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

Tuesday, December 12, 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 PARTICIPATION (ZOOM)

https://us06web.zoom.us/j/83359184955?pwd=K3JWMm0xVCtxWnJjb1pyVkJJZy91Zz09

MEETING ID: 833 5918 4955 PASSCODE: 046385

CONFERENCE CALL: (669) 900-6833

SPECIAL NOTICE REGARDING PUBLIC MEETINGS

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

OPTION 1: IN-PERSON

The public may attend this meeting in-person. Those wishing to speak are asked to add their information at the digital public kiosk located at the entrance of the Council Chamber. 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/83359184955?pwd=K3JWMm0xVCtxWnJjb1pyVkJJZy91Zz09
  MEETING ID: 833 5918 4955 PASSCODE: 046385

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
Reverend Dr. Joel Van Soelen, Anaheim Christian Reformed Church

1D. PLEDGE OF ALLEGIANCE
Aaron France, City Manager

1E. CITY MANAGER REPORT

2: PRESENTATIONS

2A. AWARD OF MERIT PRESENTED TO BUENA PARK POLICE DEPARTMENT LIEUTENANT JOHN BAILEY

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: NEW BUSINESS

4A. COMMENDATIONS TO OUTGOING MAYOR BROWN

4B. COMMENTS BY OUTGOING MAYOR BROWN
Mayor Brown will now turn the meeting over to the City Clerk.

4C. SELECTION OF MAYOR
After the selection of Mayor, the City Clerk will turn the meeting over to the new Mayor.

4D. SELECTION OF MAYOR PRO TEM

4E. PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR PREPARATION OF A CLIMATE ACTION AND ADAPTATION PLAN

— Recommended Action: 1) Approve a Professional Services Agreement (PSA) with DUDEK for the preparation of a Climate Action and Adaption Plan in an amount not to exceed $374,120.50; 2) Approve a budget amendment in the amount of $374,120.50 from the City's undesignated General Fund balance; 3) Authorize the City Manager and City Attorney to make any non-monetary amendments to the agreement; and 4) Authorize the City Manager and City Clerk to execute the agreement.

5: 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.

5A. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving Claims and Demands.

5B. TREASURER'S REPORT FOR THE MONTH OF OCTOBER 2023

— Recommended Action: Receive and file the reports.

5C. RESOLUTION AUTHORIZING AND DIRECTING CERTAIN BANKS TO HONOR ALL CHECKS, DRAFTS, AND WARRANTS WHEN BEARING CERTAIN SIGNATURES AND FACSIMILE SIGNATURES OF CITY OFFICIALS AND RESCINDING ALL CONFLICTING RESOLUTIONS

— Recommended Action: Adopt resolution.

5D. AGREEMENT WITH ORANGE COUNTY SHERIFF’S DEPARTMENT (OCSD) TO TRANSFER FUNDS RELATED TO THE 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR SUPPLEMENTAL FUNDING FOR THE LEASING OF FLOCK AUTOMATED LICENSE PLATE READER (ALPR) TECHNOLOGY

— Recommended Action: 1) Approve an agreement with the Orange County Sheriff’s Department (OCSD) to transfer funds for the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for supplemental funding for the leasing of Flock Automated License Plate Reader technology to assist in criminal investigations and identify suspects involved in criminal activity; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager to execute the agreement; 4) Approve a budgetary action to appropriate funds in the amount of $16,948.00; and 5) Authorize the police department to work with the vendor, Flock, to secure additional technology.

5E. FINAL PAYMENT FOR THE ORANGETHORPE AVENUE REHABILITATION PROJECT

— Recommended Action: 1) Accept project as complete and approve final payment to Hardy and Harper, Inc. in the amount of $96,436.78; and 2) Direct the Public Works Department to file a Notice of Completion.

5F. FINAL PAYMENT FOR THE 2021-2022 AND 2022-2023 SEWER MAIN LINING PROJECT

— Recommended Action: 1) Accept project as complete and approve final payment to Tunnelworks Services, Inc. in the amount of $13,617.06; and 2) Direct the Public Works Department to file a Notice of Completion.

5G. AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH ECONOMICS, INC. FOR SB 1383 PROGRAM SUPPORT AND OUTREACH

— Recommended Action: 1) Approve Amendment No. 1 to the professional services agreement with EcoNomics, Inc. for SB 1383 Program-related outreach and implementation; 2) Approve a budget amendment in the amount of $9,930 of CalRecycle grant funds for this purpose; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; and, 4) Authorize the City Manager and City Clerk to execute the amendment.

5H. AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH KNOWLAND CONSTRUCTION SERVICES, INC. FOR DSA REQUIRED IN-PLANT INSPECTION SERVICES

— Recommended Action: 1) Approve Amendment No. 1 to Professional Services Agreement (PSA) No. 23-11 with Knowland Construction Services, Inc. to perform additional Department of the State Architect (DSA) required inspection services for the Whitaker School Park Project in the amount of $29,400; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; 3) Authorize the City Manager and City Clerk to execute the amendment; and, 4) Approve a reallocation from the approved construction contingency to construction engineering in the amount of $140,000.

5I. AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH ALLIED UNIVERSAL FOR JANITORIAL SERVICES

— Recommended Action: 1) Approve Amendment No. 1 to Professional Services Agreement with Allied Universal ('Allied') of Santa Ana, California, to provide janitorial services at City facilities for calendar year 2024 in the amount of $356,215.44; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; and, 3) Authorize the City Manager and City Clerk to execute the amendment.

5J. RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS OF THE HUMAN RESOURCES DEPARTMENT

— Recommended Action: 1) Adopt resolution authorizing the Assistant City Manager/Director of Human Resources to destroy certain records of the Human Resources/Risk Management Department which are more than three years old and/or no longer required.

6: PUBLIC HEARING

No items.

7: COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8: RECESS

9: STUDY SESSION

No items.

10: CITY MANAGER REPORT

11: COMMISSION & COMMITTEE UPDATES

12: ADJOURNMENT

12A. Adjournment

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

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

If you would like to participate in any matter of business on the agenda and would like translation in 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: December 7, 2023

City of Buena Park

City Council Regular Meeting Agenda Report

PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR PREPARATION OF A CLIMATE ACTION AND ADAPTATION PLAN

Meeting	Agenda Group
Tuesday, December 12, 2023, 5:00 PM	NEW BUSINESS Item: 5E

Presented By	Prepared By
Matt Foulkes , Director of Community and Economic Development	Matt Foulkes, Director of Community and Economic Development

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a Professional Services Agreement (PSA) with DUDEK for the preparation of a Climate Action and Adaption Plan in an amount not to exceed $374,121; 2) Approve a budget amendment in the amount of $374,121 from the City's undesignated General Fund balance; 3) Authorize the City Manager and City Attorney to make any non-monetary changes to the agreement; and, 4) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

At its meeting on May 23, 2023, the City Council directed staff to prepare a Request for Proposals (RFP) to qualified consulting firms for the preparation of a Climate Action and Adaptation Plan.

DISCUSSION

The purpose of a Climate Action and Adaptation Plan (CAAP) is to provide the City with a comprehensive plan to address climate change. The plan will include actionable strategies the City will implement to both reduce greenhouse gas (GHG) emissions and address climate change impacts by adapting to and building resilience of the City's assets and operations. The Buena Park CAAP will focus on the reduction of GHG emissions in the construction, energy, transportation, and waste sectors. The development of the CAAP will be managed by the Community and Economic Development Department in cooperation with the Public Works Department, Purchasing Division, and the City Manager’s Office.

The City released a Request for Proposals (RFP) in June seeking professional consultant services to work with staff, environmental working groups, regional public agencies, community stakeholders, businesses, City Council and other applicable boards, commissions and committees to develop a comprehensive and innovative CAAP. A total of ten proposals were received, which were narrowed to a top five based on the RFP submittal criteria. Interviews were then conducted with the top five consultants by a review team consisting of City staff as well as representatives from Townsend Public Affairs and the Orange County Power Authority. Based on the proposals and interviews, the review team is recommending that the City enter into a professional services agreement with Dudek to partner with the City to prepare the CAAP. Dudek, and its subconsultant, Fehr & Peers, have extensive experience preparing Climate Action Plans for both municipalities and county governments in California. The review team was particularly impressed with Dudek's focus on preparing a CAAP that is data-driven, context-appropriate, transparent, and most importantly, implementable. The 11-month process will include

public participation and engagement to bring people, communities and businesses to the table to address concerns and hear suggestions from multiple stakeholders; assess needs, risks, and vulnerabilities; define community goals; identify preferred GHG reduction measures; and coalesce around common purposes. In addition to community outreach, the consultant team will also conduct engagement efforts across City Departments, City Council, City Commissions, and regional bodies. Dudek will partner with Excel Interpreting & Translating to ensure documents and engagement events are accessible to all community members and stakeholders. If approved, the project kick-off is scheduled for January/February 2024 to coincide with the hiring of the City's Sustainability Manager position who will be the lead project manager for the CAAP development and implementation.

BUDGET IMPACT

The proposed not-to-exceed amount for the Climate Action and Adaptation Plan is $374,121.

Attachments

Professional Services Agreement - Dudek.pdf

PROFESSIONAL SERVICES AGREEMENT

NO. 23-6

DATE: **November 20, 2023**

PROJECT: **Climate Action and Adaptation Plan**

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: **Aaron France**

Title: **City Manager**

Telephone: **(714) 562-3555**

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

THE CONSULTANT **DUDEK**

Name of Business

Representative: Name: **Kathy Smith**

Title: **Senior Contract Administrator**

Telephone: **( )**

Address:

Mailing Address: **605 Third Street**

Encinitas, CA 92024

TERM OF SERVICE:

Commencement Date: **January 1, 2024**

Completion Date: **June 30, 2025**

CONTRACT AMOUNT: **Not to exceed $374,122.50**

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

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

This Professional Services Agreement ("Agreement") is dated December 12, 2023 and is between DUDEK a California corporation (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT and the CITY are sometimes referred to herein 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 DUDEK as an independent contractor to prepare a Climate Action and Adaptation Plan as further described herein (collectively, the "**Services**").

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

The Parties therefore agree as follows:

1.0 RETENTION OF CONSULTANT. The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform for CITY, the "Services" as defined in Section 3 below, subject to and in compliance with the terms and conditions set forth herein.

2.0 TERM. The term of this Agreement shall commence on January 1, 2024 ("**Effective Date**"), and shall remain in full force and effect until June 30, 2025, unless sooner terminated as provided in Section 2 (the **"Term"**).

3.0 SCOPE OF SERVICES. The CONSULTANT shall provide professional consulting services in connection with the CITY's preparation of a citywide Climate Action and Adaptation Plan, as such services are further set forth in **Exhibit "A"** (collectively, the **"Services"**), to the CITY's reasonable satisfaction. The CITY may, from time to time, request changes in the Services to be performed by CONSULTANT 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 services, compensation, or other terms agreed to by the Parties.

4.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written "Notice to Proceed" from the Designated Official, and shall thereafter prosecute and perform the Services in a timely, diligent manner consistent with the schedule of performance set forth in Exhibit A. The Parties may, but are not obligated to, mutually agree in writing to extend the term of this Agreement if necessary to complete the Services.

5.0 COMPENSATION. As full and complete compensation for CONSULTANT's full and complete performance of the Services required under this Agreement, CITY shall pay CONSULTANT a NOT TO EXCEED compensation in the amount of **$374,122.50**. No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit A. The CITY shall make payment for additional services and expenses in accordance with Section 6 of this Agreement.

6.0 PAYMENT. Each month, the CONSULTANT shall submit invoices to the CITY for the services performed and any authorized reimbursable expenses incurred. The invoices shall

describe in detail the services rendered consistent with the project milestones identified in Exhibit A. The CONSULTANT shall remit the invoices to the address for the CITY specified on page one of this Agreement. The CITY shall review all invoices and notify the CONSULTANT in writing within ten (10) business days of any disputed amounts. The CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. The CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to the CONSULTANT.

7.0 STANDARD OF SKILL. The CITY relies upon the skill of the CONSULTANT and any SUBCONSULTANTS to do and perform the Services in accordance with general accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised by members of the professional currently practicing under similar conditions, and the CONSULTANT and SUBCONSULTANT shall perform the Services required by this Agreement in such manner. The acceptance of the CONSULTANT's work by the CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

8.0 INDEPENDENT CONTRACTOR

8.1 The CONSULTANT is retained by the CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor and is not an agent or an employee of the CITY. The CONSULTANT shall pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and indemnify and hold the CITY harmless from any and all taxes, assessments, penalties and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. The CONSULTANT shall fully comply with applicable workers' compensation laws regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT shall indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

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

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

10.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials shall, to the fullest extent permitted by law, be fully protected by

CONSULTANT from any loss, injury, damage, claim, liability, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, defense costs, court costs or any other cost to the extent arising out of orrelated to the negligence, reckless, or wrongful actions or inactions of CONSULTANT in the performance of this Agreement. The CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

10.1 Indemnity for Professional Services, To the fullest extent permitted by law, the CONSULTANT shall, at its sole cost and expense, indemnify and hold harmless the CITY, its elected officials, officers, reasonable 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 10.0), from and against any and all damages, of any type or nature (including without limitation direct damages), costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, in law or equity, to property or persons, including wrongful death, and including fees of accountants and other professionals, and all cost associated therewith, and reimbursement of attorneys' fees and costs of defense (collectively "Claims"), to the extent that they arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the CONSULTANT, or any entity or individual that the CONSULTANT shall bear the legal liability thereof, in the performance of Services under this Agreement by a "professional" in CONSULTANT's field, as prescribed in Title 12, "Indemnity" of part 4, division 3 of the California Civil Code, or otherwise at law.

10.2 Other Indemnities. Other than in the performance of professional services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, to protect, defend, hold harmless and indemnify the Indemnitees from and against any and all Claims, in law or equity, to the extent that they arise out of, pertain to, or relate to the negligent, reckless, or wrongful acts or omissions of CONSULTANT, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or any entity or individual that CONSULTANT shall bear the legal liability thereof in the performance of this Agreement, including the Indemnitees' negligence, except for Claims arising from the sole or active negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Without limiting the generality of the foregoing, CONSULTANT's obligations under this Section include Claims related to or raising from COVID-19 and this Agreement or Services provided hereunder. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees in connection therewith. CONSULTANT’s obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought and the reasonable cooperation of the Indemnitee in connection with the defense of the claim.

10.3 The obligations of the CONSULTANT under this or any other provision of this Agreement shall not be limited by the provisions of any workers’ compensation act or similar act. The CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. The CONSULTANT’s indemnity obligation set forth in this Section 10 shall not be limited by the limits of any policies of insurance required or provided by the CONSULTANT pursuant to this Agreement.

