agency Served	Scope of work	Length of time providing services		Name/Title/Telephone of Contact
	with a population of 52,206.			
Cities of Diamond Bar, Walnut and Industry	Subcontract to provide BLS Emergency Ambulance Transportation Services and associated medical billing for the LA County Fire Dept. as administered by the American Medical Response (AMR). Responded to an average of 3,564 calls per year, and served approx. 35.56 square miles with a population of 67,032.	1998	2003	Ken Leibman, Regional Director, AMR, 626-633-4612
City of Inglewood	Agreement to provide BLS Emergency Ambulance Transportation Services and associated medical billing for the LA County Fire Dept. Responded to an average of 10,000 calls per year, and served approx. 8 square miles with a population of 109,000	2001	2005	Cathy Chidester, RN, MSN, EMS Agency Director, 562-378-1604

Qualifications, Experience, and Abilities

EAS has a great deal of experience managing emergency ambulance transportation in communities with the total transports indicated within the RFP. Our company has over 42 years of experience providing emergency ambulance services in organized EMS systems. ***We are the longest serving private 9-1-1 transport provider operating in Orange County*** and have acquired this experience by building and maintaining relationships with the health care community, first responder organizations and the cities we have serviced over a period of many years. Our company has enjoyed exceptional cooperation with the agencies we work with or have worked with, including OCEMS, the Cities of Brea, Yorba Linda, and Placentia; the Brea Fire Dept., OCFA, and Placentia Fire and Life Safety Dept.

We feel that EAS enjoys an advantageous position – because our services are or have been thoroughly integrated with the public agencies in the communities that we serve or have served. The working relationships we have cultivated with our partners have been refined to create a safety net of care that has benefited every patient transported. The support of our partners is a compelling affirmation of our commitment to coordinated service delivery. They have given us a show of approval to augment, to renew, and to refine. Moreover, we have taken advantage of the leeway.

Over the years, we have repeatedly demonstrated our desire to collaborate with the fire service and our contract cities. This is one of the many reasons we have had contracts extended for decades. We also have a record of accomplishment for far exceeding the response time and performance standards for the County of Orange and our municipal public safety clients.

The following is a chronology of EAS's history of delivering 9-1-1 ambulance service:

1977	EAS is incorporated and begins providing service from is first base of operations in Brea
1978	EAS secures its first public emergency ambulance service agreement with the City of Brea. Our outstanding relationship continues today, over 42 years later, without benefit of a formal, performance-based contract. Our company is privileged to provide the transportation component for all 9-1-1 calls in the city enjoying exclusivity granted by OCEMS as the City's "grandfathered" provider.
1979	The City of La Habra became the second municipality to enter into an agreement with our Company. EAS was the City's primary provider until 1995, when the City decided to establish its own transport program. Afterwards, EAS became a back-up provider for the city and has continued to respond to calls as requested by the City and LACoFD until the City selected another provider to provide staffing and backup service.
1980	The City of Pico Rivera benefited from a primary 9-1-1 transportation contract with EAS from 1980 through 1983.
1986	EAS was successful in obtaining the emergency transportation contract for the City of Yorba Linda in 1986. Our Company continues to be the primary 9-1-1 emergency ambulance provider in Yorba Linda and adjacent unincorporated areas in Chino Hills State Park (*27 Square Miles) under its contract with the County of Orange to serve the Region "A" exclusive operating area over 35 years later.
1994	EAS was granted the privilege of serving the City of Placentia as its primary emergency ambulance service provider. We continue to do so today as the exclusive provider in Region "A," responding to calls in the city and nearby unincorporated areas in Brea and Toner Canyon after 27 years.
1998	EAS was asked by American Medical Response ("AMR") to assume its responsibilities as the 9-1-1-transportation service provider for the Cities of Diamond Bar, Walnut, and a portion of the City of Industry (35.56 Square Miles). We provided this service in partnership with LACoFD under a sub-contract agreement with AMR. We had the privilege of providing this service without flaw until 2003, at which time AMR exercised its option to resume its responsibilities as the provider of service.
2001	After a competitive process, EAS became the primary transport provider for the City of Inglewood. We provided service in partnership with the LACoFD under an Emergency Ambulance Transportation Services Agreement, as approved by the Board of Supervisors through December 31, 2005, at which time EAS turned the contract over to the new provider. We responded to an average of 839 calls per month.

Clearly, EAS brings the experience, depth of knowledge and skills to initiate and operate a high performance 9-1-1 transportation system for the City of Buena Park. Our company encourages contact with the administrators of any of the contracts listed in the previous section to confirm our commitment, not only to be compliant with response times and patient care, but also the commitment of our management team.

As indicated, we are more than qualified to become the emergency ambulance transportation service provider for the City of Buena Park.

Ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality

Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.

No response. EAS is not BBB Accredited and has no BBB Rating.

Accreditation by an independent accrediting agency such as the Commission on Accreditation of Ambulance Services (CAAS).

EAS has maintained a national accreditation from the Commission on Accreditation of Ambulance Services (CAAS) since 2003 and remains committed to maintaining our accredited status in the future. CAAS provides a benchmark of excellence for ambulance services. Accreditation by the Commission signifies that an ambulance service has met the "gold standard" determined by the ambulance industry to be essential in a modern emergency medical service's provider. The standards set by CAAS exceed most of those established by state or local regulation and our company is privileged to be one of 193 ambulance organizations, both public and private to have received such an accreditation. Accreditation is important; because assures your citizens that our service has met the Commission's high standard for quality patient care. It also assures you that we have undergone scrutiny by an independent review process. You can also rest assured that our service provides quality patient care in accordance with nationally accepted standards.

Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.

EAS is a member in good standing with the organizations listed below, each of which is devoted to encouraging and maintaining ethical and service standards in the delivery of emergency medical services.

- Ambulance Association of Orange County
- American Ambulance Association
- Los Angeles County Ambulance Association

Evidence of training and education in customer service, maintaining quality standards and/or maintain quality standards received by the Proposer, its employees, and its sub-contractors.

None. No specialized training in customer service.

E) EQUIPMENT AND FACILITIES

Proposed Vehicles

If awarded a contract to serve the City EAS will purchase and place in service two (2) new Type III (modular) dual rear wheel ambulances. These units will serve as the Primary and Secondary units for the City and will be permanently assigned and stationed at rest facilities within the City's boundaries.

They will meet the current safety standards of the Commission on the Accreditation of Ambulance Services (CAAS) and will be equipped and maintained as outlined in Exhibit A, subsection B – AMBULANCE SERVICES, 11. Vehicle Specifications.

Subject to approval from the OCFA, each will be equipped with a Mobile Data Computer (MDC) that seamlessly integrates with the CAD System used by the OCFA.

Also, as required EAS will ensure the Primary unit bears visible markings designating it has "Proudly Service the City of Buena Park," and if call volume substantiates it the Secondary ambulance will bear the same markings.

Proposed New Ambulance Vehicles – We believe that selection of the right ambulance is an essential component to a successful EMS operation. Reliability, safety, functionality, ease of use, ease of maintenance, crew comfort, efficiency and performance will be considered when choosing the vehicles for this procurement. Any unit that we purchase will provide a professional, modern, and technologically supported and spacious environment for patients, OCFA paramedics and EAS's employees.

Unit Safety Enhancements - EAS will take steps to ensure our units are some of the safest on the road. Each new ambulance we will be placing in service will include the following safety features:

- ✓ A modular body that has been sled, impact and rollover tested and certified
- ✓ Attendant seats are provided with 4-point seat belts
- ✓ Seamless upholstery to minimize contamination
- ✓ High-Performance, High-Visibility, Interior and Exterior LED Lighting
- ✓ Additional Federal eQ2B Siren
- ✓ Opticom™ Traffic Signal Preemption Device for traffic signal priority control
- ✓ High Visibility Markings

We are confident that the City can be efficiently and effectively served with the Primary and Secondary ambulances we have proposed. However, EAS is providing backup coverage using a Surge Plan with additional Type II and III Ambulances.

SURGE PLAN UNITS

We plan to make use of existing Orange County Licensed, Type II and III Surge Coverage. These units are suitable to meet the City's unique needs and call demand.

EAS currently maintains a fleet of sixteen (16) ambulances, each of which is fully equipped and licensed. The vehicles include twelve (12) Type III modular units with bariatric transport capability and four (4) Type II van ambulances. Each of the units in our CAAS accredited fleet complies with all federal, state, and local laws, rules, statutes, and regulations applicable to the provision of commercial, emergency ambulance transportation, including, but not limited to, those BLS vehicle standards and protocols established by OCEMS and the City.

The following list details the ambulances we are proposing for surge capacity.

Unit Number	Vehicle year, make and model			Vehicle ID Number (VIN)	License Plate
21	2018	Ford	Modular (Type III)	1FDWE3FS6JDC17788	35246L2
22	2019	Ford	Modular (Type III)	IFDWE3FS7KDC06736	83404T2
24	2019	Ford	Modular (Type III)	1FDWE3FS2KDC03517	10001S2
27	2013	Ford	Van	1FDSS3ES5DDB35323	36868P1
28	2013	Ford	Van	1FDSS3ES8DDB32173	36869P1
38	2018	Ford	Transit	1FDYR2CM6JKA92932	00260N2
39	2019	Ford	Transit	1FDYR2CM8KKB86621	35286Y2
41	2013	Ford	Modular (Type III)	IFDWE3FSXDDA69407	55610A1
42	2014	Ford	Modular (Type III)	1FDWE3FSXEDA93837	53268T1
43	2014	Ford	Modular (Type III)	1FDWE3FS1EDA93838	53267T1
44	2013	Ford	Modular (Type III)	1FDWE3FS8DDA72063	55609A1
46	2013	Ford	Modular (Type III)	1FDWE3FSXDDA72064	81869M1

Communications/Dispatch System and Equipment

EAS's communication system is state of the art, CAAS compliant, and built with redundant back-up capabilities. Services are provided through a highly experienced local staff and comprehensive radio coverage. All ambulance responses will be dispatched in compliance with policies and protocols established by the City and OCFA. Our company will also comply with all the RFP's requirements concerning the installation, use, operation, and maintenance of our Emergency Response Communications System, including 800 MHz radios for our ambulances and crews.

We maintain a state-of-the-art communications center in the City of Brea, and staff it with qualified dispatchers 7 days a week, 24 hours per day, 365 days a year. Employees devoted to communications are trained and/or are currently certified at the ETC, AEMD or EMT level.