10.4 The CONSULTANT’s covenant under this Section 10 shall survive the expiration or termination of this Agreement.

11.0 ASSUMPTION OF RISK. As between CONSULTANT and the CITY, the CONSULTANT expressly assumes any and all risks associated with the provision of Services under this Agreement, including without limitation all risks associated with providing these services in context of the COVID-19 pandemic.

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

13.0 SAFETY REQUIREMENTS. All services 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 outline by CAL/OSHA. The CITY may issue restraint or cease and desist orders to the CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. The CONSULTANT SHALL maintain the work sites free of hazards to persons and property resulting from its operations. The CONSULTANT shall immediately report to the CITY any hazardous condition noted by the CONSULTANT. If applicable, the CONSULTANT is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of or arising from the Services performed under this Agreement. CONSULTANT is solely and exclusively responsible for the cost, expense, and liabilities associated with complying with all applicable federal, state, and local laws the performance of the Services, including without limitation all health orders, regulations, and guidelines issued by federal, state, and local agencies and officials relating to COVID-19 ("COVID-19 Guidance").

14.0 MANDATORY INSURANCE.

14.1 Insurance Minimums. The CONSULTANT shall obtain, and keep and maintain in full force and effect throughout the Term of this Agreement, insurance in the types and amounts specified in **Exhibit "B"** of this Agreement.

14.2 Subcontractors. The CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

15.0 WORK PRODUCT.

15.1 Deliverables. The CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. The CONSULTANT shall, at the request of the CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to the CONSULTANT by the CITY subject to CITY's full and complete payment of any Compensation due CONSULTANT.

15.2 Ownership. All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by the CONSULTANT in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made tor hire" for the benefit of the CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by the CITY upon final payment being made. The CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of CONSULTANT, including CONSULTANT software and licensed software, or to any improvements thereto. CONSULTANT shall have no liability arising from the use of any Work Product for any purpose or on any project other than that for which it was produced.

15.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Services assigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

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

16.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or

directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

17.0 MISCELLANEOUS TERMS.

17.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

17.2 Permits and Licenses. The CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

17.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090.

(a) The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by the CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONSULTANT further covenants that, in performance of this Agreement, no person having such interest shall be employed by it. Furthermore, the CONSULTANT shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

(b) The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT'S covenant under this section shall survive the termination of this Agreement.

17.4 Waiver. No provision of this Agreement or act or omission by CITY shall be construed as a waiver of, or consent to, any breach or default unless it is in writing and signed by the Party making the waiver. In no event shall the making by the CITY of any payment to the CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default that may then exist, on the part of the CONSULTANT, and the making of any such payment by the CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

17.5 Accomplishment of Services. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

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

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

17.8 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party reasonable 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.

17.9 Compliance with Laws.

(a) General Laws. In the performance of the Services required by this Agreement, the CONSULTANT shall abide by all applicable Federal and State laws and regulations, and with the CITY's Municipal Code, ordinances, regulations and policies.

(b) Public Works. To the extent the Services include or, this Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code, then CONSULTANT shall comply in all respects with the all applicable provisions of the California Labor Code, including but not limited those set forth in **Exhibit "B,"** attached hereto. By executing this Agreement, CONSULTANT expressly acknowledges the applicable provisions of California's Labor Code, and agrees to abide by the same.

(c) Equal Opportunity Employer. The CONSULTANT represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

(d) Compliance with COVID-19 Health Orders. In the performance of the Services required by this Agreement, CONSULTANT shall comply with the COVID-19 Guidance, as the same may be modified from time-to-time, including any specific COVID-19 Guidance that may be applicable to the Services or the location where Services are rendered. Nothing herein authorizes CONSULTANT to engage in any task or perform any service that is prohibited by COVID-19 Guidelines.

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

17.11 Governing Law and Venue. The terms of 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.

17.12 Claims against CITY. CONSULTANT must comply with the claim procedures set forth in Government Code sections 900 *et seq*., and/or the Buena Park Municipal Code, Chapter 1.16, as applicable, prior to filing any lawsuit against the CITY. Such claims and any subsequent lawsuit based upon the claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONSULTANT. If no such claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONSULTANT shall be barred from bringing and maintaining a valid lawsuit against the CITY.

17.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

17.14 Integrated Agreement and Modification of Agreement. This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between the CITY and the CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement may be modified only by a writing signed by both Parties.

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

17.16 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.

17.17 Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance. CONSULTANT will not be found in default by reason of, or responsible for damags resulting from, delays caused by factors beyond the reasonable control of CONSULTANT.

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

CITY OF BUENA PARK a California municipal corporation	CONSULTANT DUDEK
Signature	Signature
Name: **Aaron France**	Name: **Joseph Monaco**
Title: **City Manager**	Title: **President / CEO**

ATTEST:
(SEAL)

Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

Christopher G. Cardinale, City Attorney

Exhibit A – Scope of Work

Task 1: Kickoff Meeting, Background Review, and Goal Setting

Task 1.1: Kickoff Meeting

Dudek will conduct a project kickoff meeting following the Notice to Proceed. Prior to the meeting, Dudek will provide a meeting agenda that can be adjusted based on City staff input. The meeting will be structured with key City staff and will have multiple purposes including:

- Confirming project expectations and goals, including initial target-setting discussions
- Establishing roles, responsibilities, and chain-of-communication protocols
- Discussing the deliverables, schedule, and related project milestones
- Confirming the approach to early components of emission calculations including transportation, technical analysis, the ability to leverage existing inventories and projections, analysis scenario years, and land use build-out assumptions
- Learning about related City studies and plans, which will feed into Task 2
- Obtaining available City-supplied data, maps, documents, and other related information
- Understanding the community engagement goals and discussing steps to establish the environmental working group

Deliverables

- Project kickoff meeting (via Zoom if hosted by Dudek or preferred City video conferencing software if hosted by the City)
- Updated project schedule

Role of City Staff

- Attendance of necessary staff members at the kickoff meeting
- Provision of materials requested in Request for Information in a timely manner

Assumptions

- None

Task 1.2: Project Management

Following the kickoff meeting, Dudek will schedule and facilitate monthly virtual meetings with City staff to review work conducted, plan for upcoming efforts, and ensure the project remains on schedule and within budget. When necessary to maintain schedule and achieve project milestones, Dudek will schedule up to five additional impromptu virtual meetings. Dudek's project management team will remain nimble and will be available by email and phone to answer questions, collaborate, and move the project forward. Prior to initiating or preparing any technical deliverable, Ms. Reed will confirm the key tasks and appropriate format, and will ensure QA/QC is performed in accordance with Dudek principles.

Deliverables

- Monthly project meetings (held virtually), with up to five additional meetings based on schedule (via Zoom if hosted by Dudek or preferred City video conferencing software if hosted by the City)

Role of City Staff

- Attendance of necessary staff members at the project meetings

Assumptions

- None

Task 2: Assessment of Existing Policies, Programs, and Best Practices

Task 2.1 Review of Existing General Plan

Dudek will create an Excel or Airtable (depending on City preference) database that will be used to categorize relevant climate action and adaptation policies from the City's General Plan. This review, in tandem with Task 2.3, will serve as the base for the CAAPs policies and actions, and ensure that the CAAP works well with existing City policy, programs, and actions.
The database will include the following:

- **Policy text**: the text of the policy as written in the plan/code
- **Plan**: the plan/code the policy lives in
- **Emission source**: relevant emission sources (e.g., buildings and energy, transportation, solid waste, etc.)
- **Quantitative**: whether the policy can be calculated and included as a primary reduction measure
- **Hazards**: relevant climate hazards the policy addresses (as applicable)
- **Geographies**: specific locations or zones mentioned in a policy such as "downtown," "disadvantaged," "communities," "flood hazard areas," etc. (as applicable)
- **Policy tools**: the permit or process that will enforce or trigger the policy

Task 2.2 Review of Best Practices

The Dudek team will review local, state, and regional best practices from similar jurisdictions. The review will include successful climate action plans and CAAPs (both recent plans that meet aggressive GHG reduction targets such as net zero and older plans that have proven to have made a positive impact); effective mitigation and adaptation measures; and other relevant resources and tools. Dudek will review existing best practice resources such as the Southern California Association of Governments (SCAG) Regional Climate Adaptation Framework, SCAG's Library of Model Policies, California's Adaptation Clearinghouse, the United States Department of Agriculture Climate Hub, the inventory protocols outlined in Task 2.4, and more. Email outreach with jurisdiction staff from recently approved CAAPs may occur, as possible, to gain a more complete picture of recent CAAP successes and challenges. Lastly, Dudek will review financing mechanisms and funding programs during this effort that could support implementation of CAAP measures or forthcoming CAAPs and will also utilize our grant experts to document the types of measures that may be well-positioned for existing state and federal grants. This task will inform the development of GHG emissions reduction measures in Task 6 and adaptation measures in Task 3.

Task 2.3 Review of Existing City Plans and Codes

Dudek will continue to expand upon Task 2.1's database, focusing on code and programs that the City will help Dudek to identify during the project kickoff meeting. The Dudek team assumes that these plans, programs, and codes will include, but are not limited to, the City's Building Code, Urban Forest Management Plan, and Investment Grade Audit. In addition, our team will include review of regional plans such as SCAG's Connect SoCal Plan and Climate Change and Health Profile Report Orange County, and transportation and transit improvements shown in the Orange County Transportation Authority (OCTA) 2045 Regional Transportation Plan (RTP) and other applicable regional plans and infrastructure projects.

Task 2.4 Review of Existing GHG Inventory Protocols

The Dudek team will review and provide recommendations and guidance on the use of existing GHG inventory protocols. Our review will focus on protocols and tools that use industry best practices and are easily updated as programs are implemented. Currently, CAAPs typically use the following protocols for municipal and community-wide inventories:

- **The General Reporting Protocol** (GRP, version 3.0, May 2019), published by The Climate Registry in collaboration with the California Air Resources Board (CARB) and the International Council of Local Environmental Initiatives (ICLEI), is for both community-wide and municipal inventories. The GRP offers a unified GHG emissions accounting system that is consistent with the International Assessment Reports (AR) of GHG emissions published by the United Nations Intergovernmental Panel on Climate Change (IPCC). The Sixth Assessment Report and Synthesis Report (AR6) was published by the IPCC in the Spring of 2023. Dudek will consider using the GRP in conjunction with AR6 to have the latest version of accounting for GHG emissions as carbon dioxide equivalents (CO_2e) within the forthcoming inventories.
- **The Local Government Operations Protocol** (LGOP, version 1.1., 2010), published by The Climate Registry in collaboration with CARB and ICLEI, is designed to provide a standardized set of guidelines to assist local governments in quantifying and reporting GHG emissions associated with their government operations. Similar to the GRP, LGOP is consistent with IPCC methods within the AR and requires users to utilize the latest version of the AR (currently AR6) in calculating CO_2e within municipal inventories.
- **The Unites States Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions** (U.S. community-wide protocol, version 1.2., July 2019), published by ICLEI, is used to develop community-wide inventories. This protocol is used in conjunction with the GRP and AR6 in calculating CO_2e within community-wide inventories.
- **The California Supplement to the United States Community-Wide GHG Emissions Protocol** (2013) was published by the Association of Environmental Professionals Climate Change Committee to ensure the community-wide inventory is consistent with statewide GHG reduction goals, legislation, and CEQA. The Dudek team commonly uses this protocol to supplement the U.S. Community-Wide Protocol to ensure that plans are CEQA qualified following CEQA Guidelines 15183.5.
- **The Forecasting Community-Wide Greenhouse Gas Emissions and Setting Reduction Targets** (AEP 2012) White Paper will also provide insight and recommendations on AEP Protocols. The AEP Climate Change Committee is also currently drafting a white paper titled “AB 1279 – Is Zero the Law?", due for publication in the summer of 2023. This document will provide insight into how the CAAP can be Assembly Bill (AB) 1279 compliant.
- The Dudek team will also provide insight and recommendations on other protocols including the Global Protocol for Community-Scale Greenhouse Gas Inventories (Version1.1., 2020), published by the World Resource Institute in collaboration with ICLEI, the International Institute for Sustainable Development, the Global Covenant of Mayors for Climate and Energy, and the IPCC.

There are a variety of different protocols on GHG emissions, though they tend to be consistent with one another when they are based on the IPCC’s AR and the GRP. The Dudek team will guide the City through these complex sets of protocols in order to provide a consistent, accurate, and up-to-date set of inventories and forecasts of GHG emissions. While the State Energy Efficiency Collaborative ClearPath tool is not specifically identified above, ClearPath was developed by

ICLEI, which is a key protocol provider for GHG inventory development and climate action planning. Our GHG inventory will follow the same foundational principles and include the same sources as used in ClearPath, but calculations will be performed in flexible spreadsheets customized for the City rather than a potentially constrained model.

In compliance with the RFP (as noted under the GHG emissions projection scope), the following will be considered, as applicable, in aligning the CAAP with other relevant plans and regulatory framework: California's Green Building Code, Urban Forest Management Plan, the City's Investment Grade Audit, statewide legislation (e.g., SB 32, AB 1279), SCAG's Connect SoCal Plan, Orange County's Climate Change and Health Profile, Race to Zero, and CEQA.

Deliverables

- Excel or Airtable (depending on City preference) database and/or memorandum identifying insights and conclusions

Role of City Staff

- Provide Dudek with appropriate City plans, policies, and codes

Assumptions

- Documents described in the scope above will be reviewed, and Dudek will work with City staff to identify other appropriate documents for review without exceeding budget.

Task 3: Vulnerability Assessment and Adaptation Measures

In accordance with the California Adaptation Planning Guide, Task 3.1 comprises a Vulnerability Assessment analyzing the future risk, while task 3.2 and 3.3 in tandem with Task 2 create a Capability Assessment highlighting any gaps in preparedness.

Task 3.1: Risk Identification

Dudek will perform a risk assessment in accordance with the guidance outlined in the California Adaptation Planning Guide. This will include gathering data on primary climate change impacts from CalAdapt, California's Fourth Climate Change Assessment Regional Report, and CalFire. This data will be supplemented by information from City staff and public engagement, which each can provide nuanced lived experiences to confirm, supplement, or contradict the data and future projections and help to guide Task 3.5's policy decisions. Dudek will assess each impact on four key elements: magnitude, timing, spatial extent, and level of certainty of impact.

Deliverables

- Maps in Adobe Illustrator and ArcGIS shapefiles for air pollution, extreme heat, wildfire, and flooding

- Narrative explaining the risk of each hazard to be included in Task 3.4

Role of City Staff

- Provide local experiences and history related to hazard impacts

Assumptions

- Dudek will analyze both local and regional data and studies for air pollution, drought, extreme heat, wildfire, precipitation, and flooding.

- Dudek will analyze regional data and studies related to Santa Ana winds and climate migration. For climate migration Dudek will use sea-level rise assumptions for coastal migration and wildfire assumptions for inland migration and will provide qualitative assessments.

Task 3.2: Sensitive Populations

Dudek will identify sensitive populations as defined by Senate Bill (SB) 1000 and the Governor's Office of Planning and Research Environmental Justice guidance. Dudek will use CalEnviroScreen and the California Healthy Places Index to identify vulnerable census tracts and the specific community stressors those communities face. This will include an analysis of pollution burdens and community characteristics that predispose the community to disproportionate climate change impacts. Dudek will focus on the existing air quality, health impacts, and linguistic isolation. Additionally, Dudek will work with City staff and stakeholders to identify areas of the community that may be vulnerable to or ready to accommodate climate migration.

Deliverables

- Maps in Adobe Illustrator and ArcGIS shapefiles
- Narrative and tables regarding sensitive populations to be included in Task 3.4

Role of City Staff

- None

Assumptions

- None

Task 3.3: Community Infrastructure

Dudek will work with City staff to generate a list of emergency response facilities, critical facilities, and non-critical public infrastructure. Dudek will assess how an asset is used in the four phases of hazard planning (mitigation, preparation, response, and recovery) and if the asset is located in a hazard-prone area or faces difficulty in performing its essential functions.

Deliverables

- Maps in Adobe Illustrator and ArcGIS shapefiles
- Narrative regarding community infrastructure to be included in Task 3.4

Role of City Staff

- Provide community facilities (such as fire stations, police stations, hospitals, schools, etc.) in shapefiles, other spatial data file format, or a list in Microsoft Excel with addresses

Assumptions

- None

Task 3.4: Findings

Dudek will utilize the hazard, population, and infrastructure data to generate a succinct and readable vulnerability assessment. For each hazard, Dudek will explain the basic terminology, projected threats and how they relate to the people, and assets within each council district (or other appropriate geographical unit). Dudek will then blend this information with information

collected under Task 2 to determine gaps and opportunities. Dudek will prepare maps for each hazard illustrating these risks.

Deliverables

- Vulnerability assessment, including maps from Tasks 3.1 through 3.3, in Microsoft Word (up to two drafts)
- Responses to one round of consolidated comments from City and agency staff
- Document-sharing portal, as needed

Role of City Staff

- Prepare consolidated review (one round) from relevant staff

Assumptions

- One round of consolidated comments

Task 3.5: Adaptation Measures

The Dudek team will craft adaptation measures to act in tandem with Task 6's GHG reduction measures to comprehensively address climate change and its impacts. The action (mitigation) and adaptation measures will be integrated, which we have found to produce more successful outcomes. To align with the most up-to-date climate adaptation planning guidance and ensure a holistic policy approach, the adaptation portion of the policies will include the phase of emergency management being addressed: mitigation, preparedness, response, and recovery. Within each goal, policies specific to hazards and community-based topics will be developed. Community-based topics may include policies specific to public health, local programs or organizations, cultural considerations, public open spaces, tourism and economic development, regional partnerships, and more.

Deliverables

- Administrative Draft adaptation measures (Microsoft Word)
- Responses to one round of consolidated comments from City staff
- Public Draft adaptation measures (PDF and web-based as part of Task 9)
- Responses to public comments
- Final adaptation measures (PDF and web-based as part of Task 9)

Role of City Staff

- Prepare consolidated review (one round) from relevant staff

Assumptions

- Two rounds of consolidated comments

Task 4: Greenhouse Gas Emissions Inventory

The Dudek team will select an emissions baseline year in coordination with City staff, weighing the benefits of recency with availability of representative data. The pandemic's impact on personal activity and associated emissions will also be considered. The baseline year will serve as the year against which GHG reductions are tracked and progress is assessed toward meeting established targets. Our team will coordinate with the City to identify their economic drivers, emission sources, and operational activities to develop the necessary data needs requests.

There will be two distinct GHG emission inventories for the City, including an inventory for municipal activities and an inventory for community activities. While the GHG emission sources for these two inventories are similar and contain some overlap, they are presented separately to better tailor GHG emissions reduction measures. The anticipated GHG emission sources include building energy, outdoor lighting (including traffic lighting), on-road transportation, off-road vehicles and equipment, solid waste generation, water use and wastewater generation, urban forests, and refrigerants. Additional GHG emission sources may be identified in coordination with the City and community outreach.

As the largest GHG emissions source of most community inventories, on-road transportation is an important sector that requires diligence to ensure accuracy. A comprehensive mobile source inventory will capture all vehicles miles traveled (VMT) generated by community activities, including the vehicle travel associated with residents, workers, students, visitors, etc. engaged in activities occurring within the City. As noted in the RFP, the City has a population of 84,000 and welcomes 6 million visitors each year, who visit for both the well-known attractions and for reasons related to the strong local economy. The Dudek team includes traffic subconsultant Fehr & Peers, who will assist with providing accurate VMT estimates to ensure that the baseline inventory is comprehensive and that proposed reduction measures will reduce emissions in a way that builds upon and, when feasible, enhances the economic sector.

Fehr& Peers has confirmed with City staff and the Project team that modeling has been prepared as part of the ongoing Land Use Element and Community Design Element (LUE) and Residential Zoning Code (ZC) Update. The traffic modeling utilized the Orange County Transportation Analysis Model (OCTAM) which is consistent with Connect SoCal 2020, the 2020 Southern California Association of Governments Regional Transportation Plan/Sustainable Communities Strategy (SCAG RTP/SCS), which has a base year of 2016 and future year of 2045. This scope of work assumes that the traffic modeling prepared for the ongoing LUE/ZC Update is suitable for use in the CAP VMT estimation such that no new models will need to be run. It should be noted that while the traffic modeling is assumed to be complete, the VMT estimates prepared for the LUE/ZC Update effort are incomplete and do not contain all the necessary information needed for a CAP. Fehr & Peers will request the VMT model files from the City and will prepare baseline VMT estimates to be used for the baseline GHG emissions inventory.

We will linearly interpolate the VMT estimates between the model's baseline year of 2016 and horizon year of 2045 to estimate VMT for the chosen baseline year. This scope assumes the land use and transportation network data within OCTAM are acceptable for the baseline and Business-as-Usual (BAU) horizon year. As such, this scope does not include time to make adjustments to the existing OCTAM data, nor for any interim years to be defined and processed through the model.

Since the City has higher than average tourism, and OCTAM is designed to forecast typical weekday travel, custom factors will be developed to annualize the tourism VMT to account for the different tourist travel characteristics. Fehr & Peers will utilize SCAG's Streetlight database (which is free for SCAG member agencies) to assist in estimating annualization factors for the tourism district.

The VMT will be calculated using the Regional Targets Advisory Committee (RTAC) origin/destination methodology that tracks all trips to/from the City and assigns 100% of II, 50% of IXXI, and 0% of XX trips to the City. The VMT data will be provided for both passenger vehicles and trucks, and provided by speed bin to assist with conversion into GHG emissions. Fehr &

Peers will provide tables summarizing the VMT data and will provide a brief description on the methodology used to calculate the VMT.

The Dudek team will estimate baseline GHG emissions from all identified emission sources using industry-standard and accepted protocols and methodologies. As appropriate, the analysis will utilize the CARB Local Government Operations Protocol, the ICLEI U.S. Community Protocol, the Association of Environmental Professionals California Supplement to the U.S. Community Protocol, the GRP, and the State Energy Efficiency Collaborative ClearPath tool. These protocols and methodologies will be used together with usage data and default emission factors from the following sources: local utility providers (i.e., Southern California Gas Company and Southern California Edison), CARB's mobile source emissions model EMFAC, the IPCC guidance, and others as appropriate. The municipal inventory will incorporate City-specific usage data (e.g., employee commute information, transit fleet mix, operational schedules, waste generation).

Deliverables

- Baseline GHG inventory (Word, PDF)

Role of City Staff

- Assistance with data collection

Assumptions

- The Dudek team will use GHG calculation methodologies and protocols current to the time of the inventory.
- The OCTAM land use and transportation network data are acceptable and will require no adjustments.

Optional Task 4.1: Preparation of Baseline VMT Estimates

Optional Task 4.1 is not currently anticipated to be needed and is not included in the revised budget.

Task 5: Greenhouse Gas Emissions Projections and Target Setting

Following baseline GHG emissions inventory development, the Dudek team will develop GHG emissions forecasts for community and municipal operations for two future target years (i.e., short- and long-term, such as 2030 and 2045), which will be selected in coordination with City staff. The Dudek team recommends a long-term forecast year of 2045 instead of 2050 to align with the state's 2045 carbon neutrality goal established in AB 1279 and will discuss this recommendation with City staff as part of the target-setting process. The forecasts will indicate future business-as-usual (BAU) emissions (i.e., devoid of any programs, measures, or activities to reduce emissions that would occur after the baseline year) and will reflect impacts from socioeconomic growth expected for the City. To evaluate future growth, the Dudek team will consider plans and feedback from City agencies; outreach with the community, businesses, and interested industry groups; applicable regional agencies; and other available state or federal data. In particular, the Dudek team will review data for the City from OCTA and SCAG forecasts and coordinate with City staff to assess its accuracy (i.e., how well data reflects the City's existing and projected demographic trends) and applicability for use in emission project estimates.

As discussed above, OCTAM modeling used in the LUE/ZC Update EIR will be utilized to prepare 2045 VMT estimates. VMT estimates will be linearly interpolated between the model's baseline year of 2016 and horizon year 2045 to estimate the interim year of 2030. The 2045 VMT estimates

will then be used to extrapolate to 2050 VMT projections, if chosen as the horizon year instead of 2045.

Following BAU emissions forecasting, the Dudek team will develop an adjusted BAU forecast inventory for community and municipal operations for the two future years. The adjusted BAU forecast will reflect the impact that adopted statewide and regional GHG reduction measures will have on the City's emissions.

In collaboration with City staff, the Dudek team will establish two future GHG reduction targets (i.e., short- and long-term) that are practical, yet ambitious enough to align with statewide goals and inform the development of reduction measures. The reduction targets will be consistent with the chosen forecast years (i.e., 2030, and 2045/2050). The statewide emission reduction targets established by SB 32 of 40% below 1990 emissions levels by 2030, and by AB 1279 of net zero GHG emissions no later than 2045, along with the goal of reducing statewide anthropogenic GHG emissions to at least 85% below 1990 levels by 2045, will be considered during target setting.

Deliverables

- GHG emission projections for two horizon years, for community and municipal operations (Word, PDF)
- GHG emissions reduction targets

Role of City Staff

- Assistance with data collection and applicability of available growth forecasts
- Participation in target setting

Assumptions

- The Dudek team will use GHG projection methodologies and protocols current at the time of the inventory.

Optional Task 5.1: Preparation of Horizon Year VMT Estimates

Optional Task 5.1 is not currently anticipated to be needed and is not included in the revised budget.

Task 6. Tiered Emission Reduction Measures

Using the forecasted emissions estimated for anticipated years 2030 and 2045 (or 2050, if deemed appropriate) and the selected reduction targets, Dudek will assess the emissions gap the City will need to address to achieve the selected targets. This gap will inform development of two feasible reduction scenarios to meet or exceed the GHG reduction targets, including specific consideration of measures appropriate for short-term vs. long-term (i.e., tiered) emissions reductions. The two reduction scenarios include a conservative assessment of reduction potential that would guarantee achievement of the reduction targets (a minimum of 35% reduction compared to the baseline year of emissions per the RFP) and an aggressive but achievable reduction scenario that would make progress toward the state's goal of carbon neutrality on or before 2045.

Given that successful implementation of the GHG reduction measures will rely on the combined participation of City staff, residents, businesses, and community leaders, engagement of stakeholders is a particularly important component of GHG reduction scenario development. The Dudek team will develop a suite of potential GHG reduction measures for consideration, ensuring

that each is customized to best meet the needs and priorities of the City and members of the community. Final measures will be selected using agreed-upon suitability metrics that ensure the City's ambitious goals align with statewide regulations and reduce GHG emissions in an efficient manner. Suitability metrics may include the following:

- **Reduction potential** will evaluate the potential GHG emissions reductions achieved by each measure, categorized by its source category (e.g., transportation, energy, waste, or water).
- **Relative cost** will provide high-level cost for implementation of the measure and assess whether adequate funding exists.
- **Timing** will assess how quickly the measure can be implemented and when the GHG reduction benefits will be realized.
- **Co-benefits** will provide information on benefits to the community other than GHG reduction that will be achieved with measure implementation (e.g., resource conservation, improved air quality, and social equity).
- **Feasibility** will outline the political, technological, and cost feasibility of each measure. The feasibility assessment will also include details on the amount of coordination between agencies, if the measure is common practice, and the funding source.

These metrics will be estimated using the best available information provided by the City, or other sources, where necessary. The suitability analysis is intended to provide a high-level review of the potential costs, related GHG reductions, and anticipated timeline for the measure, and is provided for context and screening-level measure selection as opposed to an in-depth evaluation.

Using the suitability metrics above, the Dudek team will coordinate with the City to establish a finalized catalogue of GHG reduction measures that meet overall GHG emissions reduction goals. The Dudek team will then estimate GHG emissions reduction scenarios, assuming implementation of the measures for each of the target years. During this process, refinements to GHG measures can be made to ensure that adequate reductions are achievable within the defined timeline. The Dudek team anticipates a variety of reduction measures, including tailored measures for different types of vehicle trips and VMT, and measures to reduce energy consumption from the existing built environment and new development, among others.

As likely the largest source of GHG emissions in the inventory, on-road transportation will present the largest opportunity for emission reductions within the City. Transportation-related reduction measures will be developed utilizing the Fehr & Peers TDM+ tool, the Caltrans VMT Mitigation Playbook, and team research that contributed to the recently updated California Air Pollution Control Officers Association Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity (December 2021). The recommended transportation reduction measures will be unique to the type of trips generated within the City, including those related to local tourist attractions and large commercial/industrial corporations. For visitor trips, incentive programs can be developed to encourage visitors traveling to and from the City to use zero emission vehicles or alternative means of travel, offset their travel emissions, and/or agree to sustainable practices while visiting. For trips related to industrial and warehouse operations, example reduction measures include electrification of vehicle fleets and use of alternative fuels. For commuter and local trips, our measures will take advantage of the recent OCTA Transit Vision Report and Long-Range Transportation Plan, and possible City-sponsored incentives to encourage VMT reduction and purchase of zero emission vehicles.