Our dispatch center is equipped with a secondary, emergency backup electrical system to insure uninterrupted 24-hour service. The system's core is a 170 KW diesel generator capable of supplying electrical power to our entire corporate operation. Other elements include multiple uninterrupted

power source (UPS) units, and portable gasoline generators. As an added benefit, we also have redundant radio systems, multiple methods of telephone communication, backup computers, a Remote Desktop Server (RDS) that allows users to connect to the Computer Assisted Dispatch (CAD) system from remote locations, a manual dispatch/vehicle tracking system in the event of a CAD failure, and electronically backed up CAD data for rapid recovery. We also have a backup dispatch center located in an autonomous facility.

We will install and maintain at our sole expense a dedicated point-to-point communications link between the OCFA Emergency Communications Center (ECC) and our own dispatch center. This will be accomplished either through a CAD (Computer Assisted Dispatch) Interface that would allow complete and automated dispatch data transfer to and from the OCFA CAD and/or a dedicated phone ring down line.

Facilities

EXISTING AND PROPOSED FACILITIES		
FACILITY	ADDRESS	DESCRIPTION
Station 1 - Corporate Headquarters	3200 E. Birch St. Suite "A" Brea, CA	All business operations for EAS have been at this location since 1999. This is a shared industrial building with 2 businesses occupying 20,000 square feet of warehouse and office space. EAS uses just over 11,000 sq. ft. Communications/dispatch, billing, administrative offices, centralized supply storage, a training room, conference room, ambulance crew comfort areas (lounge, study, restrooms, showers, and dormitories), shop area, etc.… are situated at this facility. The location affords us with expandable space; areas for vehicle re-supply, cleaning, and repair; and 60 parking spots for ambulances and employee vehicles. It is equipped with specialized backup power equipment and can operate self-sufficiently for days.
Station 3 – Yorba Linda Crew Quarters/Backup Dispatch Facility	22603 La Palma Ave. Suite 300 Yorba Linda, CA	This 1126 square feet commercial building is part of the North Point Business Complex. This unit has appropriate amenities for up to 4 personnel stationed on a 24-hour basis and includes a day room, sleeping areas, restroom with shower, kitchenette, eating area, a backup generator and ample parking to accommodate multiple ambulances and employee vehicles. A washer/dryer is available for employees working multiple shifts. In addition, this facility also houses our back-up two position dispatch center. The station is also equipped with a computer system, with high-speed Internet access and battery backup.
Station 4 – Placentia Crew Quarters	120 S. Bradford Ave. Placentia, CA	This building is approx. 650 square feet with additional shared common areas. It is the former Placentia City Hall building adjacent to City Fire Station 1. We operate from a portion of the building that once

EXISTING AND PROPOSED FACILITIES		
		housed the police department. It includes appropriate amenities for up to 2 persons stationed on a 24-hour basis and includes a small day room, sleeping area, 2 restrooms (1 with a shower), a kitchen and eating area, and sufficient secured parking for 2 employee vehicles. Designated ambulance parking is provided by the City on Bradford Ave.
Station 5 – Buena Park Crew Rest Facility (Proposed)	7930 Beach Blvd. Buena Park, CA	EAS is proposing to position the Primary Unit at this location. It is the same location used by the incumbent provider. The building is a hotel adjacent to Knott's Berry Farm. It gives excellent access North/South on Beach Blvd. and East/West on La Palma and is centrally located in the City. We would operate from a room or rooms in the building which would include appropriate amenities and rest facilities for up to 2 persons assigned on 24-hour shifts. A sitting area with desk, sleeping area, restrooms with shower, kitchenette, and sufficient secured parking for 2 employee vehicles and our ambulance is available.
Station 6 – Buena Park Crew Rest Facility (Proposed)	7039 Orangethorpe Ave. Buena Park, CA	EAS is proposing to position the Secondary Unit at this location. It is the same one used by the incumbent provider. The building is a hotel north of the 91 Freeway. It gives excellent access East/West on Orangethorpe and North/South on Knott. It is located closest to the residential areas of the City and would allow us to easily meet response time requirements. We would operate from a room or rooms in the building which would include appropriate amenities and rest facilities for up to 2 persons assigned on 24-hour shifts. A sitting area with desk, sleeping area, restrooms with shower, kitchenette, and sufficient secured parking for 2 employee vehicles and our ambulance is available.

F) FINANCIAL CAPABILITY

CONFIDENTIAL AUDITED AND NON-AUDITED FINANCIAL STATEMENTS DEMONSTRATING EAS'S FINANCIAL STRENGTH AND STABILITY ARE INCLUDED IN THE ENCLOSED SEALED ENVELOPE WITH THIS PROPOSAL.

Please find attached under separate cover an Audited Financial Statement for the period of November 1, 2018 – October 31, 2019, for fiscal year 2018/2019. This independently audited financial statement was generated through our Independent Certified Public Accountant Muller, King and Company, of Downey, CA. Muller, King and Company focuses on the primary areas of practice, audit and tax, and consults, only related to these areas. The firm follows the Generally Accepted Accounting Practices as set forth in the American Institute of Certified Public Accountants (AICPA) Guidelines.

Also, please find attached under separate cover a non-audited financial statement for the period of November 1, 2019 – October 31, 2020, for fiscal year 2019/2020.

LITIGATION, MEDIATION, OR ARBITRATION, REGARDING THE PERFORMANCE OF ANY SERVICES SIMILAR TO THE SERVICES

We are proud of our superb record of accomplishment in providing excellent ambulance service in an honest and responsible manner. EAS and its key personnel are not currently involved in, nor have we been previously engaged in any litigation, mediation, or arbitration similar to the Services, in which our company has been involved in the past five (5) years (defined by our insurance broker/carriers as any legal action related to professional liability, auto liability, or general liability), nor do we have any pending judgements against our company or its principal officers. EAS has interpreted the City's requests to solicit information relating to legal disputes in the context of providing emergency ambulance services. EAS has on rare occasion, during the ordinary course of business, been a party to litigation involving Workman's Compensation claims and civil litigation related to our employment practices.

CLAIMS OR DISCIPLINARY ACTION TAKEN AGAINST COMPANY OR ANY OF COMPANY'S KEY PERSONNEL WITHIN THE PAST FIVE YEARS

At this time there is no past, current, or threatened claims or disciplinary action taken against Emergency Ambulance Service, Inc., or any of the principal officers or key personnel of our company that have also involved our licensure or certification.

G) COMPANY PERSONNEL

As detailed in our cover letter "EAS employs some of the finest EMT's, communications dispatchers, clerical workers, support personnel, supervisors, and managers in the area." We feel we employ some of County's most qualified and experienced EMS professionals. As described elsewhere in this proposal the primary/dedicated and secondary BLS ambulances will be staffed with two (2) EMTs, 24-hours daily, 365 days per year, for a total of 17,520 deployed unit hours. We have over 50 EMTs on staff and 12 of them will be dedicated to serving Buena Park.

We also have a highly experienced and talented management team, with key personnel who have an average over 23 years of service in the EMS/Healthcare industries. With its open and collaborative management style, our team has been extremely successful in working with our employees and system partners to deliver outstanding ambulance services as part of the EMS systems in Los Angeles and Orange Counties.

The following table outlines the key persons who will be assigned management and supervisory roles as in relation to the RFP.

Employee	Title/Role	Total Yrs. Experience	Yrs. with Company
Philip E. Davis, MBA	President/CEO	53	43
Charles "Chad" Druten, Jr., BA, SPHR, SHRM-SCP	COO	37	20
Eric Quimbo, DO, MBA, FACEP	Medical Director/Physician Advisor	17	2
Brian Saylors, CPA	Outside Accountant	29	17
Teresa Davis	Director of Finance	41	41
Laura Finn, RN, MBA, JD	Director, Clinical Services & Quality Mgt.	45	12
Chad Gnifke, BA	IT Consultant	22	2
Drew Bernard, EMT, ASM	Operations Manager	16	13
Andrew Viloria, AEMD, CCM	Communications Center Manager	14	8
Tara Davis, CAC	Business Office Manager	21	21
Brandon Smith, EMT	Field Supervisor/Co-Manager EMS Ops.	13	9
Israel Lopez, EMT	Field Supervisor/Co-Manager EMS Ops.	6	6
Joshua Andrade, EMT	Field Supervisor/Co-Manager EMS Ops.	4	4
Jennifer Cano, BA	HR Coordinator	1	0

The following three (3) key individuals will oversee the implementation of any resultant contract, ensuring a seamless transition to the new contract and continued oversight throughout its term. Their biographies — including experience, education, and other qualifications, are included below:

Philip E. Davis, MBA – President/CEO

For over 40 years, Philip E. Davis has been the President/CEO of EAS. Mr. Davis began his EMS career in 1968, founded EAS in 1977 and continues to provide personal oversight and interest in the successful operation of his ambulance service. His cumulative experience spans 50 years. As President/CEO, Davis oversees all management and administration activities, as well as business development, cost containment, policies, and procedures, risk management, and contract analysis; he also supervises liaisons between Company representatives and each entity that EAS contracts with. Davis has led the

Company's strategic plan for overall growth and service to residents throughout Orange and Los Angeles counties.

A former resident of Orange County, Davis has taken on leadership positions with numerous neighborhood and philanthropic organizations, including the Rotary Club of Brea and Boys & Girls Club of Brea. Davis has also worked for the betterment of EMS by serving multiple terms as a member of the Orange County Emergency Medical Care Committee and as vice president of the Ambulance Association of Orange County. Davis holds an associate degree from Cypress College, and both his bachelor's and master's degrees from Southern California Institute.

Charles "Chad" A. Druten, Jr., BA, SPHR, SHRM-SCP – Chief Operating Officer

Mr. Chad Druten is the Chief Operating Officer for EAS. A Well-regarded EMS Industry executive with extensive experience in multiple aspects of business operations, Druten, brings more than 38 years of knowledge to the table. He has expertise in all areas of ambulance service management with a successful record of accomplishment in operational, HR/labor relations and public affairs roles, including over 15 years' experience developing and implementing public and government relation's strategies and initiatives. Druten is also highly proficient in all areas of human resources, with principal strengths in employee relations, coaching, work team development, organizational development, and training.