To address emissions associated with the built environment, the Dudek team proposes working with residents to apply for California Energy Commission grants to provide energy efficiency and

renewable energy improvements to homes owned or leased by moderate and low-income residents. Our team will coordinate with the City to obtain addresses for pre-1978 homes, with particular focus on vulnerable community members. These homeowners will be offered energy efficiency audits that include baseline energy and water use (and related GHG emissions), recommendations on energy efficiency/renewable energy improvements that could be made, estimated utility savings, and GHG reductions anticipated from potential retrofits.

For new development, the Dudek team envisions homes and businesses that function emissions-free through energy-efficient design, including zero energy needs (e.g., through combination of rooftop solar and battery storage); electric vehicle charging; xeriscape landscape with graywater irrigation systems; and community composting and recycling with the goal of near-zero waste generation, among others.

While these examples represent our team's initial recommendations based on experience and expertise, the full suite of reduction measures will be developed based on the information provided by the GHG emissions inventory and forecasts and prioritized through input from stakeholders. These reduction measures will be employed to develop the tiered scenarios—both the conservative GHG reduction scenario and the aggressive but achievable reduction scenarios—for review by the City.

Deliverables

- Tiered emission reduction measures (Word, PDF)

Role of City Staff

- Review and refinement of proposed reduction measures

Assumptions

- None

Task 7: Stakeholder Engagement

Our proposed outreach and engagement approach combines in-person engagement with additional online components, as well as opportunities to supplement the core engagement scope with additional public outreach activities. We understand that engagement across City departments, the City Council, appointed officials, and business and industry leaders in Buena Park is integral to developing a holistic sustainability framework and promoting buy-in. In addition, we believe that engagement with the broader public throughout the project can facilitate community empowerment and community ownership of the CAAP. As such, the following Task 7 scope of work includes core scope items aligned with the RFP, with an additional task with supplemental outreach activities presented as a "menu" for City consideration.

Task 7.1 Outreach and Engagement Plan

The Dudek team, in collaboration with City staff, will develop an outreach and engagement plan that will establish a comprehensive, inclusive, and meaningful strategy for engaging key stakeholders as part of the environmental working group, the Climate Action Commission and other City commissions, the city council, and the broader community throughout the development of the CAAP. The outreach and engagement plan will be performed in tandem with Task 3.2, Sensitive Populations, to identify the communities that are most vulnerable and disproportionately impacted by climate change. Our outreach centers on reaching these members of the community. The outreach and engagement plan is intended to be a living document that will be used as a guide for the project and may be updated periodically at key points during the project.

The outreach and engagement plan will address the following:

- **Engagement and outreach goals and objectives.** Dudek will consider how input received from each engagement touchpoint and outreach event will inform the project.
- **Key stakeholders**. Dudek will work with City staff to identify target audiences and key stakeholders for the environmental working group, such as corporations and businesses, major employers, and outside agency partners. Dudek will work with City staff and the City Council to recommend interested individuals and groups for the environmental working group. In addition, we recommend engaging community leaders and community-based organizations that that are representative of groups within Buena Park that are the most disproportionately impacted by climate change, to help spread the word on the project and upcoming outreach activities.

Potential GHG Reduction Strategies Feedback_
Group Members for Consideration

- Entertainment, such as Medieval Times Dinner and Tournament, Pirate's Dinner Adventure, The Source OC (entertainment destination)
- Hotels
- Manufacturing warehousing companies, notably Nutrilite, Georgia Pacific, Leach International, Pepsi, Tawa (99-Ranch), Yamaha Music, Orora Packaging Solutions (manufacturing)
- Small businesses and community-based organizations, such as Buena Park Collective and Korean Community Services

- **Event format, methods, and tools.** Dudek will provide a description of the format of each outreach meeting and event (such as workshops, open houses, pop-ups, working group meetings, and virtual meetings) and a strategy for the methods and tools to use to maximize input (surveys, flyers, website content, social media, etc.). Accessibility for vulnerable populations in Buena Park will be considered in developing event format, methods, and tools. For outreach events and materials, Dudek is partnering with Excel Interpreting and Translating for multilingual translation in English, Spanish, and Korean. As the CAAP is a citywide planning effort, our approach will also include an equitable geographic distribution of planned community events throughout Buena Park, informed by Task 3.2.
- **Timeline.** Dudek will provide a timeline of engagement and outreach meetings and events so that they occur in a timely manner relative to the technical work and maintain a level of momentum and enthusiasm.
- **Marketing.** Dudek will prepare a consistent graphic identity for all project and outreach collateral to further enhance project identity and community association with the planning effort. Dudek will prepare all event noticing, whether by email blast, printed flyer, website post, or social media post, and coordinate with the City for dissemination. Dudek is also able to prepare content for boards, banners, or other temporary installations to market the project. We have found this "on-the ground" tactic to be extremely successful in raising awareness of and interest in projects.
- **Webpage, social media, and online surveys.** Dudek will prepare content for a project webpage and up to three social media posts, if desired by the City (see Task 7.8, Optional Public Outreach Menu) via the City's existing platforms to maintain an online presence and provide up-to-date information on the project, events, and resources.

Deliverables

- One outreach and engagement plan (Word, PDF)

Assumptions

- The outreach and engagement plan is intended to be a living document that will be used as a guide for the project and may be updated periodically at key points during the project.

Task 7.2 Project Webpage

Once a project brand is established, the Dudek team will create graphic and written content for a CAAP project webpage hosted on the City's website, such as a graphic timeline and fact sheet. The project webpage will serve as a "go-to hub" for project information, upcoming outreach events, and any deliverables or work products determined by the City as suitable for online dissemination.

Deliverables

- Draft and Final project webpage collateral, including a project overview, graphic project schedule, and fact sheet

Assumptions

- Dudek will provide collateral, and the City will host the CAAP project webpage on the City's website.

Task 7.3 City Staff Meetings

The Dudek team proposes conducting three half-day meetings with Buena Park City staff from various departments such as Public Works, Community Development, Planning, Finance, Fire and Police, Parks & Recreation, and others, as follows:

- **City Staff Meeting 1:** Review current practices within each department, sustainability goals, and challenges implementing changes to current practice

- **City Staff Meeting 2:** Discuss potential measures and future opportunities, including ways in which City staff and departments can play a role in implementing measures

- **City Staff Meeting 3:** Review of draft measures and recommendations prior to the preparation of the Final CAAP

Deliverables

- Draft and Final meeting facilitation materials, such as agendas, presentations, and handouts, if needed

Assumptions

- City staff will lead the logistics and communication across departments.
- Dudek will facilitate discussions and provide materials and meeting notes.

Task 7.4 Climate Action Commission Meetings

The Dudek team proposes conducting three meetings with the newly formed Climate Action Commission, as follows:

Climate Action Commission Meeting 1: Discuss Commission goals and initiatives to date, as well as goals for the CAAP

- **Climate Action Commission Meeting 2:** Discuss potential measures and opportunities, including ways in which the Commission can play a role in implementing measures

- **City Staff Meeting 3:** Review of draft measures and recommendations prior to the preparation of the Final CAAP

Deliverables

- Draft and Final meeting facilitation materials, such as agendas, presentations, and handouts, if needed

Assumptions

- City staff will lead the logistics and communication with the Commission.
- Dudek will provide materials and meeting notes and will present if desired by the City.

Task 7.5 City Council Study Session

The Dudek team will prepare materials for one City Council study session to provide the Council with a summary of outreach to date and an overview of draft measures and recommendations. The intent of the study session is to provide the Council with an update on the project and an opportunity to provide feedback.

Deliverables

- Draft and Final study session presentation

Assumptions

- Dudek will provide materials and meeting notes and will present if desired by the City.

Task 7.6 Environmental Working Group

Dudek will create an environmental working group made up of both large and small, global and local businesses and industry leaders within Buena Park, such as major employers; representatives from Knott's Berry Farm and the Buena Park Chamber of Commerce; Leach International; Pepsi; Tawa (99-Ranch); and Yamaha Music, who can provide in-depth input on climate-related concerns, existing actions, and opportunities. The environmental working group will also include any City utility partners and regional public agencies such as SCAG, OCTA, Orange County Power Authority, and others. The purpose of the environmental working group will be to meet with the Dudek team and City staff to provide valuable input and feedback throughout the project and cultivate business sector stewardship. Dudek will work closely with the City to identify the members of the environmental working group; for working groups we typically target groups of up to 12 representatives.

We will facilitate up to three 1-hour sessions that will be held at strategic times during the project. In collaboration with the City, we can determine if the meetings will be virtual or in person. Multilingual meeting materials and translators can be available for the environmental working group sessions, if needed. The purpose of the proposed meetings is as follows:

- Session 1: Concerns and existing actions
- Session 2: Potential measures and future opportunities
- Session 3: Review of draft measures and recommendations

Deliverables

- Draft and Final working group facilitation materials, such as agendas, presentations, and handouts, if needed

Assumptions

- Dudek will facilitate sessions, provide materials and meeting notes, and present, if desired by the City.

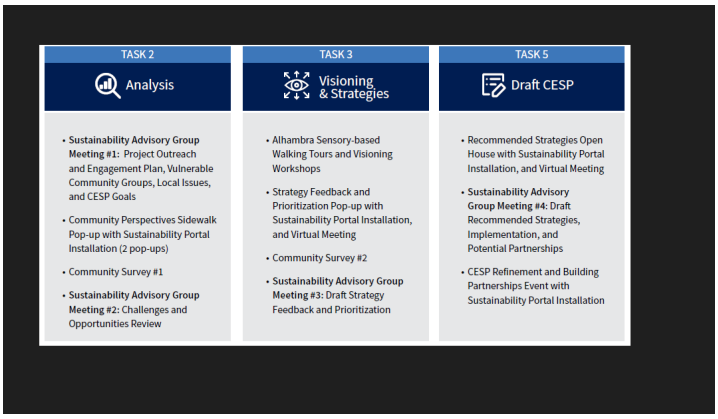
Task 7.7 GHG Reduction Measures Feedback Workshop

Dudek will host an in-person GHG reduction measures workshop in partnership with City staff to allow the community to provide feedback on the draft measures and GHG reduction measures for the Buena Park CAAP before they are finalized. The GHG reduction measures workshop will include feedback stations with measures grouped by land use type (industrial, residential, etc.) or sustainability theme, along with maps, feedback surveys, and other materials to share the draft measures. Each feedback station will be interactive and colorful, with visually engaging materials and boards to encourage greater participation and conversation. The meeting materials will be in English, Spanish, and Korean, and multilingual staff will be available. This workshop could also be held virtually or in addition to the in-person workshop, allowing community members to participate if they are not able to attend the in-person meeting. The virtual meeting would have the same content as the in-person meeting, could include breakout rooms to accommodate multiple languages, and will be interactive, with polling and facilitated conversations.

Optional Task 7.8 Optional Public Outreach Activities Menu

This revised scope and budget include one (1) optional outreach activity selected by the City from the options below, such as a sidewalk pop-up. If there is desire for efforts beyond or different from those outlined below, Dudek has the ability to work with the City on other solutions and options within the Dudek budget amount allocated for this task

The following optional public outreach activities can facilitate community empowerment and community ownership of the CAAP and are provided as supplemental outreach activities in a "menu" for City consideration. As these activities are separate and in addition to the core scope of work, they are not included in the project budget. Dudek can provide cost estimates for each activity following City interest and feedback.



Community Survey

To supplement our in-person outreach open house and optional pop-ups, Dudek can develop and host one online community survey to solicit broader input in the development of the CAAP. The community can provide input on their climate-related concerns, goals, and measures for a more sustainable Buena Park. The community survey can be marketed (via a weblink and QR code) on the project webpage and other outreach materials, and feedback from the survey will be incorporated into the Draft CAAP.

Social Media

We understand the power of adding social media to traditional public outreach strategies, and our team is equipped to use social media as a tool to increase the extent of our outreach. Dudek can develop up to three social media posts in addition to the project branding guidelines and content for the City's existing social media platforms, including Facebook and Instagram. The City can also utilize the project brand for additional social media posts. For each in-person outreach event, we will use social media as one of many tools for event marketing and noticing. Outside of outreach events, we can use social media to strategically post information to maintain a level of momentum and enthusiasm.

Graphics and Infographics

The CAAP will be a roadmap for achieving a sustainable future for Buena Park, and the Dudek team wants to communicate this vision clearly and visually. Many of the measures and recommendations, once implemented, could result in beneficial physical changes and improvements to Buena Park's corridors, key destinations, larger properties, public realm, and public right-of-way. As planners and designers, we will create a variety of visuals that bring the CAAP measures and recommendations to life by using the latest 3D modeling and graphic software, such as Sketch Up and the Adobe Creative Suite, to develop street sections, renderings, and eye-level perspectives, or even simple yet effective hand sketches. We will also work with Dudek's in-house visual Storytelling and Data Visualization team to create simple, elegant, and compelling visuals that communicate complex data that can be shared on the project's webpage, social media posts, and in the CAAP.

We acknowledge that these visuals and infographics will be powerful tools and will be used as public-facing materials for outreach activities. As such, their look and feel will be coordinated with the project brand and graphic identity of the CAAP.

Sidewalk Pop-Ups

Prior to the GHG reduction measures feedback workshop and to create enthusiasm and awareness of the CAAP, the Dudek team can identify any upcoming community events that are already occurring to "pop" into. Dudek can conduct two pop-ups as part of existing events or conduct two sidewalk pop-ups at key street corners or locations within the City, as informed by the Task 3 Vulnerabilities Analysis, to help us understand the community's goals and priorities for the CAAP. Hosting this activity within the public realm offers greater visibility and the opportunity for incidental participation by "meeting people where they are." The sidewalk pop-ups will include a double-sided vertical board that will be used to solicit feedback on possible sustainability initiatives and measures for the City. The sidewalk pop-ups will provide an opportunity for more in-depth conversations with the community about the CAAP.

<u>Potential Locations for Sidewalk Pop-Ups</u>

- City-hosted events
  - BP CultureFest at Buena Park City Hall (September, Annual)
  - Summer Concert Series at Boisseranc Park (Annual)
- Ehlers Event Center
- Beach Blvd. x S. La Mirada Blvd

Buena Park CAAP Building Partnerships Event

The final outreach event is celebratory in nature and designed to continue the momentum of the CAAP.

The CAAP Building-Partnerships Event can be hosted by City staff and the Dudek team and convene elected and appointed officials, City staff from various departments, members of the environmental working group, community leaders, and key stakeholders. The event can highlight the demonstrated commitment and dedication of these key players and partners to help the City achieve its sustainable vision. The CAAP Building-Partnerships Event will be held after the Draft

CAAP has been created and will also focus on sharing key elements of the CAAP in a traditional open-house format.