Druten, an affiliate of the American College of Healthcare Executives (ACHE), Senior Professional in Human Resources (SPHR) and Society for Human Resource Management-Senior Certified Professional (SHRM-SCP) also served as Chairman of the Board of St. Francis Medical Center in Lynwood, CA, as an occasional member of the Allied Health Care Subcommittee at Citrus College, and as a board member and advisor to several other institutions. He is currently president of both the Ambulance Association of Orange County and the Los Angeles County Ambulance Association. Prior to rejoining EAS, Druten was Director of Human Resources and Community Affairs for Paramount Petroleum, a subsidiary of Alon USA Energy. While there he served as a member of the company's senior management group, and shared in planning, organizing, and directing the activities of the HR office and community relations program in support of the organization, its employees, and contractors at 12 sites, in 5 western states.

He holds a Post Baccalaureate Certificate in Human Resources from UCLA and a BA in Liberal Studies from the University of the State of New York and completed coursework at California State University Dominguez Hills and California State University Los Angeles.

Drew Bernard, EMT, ASM - Operations Manager

Drew Bernard is the Operations Manager for EAS and is a 15-year veteran of the industry. He would be directly involved with the transition to servicing residents of Region B if EAS were to be selected as the provider for the EOA and currently oversees all operations in Orange County. As the current Operations Manager for the Company, Drew is responsible for administrative matters and the day-to-day activities pertaining to operations, overseeing our field supervisor staff, FTOs and vehicle porters. He also has a significant role in administering the Company's education and training program, vehicle maintenance and mutual aid/disaster plan.

He is a graduate of Fitch & Associates, Ambulance Service Manager (ASM) Training Program and a California State EMS Authority qualified Ambulance Strike Team Leader.

H) BILLING SERVICES

METHOD OF BILLING FOR SERVICES RENDERED TO PATIENTS

As is customary in the ambulance industry, EAS provides billing services as a courtesy to our transported patients. All billing services are currently provided in-house by our own billing department located at the company's headquarters in Brea, CA. Our billing office receives information furnished via fire department and ambulance crew ePCR's. The patient's face sheet is obtained from the hospital by the ambulance crew.

In many instances, the patient may not be able to provide information, or the information may be erroneous. We routinely contact hospitals for updated face sheets and, when permitted, verify the patient's demographic and insurance information through a follow up phone call before the billing invoice is generated. For example, we may not contact the patient if they are Medi-Cal or Workman's Compensation beneficiaries or before 120 days after date of service for Medicare beneficiaries.

Based on a cost-benefit analysis, we decided to not use clearinghouses to bill insurance companies. Nor do we use a collection service until after four attempts have been made to collect on unpaid invoices. All files are scanned for permanent reference.

Because of our long history of providing service in Orange County, we have the advantage of researching previous dates of service which enables us to trace insurance sources related to patients still living at the same address. All outgoing invoices undergo a three-step review process to assure accurate billing before being sent. This degree of error proofing reduces rework and improves customer satisfaction.

All communications related to billing services and complaint resolutions processes are subject to strict compliance with privacy rules and regulations.

Billing Experience

Emergency Ambulance Service has considerable billing and collection experience, resources, and capabilities, and operates an effective and efficient in-house billing department, invoicing more than 12,000 claims a year. We use ZOLL Rescue Net™ Billing Software for AR Management, stay Medicare, Medi-Cal, and HIPAA compliant, and ***"Make a difference by performing our billing and collections service with personal attention."*** This personal attention begins at the time a call is input by our dispatcher and ends with the associates in our collections department.

A brief description of the billing and collection process for 9-1-1 calls is described below:

1. Our process starts when we receive a call for service. This is because our CAD system and the Orange County Medical Emergency Data System (OC-MEDS) are seamlessly integrated so that all data matches up with our Rescue Net™ Billing System. Information collected by our dispatchers and EMTs is immediately available to our billing staff, eliminating time-consuming and error-prone duplicate data entry. The majority of patient billing information is obtained at the time of transport when our EMT's upload their electronic patient care report (ePCR) data.

2. The next step begins with our match and batch process, where ePCR's are printed out and cross-referenced with a corresponding trip log to ensure that the transport is accounted for and that all data matches and is accurate. Also, at that time, any other documentation obtained in the field, e.g., hospital face sheets, is collected and attached to the ePCR's. After that process is completed then batches of ePCR's are forwarded to an associate responsible for account verification.

3. Verification is accomplished by contacting the patient or receiving facility and obtaining information from the insurance carrier and various databases. After a claim has been verified, it is then forwarded to the appropriate payor group billing team member (i.e., Medicare, Medi-Cal, Insurance, or Self-Pay) for further processing.

4. Once a claim has reached the billing team member, it is reviewed for completeness and then all necessary information, including codes, applicable line-item charges, narratives, and other required data points are entered into the AR system. After the foregoing is completed, an initial bill is sent to the appropriate payor. If the payor accepts claims in electronic format, it is sent that way, if not, then a paper claim is generated, printed, and mailed with supporting information.

   - ✓ ***Medicare*** is available to persons over 65 years of age or who are on disability. Medicare Part B, the piece that pays for ambulance services, covers 80% of approved charges minus any deductible or co-insurance. It is billed electronically daily, and payment is typically received via Electronic Funds Transfer (EFT) within 14-21 days. If for some reason Medicare denies a claim, an Explanation of Benefits (EOB) is received electronically within 14-21 days. Our billers then analyze any denial code(s) to determine whether to appeal with Medicare or bill the patient for the non-covered services. Any co-pay or deductible is billed to the patient or their secondary insurance. Patients that have Medicare as their only insurance are billed for the balance after the Medicare payment is received.

   - ✓ ***Medi-Cal*** claims are also billed daily. Medi-Cal programs are funded by the State and provide medical insurance to patients who qualify under the program. Medi-Cal covers emergency ambulance transportation services using the same guidelines that Medicare uses. Patients with Medi-Cal cannot be billed for a balance after Medi-Cal pays. Emergency Ambulance Service accepts Medi-Cal as payment in full.

   - ✓ ***Insurance*** claims are billed on paper because most insurers require that supporting documentation be submitted along with the claim. Patients with private insurance are billed at the general public ambulance rates published by the County. Any secondary insurance is billed if the patient has two or more insurance policies. All accounts with insurance are worked following a schedule built in the AR management system.

   - ✓ ***Self-Pay Claims -*** Only when a third-party payor is not identified do, we seek payment directly from the patient, and that is a very rare occurrence now that the Affordable Care Act is fully in place. Self-Pay claims are billed on paper invoices and are sent to patients in batches. Our staff processes the claims in the morning, prints them in the afternoon, and sends them out before close of business. Each self-pay patient is billed up to 3 times in accordance with the following

schedule: Initial billing, 15-day, and 30-day aged billing. At 45 days, all unpaid claims are referred to in-house collections for further processing.

5. Our in-house collections department performs follow-up functions for our billing team members that have referred claims for further collections efforts. Collection follow up includes Medicare, Medi-Cal, insurance, co-pay or denial balance billing claims, and private pay claims that have aged past established timelines; as well as all claims that lack adequate information or those patients requiring payment plans. Each collections claim is billed up to 3 times in accordance with the following schedule: Initially, and at 15 days and 30 days aged billing. At 45 days, all unpaid claims are referred to a third-party collections agency and are written off as bad debt.

Manual write-offs for special discounts are also posted at the time of payment posting. Write-offs due to accounts being deemed as bad debt accounts and sent to outside collections agencies, or accounts closed for various other reasons are referred to the finance on a weekly basis by each of the payor group teams for write-off. Some outstanding claims never undergo collections efforts. They include: (1) Balances on Medicare, Medi-Cal, and HMO claims that are not approved by the payor to be billed to the patient. (2) Balances under $5.00 (because the costs of billing are greater than the balance). (3) Financial hardship cases that are approved by management.

Record Keeping - We are confident our record-keeping and auditing practices either meet or exceed the requirements and performance expectations set forth in the RFP. First, Emergency Ambulance Service has adopted a policy for record keeping consistent with the standards required by Federal, State, and local laws and/or regulations. Second, our Billing System completely automates auditing. It includes a built-in audit log that records and timestamps all actions taken by our employees, as well any as errors encountered.

Administrative Fees

EAS is proposing a 6% administrative fee on the $300.00 First Responder Fee that is required to be charged to those persons who call 911 for emergency medical service.

It is our understanding this fee is not paid by those residents and businesses that subscribe to the City's subscription program which is paid via the water bill. Accordingly, EAS will require a regularly updated list of participants.

We have no historical collection percentages to report for similar engagements. However, our overall collection percentage on emergency calls is 85%.

I) EVIDENCE OF INSURANCE

See attached insurance documentation including a Certificate of Insurance

CINDY ELBERT INSURANCE SERVICES

- Business Insurance Programs & Risk Management Services
- Competitive Comprehensive Coverage
- Professional Prompt Service

June 28, 2021

City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90622

RE: Emergency Ambulance Service, Inc.
City of Buena Park Insurance Requirements for Ambulance Service

To whom it may concern,

If awarded the contract for City of Buena Park regarding ambulance services we will be able to provide you, along with the attached certificate, actual endorsements, waiver of subrogation forms and the Sexual Misconduct Liability limit of $3,000,000 that is required per the contract requirements.

If you have any questions or need anything else, please do not hesitate to contact me at 602-942-3900 x 308

Sincerely,

Cindy Elbert
President
Cindy Elbert Insurance Services

15182 North 75th Ave., Suite 100, Peoria, AZ 85381
Phone: 602.942.3900 • Fax: 602.942.4300

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Cindy Elbert Insurance Services Inc 15182 North 75th Ave, Ste 100 Peoria, AZ 85381	PHONE (A/C, No, Ext): 602-942-3900	FAX (A/C, No): 602-942-4300
	E-MAIL ADDRESS: info@AmbulanceInsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Interstate Ins. Co.	32620
INSURED Emergency Ambulance Service Inc 3200 E. Birch St. Ste A Brea, CA 92821-6258	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR			LPK0001107-06	8/27/2020	8/27/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY X ANY AUTO			AAL0000009-06	8/27/2020	8/27/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR			AMX0000001-06	8/27/2020	8/27/2021	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			LPL0000009-06	8/27/2020	8/27/2021	$1,000,000 Occurrence $2,000,000 Aggregate	

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

The City and its officers, employees, agents, independent contractors serving in teh role of city officials and designated volunteers shall be additional insured with regard to liability and defense or suits or claims arising out of the work or operations performed by or on behalf of the contractor.

Abuse & Molestation Eff. 8/27/20-21, policy #lpk0001107-06 $1,000,000 Each Claim/$1,000,000 Aggregate

CERTIFICATE HOLDER	CANCELLATION
City of Buena Park 6650 Beach Blvd. Buena Park, CA 90622	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cindy Elb

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ACORD

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	INSURER(S) AFFORDING COVERAGE	NAIC #
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	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			AMW7000009-01	8/27/2020	8/27/2021	PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Verification of Insurance

CERTIFICATE HOLDER	CANCELLATION
City of Buena Park 6650 Beach Blvd. Buena Park, CA 90622	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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J) EXHIBITS

Please find attached to the following pages signed copies of Exhibits C, D, and E.

Exhibit C

EXHIBIT C

Statement of Acknowledgement

STATEMENT OF ACKNOWLEDGMENT

Proposer acknowledges that he/she has read and fully understands all aspects of the RFP process, including but not limited to evaluation standards as set forth in this RFP package, and further agrees and understands that the City Council retains sole discretion to pick the Proposer which in the City Council's judgment is best qualified to perform emergency ambulance services for the City of Buena Park.

I, the proposer, declare under penalty of perjury, that the information presented in this proposal is accurate and true to the best of my knowledge. I am aware that should any information be found false, the City of Buena Park may pursue any and all remedies authorized by law, which shall include the right, at the option of the City of Buena Park, of declaring any Contract made as a result thereof void.

IF OWNER:

_____

Signature of Owner Date

IF PARTNERSHIP:

_____

Signature of Partner (General Partner) Date

IF CORPORATION:

Philip E Davis 6-25-2021

Signature of President Date

Philip E Davis 6-25-2021

Signature of Secretary Date

Exhibit D

EXHIBIT D

Non-Collusion Certification

NON-COLLUSION CERTIFICATION

The undersigned hereby certifies on behalf of ("Proposer"), and hereby declares under penalty of perjury under the laws of the State of California, that this 2021 Emergency Ambulance and Patient Billing Services RFP response is genuine and not sham or collusive, nor made in the interest of or on behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham proposal nor solicited any other person, firm or corporation to refrain from submitting a proposal; the Proposer has not communicated, directly or indirectly, with any other Proposer regarding the amount, price, and/or service rates proposed herein; and Proposer has not in any manner sought by collusion to secure for himself/herself/itself any advantage over any other Proposer. We declare the foregoing is true and correct under penalty of perjury under the laws of the State of California.

Signed, this 25 day of June, 2021 in BAEA, California

IF OWNER:

_____
Signature of Owner Date

IF PARTNERSHIP:

_____
Signature of Partner (General Partner) Date

IF CORPORATION:

Philip Edavis 6-25-2021
Signature of President Date

Philip Edavis 6-25-2021
Signature of Secretary Date

Exhibit E

EXHIBIT E

Statement of Truth

STATEMENT OF TRUTH

The undersigned hereby certifies on behalf of ("Proposer"), and hereby declares under penalty of perjury under the laws of the State of California, that the information provided by Proposer and contained in this 2021 Emergency Ambulance and Patient Billing Services RFP response is accurate, complete, true and correct to the best of our knowledge. We are aware that should any of the information contained herein be found to be false, incorrect, or otherwise untruthful, or if the information contained herein contains material misrepresentations and/or material omissions of fact, the City of Buena Park may, at its sole discretion, pursue any and all remedies available as authorized by law, which may include the right, at the option of the City, to either reject or disqualify this bid proposal from further consideration in the course of the procurement process and/or to declare any contract awarded as the result thereof void.

Signed, this 25 day of June, 2021 in BREA, California

IF OWNER:

_____

Signature of Owner Date

IF PARTNERSHIP:

_____

Signature of Partner (General Partner) Date

IF CORPORATION:

Philip E Davis 6-25-2021

Signature of President Date

Philip E Davis 6-25-2021

Signature of Secretary Date

City of Buena Park

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING EHLERS SENIOR CENTER DEMOGRAPHICS

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	STUDY SESSION Item: A

Presented By	Prepared By
Connie Hurtado, Community Services Supervisor	Jim Box, Director of Community Services

Approved By
Aaron France, City Manager

DISCUSSION

Back in August 2023, Council Member Ahn requested a discussion regarding Senior Center programs and demographics. In July, Council Member Ahn, Council Member Traut, and City staff met with five Ehlers Senior Center (Center) participants regarding safety concerns. Upon speaking with the group of five individuals, it was noted that they were not city residents and eventually sparked a larger conversation about participant demographics at Ehlers Senior Center.

The Center is a community focal point and is one of the most widely used centers by older adults within Buena Park and surrounding cities. More than 400 seniors are served weekly at the Center. The Center is comprised of three divisions:

- Senior Recreation Programs
- Senior Human Services and Outreach Programs
- Senior Transportation Services

Staff performed an assessment of the programs and activities offered at the Ehlers Senior Center to determine the percentage of Buena Park residents versus non-residents. The chart below notates these findings:

Program Area	Residents	Non Residents
Classes/Programs (October)	35%	65%
Super Senior Saturday	51%	49%
Korean Resource Fair	27%	73%
Karaoke	18%	82%

It is important to note that the figures above do not include data related to facility rentals, several drop-in programs, or food distributions, as residency data is not available for those programs. In addition, classes offered through the North Orange County Community College are not part of this assessment as the college is required to offer courses to all seniors.

The City of Buena Park Community Services Department recognizes the importance of Buena Park residency and ensuring equity for the residents and organizations that make a significant contribution to our community.

The Community Services Department will disseminate information regarding the programs and services offered at the Center to the following:

- Faith-based communities
- Retirement communities
- Promote programs and services in various ethnic news outlets and newspapers
- Different ethnic community groups and organizations within the City
- Mobile home parks
- Park facilities throughout the City

In addition, a multi-lingual survey will be created and distributed throughout the community and posted on social media to determine the needs of the community.

Staff will also look at the possibility of providing priority registration to Buena Park residents for the more popular City-run programs and events such as the various holiday lunch events planned throughout the year. Staff surveyed six neighboring cities of which five offer priority resident registration for their recreation classes.

Lastly, the formation of a Senior Volunteer Advisory Committee consisting of Buena Park residents will meet bi-monthly on the 4th Monday of the month beginning in February 2024. Staff will make a conscious effort in having representation from all ethnic communities on this committee in hopes that they can assist with the promotion of the programs and services offered at the Center.

City Staff is committed to accommodate the Buena Park senior population and will continue to make every effort to ensure the programs and services offered at the Ehlers Event/Senior Center are accessible to Buena Park residents.

City of Buena Park

City Council Regular Meeting Agenda Report

RECEIVE AN UPDATE ON THE CITY'S IMPLEMENTATION OF THE COMMUNITY WORKFORCE AGREEMENT

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	STUDY SESSION Item: B

Presented By	Prepared By
Mina Mikhael, P.E., Director of Public Works/City Engineer	Mina Mikhael, Director of Public Works/City Engineer

Approved By
Aaron France, City Manager

DISCUSSION

On March 8, 2022, the City Council approved a Community Workforce Agreement (CWA) between the City of Buena Park and the Los Angeles and Orange Counties Building and Construction Trades Council and the Signatory Craft Council and Unions ('Unions') with a five-year term effective July 1, 2022. The Public Works Department has retained The Solis Group as CWA Administrator since July 1, 2022. During this time, the Solis Group has enforced the requirements of the CWA, facilitated communication between the City, its contractors, the Unions, and ensured the satisfaction of all parties in regards to the CWA during the construction phase of each project. The Solis Group will provide an update on the implementation of the CWA over its first year, including local hiring ratios, project budgets, project schedules, and successes and challenges encountered thus far. The first year of CWA eligible projects includes: FY 21-22 and FY 22-23 Sewer Main Lining at Various Locations, Sewer Upsizing on Brenner Ave. & Melrose St., FY 22-23 Annual Pavement Rehabilitation, Orangethorpe Ave. Rehabilitation, Whitaker School Park, SCE Trail Phase 2, ADA Improvements at Various Parks, and Peak/Boisseranc Park Pool Improvements.

On October 30th, 2024, staff held a meeting with Ernesto Medrano and Andrew Gonzales to review some of the challenges the City has faced with administering the CWA agreement. The City has faced challenges in receiving an adequate number of bids on some of the projects listed above, mainly attributed to contractor's unwillingness to abide by the CWA. This has been experienced mainly on the projects that require specialty work such as pool improvements or park improvements. The City has also faced challenges in soliciting professional services for geotechnical engineering services and surveying services for the construction monitoring and staking of projects that are required to abide by the CWA. These challenges were presented to the CWA building trades team, and while Mr. Medrano is moving to administer a different part of the program for the trades union, Mr. Gonzales will resume his role and assist the City in soliciting contractors for these types of projects and services. If these challenges go unresolved over the next six months, both parties are willing to explore other options to ensure the projects are administered to the City's satisfaction.

Attachments

Real Final CWA Presentation 2023.pdf



City of Buena Park
Community Workforce Agreement Update

Community Workforce Agreement (CWA) Facts

- **Effective Dates: January 1, 2022 – January 1, 2027**

- **Signed with Los Angeles/Orange Counties Building & Construction Trades Council**

- **Covered Projects:**
  - **All Construction, Abatement, Demolition, Renovation, Rehabilitation, Upgrade and Improvement Work**
  - **Multi-Trade Contracts that exceed $500,000**
  - **Prime Specialty Contracts that exceed $250,000**

Community Workforce Agreement (CWA) Facts

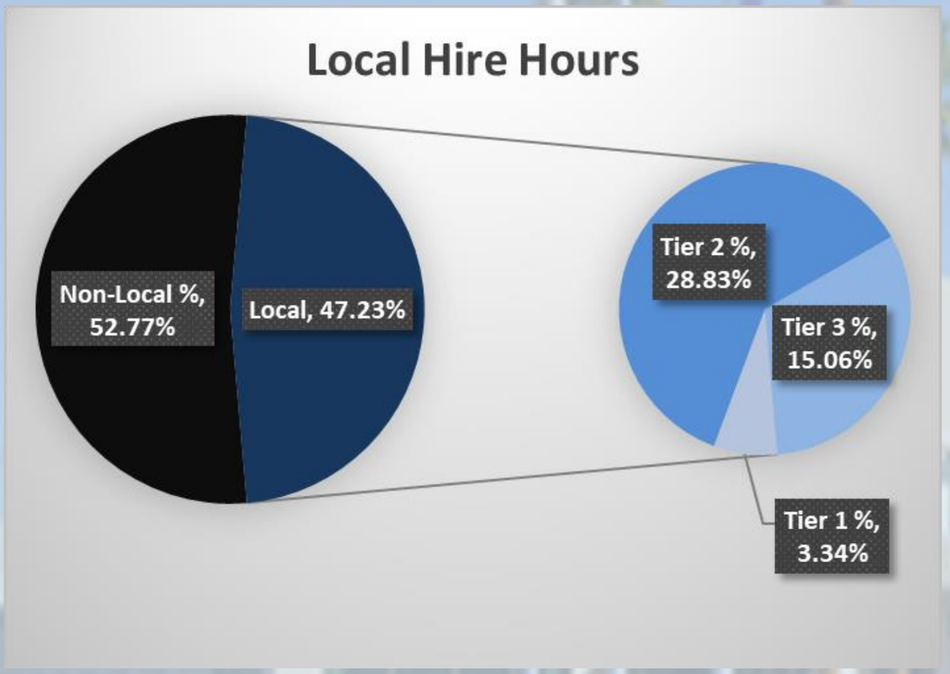
Projects Awarded under agreement:

Project	Award Date	Engineer's Estimate	Award Amount	% Change
21-22 & 22-23 Sewer Main Lining at Various Locations	2/14/23	$821,508.00	$790,897.50	-3.73%
Sewer Upsizing on Brenner Ave. & Melrose St.	4/11/23	$641,772.00	$461,716.00	-27.90%
22-23 Annual Pavement Rehab	4/25/23	$1,442,125.00	$1,574,970.00	+9.21%
Orangethorpe Ave. Rehab Project from Western Ave. to Stanton Ave.	7/11/23	$1,645,190.00	$1,756,000.00	+6.74%
Whitaker School Project	5/23/23	$3,543,172.00	$4,838,097,84	+36.55%
SCE Trail Phase 2 Project	7/25/23	$1,291,762.75	$1,339,251.14	+3.68%
Various Park ADA Improvements	7/11/23	$802,350.00	$1,046,971.00	+30.49%
Peak/Boisseranc Park Pool Improvements	8/21/23	$2,394,000.00	2,219,843.60	-7.27%

CWA – Local Hire Goal

- 30% of all hours
- Local Area – 3 Tiers
  - Tier 1 – City Zip Codes +
    - Veterans
    - MC3 Graduates
  - Tier 2 – 10 Mile Radius
  - Tier 3 – Orange County

CWA – Local Hire Goal



Category	Hours	%
Tier 1	163.17	3.34%
Tier 2	1,409.50	28.83%
Tier 3	736.03	15.06%
All Local	**2,308.70**	**47.23%**

CWA – Challenges

- Difficulties getting bidders
  - Fewer bids submitted on CWA projects
    - SCE Trails and Peak/Boisseranc Pool both received only 1 bid
    - Geotechnical and Survey contracts also receive fewer bids
  - Higher bids from remaining bidders
  - Specialty Work

CWA – Challenges

- Solutions
  - Some CWA provisions relaxed for Specialty work
  - TSG working with staff and Building Trades to broaden pool of contractors/subcontractors

City of Buena Park

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION ON OCTA'S PROJECT V FUNDING APPLICATION

Meeting	Agenda Group	
Tuesday, November 14, 2023, 5:00 PM	STUDY SESSION	Item: C

Presented By	Prepared By
Deepthi Arabolu, PE, TE, Assistant City Engineer	Mina Mikhael, Director of Public Works/City Engineer

Approved By
Aaron France, City Manager

DISCUSSION

At the November 12, 2019, City Council meeting, the City Council adopted a resolution approving the submittal of an application to the Orange County Transportation Authority (OCTA) for Measure V funding for a community-based transit/circulator program in the Entertainment Corridor.

The application submitted in 2019 was pursuant to a proposal from the Anaheim Resort Transportation (ART) agency which provides a public transportation system operating within the Anaheim Resort district. The network includes 19 interchangeable bus routes with service to more than 70 stops in and around Anaheim and Orange County. The system also includes a micro transit system named FRAN, which stands for Free Rides Around the Neighborhood. FRAN, which operates within Center City in Anaheim, provides free rides around the 1.9 square mile area to dozens of restaurants, breweries, offices, museums, and senior centers. FRAN operates Polaris GEM e6 Model vehicles that are 100% electric and ADA accessible. The system is interconnected through the mobile app and third party services that interconnects trip requests with vehicle availability while optimizing wait times. Patrons needing ADA accessibility can also request the ADA-accessible vans through the mobile app, meeting Federal ADA requirements. The City's application to utilize ART's services was for approximately $3.7M of funding including an 11% local match. However, this project was not eligible for funding as it did not meet the Project V call for project objectives.

Contingent to OCTA's Board approval of a fifth round of M2 funding for Project V through the Comprehensive Transportation Funding Programs (CTFP), applications are anticipated to be due on January 25, 2024. Project V establishes a competitive program for local jurisdictions to develop local bus transit services such as community based circulators, shuttles, and bus trolleys that meet the needs in the areas not adequately served by regional transit. Projects will need to meet performance criteria for ridership, connection to bus and rail services, and financial viability to be considered for funding. All projects must be competitively bid, and they cannot duplicate or compete with existing transit services. Projects must meet productivity standards for continued funding and require a minimum local match of 10% for traditional services and a minimum local match of 50% for on-demand services. Strength of applications are scored based on the following scoring criteria: Financial Commitment, Operations Plan/Service Type, and Community Benefit. The proposed 2024 CTFP Guidelines Framework is included on slide eleven of the attached OCTA PowerPoint. One of the requirements is that, if the service is cancelled, M2 funded vehicles are subject to repayment to OCTA based on the remaining useful life/straight-line depreciations.

Staff was approached by a company called Circuit which provides shared ridership utilizing electric shuttles and vehicles. The intention of the services is to connect communities by complementing existing public transportation. Circuit operates three types of vehicles: a five passenger GEM vehicle engineered for local streets with speed limits under 35mph, electric sedans, or 8-15 passenger electric vans. These vehicles are offered as an on-demand service that may be requested

through their website or their mobile app. The service may be provided through the Project V funding if it qualifies and can present the need in Buena Park. Project V funding will apply to the service with a local match; however, if ridership demand is not met, Circuit's overages will be billed to the City. While Circuit's initial delineation of a successful route within the City covers Beach Boulevard through Koreatown and the Entertainment Corridor, the majority of streets are arterial streets with speed limits over 40 mph and would eliminate the GEM vehicle option. Further studies by Circuit are needed to identify gaps in the existing transportation that can compliment OCTA's current bus service, and outreach to determine the community's needs.

An application for funding may be due as early as January 25, 2024. Staff is seeking direction on whether or not to proceed with preparation of an application for the 2024 CTFP call for projects.

Attachments

2019-11-12 CC AR 10.pdf

Project-V-Stakeholder-Presentation202310.pdf

City of BUENA PARK

Agenda Report to City Council

MEETING DATE: November 12, 2019

TO: The Mayor and City Council

TITLE: **RESOLUTION APPROVING THE SUBMITTAL OF AN APPLICATION TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) FOR FUNDING UNDER THE PROJECT V COMMUNITY-BASED TRANSIT/CIRCULATORS PROGRAM FOR A MICROTRANSIT SYSTEM WITHIN THE ENTERTAINMENT CORRIDOR**

RECOMMENDED ACTION:
1) Adopt a resolution approving the submittal of an application to OCTA for Measure V funding for a community-based transit/circulator program in the Entertainment Corridor; and 2) Authorize the City Manager and City Clerk to execute any necessary documents related to the submission of the grant.

PURPOSE:
Authorize the City Manager's Office and Public Works Department to submit an application for Measure V funding through OCTA. There are no associated costs with the adoption of this resolution.

PREVIOUS COUNCIL/COMMISSION/COMMITTEE ACTION:
At the study session on October 22, 2019, the City Council was in support of applying for this funding and directed staff to bring back a resolution for formal adoption.

DISCUSSION:
The Anaheim Resort Transportation (ART) is a public transportation system operating within the Anaheim Resort district and surrounding areas such as Buena Park. The network includes 19 interchangeable bus routes with service to more than 70 stops in and around Anaheim and Orange County. The system also includes a microtransit system named FRAN, which stands for Free Rides Around the Neighborhood. The current FRAN, which operates within Center City Anaheim (CtrCity Anaheim), provides free rides around the 1.9 square mile area to dozens of restaurants, breweries, offices, museums, and senior centers. This microtransit system allows the more than 3,700 residential units to easily traverse the area while reducing traffic counts as well as vehicle emissions. FRAN operates with eight standard Polaris GEM e6 Model vehicles that are 100% electric and two modified electric vehicles that are ADA accessible. The whole system is interconnected through app and third-party e-hailing services that interconnects trip requests with vehicle availability while optimizing wait times, which average three minutes or less. Patrons needing ADA accessibility can also request the ADA-accessible vans through the app, meeting Federal ADA requirements.

Recently, staff was approached by ART to establish a microtransit system within Buena Park's Entertainment Corridor that could be linked to Anaheim locations in the future. This system would serve some of the more popular sites within the Corridor from the Source to Knott's Berry Farm along Beach Boulevard. ART has reached out to both Knott's Berry Farm and Medieval Times and they are supportive of this type of project. In concept, the service would not have a specific route, but rather allow local residents and visitors to be picked up similar to an e-hailing service and dropped off at specific points within the Corrdior. Since the Entertainment Corridor is bisected by Beach Boulevard, a larger-scale vehicle would need to be employed since the FRAN vehicles in Anaheim are not rated for streets with vehicle traffic of 35 mph or higher. In discussions with ART, they believe that they will be able to find a 100% electric vehicle that meets these requirements.

This month, the Orange County Transportation Authority (OCTA) opened a call for projects for Community Based Transit/Circulators (Measure V). ART believes that this type of project would be a strong contender. ART staff and their grant writing consultant would assist City staff with the submission of the grant as cities are the only type of entities that can apply for funding. During preliminary discussions, ART indicated that there is a 10% City match for the grant. ART believes that this 10% matching portion could be offset by existing advertising from Knott's Berry Farm and other local attractions. Final numbers will not be realized until a thorough evaluation of the program is performed during the application process.

The proposed resolution would allow the City to submit an application for funding in an amount no greater than $550,000 for a term no longer than seven years. The City of Buena Park will be the main applicant as OCTA requires cities to apply for Measure V funds.

BUDGET IMPACT: There are no costs associated with the adoption of this resolution.