Task 8: Implementation Plan

Based on the City's selected tiered-level mitigation measures and comments on adaptation measures, Dudek will create a straightforward and feasible implementation plan. Several components of the implementation plan will be carried through, built upon, and refined from earlier tasks, including suitability metrics from Task 6. The implementation plan will identify implementing departments or agencies, potential agency or community partners, funding sources and potential grant funds, estimated timelines, and co-benefits. Components of monitoring in Task 10 will be consistent with the implementation plan. Each measure will be displayed in its own graphic (**see graphic**) in a way that's easy to understand.

Deliverables

- Draft implementation plan (PDF)
- Final implementation plan (PDF)

Role of City Staff

- Provide consolidated comments on the Draft implementation plan

Assumptions

- None

Task 9. Climate Action and Adaptation Plan

Task 9.1: PDF Plan

The Dudek team will develop a Draft PDF layout and style guide for the CAAP that will include colors, fonts, and a variety of page formats to easily communicate the concepts and brand of the Draft CAAP and City of Buena Park. The City will review and provide feedback on the Draft layout and style guide. After completing the majority of Tasks 2 through 6, Dudek will develop a table of contents for City review and begin to incorporate the City background, regulatory and scientific information, community and industry feedback, and draft measures into a Draft PDF plan. Graphic components like maps, infographics, callout boxes, photos from around the City, and charts will be utilized to help the reader understand key concepts, provide local context, and break up sections to increase readability. These graphics will match the overall brand of the plan.

Deliverables

- One Draft PDF plan layout, table of contents, and style guide
- Two full Draft PDF plans incorporating revisions from City staff prior to public review
- One Final PDF plan updated after adoption

Role of City Staff

- Provide consolidated comments on the Draft PDF plan layout
- Provide consolidated comments on the first Draft PDF plan

Assumptions

- Dudek assumes translation of the PDF plan is not requested. Dudek is happy to translate the plan for an additional fee. Depending on the City's preference, this could be

performed through an online translation tool such as Google Translate or WeGlot, or more accurate physical translation could be accomplished via Excel Interpreting and Translating.

Task 9.2: Web-Based Plan

Our team understands that the City is interested in a user-friendly, state of the art, web-based CAAP that acts as the primary version of the plan. Alongside the development of a PDF layout, Dudek's in-house Visual Storytelling team will work with the City to develop an online plan that will act as the web portal for the CAAP. The Dudek Visual Storytelling team will review precedents of similar existing websites and determine a "feature" list. Dudek's approach is to use a site architecture and theme geared toward local government and a community-compatible interface. The final product will be a user-friendly, accessible, and responsive website that stands as the primary format of the CAAP. The website visuals will build on the Buena Park brand and may include interactive maps and clickable paths to various sections of the CAAP such as GHG emissions, climate-related hazards, sector-specific measures, and more. Dudek planners will enhance the plan graphics by creating interactive data visualizations and infographics that allow users to access rich datasets and to progress in an easy-to-access manner. The final product will be built using a program that the City's technical team is comfortable working with, similar to GitBook or Square Space, or it may be built within the City's existing infrastructure using programs such as WordPress. The end result will be editable by the City, in the event that future amendments are incorporated. Software licensing fees are not included and will be determined based on the program that is preferred by and most appropriate for the City.

Deliverables

- One Draft online plan layout
- Two full Draft online plans incorporating revisions from City staff prior to public review
- One Final online plan updated after adoption
- Transfer of content to City and technical coordination

Role of City Staff

- Provide consolidated comments on the Draft online plan layout
- Provide consolidated comments on the first Draft online plan
- Technical coordination with Dudek staff during transfer of content

Assumptions

- Dudek assumes translation of the online plan is not requested. Dudek is happy to translate the plan for an additional fee. Depending on the City's preference, this could be performed through an online translation tool such as Google Translate or WeGlot, or more accurate physical translation could be achieved via Excel Interpreting and Translating.

Optional Task 9.3: Fehr & Peers Climate Action and Adaptation Plan Support

Fehr & Peers will support the production of the Draft and Final CAAP document, including transportation-related graphics, narrative, and tables. This task includes time for revision of the draft into a final document and response to comments. Fehr & Peers' scope for this task does not include any stand-alone deliverables.

Deliverables

- None

Role of City Staff

- None

Assumptions

- None

Task 10: Ongoing Monitoring and Reporting

Task 10.1: Ongoing Monitoring and Reporting

Dudek will create a Climate Action and Adaptation Monitoring Plan that outlines responsibilities for each relevant City department. This will include a Microsoft Excel Sheet with each datapoint that department is tracking, the relevant policies, and instructions on how to measure and track each measure in the Excel sheet. This will be informed by how often the relevant data is updated and which planning processes each policy informs. Tracking metrics will come from the most applicable federal, state, and local sources, and may be qualitative or quantitative in nature. Organizations and programs providing data may include but are not limited to the Federal Emergency Management Agency, Cal-Adapt, CalEnviroScreen, California Department of Forestry and Fire Protection, the California Department of Public Health, the California Department of Motor Vehicles, SCAG, and the City departments. Within the plan, each tracking metric will state the data source, a brief description of the data, the most recent datapoint for the City, the spatial nature of the data, and how frequently the data source is anticipated to be updated.

The Dudek team's outreach and web development staff will work with the City in selecting, setting up, and configuring a CAAP progress monitoring and tracking solution that will allow City staff to log, update, and track progress on the web-based plan. This turn-key solution will engage and empower community members, allowing for local momentum and ownership over actions within the plan.

In addition, the Dudek team will provide City staff with a CAAP progress report template that will take the data obtained from the monitoring and tracking tools described above and provide it in a format that is easily understood by the public and decision makers. We recommend the City provide formal CAAP progress reports annually.

Deliverables

- Draft and Final Excel or Airtable detailing monitoring strategies for identified City departments and partner agencies (e.g., Economic Development, Community Development, Community Services, Fire Services, Police, and Public Works)
- CAAP progress report template (Word)

Role of City Staff

- Provide Dudek with a list of relevant data that the department already tracks
- Prepare consolidated review (one round) from relevant staff

Assumptions

- One round of consolidated comments

Optional Task 10.2: CEQA Tiering Mechanism

Optional Task 10.2 is included in this revised scope and budget. Because the City is interested in a CEQA-Qualified CAAP (as outlined in Task 11.2), the CEQA Tiering Mechanism outlined in this previously optional task would serve as a seamless way for City staff to monitor and track progress associated with new development. For tracking progress and CAAP compliance associated with new development, Dudek will work with the City to identify the appropriate CEQA tiering and streamlining mechanism. Two potential options that have been successful for other jurisdictions include consistency checklists and GHG Screening Tables.

A CAAP consistency checklist would identify specific key attributes or best management practices for different land uses (e.g., residential, office, and industrial) to achieve, support, and otherwise not conflict with the City's CAAP measures.

GHG Screening Tables include a menu of GHG-reducing options that correspond to measures within the forthcoming CAAP. Each option within the GHG Screening Table would have an associated point value, which corresponds to minimum emissions reductions expected, and can be incorporated into new development projects as mitigation or project design features.[1]
CEQA projects that successfully complete the consistency checklist or GHG Screening Tables can be determined to have a less-than-significant individual and cumulative impact for GHG emissions. These options will provide a clear mechanism for CEQA streamlining and efficient tiering from the CAAP and can provide flexibility in how new development projects can implement CAAP measures. In addition, these CEQA tiering options can provide tracking co-benefits related to adaptation.

The CEQA tiering mechanism will flow with the monitoring and reporting spreadsheet developed as part of Task 10.1.

Deliverables

- CAAP consistency checklist or GHG Screening Tables (Word or Excel)

Role of City Staff

- None

Assumptions

- The tiering mechanism will be customized for up to three different types of land uses.

Optional Task 10.3: Permit Application Tracking

Optional Task 10.3 is included in this revised scope and budget. To track CAAP measure implementation for existing development, the Dudek team proposes as an optional task an expansion of the City's current permit application tracking system. The updated system would specifically track CAAP measure actions requiring permit applications, such as energy efficiency retrofits, electric vehicle charging infrastructure, and solar panel installation on existing residential and commercial buildings. The updated system would allow the City to monitor implementation of CAAP measures using the City's current permit application processes.

Deliverables

- Permit application tracking expansion

[1] If desired by the City, the CAAP consistency checklist or GHG Screening Tables methods may be further supplemented with a quantitative threshold for new development such as an efficiency metric (e.g., per service population, per resident, and/or per employee), which can be developed under a supplemental budget (not included herein).

Role of City Staff

- None

Assumptions

- The City's permit application software/hardware (if applicable) are up-to-date and able to incorporate additional algorithms that calculate GHG emissions into database inquiries.

Task 11: CEQA Analysis

Task 11.1: CEQA Recommendation Memo

- Because the City has decided they would like to pursue a CAAP as a qualified GHG reduction plan per CEQA Guidelines Section 15183.5, Task 11.1 CEQA Recommendations Memo is not needed and is not currently included in the revised budget, Instead, this task is replaced by Optional Task 11.2 CEQA Analysis for a CEQA-Qualified CAAP, which is included in the revised budget,

Optional Task 11.2: CEQA Analysis for a CEQA-Qualified CAAP

Optional Task 11.2 is included in this revised scope and budget. Because the City decided that it would like to pursue a CEQA-Qualified CAAP, environmental documentation will be prepared in accordance with the Guidelines for Implementation of CEQA, published by the Resources Agency of the State of California (Title 14, California Code of Regulations 15000 et seq.). The environmental document will provide the primary source of environmental information for the City to consider when exercising any permitting or approval authority directly related to the project. This task entails undertaking a CEQA analysis for the CAAP to ensure compliance with CEQA Guidelines Section 15183.5.

Dudek will assess the actions and objectives of the CAAP and determine any potential physical impacts on the environment that could result from implementation of the CAAP. An initial study (IS) will be prepared to determine whether the CAAP has the potential to result in impacts that would require mitigation or in significant impacts that cannot be mitigated to less-than-significant levels. Upon completion of the IS, the results will be used to assist the City in determining the type of environmental document required. This could be a negative declaration (ND), if no mitigation is required, or a program environmental impact report, if there is a potential for mitigation and/or significant and unavoidable impacts. For the purposes of this scope of work, Dudek has assumed that preparation of an IS/ND is appropriate because the goal is to develop a self-mitigating CAAP. Therefore, this scope of work details the effort to prepare an IS/ND.

Dudek will provide environmental analysis of potential impacts resulting from the CAAP, including potential impacts to aesthetics and visual resources, conflicts with habitat conservation plans, hazards impacts related to light and glare from rooftop photovoltaic solar panels, and potential cultural resource impacts resulting from potential energy efficiency and renewable energy retrofits of existing historical buildings, as applicable. The environmental analysis will also provide fact-based analyses of reduced criteria air pollutants, energy consumption, GHG emissions, VMT, and noise levels resulting from implementation of the CAAP. The environmental analysis will also document more efficient use of utilities and potable water supplies resulting from the CAAP, as anticipated. CEQA requires that impacts from GHG emissions be evaluated for discretionary projects (such as proposed development projects). A qualified GHG reduction plan may be used by future development projects as the basis for GHG analysis in their CEQA documents, resulting in greater certainty for developers and cost-effectiveness for developers and City staff. The CAAP

consistency checklist or GHG Screening Tables (developed as part of Optional Task 10.2) will serve as a CAAP consistency checklist in accordance with CEQA Guidelines Sections 15183.5, 15064(h)(3), 15130(d), and 15183(b).

Once the environmental analysis is completed, Dudek will provide an administrative draft of the IS/ND using the CEQA IS format to answer the CEQA questions provided in Appendix G of the CEQA Guidelines. Dudek will prepare a Notice of Intent (NOI) and Notice of Completion (NOC) for the City's review and concurrence. Dudek will submit the Administrative Draft IS/ND, NOI, and NOC for the City's review. This scope of work assumes one round of comments from City staff, to be consolidated and incorporated into a Public Review Draft IS/ND.

During public review of the Draft IS/ND, Dudek assumes the City will provide a mailing list of property owners to be notified. Dudek will develop the agency mailing with the City's concurrence. It is assumed that the City will be responsible for publishing the NOI in a local newspaper and posting the web-ready IS/ND files on the City's website. Dudek will mail out up to 5 hard copies of the IS/ND with appendices on CD or flash drive; send 30 CDs of the IS/ND and NOI to public agencies using overnight delivery or certified mail for the agencies and the U.S. Postal Service for others; and mail up to 100 copies of the NOI to various individuals. Dudek will also be responsible for posting the NOI and associated filing fees with the county clerk. Filing fees will be provided by the City. Additional mailings requested by the City will be completed at cost and billed to the City on an as-needed basis. For the purposes of this scope of work, it is assumed that the Public Review Draft IS/ND will be sent to the State Clearinghouse for distribution to and review by applicable state resources agencies. Dudek will prepare an NOC to be sent to the State Clearinghouse.

Section 21091(d) of CEQA states that a lead agency must consider comments it receives on an IS/ND during the public review period. Although not required for an IS/ND, this scope of work assumes preparation of a response to comments received. For the purposes of this proposal, it is assumed that comments on the IS/ND will be light, and a total of 20 hours of professional staff time are assumed. If additional effort is required, a budget augment will be requested. The comment letters and responses, and if applicable, a discussion of any minor edits made to the Public Review Draft IS/ND as a result of comments, will constitute the Final IS/ND. Following one round of the City's review, Dudek will finalize and mail the Final IS/ND to any party that provided comments on the Public Review Draft IS/ND. We have assumed five copies in the scope; any additional copies requested will be billed to the City at cost on an as-needed basis. Dudek assumes any revisions necessary will be minimal. Dudek will prepare and file the Notice of Determination (NOD) with the County Clerk within 5 days of certification of the Final IS/ND. The City will be responsible for any applicable filing fees (i.e., County Clerk filing fee and California Department of Fish and Wildlife filing fee).

Throughout the CEQA process, Dudek will maintain regular telephone and email communications with the City to discuss the status of the IS/ND and/or to resolve issues as they arise. This scope of work assumes up to three virtual team meetings. These meetings could be used to kick off the project, to discuss Administrative Draft comments on the IS/ND, and to discuss public comments and the approach to responses. This effort also includes internal administrative coordination and invoicing tasks. The work plan for the IS/ND assumes that project management activities will extend over the IS/ND preparation period, which is assumed to last no longer than 6 months from project initiation until the NOD is filed with the County Clerk. Project extensions or delays may require a budget augment for this task.