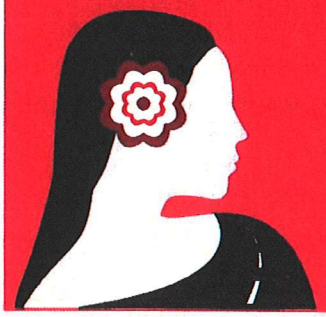
Prepared by: Aaron France, Assistant City Manager
Approved by: Jim Vanderpool, City Manager

Presented by: Aaron France, Assistant City Manager

ATTACHMENTS

1) Resolution
2) FRAN brochure

the ART of connecting the dots



Creating memorable experiences that connect people

FRAN

Free Rides Around the Neighborhood



FRAN is an on-demand, MicroTransit system of electric vehicles providing point-to-point on-demand trips in Anaheim, California

FRAN FAST FACTS

- 10 all-electric GEM e6 vehicles
- Point-to-Point service, 10 stops, 1.9-square-mile area
- Provide on-demand connectivity to local destinations, civic uses, residential complexes, parking facilities and FUN
- Custom designed CtrCity mobile app
- Averages over 100 riders per day within four months of launch
- Over 25,000 patrons served in seven months since inception

How to Build a MicroTransit Program

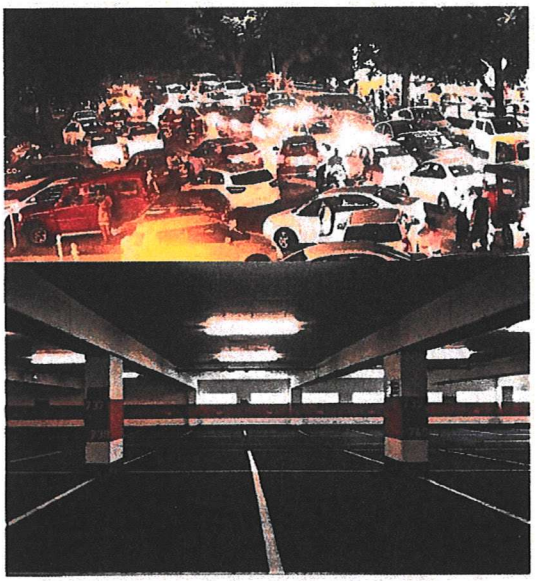
Contact
Jim Appleby, Project Control Manager
Anaheim Resort Transportation (ART)
888-364-2787 / JAppleby@atnetwork.org
www.rideart.org

How to Build a MicroTransit Program

A "How To" by the Anaheim Transportation Network

Why FRAN?

FRAN is both evolutionary and revolutionary. Center City Anaheim (CtrCity Anaheim) is experiencing an influx of new residents, employees and visitors. The 1.9 square mile area is home to 3,700 residential units and anticipating 1,000 more units over the next five years. Aside from residences, the area offers dozens of restaurants, craft breweries, office, civic uses, museum and senior centers. While the area is pedestrian-friendly, FRAN offers alternative ways for people to connect with Center City (CtrCity Anaheim). The MicroTransit system idea evolved as a proactive approach to address the impacts of parking management as the area continues to grow and offers a service to the community.



THE CHALLENGE

How do you encourage residents, employees and visitors to frequent CtrCity businesses, but minimize traffic and take advantage of excess *remote* parking capacity?

THE SOLUTION

A zero-emission, MicroTransit option weaved into the community fiber. FRAN connects remote parking facilities and existing public transit corridors to businesses and homes. FRAN enables cars to remain parked all day and supports car-free living among area residents

FRAN rides are "free" but innovatively paid for by local property assessments

INTEGRATED WITH DEVELOPMENT

"As a public transit agency, ATN is working with developers up front to plan for transit opportunities. This type of planning doesn't exist anywhere else. With this proactive approach to management of transportation services, we incorporate transit. It is not just an appendage on the roadway or a non-descriptive bus stop. Transit becomes integrated with the development. I know this is a paradigm shift...I know this is revolutionary...but we have to look beyond the obvious, stop living in our development bubbles, and begin to provide mobility solutions to the traveling public."

Paul Sanford, Chairman of the Board, ATN
CEO & Asset Manager, Wincome Group



How to....Get Started!

Getting Started

1. ***Build Your Team - identify must-have partners***
2. ***Define Your Priorities***
3. ***Build Your Brand***
4. ***Develop Your Mobile E-Hailing Technology***
5. ***Secure Your Vehicle Manufacturer***

Get them excited about what is coming

Start talking about branding and marketing early in the process. Generate a few ideas and pitch them to the public

FRAN's must-have partners: Transit agency Anaheim Transportation Network, local government (City of Anaheim), DoubleMap mobile application developer, and Polaris vehicle manufacturer.

Add partners: As service area is defined and program is developed. Examples: technology providers, businesses in the service area, property developers, operators, colleges and universities, des *ina ion points and tourist attractions, etc.*

FRAN's Priorities

- Electric Feet
- Branding to Reflect the Place and Community
- A Low-Speed Vehicle



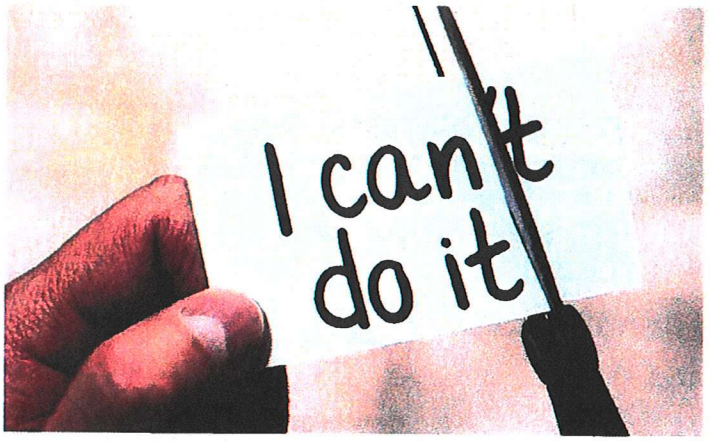
A PARADIGM SHIFT TO TRANSIT IS CRITICALLY NEEDED

"Once the parking structure is built—that's it. We've established the area as a place for cars and emissions for the next 50 years. A paradigm shift to transit is critically needed to ensure the sustainability of Anaheim for the long-term. FRAN and the CtrCity mobile app are that paradigm shift."

Rudy Emami, P.E.
Public Works Director, City of Anaheim

Key Partner Qualification:

Be willing to try something new and turn obstacles into opportunities



Partner with city staff who know where development is occurring and can impact development agreements. For example, the City of Anaheim's Community and Economic Development team partners with the CtrCity Merchants Association, which incorporated the downtown businesses as project and marketing partners

How to....
Define the Scope of Service

Define Your Service Area

FRAN's Approach: Partnered with the City's Community and Economic Development team to identify where new development was occurring. Concurrently, a parking study of 4,282 parking spaces was conducted to identify:

- Available Parking Inventory
- Parking Utilization Rates
- Areas of negative impact on residents and businesses due to lack of parking availability

Study Results: There is sufficient existing parking in CtrCity; implement strategies to maximize available parking to reduce the need to build more parking structures

FRAN's Primary Goal: Direct people to park in the underutilized parking facilities and provide FRAN to connect them to businesses, civic uses, and entertainment

FRAN's Public Input: ATN reached out to the public to ask about areas of need and interest. Residents identified areas and events where intrusions on the neighborhood or congested street parking impacted their quality of life – such as idling vehicles or access to a local park for Summer Concert Series

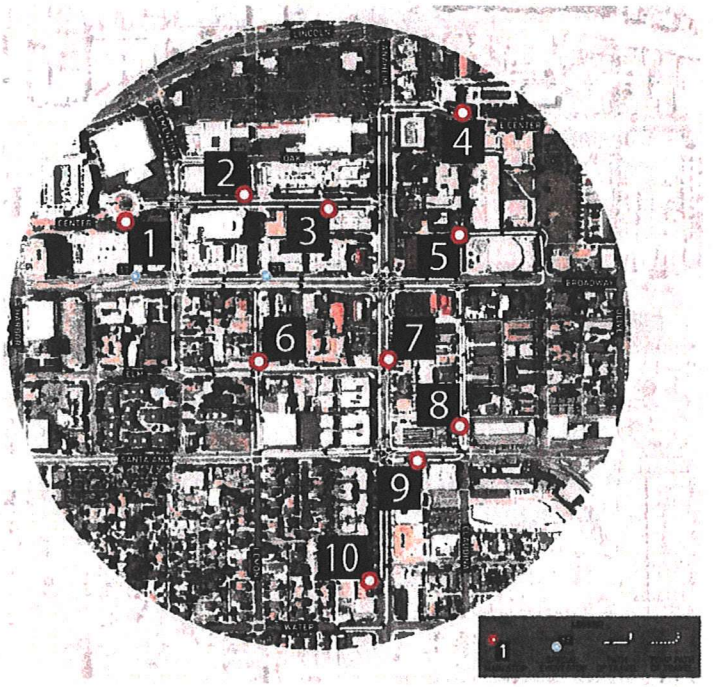
Check the speed limits on the roadways in your service area. Typically, MicroTransit vehicles can only operate on roads with speed limits of 35 mph or lower

Plan your vehicle charging locations for easy access to the service area

Provide connections to your local transit options. Think about your first and last-mile opportunities. Plan on integrating technologies and updating maps showing transit connections

Vehicles in Operation

ATN currently has two to three vehicles in operation during service hours. This number provides service to the target area while keeping maximum wait times under 5 minutes



On-Demand, Fixed-Route, or Point-to-Point Service?

The City's parking study identified parking structures on the perimeter of CtrCity Anaheim business district. Matched with locations identified by the public and residents, ATN established 10 pick- up and drop-to-point MicroTransit solutions

STRATEGY

Work with local jurisdiction to use MicroTransit services. Use MicroTransit as an economic development tool. Lieu of requiring businesses to provide parking infrastructure; businesses payan assessment fee for MicroTransit service. Patronsare dropped at their front door generating more business and happier customers. Service promotes business and future economic development opportunities

How to....
Select an Asset Model

Select Your Asset Model

Purchasing Model vs. Leasing Model

BONUS: A CDL is not required of drivers.

Purchasing Model – Agency purchases vehicles and technology, trains and hires drivers, provides full operations and maintenance of the vehicles

Leasing Model – Third-party providers allow for turn-key services. A monthly (or annual) payment covers costs for vehicles, drivers, operations, maintenance, technology, insurance, and branding of your choice.