Deliverables

- Administrative Draft IS/ND (electronic version only)
- Public Review Draft IS/ND
- Draft and Final NOI, NOC, and NOD
- Final IS/ND

Role of City Staff

- Review of materials

Assumptions

- This task assumes no attendance of public scoping meetings, planning commission meetings, or City council hearings.
- No visual simulations are included, but if provided by the City, would be used to support the visual analysis in the IS/ND.
- This scope of work assumes no cultural records search would be included because the team will use the City's local register of historic resources or AB 52 consultation assistance. No surveys or field work will be conducted, including, but not limited to, biological, cultural, and noise monitoring. This scope of work assumes that no quantification of technical analysis, such as air quality, VMT, or noise, would be included, and no technical reports would be provided.

Exhibit B

CITY OF BUENA PARK INSURANCE REQUIREMENTS

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, Consultant agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the Consultant shall procure and maintain in full force and effect during the term of the Contract, 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, bodily injury, and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit either applies, the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(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 $1,000,000 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 notless than $1,000,000 per accident for bodily injury or disease.

(d) **Professional Liability** with limit of not less than $1,000,000 each claim and $2,000,000 aggregate. Covered Professional Services shall specifically include all work to be performed under the contract and delete any exclusion that may potentially affect the work to be performed.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant.

1.1 Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) Commercial General Liability

(1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives (REVIEW NAMED INSURED'S FOR YOUR CITY) 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 Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of Consultant
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 20 10 and CG 2037.

(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, its elected officials, officers, employees, volunteers, boards, agents and representatives (REVIEW NAMED INSURED'S FOR YOUR CITY) 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 Consultant

(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 Consultant

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage

and/or limits carried by or available to the Consultant; 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 Consultant 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 Consultant from waiving the right of subrogation prior to a loss. Consultant 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, Consultant 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 Consultant 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.

1.7 Contractual Liability

The coverage provided shall apply to the obligations assumed by the Consultant under the indemnity provisions of this contract.

1.8 Failure to Maintain Coverage

Consultant 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 Consultant has fully complied with the insurance provisions of this Contract. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant 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.

1.10 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 Consultant's Contract 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 Contract.

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 Contract/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.

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

Meeting	Agenda Group
Tuesday, December 12, 2023, 5:00 PM	CONSENT CALENDAR Item: 4A

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 421869-422082 reso.pdf

Claims 421869-422082 att1of2 resolist.pdf

Claims 421869-422082 att2of2 voids.pdf

Claims 422083-422087 reso.pdf

Claims 422083-422087 att1of1 resolist.pdf

Claims 422088-422310 reso.pdf

Claims 422088-422310 att1of2 resolist.pdf

Claims 422088-422310 att2of2 voids.pdf

Claims PR111323 retiree reso.pdf

Claims PR111323 retiree att1of1 resolist.pdf

Claims PR111723 reso.pdf

Claims PR111723 att1of1 resolist.pdf

Claims PR112423 retiree reso.pdf

Claims PR112423 retiree att1of1 resolist.pdf

Claims PR120123 reso.pdf

Claims PR120123 att1of1 resolist.pdf

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,760,932.74 DEMAND NOS., 421869 THROUGH 422082 NO CANCELLED NOS 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.421869 through 422082 the sum of $1,760,932.74 set forth on the 16-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 '20231103 00:00:00.000' and '20231107 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	421869	11/07/23	10005077	JAVIER GOMEZ	731150	CFORMS/WEB APP/NOV23	0.00	250.00
1011	421870	11/07/23	10003794	A T & T	650302	9391050275 OCT-23	0.00	55.22
1011	421870	11/07/23	10003794	A T & T	650302	9391031455 OCT-23	0.00	206.99
1011	421870	11/07/23	10003794	A T & T	170670	9391031456 OCT-23	0.00	309.75
1011	421870	11/07/23	10003794	A T & T	660241	9391031458 OCT-23	0.00	309.75
1011	421870	11/07/23	10003794	A T & T	170670	9391050264 OCT-23	0.00	933.33
TOTAL CHECK							0.00	1,815.04
1011	421871	11/07/23	10004528	A T & T	170670	149868998 OCT-23	0.00	117.70
1011	421872	11/07/23	00005626	ABBA TERMITE & PESTCONTR	860810	BEE REMOVAL	0.00	195.00
1011	421873	11/07/23	10005126	ACE UNIFORMS INC.	650208	PRO-AIR LEVEL IIIA PAC	61.23	851.23
1011	421873	11/07/23	10005126	ACE UNIFORMS INC.	650208	PRO-AIR LEVEL II PACKA	61.22	851.22
TOTAL CHECK							122.45	1,702.45
1011	421874	11/07/23	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	435.04
1011	421874	11/07/23	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	180.48
TOTAL CHECK							0.00	615.52
1011	421875	11/07/23	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GRD/OCT-23	0.00	9,864.29
1011	421876	11/07/23	00005672	AMERICAN WATER WORKS ASS	352363	ANN MBRSHIP M.MCGEE	0.00	4,342.00
1011	421877	11/07/23	10009316	AMOBIUS GROUP INC	115120	3 MOS VERIBOOK	0.00	150.00
1011	421878	11/07/23	10010053	AMPLEX GROUP SERVICES IN	650306	SANITIZE PD VEH	0.00	774.00
1011	421879	11/07/23	10013249	ANDERSON HEALTH INFORMAT	11	REF/DEPOSIT #R9222	0.00	500.00
1011	421880	11/07/23	00009015	TAJEN GRAPHICS, INC	275210	HALLOWEEN CONTEST	0.00	85.66
1011	421880	11/07/23	00009015	TAJEN GRAPHICS, INC	11	BANNER COPS GOBLINS	0.00	1,228.35
TOTAL CHECK							0.00	1,314.01
1011	421881	11/07/23	10003143	ARC IMAGING RESOURCES, L	160105	OCE PLOTWAVE/AUG-23	0.00	15.10
1011	421881	11/07/23	10003143	ARC IMAGING RESOURCES, L	160105	OCE PLOTWAVE/APR-23	0.00	2.06
TOTAL CHECK							0.00	17.16
1011	421882	11/07/23	10011722	JOHN BERRY	275215	1 OF 2/PEDICAB RENT	0.00	790.00
1011	421883	11/07/23	10005463	AYALA ENGINEERING	490010	EMG REPAIR/LA PALMA	0.00	29,862.84
1011	421884	11/07/23	00006700	B L WALLACE DISTRIBUTOR	352363	METER LIDS	0.00	1,001.68
1011	421885	11/07/23	10013250	EMILY BAGAYBAGAYAN	11	REF/DEPOSIT #R8716	0.00	500.00
1011	421886	11/07/23	10013186	EDWARD BANGASSER	275220	2 OF 2 ONCE ON THIS	0.00	900.00
1011	421887	11/07/23	10013256	RAYMOND BELL	11	REF/DEPOSIT #R9323	0.00	500.00
1011	421887	11/07/23	10013256	RAYMOND BELL	875805	REF/DEPOSIT #R9323	0.00	132.00
TOTAL CHECK							0.00	632.00

SELECTION CRITERIA: transact.trans_date between '20231103 00:00:00.000' and '20231107 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	421888	11/07/23	10013253	TURQUOISE BENJAMIN	11	REF/DEPOSIT #R9062	0.00	500.00
1011	421889	11/07/23	00003953	LOREEN BERLIN	275305	JOURNALISM	0.00	31.50
1011	421890	11/07/23	10007684	BEST LAWNMOWER, INC	560640	SUPPLIES	0.00	182.89
1011	421891	11/07/23	10004950	BILL'S BODY WORKS	171710	COLLISION REPAIRS	0.00	3,692.89
1011	421892	11/07/23	10012104	MICHAEL BOONE	275120	GAME DESIGN/FALL-23	0.00	159.60
1011	421893	11/07/23	00000759	BUENA PARK PLAQUE & TROP	106119	BANNER SILVERADO	0.00	506.43
1011	421894	11/07/23	10013037	C.S. LEGACY CONSTRUCTION	32	PMT#2 RET.	0.00	-15,031.98
1011	421894	11/07/23	10013037	C.S. LEGACY CONSTRUCTION	290153	SCE PHS.2 TRAIL/OCT23	0.00	300,639.55
TOTAL CHECK							0.00	285,607.57
1011	421895	11/07/23	10007791	MARIE CABALLERO	275150	SCOREKEEP 10/14-27/23	0.00	128.00
1011	421896	11/07/23	10012467	CAL.DEPT.OF PUB.HEALTH F	352363	WATE HAULER LIC APP	0.00	619.00
1011	421897	11/07/23	10012596	CALIF. ASSOC. OF CODE EN	631140	MBRSHP SANDR NAVARRO	0.00	100.00
1011	421897	11/07/23	10012596	CALIF. ASSOC. OF CODE EN	631140	MBRSHIP JOHN CATALDO	0.00	100.00
TOTAL CHECK							0.00	200.00
1011	421898	11/07/23	00000407	CAMERON WELDING SUPPLY I	171710	OXYGEN	0.00	26.55
1011	421898	11/07/23	00000407	CAMERON WELDING SUPPLY I	171710	INDUSTRIAL GASES	0.00	234.87
TOTAL CHECK							0.00	261.42
1011	421899	11/07/23	10011902	CASC ENGINEERING & CONSU	731120	LAND USE UPDAT/SEP23	0.00	3,124.00
1011	421899	11/07/23	10011902	CASC ENGINEERING & CONSU	599798	LAND USE UPDAT/SEP-23	0.00	1,197.00
TOTAL CHECK							0.00	4,321.00
1011	421900	11/07/23	10008346	CASITAS SECURITY	275210	SECURITY COP/GOBLINS	0.00	385.00
1011	421901	11/07/23	10013248	CAROLINA CASTANEDA	11	REF DEPOSIT #R9091	0.00	500.00
1011	421902	11/07/23	10012633	LUPE CASTANEDA	631140	REIM CACEO CLASS	0.00	46.00
1011	421902	11/07/23	10012633	LUPE CASTANEDA	631140	REIM CACEO CLASS	0.00	8.00
TOTAL CHECK							0.00	54.00
1011	421903	11/07/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	424.68
1011	421903	11/07/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	928.82
1011	421903	11/07/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	263.68
1011	421903	11/07/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	1,183.48
1011	421903	11/07/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	487.93
1011	421903	11/07/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	1,453.88
1011	421903	11/07/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	66.05
1011	421903	11/07/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	106.43
1011	421903	11/07/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	1,991.15
1011	421903	11/07/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	83.44
1011	421903	11/07/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	3,028.11

SELECTION CRITERIA: transact.trans_date between '20231103 00:00:00.000' and '20231107 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
TOTAL CHECK							0.00	10,017.65
1011	421904	11/07/23	10008559	CHARLES ABBOTT ASSOCIATE	632110	CONSULTING/6245 AUTO	0.00	652.50
1011	421904	11/07/23	10008559	CHARLES ABBOTT ASSOCIATE	11	CONSULT 7242 VL.VW	0.00	471.25
TOTAL CHECK							0.00	1,123.75
1011	421905	11/07/23	10008559	CHARLES ABBOTT ASSOCIATE	11	CONSULT 7911 OR'THORP	0.00	761.25
1011	421906	11/07/23	10008559	CHARLES ABBOTT ASSOCIATE	11	CONSULT 6340 ARTESIA	0.00	870.00
1011	421907	11/07/23	10008559	CHARLES ABBOTT ASSOCIATE	11	CONSULT 8255 OR'THORP	0.00	108.75
1011	421908	11/07/23	10013235	CHARTER COMMUNICATIONS	11	REF/DEPOSIT#E23-0213	0.00	2,250.00
1011	421909	11/07/23	10007941	CHARTER COMMUNICATIONS H	170670	8448400231527743	0.00	199.99
1011	421910	11/07/23	10007941	CHARTER COMMUNICATIONS H	650302	844840023047971	0.00	12.53
1011	421911	11/07/23	10007941	CHARTER COMMUNICATIONS H	170670	8448400240527841	0.00	111.47
1011	421912	11/07/23	10007941	CHARTER COMMUNICATIONS H	170670	8448400240089206	0.00	289.14
1011	421913	11/07/23	10013237	JONATHAN CHOI	650407	CATO CF 12/3-6/23	0.00	624.00
1011	421914	11/07/23	10013226	CHOI, STEVE	52	UB REFUND	0.00	44.11
1011	421915	11/07/23	00001052	CHUSHINKAN DOJO, INC,	275120	AIKIDO/SWARDS/FALL-23	0.00	541.31
1011	421916	11/07/23	10012826	CIVILTEC ENGINEERING, IN	396828	WATER MAIN/SEPT-23	0.00	11,688.75
1011	421917	11/07/23	10006011	COMMERCIAL CONTROLS CORP	650303	MO SVC/OCT-23	0.00	2,400.00
1011	421918	11/07/23	10006503	CONTROL ENGINEERING INC.	650303	JAIL PLC UPGRAD/OCT23	0.00	19,479.42
1011	421919	11/07/23	00006896	IRELAND INC.	352363	2" BOSS FITTING W/CPVC	52.86	734.86
1011	421919	11/07/23	00006896	IRELAND INC.	352363	SHIPPING	0.00	50.12
TOTAL CHECK							52.86	784.98
1011	421920	11/07/23	10012192	COSTAR REALTY INFORMATIO	632110	NOV-23 SERVICE	0.00	420.00
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	276-282-46 TAX-SEWER	0.00	358.00
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	263-431-23 TAX-SEWER	0.00	358.00
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	260-071-02 TAX-SEWER	0.00	358.00
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	069-130-56 TAX-SEWER	0.00	358.00
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	134-204-07 TAX-SEWER	0.00	358.00
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	070-424-02 TAX-SEWER	0.00	358.00
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	276-213-02 TAX-SEWER	0.00	358.00
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	276-213-03 TAX-SEWER	0.00	358.00
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	277-021-03 TAX-SEWER	0.00	358.00
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	276-191-08 TAX-SEWER	0.00	365.18
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	263-581-15 TAX-SEWER	0.00	449.14
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	276-291-24 TAX-SEWER	0.00	621.14