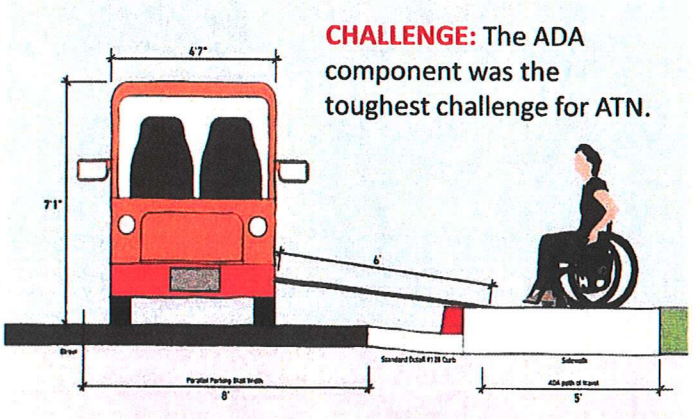
Hybrid Model – Agency purchases vehicles and technology and contracts for drivers, operations, and maintenance
This is ATN's micro-transit model

Choosing the Vehicle: Factors Considered

ATN Wish List: Neighborhood vehicle, street legal on roads of 35 mph or less, seat 6-8 people at a time, and looks unique and fun (it is not a bus). Three mandatory vehicle design criteria:

- Vehicles Must Be Electric
- Custom Designed
- Must Satisfy ADA Requirements

Lesson Learned: Consider Your Climate. Climate controls (air and heat) were not included in the GEM e6 Model purchased by ATN. The material of the driver's uniform had to be modified to provide better comfort during hot days in Southern California.

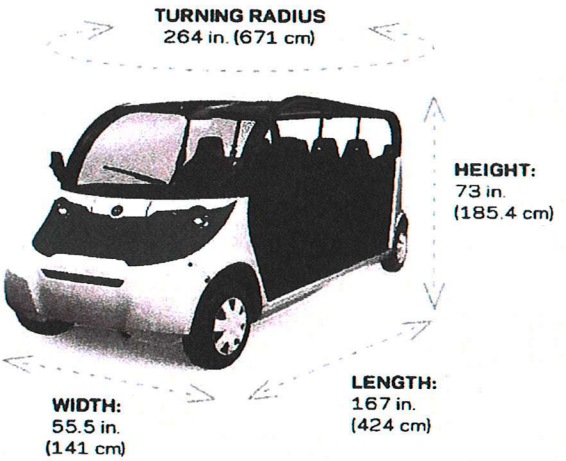


CHALLENGE: The ADA component was the toughest challenge for ATN.

Transit service providers are required to provide ADA accommodations on 100% of their vehicles. However, due to their small size, you will lose up to 80% of your seating capacity in every low-speed electric vehicle to accommodate this requirement. A federal waiver is needed to certify the service will provide holistic ADA accommodations. The service, including themobile app's ability to reserve an ADA vehicle,should be certified - not the individual vehicle. Once filed, the waiver takes 90 days to process, and must be recertified annually. ATN purchased two ADA vehicles and eight standard vehicle seating. ATN ensures an ADA vehicle is available by request through the mobile app, therefore satisfying federal requirements.

Polaris GEM e6 Model

- 100% electric with standard 110 outlets needed for charging
- Two of 10 with ADA accommodations
- Ability to custom design with FRAN design elements
- Windows and doors
- No heater, defrost, or climate control
- Ability to use interior space for advertising (back of headrest screens)



How to....Develop Technology

Choose/Build Your Technology

Do not cut corners on technology. The technology can make or break your MicroTransit program. Also, start technology conversations early in the process; this is an important component to consider while building your team

INTEGRATION

- One-Stop-Shop trip planning and payment - plan trip, make one payment for trip, and keep QR code or e-ticket in e-wallet (paperless)
- An open API allows for multi-modal app integration. This is crucial to the ability of a MicroTransit program's capability to provide first- and last- mile service by connecting with bus, rail, shared services, etc.
- Integrate surrounding/connecting transit options into your MicroTransit app
- Integrate your micro-transit service into surrounding/connecting transit provider apps in the region

ACCESS

- Provide real-time tracking
- If using point-to-point service, incorporate set locations for users to request a ride
- Determine if people can only access the service if they use the mobile app. Consider the option of hailing a ride without using the app and how those rides will be tracked
- Allow to reserve a ride ahead of time
- Develop strategy for the unbanked population to use the system (if applicable)

DATA

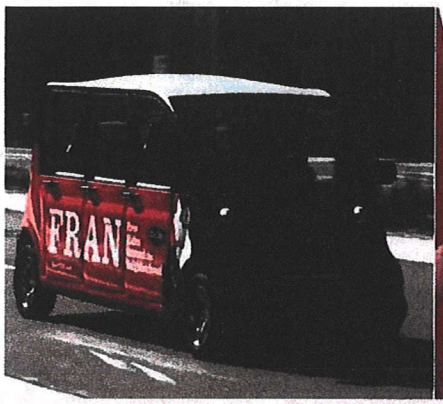
- Provide data reports reflecting number of users, number of trips, miles traveled, CO_2 saved
- Does driver need iPad/tablet to track rides? This may only apply if users can hail a ride (not using the mobile app). In-vehicle technology to track where vehicles travel the most/least could help with where/how you expand your service area in the future
- Ability to conduct customer satisfaction surveys

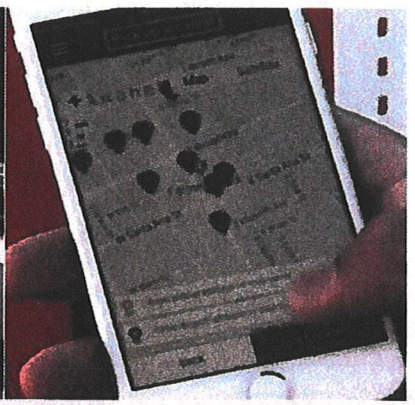
PAYMENTS

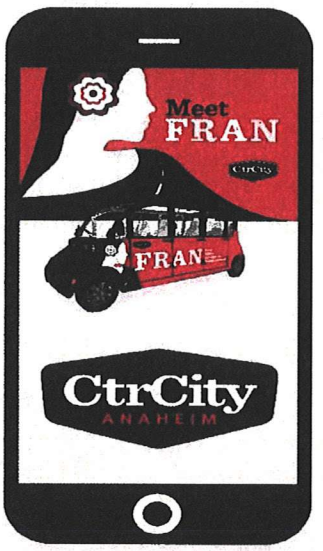
- Allow for other purchases, apply vouchers or coupons at check-out
- Connections to Apple Wallet, Google Pay, etc.

FUNDING OPPORTUNITIES

- Ability to advertise/use advertising space in the app
- Incorporate parking guidance and payment options as to allow for parking to be used as a potential program funding source







Equality in MicroTransit

Allowing users to hail a ride (not using an app, but by using their hand) to users to simply 'be' at one of the point-to-point service locations to catch a ride is beneficial to populations that may not have smart phones or the ability to download an app.

How to....Secure Funding

Secure or Identify Funding

Funding

SOURCES	AMOUNT
Mobile Source Reduction Committee (MSRC) Grant	$90,000
Transit and Intercity Rail Capital (TIRCP) Grant	$443,000
Association & Owners Dues	$88,000/year
Advertising	$85,000 (Year 2)
Total *(Two Years)*	**$794,000**

USES	AMOUNT
Vehicle (10 GEMs)	$250,000
In-Vehicle Equipment	$25,000
CtrCity APP	$49,000
Operations (2 years)	$386,000
Real Time Signage	$40,000
Contingency	$44,000
Total	**$794,000**

When developing your funding strategy, ensureyour funding sources will pay for operations or strategically allocate toward other funds operations

FRAN Service Schedule

Day	Hours	Operating Vehicles*
Monday - Thursday	11 AM - 10 PM	2 vehicles
Friday & Saturday	11 AM - Midnight	4 - 5 vehicles
Sunday	11 AM - 11 PM	3 - 4 vehicles

*Swap-out ADA vehicle available

Max 10 minute wait time

Ensure your service schedule accommodates your target audience. FRAN's service hours accommodate CtrCity's nightlife. If you are providing MicroTransit service for a bustling business district, modify hours accordingly

Business Associations, Colleges, Attractions

From the beginning, business associations, colleges, universities, tourist destinations are key partners. Work with them and develop a self-assessment to pay for ongoing O&M. Identify all partners that would benefit from your MicroTransit solutions. Look for opportunities to provide benefits to businesses that need exceptions and special conditions in their permitting process. Could they participate in the program in lieu of other requirements?

How to....Branding & Marketing

Branding

Branding is a long-term decision. FRAN is not just a name. FRAN connects the service to Anaheim's history. Businesses andpartners loved the idea and could visualize the end result when branding was presented along with the concept of the service. Do not leave branding to the end. Begin branding and marketing on day one.

Marketing

CtrCity Anaheim is a branded 1.9-square-mile development district in the heart of Anaheim, California, complete with restaurants, cafés, boutiques, a farmer's market, breweries, apartments, condos, hotels, employment hub, civic uses and office space. Events include the Anaheim Japan Fair, a Vegan Faire, movie nights, and concerts. The Packing District within CtrCity hosts 24 culinary and boutique artisans. There is no shortage of opportunity to market.

Who was FRAN?

More than just a free ride, FRAN embodies a person: Francisca Avila Rimpau. Francisca was born and raised in the Avila Adobe, the oldest standing residence in Los Angeles (on Olvera Street, in a historic district part of El Pueblo de Los Angeles Historic Monument in Downtown Los Angeles). Francisca's father, Francisco Avila, was mayor of Pueblo de Los Angeles before California became part of the United States. In 1850, Francisca married a German immigrant, Theodore Rimpau. Their marriage is one of the first recognized after California gained statehood, making it truly a historic love story. Francisca's eighteen children became the earliest real estate developers, educators, movers and shakers of Los Angeles and Anaheim.





Each of the 10 FRAN vehicles are named after Francisca's daughters or grandaughters and wrapped in a powerful orange as well as a beautiful sillhoutte of Francisca.