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	134-041-03 TAX-SEWER	0.00	1,418.78
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	136-101-04 TAX-SEWER	0.00	1,635.12
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	066-241-19 TAX-SEWER	0.00	1,656.56
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	998100	135-192-50 TAX-SEWER	0.00	1,867.46
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	276-282-19 TAX-SEWER	0.00	2,358.50
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	276-282-20 TAX-SEWER	0.00	4,592.88
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	135-011-11 TAX-SEWER	0.00	5,577.64
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	276-311-29 TAX-SEWER	0.00	5,640.46
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	135-412-01 TAX-SEWER	0.00	7,118.30
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	070-731-06 TAX-SEWER	0.00	9,705.08
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	276-311-27 TAX-SEWER	0.00	11,643.18
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	136-203-40 TAX-SEWER	0.00	12,472.74
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	276-101-46 TAX-SEWER	0.00	14,261.28
1011	421922	11/07/23	00001078	COUNTY OF ORANGE	170670	276-311-26 TAX-SEWER	0.00	19,410.48
TOTAL CHECK							0.00	104,015.92
1011	421923	11/07/23	10002389	COUNTY OF ORANGE TREASUR	590015	STRIPING PILOT/SEP-23	0.00	918.64
1011	421924	11/07/23	10002389	COUNTY OF ORANGE TREASUR	550502	SURCHG. CITES/SEPT-23	0.00	10,308.50
1011	421925	11/07/23	10002389	COUNTY OF ORANGE TREASUR	650302	ROUTER FEE/OCT-23	0.00	1,129.32
1011	421926	11/07/23	10002389	COUNTY OF ORANGE TREASUR	160105	800MHZ COST OCT-DEC23	0.00	7,518.76
1011	421926	11/07/23	10002389	COUNTY OF ORANGE TREASUR	651611	800MHZ COST OCT-DEC23	0.00	29,519.49
TOTAL CHECK							0.00	37,038.25
1011	421927	11/07/23	10002389	COUNTY OF ORANGE TREASUR	650404	MO COMMUNICAT/JULY23	0.00	297.09
1011	421927	11/07/23	10002389	COUNTY OF ORANGE TREASUR	650402	MO COMMUNICAT/JULY23	0.00	1,359.18
TOTAL CHECK							0.00	1,656.27
1011	421928	11/07/23	10000671	COOPERATIVE PERSONNEL SE	121110	POLICE REC CLERK	0.00	617.55
1011	421929	11/07/23	10013246	RODA VANNESSA CUSTODIO	11	REF DEPOSIT #R9060	0.00	500.00
1011	421930	11/07/23	00000711	CITY OF CYPRESS	560230	TRF.MT/LINCOLN/VL VW.	0.00	434.69
1011	421930	11/07/23	00000711	CITY OF CYPRESS	560230	SIG.MT/BALL/JUANITA	0.00	179.29
1011	421930	11/07/23	00000711	CITY OF CYPRESS	560230	SIG.MT/CERRITOS/VL VW	0.00	195.57
1011	421930	11/07/23	00000711	CITY OF CYPRESS	560230	SIG.MT/BALL/VL.VIEW	0.00	241.45
1011	421930	11/07/23	00000711	CITY OF CYPRESS	560230	SIG.MT/CERRITOS/HOLDE	0.00	326.28
TOTAL CHECK							0.00	1,377.28
1011	421931	11/07/23	10011360	DENNIS KARL BATCHELOR	275150	ASSIGNING OCT-23	0.00	560.00
1011	421932	11/07/23	00004141	TERRY DAHL	160105	REIMB/MLG IMSA TRG.	0.00	147.24
1011	421933	11/07/23	10009457	DAVID VOLZ DESIGN LANDSC	290150	WHITAKER ELM.PK/SEP23	0.00	2,963.31
1011	421934	11/07/23	10005187	KRISTEN DAVIDSON	275405	MARTIAL ARTS/FALL-23	0.00	126.36
1011	421935	11/07/23	10013258	DMV	171710	2, EXPLORER REG FEE	0.00	10,440.00
1011	421936	11/07/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC REPAIR	0.00	680.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421936	11/07/23	00009627	EMCOR SERVICE MESA ENERG	170670	REFRIGERATOR REPAIR	0.00	1,604.66
1011	421936	11/07/23	00009627	EMCOR SERVICE MESA ENERG	170670	BOILER REPAIR	0.00	2,085.00
1011	421936	11/07/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC REPAIR	0.00	2,633.76
1011	421936	11/07/23	00009627	EMCOR SERVICE MESA ENERG	170670	BOILER SERVICE	0.00	3,927.46
1011	421936	11/07/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC PM	0.00	6,692.78
1011	421936	11/07/23	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC CONTROL REPAIR	0.00	1,615.00
TOTAL CHECK							0.00	19,238.66
1011	421937	11/07/23	10013203	THE BUBBLE ROLLERS & EME	275140	ICE RINK-DEPOSIT FOR S	0.00	3,600.00
1011	421938	11/07/23	10011352	EMERALD PARK 2016 LP	732043	RT/HAWA NAZIR/ANTHONY	0.00	1,500.00
1011	421939	11/07/23	10012212	NICOLE RENEE ESCOBAR	275150	SCOREKEEP 10/14-27/23	0.00	224.00
1011	421940	11/07/23	10013096	EVERFENCE CORPORATION	560211	INSTALL 57' OF 6' HIGH	0.00	2,950.00
1011	421941	11/07/23	10004626	EXPEDIA, INC.	995100	AD	0.00	25,000.00
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	119.54
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	127.04
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	105.01
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	50.95
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	149.59
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	20.12
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	30.28
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	93.25
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	184.26
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	380.17
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	57.17
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	230.59
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	477.76
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	127.15
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	259.17
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	42.70
1011	421942	11/07/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	111.48
TOTAL CHECK							0.00	2,566.23
1011	421943	11/07/23	00003881	FERGUSON ENTERPRISES, IN	352363	METER REPAIR	0.00	4,600.00
1011	421944	11/07/23	10006064	FEWER FIRES, LLC	170670	EXTINGUISHER SERVICE	0.00	238.50
1011	421945	11/07/23	10007059	FIVESTAR RUBBER STAMP ET	115110	BADGE	0.00	15.01
1011	421945	11/07/23	10007059	FIVESTAR RUBBER STAMP ET	126120	SELF-INK STAMP	0.00	31.17
1011	421945	11/07/23	10007059	FIVESTAR RUBBER STAMP ET	160105	BADGE	0.00	15.01
TOTAL CHECK							0.00	61.19
1011	421946	11/07/23	10003190	FOOD 4 LESS	275310	BINGO PRIZES	0.00	166.99
1011	421947	11/07/23	10001966	FORENSIC NURSE SPECIALIS	650402	DV EXAM#23-31991	0.00	600.00
1011	421948	11/07/23	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421949	11/07/23	10013197	FREEDOM FUN USA LLC	275215	2 OF 2 SNOW GLOBE	0.00	684.28
1011	421950	11/07/23	10002147	FUJITEC AMERICA, INC.	170670	ELEVATOR MAINT	0.00	442.45
1011	421950	11/07/23	10002147	FUJITEC AMERICA, INC.	170670	ELEVATOR MAINT	0.00	442.45
1011	421950	11/07/23	10002147	FUJITEC AMERICA, INC.	170670	ELEVATOR MAINT	0.00	442.45
TOTAL CHECK							0.00	1,327.35
1011	421951	11/07/23	10007168	FUN EXPRESS, LLC	275210	#5/1651 - BULK CANDY A	0.00	111.98
1011	421951	11/07/23	10007168	FUN EXPRESS, LLC	275210	#13646992 - BULK 1000P	0.00	111.98
1011	421951	11/07/23	10007168	FUN EXPRESS, LLC	275210	#13908191 - BULK CHARM	0.00	231.98
1011	421951	11/07/23	10007168	FUN EXPRESS, LLC	275210	#/K287 - BULK WARHEADS	0.00	51.95
1011	421951	11/07/23	10007168	FUN EXPRESS, LLC	275210	#/K1106 - CHEWY CANDY	0.00	99.95
1011	421951	11/07/23	10007168	FUN EXPRESS, LLC	275210	#13813954 - BULK ULTIM	0.00	159.98
1011	421951	11/07/23	10007168	FUN EXPRESS, LLC	275210	#39/1295 - NEON VAMPIR	0.00	95.90
1011	421951	11/07/23	10007168	FUN EXPRESS, LLC	275210	#13944305 - BULK HALLO	55.48	355.46
1011	421951	11/07/23	10007168	FUN EXPRESS, LLC	275210	#13775214 - BULK HALLO	0.00	159.96
TOTAL CHECK							55.48	1,379.14
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	269.07
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	275210	COPS N GOBLINS	0.00	102.06
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	275135	YOUTH SOCCER	0.00	84.62
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	275210	COPS N GOBLINS	0.00	21.82
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	452410	MALVERN DRAIN REPAIR	0.00	215.16
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	352363	DRAINS	0.00	17.23
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	275150	BALL FIELD SUPPLIES	0.00	34.43
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	275160	TAPE PICKLE BALL	0.00	77.49
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	352363	EYE WASH	0.00	12.19
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	352363	STOCK FOR HYDRANTS	0.00	88.16
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	352363	DEGREASER FOR WELLS	0.00	13.77
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	560640	SUPPLIES	0.00	92.61
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	275210	COPS N GOBLINS	0.00	31.42
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	275210	COPS N GOBLINS	0.00	45.65
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	275160	TAPE PICKLEBALL	0.00	67.82
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	275105	OFFICE SUPPLIES	0.00	18.49
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	352363	EYE WASH	0.00	35.29
1011	421952	11/07/23	00002166	GANAHL LUMBER CO	275210	COPS N GOBLINS	0.00	59.53
TOTAL CHECK							0.00	1,286.81
1011	421953	11/07/23	10013252	MERLINDA GARCIA	11	REF/DEPOSIT #R8217	0.00	500.00
1011	421954	11/07/23	10001832	GHD INC	632110	6245 AUTO CTR DR	0.00	3,378.01
1011	421954	11/07/23	10001832	GHD INC	11	SVC/LOS COYOTES PHS.2	0.00	287.26
1011	421954	11/07/23	10001832	GHD INC	11	SVC/8300 VALLEY VIEW	0.00	339.75
1011	421954	11/07/23	10001832	GHD INC	11	SVC/NISAN PK LOT GRAD	0.00	2,204.76
1011	421954	11/07/23	10001832	GHD INC	11	SVC/8300 VALLEY VIEW	0.00	5,689.65
TOTAL CHECK							0.00	11,899.43
1011	421955	11/07/23	10001832	GHD INC	11	SVC/8402 COMMONWLTH	0.00	1,342.29
1011	421956	11/07/23	10001832	GHD INC	11	SVC/8406 COMMONWEALTH	0.00	823.13
1011	421957	11/07/23	10001832	GHD INC	11	SVC/7242 VALLEY VIEW	0.00	287.25

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421958	11/07/23	10001832	GHD INC	11	SVC/7242 VALLEY VIEW	0.00	3,952.51
1011	421959	11/07/23	10001832	GHD INC	11	SVC/7681 BEACH BLVD	0.00	6,511.89
1011	421960	11/07/23	10013234	FRANCISCO GONZALEZ	732043	RT/ELIZABETH L. TOVAR	0.00	1,500.00
1011	421961	11/07/23	10007739	OSCAR GONZALEZ	650407	CATO CF 12/3-6/23	0.00	624.00
1011	421962	11/07/23	00000055	GRAINGER INC	352363	PRY BAR	0.00	101.29
1011	421963	11/07/23	00005680	CINDY GRISWOLD	275405	CPR/1ST AID/FALL-23	0.00	39.90
1011	421964	11/07/23	10008341	LIANE F. HARPER	275220	2 OF 2 ONCE ON THIS	0.00	750.00
1011	421965	11/07/23	10013231	HARVEST LANDSCAPE ENTERP	52	UB REFUND	0.00	9.90
1011	421966	11/07/23	10012288	HASA INC.	860820	CHEMICALS	0.00	1,311.02
1011	421966	11/07/23	10012288	HASA INC.	860820	CHEMICALS	0.00	1,636.13
1011	421966	11/07/23	10012288	HASA INC.	860820	CHEMICALS	0.00	105.46
1011	421966	11/07/23	10012288	HASA INC.	860820	POOL SERVICE	0.00	495.00
1011	421966	11/07/23	10012288	HASA INC.	860820	POOL SERVICE	0.00	1,150.00
TOTAL CHECK							0.00	4,697.61
1011	421967	11/07/23	00000873	HDL COREN & CONE	126120	PROP TX OCT-DEC-23	0.00	2,975.00
1011	421967	11/07/23	00000873	HDL COREN & CONE	997100	PROP TX OCT-DEC-23	0.00	625.00
TOTAL CHECK							0.00	3,600.00
1011	421968	11/07/23	10008744	HEAT TRANSFER SOLUTIONS,	170670	CITY HALL RAYPAK REPLA	0.00	8,532.00
1011	421969	11/07/23	10013238	HISPANIC CHAMBER OF COMM	101101	2024 ESTRELLA AWARDS	0.00	3,000.00
1011	421970	11/07/23	00002854	VERONICA HOCHEDE	275305	BALLROOM DNC	0.00	958.32
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	275160	TAPE PICKLEBALL	0.00	226.79
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	560231	SIGN SHOP SUPPLIES	0.00	367.45
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	106119	SILVERADO DAYS	0.00	463.25
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	16.13
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	106119	HARDWARE	0.00	29.91
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	106119	HARDWARE	0.00	63.56
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	352363	BOIS TANK REPAIR	0.00	51.67
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	106119	SILVERADO PARKING	0.00	51.99
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	106119	HARDWARE SILVERADO	0.00	53.81
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	106119	HARDWARE SILVERADO	0.00	85.22
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	352363	EYE WASH	0.00	40.13
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	352363	EYE WASH	0.00	49.14
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	352363	CONCRETE FOR METER	0.00	36.72
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	352363	FRAMING BOARDS	0.00	33.10
1011	421971	11/07/23	00000057	HOME DEPOT / GECF	352363	EYE WASH	0.00	96.94
TOTAL CHECK							0.00	1,665.81
1011	421972	11/07/23	00008482	HOUSING PROGRAMS	732031	SCERP.202309 GARCIA	0.00	825.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	421972	11/07/23	00008482	HOUSING PROGRAMS	732031	AXWEP.202310 CAMPOS	0.00	825.00
1011	421972	11/07/23	00008482	HOUSING PROGRAMS	126128	HIP202304 MARTINEZ	0.00	450.00
1011	421972	11/07/23	00008482	HOUSING PROGRAMS	126128	HIP-202303 HILL	0.00	450.00
TOTAL CHECK							0.00	2,550.00
1011	421973	11/07/23	10009091	HUE C LUU	731150	ENG SERVICE/NOV-23	0.00	7,035.00
1011	421974	11/07/23	10013254	LOURDES IGNACIO	11	REF/DEPOSIT #R8637	0.00	500.00
1011	421975	11/07/23	10012742	INFOSEND, INC	460220	REFUSE RATE/SEPT-23	0.00	424.87
1011	421975	11/07/23	10012742	INFOSEND, INC	352267	SVC&MATERIAL/SEPT-23	0.00	2,172.65
1011	421975	11/07/23	10012742	INFOSEND, INC	352267	POSTAGE/SEPT-23	0.00	7,359.90
1011	421975	11/07/23	10012742	INFOSEND, INC	396829	PROP 218 SEWER/SEPT23	0.00	141.85
TOTAL CHECK							0.00	10,099.27
1011	421976	11/07/23	10009556	INNOVATIVE DESIGN & SHEE	171710	UPFIT 4 PD VEH/OCT-23	0.00	17,478.00
1011	421976	11/07/23	10009556	INNOVATIVE DESIGN & SHEE	171710	UPFIT 4 PD VEH/OCT-23	0.00	17,478.00
1011	421976	11/07/23	10009556	INNOVATIVE DESIGN & SHEE	171710	UPFIT 4 PD VEH/OCT-23	0.00	17,478.00
TOTAL CHECK							0.00	52,434.00
1011	421977	11/07/23	10007507	INTERWEST CONSULTING GRO	731120	PROF SVCS AUG-23	0.00	680.00
1011	421977	11/07/23	10007507	INTERWEST CONSULTING GRO	731120	PROF SERVICES SEPT-23	0.00	510.00
TOTAL CHECK							0.00	1,190.00
1011	421978	11/07/23	10008785	IXII GROUP, INC.	650404	TACT DISPA 1/17-19/24	0.00	349.00
1011	421979	11/07/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	12.37
1011	421979	11/07/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	32.31
1011	421979	11/07/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	11.49
1011	421979	11/07/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	126.46
1011	421979	11/07/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	35.55
1011	421979	11/07/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	350.28
1011	421979	11/07/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	19.16
1011	421979	11/07/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	79.23
1011	421979	11/07/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	91.80
1011	421979	11/07/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	36.96
1011	421979	11/07/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	40.86
1011	421979	11/07/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	81.11
TOTAL CHECK							0.00	917.58
1011	421980	11/07/23	10011703	JAMES PRODUCTIONS, INC	275215	1 OF 2 FERRIS WHEEL	0.00	2,350.00
1011	421981	11/07/23	10012884	JBA CONSULTING DBA NV5 C	170670	IGAA SUPPORT/OCT-23	0.00	303.00
1011	421982	11/07/23	00000042	JOHN B EWLES INC	560210	FLATBED DUMP	0.00	500.00
1011	421982	11/07/23	00000042	JOHN B EWLES INC	560210	10 WHEEL DUMP	0.00	1,050.00
TOTAL CHECK							0.00	1,550.00
1011	421983	11/07/23	10012436	DONITA JOHNSON	11	REF DEPOSIT #R9034	0.00	500.00
1011	421984	11/07/23	10011653	JOSEPH C. TRUXAW AND ASS	590181	OR'THORP REHAB/FINAL	0.00	5,410.00
1011	421984	11/07/23	10011653	JOSEPH C. TRUXAW AND ASS	290153	SCE PHS.2 TRAIL/OCT23	0.00	8,565.00