Advertising on FRAN

In Year two of FRAN's operation, ATN intends to install touch-screen tablets on the back of the headrests. This will allow digital advertising space to the businesses in CtrCity

Future of FRAN

Short-Term: The original boundary will extend to surrounding neighborhoods and service will be offered on-demand. Residents will use the mobile app to request a ride from their front door

Long-Term: Expand further to other neighborhoods. No additional capital operating costs will likely increase as the program is intensive

For a Tour or More Information, Contact

Jim Appleby, Project Control Manager
Anaheim Resort Transportation (ART)
888-364-2787 / JAppleby@atnetwork.org
www.rideart.org







Comprehensive Transportation Funding Programs (CTFP)

2024 M2 Project V Proposed Guidelines Framework

October 11, 2023



OCTA | OCGO

Local Tax Dollars at Work

M2 Community Circulator Program Overview

- Offer competitive grants for local transit options
- For areas not adequately served by regional transit
- Cannot duplicate or compete with existing transit services
- Provides connections to regional bus and rail services
- Must meet productivity standards for continued funding
- Local matching funds required

Project V

Community Based Transit/Circulators

Description:
This project will establish a competitive program for local jurisdictions to develop local bus transit services such as community based circulators, shuttles and bus trolleys that complement regional bus and rail services, and meet needs in areas not adequately served by regional transit. Projects will need to meet performance criteria for ridership, connection to bus and rail services, and financial viability to be considered for funding. All projects must be competitively bid, and they cannot duplicate or compete with existing transit services.

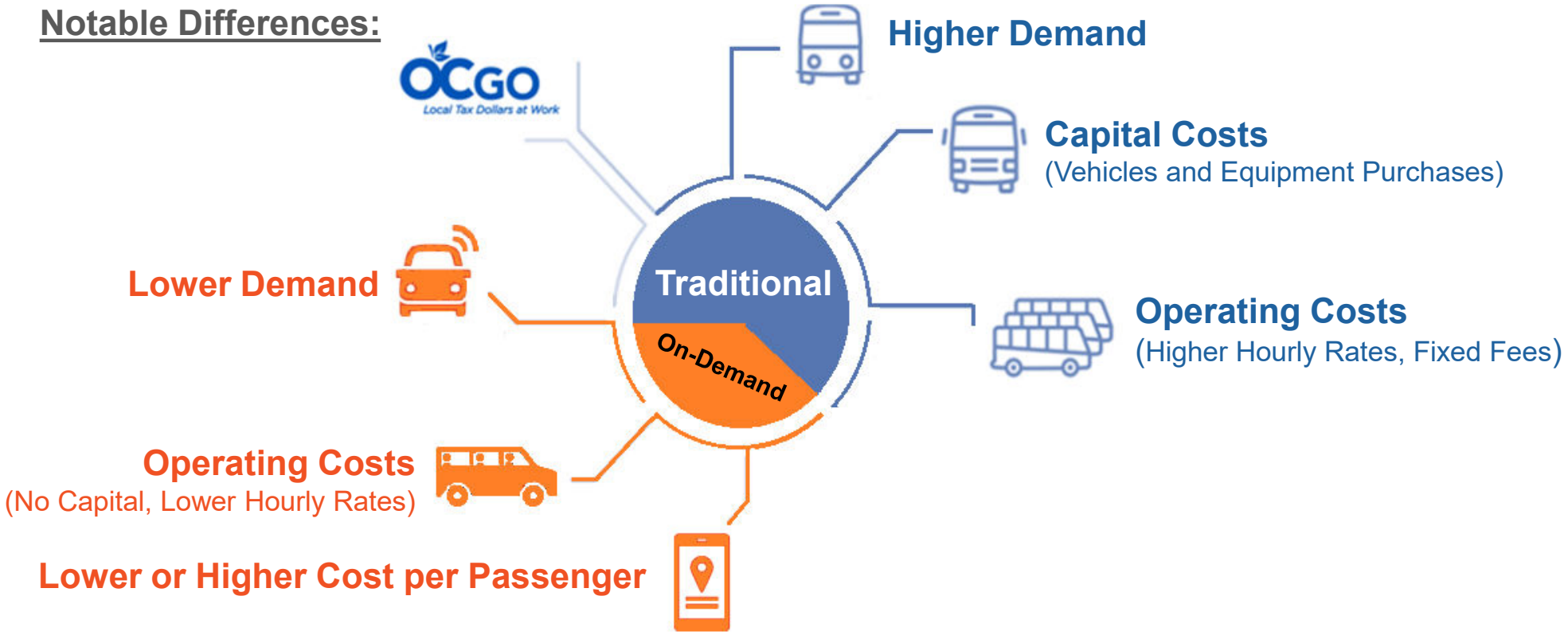
Program Overview Continued

Types of Services:



Program Overview Continued

Notable Differences:



Program Overview Continued



To date, **$53 million** programmed for 36 projects and 10 planning studies



Special Event and Seasonal Services most **successful** (based on ridership)



Last Project V Call for Projects was in 2020



Current funding commitments are scheduled to **end** between FY 2024 and FY 2028

Local Agencies Interest in 2024 Call

Conducted **outreach effort** to gauge interest in 2024 Call

Majority of concepts focused on **new**, **continued**, or **expanded** seasonal and special event services

Other areas of interest included on-demand and microtransit services and planning studies

In spring 2024, OCTA received 18 letters of interest (over 20 project concepts identified).

Proposed 2024 Project V Call Objectives

1. Continuation of existing projects*
2. Expansion of existing Project V services
3. New Traditional Project V services
4. On-demand services

Other Priorities to Note:

- Combine continuing existing services into one grant
- Competitively procure or reprocure for service providers

**Existing projects* are defined as previously funded Project V services that, at minimum, meet the cost per boarding requirement*

Highlights of Proposed Changes



- Traditional service max starting at **$592k per year**
- Minimum local match = **10% for Traditional service and capital**
- On-demand service max starting at **$296k per year**
- Minimum local match = **50% for on-demand service**
- Funding provided from **FY2025 to FY2031**
- **Shared ride option required** for on-demand service
- **GTFS data required** for most services

Proposed Scoring Criteria

Category	Weight
Financial Commitment	☑
Cost Effectiveness	
Project Readiness	
Operations Plan/Service Type	☑
Ridership Projection	
Funding Plan	
Community Benefit	☑
Total Points Possible	100

Proposed 2024 CTFP Guidelines Framework

- Comply with CTFP guidelines and cooperative agreement requirements
- Must be eligible to receive M2 funds
- Competitive procurement of service operators
- Grant streamlining
- Quarterly ridership reports
- Annual customer satisfaction surveys and on-time performance thresholds
- Project subject to cancellation if minimum performance requirements not met
- If cancelled, M2 funded vehicles subject to repayment to OCTA (based upon remaining useful life/straight-line depreciation)
- Final reports due at end of project
- All expenditures subject to audit

Proposed 2024 Call Schedule

- Transit Operator Vendor Fair: **Monday, October 30, 2023 at 10:30 AM** (via Zoom)
- Anticipated Call Issue Date: **Monday, November 13, 2023**
- Application Workshop: **Tuesday, December 5, 2023 at 10:00 AM** (via Zoom)
- Anticipated Application Deadline: **Thursday, January 25, 2024 at 5:00 PM**
- Final Resolutions Adopted by Governing Body Due to OCTA: **Thursday, February 15, 2024**
- Funding Recommendations Presented to OCTA Board: **Spring 2024**

Contacts

Primary

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Alternate

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Application Support

Jimi Mitchell, Consultant
(213) 694-4457 | jmitchell@nelsonnygaard.com





Questions and Feedback

City of Buena Park

City Council Regular Meeting Agenda Report

DISCUSS AND PROVIDE DIRECTION REGARDING THE ESTABLISHMENT OF A CIVIC ENGAGEMENT GRANT PROGRAM

Meeting	Agenda Group
Tuesday, November 14, 2023, 5:00 PM	STUDY SESSION Item: D

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

Approved By
Aaron France, City Manager

DISCUSSION

At the Council Meeting of January 10, 2023, Council Member Castañeda requested a discussion regarding establishing a Civic Engagement Grant Program. The intent behind this request was to make grant funds available to boost public (civic) participation and build a meaningful coalition of high impact program(s) to benefit and strengthen the community. In general, Civic Engagement Grant Programs allow community members, neighborhoods, business associations, non-profits, and other groups to enhance community involvement and provide feedback to local government officials by requiring specific tasks, actions, goals, and objectives of community building that leads to more community participation for culturally-specific communities or demographics. Typically, these grant programs seek to increase community involvement of people who are usually not included in the governmental decision making process. These civic engagement programs are designed to increase community involvement for under-supported or under-represented racially and culturally specific communities who may not participate in the decision making process to improve local communities.

Here are some examples of civic or community engagement grant programs from other local agencies:

- Youth Engagement Grant: supports youth engagement and leadership development in communities.
- Environmental Justice Grant: addresses environmental justice issues in communities, including projects related to environmental concerns.
- Community Impact Grant: provides multi-year funding for a project or program that makes a sustained, targeted impact in a priority area of community concern.
- Community Opportunity Grant: promotes education, diversity, arts, or community involvement.
- Diversity, Equity, Inclusion and Belonging (DEIB) Spaces Mini-Grant: increases access to and secures spaces that create diversity, equity, inclusion, and belonging.
- Language Access Community Grant: increases community and City capacity to meet the language access needs of under-served immigrant communities and monolingual or Limited English Proficient (LEP) individuals.
- Community Organization Grant: enhances the quality of life of residents by supporting the advancement of education, community engagement, and other activities that benefit the community.
- Community Coalition Grant: provides an open forum in which stakeholders may discuss and resolve community issues collectively, advocate for a better quality of life, and engage collaboratively with government services within the community to support the organizational growth of the overall community.

Staff recommends that the City Council provide direction on whether or not to establish a Civic Engagement Grant Program.

If so, below are just a few policy questions for City Council to consider:

- What goals or impacts would you anticipate achieving from this grant?
- Which community and business groups, under-represented groups, organizations, or other interested parties should be targeted for this grant program? Some examples of this membership group includes representation from the following communities: education/schools, unemployed individuals, youth/young adults, elder adults/senior citizens, African Americans/Blacks, Hispanics/Latinos, disabled, homeless, communities of faith, health care (clinics), social services, and public sector communities.
- How much general fund dollars from the undesignated reserve fund (rainy day fund) should be appropriated for this purpose? Depending upon the City Council's vision and goals for this program, between $30,000 and $150,000 or more may be needed to achieve the desired outcome of this grant program. These funds are typically from the general fund undesignated reserve account.
- When would the City Council anticipate making these funds available? The City Council may consider funding this initiative immediately or review the program as a Policy Issue during the City Council budget review session for Fiscal Year 2024-25.
- Would the City Council anticipate the need for additional staff, either part-time or full-time, to administer this grant?
- Or, would the City Council like to provide different direction?