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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	13,975.00
1011	421985	11/07/23	10012753	SARAH JANE MCARTHUR	650204	STICKER BADGES	0.00	918.00
1011	421986	11/07/23	10011654	SUSSY KIM	11	REF/DEPOSIT #R8866	0.00	500.00
1011	421986	11/07/23	10011654	SUSSY KIM	275405	REF DEPOSIT #R8871	0.00	178.00
1011	421986	11/07/23	10011654	SUSSY KIM	11	REF DEPOSIT #R8871	0.00	100.00
1011	421986	11/07/23	10011654	SUSSY KIM	275405	REF DEPOSIT #R8871	0.00	-100.00
1011	421986	11/07/23	10011654	SUSSY KIM	11	REF/DEPOSIT #R8867	0.00	100.00
1011	421986	11/07/23	10011654	SUSSY KIM	11	REF/DEPOSIT #R8865	0.00	100.00
TOTAL CHECK							0.00	878.00
1011	421987	11/07/23	10008716	KIMBERLY D. TURNER	650208	SOVEREIGN CLS 12/7/23	0.00	149.00
1011	421988	11/07/23	10003543	MOLLY H. KNOX	275305	EXERCISE	0.00	249.38
1011	421989	11/07/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	229.38
1011	421989	11/07/23	10011541	L.N. CURTIS AND SONS	650208	BADGE EMBLEMS	0.00	172.66
1011	421989	11/07/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	40.66
1011	421989	11/07/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	88.40
1011	421989	11/07/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	118.92
1011	421989	11/07/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	868.38
1011	421989	11/07/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	894.93
1011	421989	11/07/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	894.93
1011	421989	11/07/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	259.72
1011	421989	11/07/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	894.93
1011	421989	11/07/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	13.26
1011	421989	11/07/23	10011541	L.N. CURTIS AND SONS	650208	UNIFORMS	0.00	129.84
TOTAL CHECK							0.00	4,606.01
1011	421990	11/07/23	00007551	CITY OF LA MIRADA	560230	SIG.MT/ALONDRA,LA MIR	0.00	656.34
1011	421991	11/07/23	10007915	LANAIR GROUP, LLC	126143	0365 EXCHANGE/NOV-23	0.00	1,648.00
1011	421992	11/07/23	10004046	LIGHT SOURCE PRINTING, I	731150	BUSINESS CARDS	0.00	297.14
1011	421992	11/07/23	10004046	LIGHT SOURCE PRINTING, I	560212	BUSINESS CARDS	0.00	445.71
1011	421992	11/07/23	10004046	LIGHT SOURCE PRINTING, I	650302	BUSINESS CARDS	0.00	599.90
1011	421992	11/07/23	10004046	LIGHT SOURCE PRINTING, I	121110	BUSINESS CARDS	0.00	241.51
1011	421992	11/07/23	10004046	LIGHT SOURCE PRINTING, I	650302	BUSINESS CARDS	0.00	241.52
TOTAL CHECK							0.00	1,825.78
1011	421993	11/07/23	10011852	LIVING STONE JC	275215	2 OF 2 TRAIN/TREE LIT	0.00	425.00
1011	421994	11/07/23	10009795	RCA INVESTMENTS INC	171710	SERVICE MOTORCYCLE	0.00	294.31
1011	421994	11/07/23	10009795	RCA INVESTMENTS INC	171710	TIRE REPLACEMENT	0.00	326.50
1011	421994	11/07/23	10009795	RCA INVESTMENTS INC	171710	MOTORCYCLE SERVICE	0.00	456.70
TOTAL CHECK							0.00	1,077.51
1011	421995	11/07/23	10012952	LOOPNET	632110	NOV-23 INVOICE	0.00	111.96
1011	421996	11/07/23	00000077	LU'S LIGHTHOUSE INC	171710	TIE WRAP	0.00	44.59
1011	421996	11/07/23	00000077	LU'S LIGHTHOUSE INC	171710	PROFILE BLADES	0.00	33.07

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							0.00	77.66
1011	421997	11/07/23	10005515	KATHLEEN MASTIN	275305	LINE DNC	0.00	229.15
1011	421998	11/07/23	10012468	RAYMUNDO MAYORQUIN	731150	MLG/OCT-23 CALBO TRG	0.00	30.52
1011	421999	11/07/23	10005279	MERCHANTS LANDSCAPE SERV	106131	LANDSCAPE RESTORATION	0.00	7,675.00
1011	422000	11/07/23	10012825	MIKE PRLICH AND SONS, IN	52	REF/METER 00-0906-00	0.00	2,000.00
1011	422001	11/07/23	10000030	HILDA S. MILES	275120	HULA DNC/FALL-23	0.00	389.03
1011	422002	11/07/23	10013165	MOBILE HOME IMPROVEMENT	126128	HIP-202305 CASTILLO	0.00	13,531.00
1011	422003	11/07/23	10004764	TIFFANEY DANIELLE MORENO	275120	YOGA/FALL-23	0.00	314.54
1011	422004	11/07/23	00009876	MUNICIPAL WATER DIST OF	396848	EFFICIENCY PROG/SEP23	0.00	436.82
1011	422005	11/07/23	10005108	NORMAN A TRAUB ASSOCIATE	121110	INVESTIGATION/APRIL23	0.00	6,682.20
1011	422006	11/07/23	10007111	OC CLERK-RECORDER'S OFFI	11	COUNTY FILINGS	0.00	250.00
1011	422007	11/07/23	10012790	OC RECON, INC.	171710	REPAIR SCRATCH	0.00	50.00
1011	422008	11/07/23	10005163	OCEAN BREEZE PACIFIC, LL	275405	LAUNDRY BPCC	0.00	618.67
1011	422009	11/07/23	00000099	OFFICE DEPOT, INC.	275105	OFFICE SUPPLIES	0.00	2,081.60
1011	422010	11/07/23	10012194	KEVIN OHLER	106132	CRIME WATCH SEPT-23	0.00	900.00
1011	422011	11/07/23	00005795	ORANGE COUNTY RANGE STOR	650208	ACADEMY SUPPLIES	0.00	509.82
1011	422012	11/07/23	00000221	ORANGE COUNTY SHERIFFS D	650208	CRITICAL RES 11/28/23	0.00	84.00
1011	422013	11/07/23	10013255	TIMOTHY RAY ORTEGA	11	REF/DEPOSIT #R9366	0.00	500.00
1011	422014	11/07/23	10013131	PACIFIC SOUND CONTROL	170670	REPAIR AND PERFORM MAI	0.00	6,380.00
1011	422014	11/07/23	10013131	PACIFIC SOUND CONTROL	170670	WALL REPAIR	0.00	1,170.00
TOTAL CHECK							0.00	7,550.00
1011	422015	11/07/23	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	73.01
1011	422016	11/07/23	00000222	EDCO/PARK DISPOSAL CORP.	460220	RES. BILLING/OCT-23	0.00	372,486.78
1011	422017	11/07/23	10013155	PVFT MOTORS, LLC	171710	2023 UTILITY AWD EXTER	0.00	58,536.00
1011	422017	11/07/23	10013155	PVFT MOTORS, LLC	171710	2023 UTILITY AWD EXTER	0.00	58,490.00
TOTAL CHECK							0.00	117,026.00
1011	422018	11/07/23	00004215	PEST OPTIONS INC	560640	WEED/RODENT/OCT-23	0.00	2,384.82
1011	422019	11/07/23	00005145	PETTY CASH/COMMUNITY SER	275135	YT.SPORTS/J.RUSSELL	0.00	10.75
1011	422019	11/07/23	00005145	PETTY CASH/COMMUNITY SER	275315	TBLCLOTHS/T.DAVIS	0.00	13.57

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422019	11/07/23	00005145	PETTY CASH/COMMUNITY SER	275130	WINGS/A.MAGANA	0.00	15.54
1011	422019	11/07/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/J.SALDANA	0.00	16.05
1011	422019	11/07/23	00005145	PETTY CASH/COMMUNITY SER	275145	DAY MINDER/D.KURATA	0.00	16.84
1011	422019	11/07/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/J.SALDANA	0.00	31.64
1011	422019	11/07/23	00005145	PETTY CASH/COMMUNITY SER	106119	SILVERADO/B.REYNOLDS	0.00	32.31
1011	422019	11/07/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/M.VANSICKL	0.00	35.94
1011	422019	11/07/23	00005145	PETTY CASH/COMMUNITY SER	275130	WINGS/A.MAGANA	0.00	37.77
1011	422019	11/07/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/C.SANCHEZ	0.00	39.33
1011	422019	11/07/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/Y.RIVERA	0.00	47.30
1011	422019	11/07/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/K.HERNANDE	0.00	47.38
TOTAL CHECK							0.00	344.42
1011	422020	11/07/23	00007516	PHOENIX GROUP INFORMATIO	631140	ADM.CIT PROC/SEPT-23	0.00	1,027.86
1011	422020	11/07/23	00007516	PHOENIX GROUP INFORMATIO	631140	ADM.CIT PROC/SEPT-23	0.00	1,114.16
1011	422020	11/07/23	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROCESS/SEPT23	0.00	16,479.76
TOTAL CHECK							0.00	18,621.78
1011	422021	11/07/23	00008488	THE PRINTERY, INC.	632110	BP COBP FLYER	0.00	6,353.06
1011	422022	11/07/23	10012997	MANUEL PORCIUNCULA	11	REF DEPOSIT #R8386	0.00	500.00
1011	422022	11/07/23	10012997	MANUEL PORCIUNCULA	875805	REF DEPOSIT #R8386	0.00	-100.00
TOTAL CHECK							0.00	400.00
1011	422023	11/07/23	10006112	PREMIER CHEVROLET OF BUE	171710	AUTO PARTS	0.00	541.78
1011	422024	11/07/23	10010995	PRI MANAGEMENT GROUP	650302	REDACT REC 10/18/23	0.00	159.00
1011	422025	11/07/23	10008467	QUADIENT LEASING USA, IN	121135	MAIL MACH. 11.23-2.24	0.00	1,104.42
1011	422026	11/07/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	96.97
1011	422026	11/07/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	96.98
1011	422026	11/07/23	10001203	R.V. NURSERIES INC	860810	PLANTS	0.00	1,616.25
TOTAL CHECK							0.00	1,810.20
1011	422027	11/07/23	10013244	ARAZELI REYES	275140	REF/SHELTER #R9427	0.00	135.00
1011	422028	11/07/23	10013232	MARIA L RIVERA	11	REF/E23-0326/8631 HEM	0.00	100.00
1011	422029	11/07/23	10000184	RJM DESIGN GROUP INC	290162	MSTER PLAN/SEPT-23	0.00	18,122.76
1011	422029	11/07/23	10000184	RJM DESIGN GROUP INC	290153	SCE TRAIL PHS2/SEP23	0.00	1,858.50
TOTAL CHECK							0.00	19,981.26
1011	422030	11/07/23	10004533	SUZANNE ROADY-ROSS	275120	TAI CHI CHIH	0.00	33.25
1011	422031	11/07/23	10012412	CARSON RODRIGUEZ	275220	2 OF 2 ONCE ON THIS	0.00	600.00
1011	422032	11/07/23	10005599	OANH ROSENTHAL	275120	TAI CHI CHUAN/FALL-23	0.00	277.97
1011	422033	11/07/23	10013227	RUIZ, GILDARDO	52	UB REFUND	0.00	42.73
1011	422034	11/07/23	00000114	SAFETY KLEEN CORP	171710	WASTE OIL PICK-UP	0.00	512.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422035	11/07/23	10013247	MARIA TERESA SANTOS	11	REF DEPOSIT #R9164	0.00	500.00
1011	422036	11/07/23	10007511	SAMANTHA SHERIFF	71	COMPUTER LOAN	0.00	865.74
1011	422037	11/07/23	10011504	SHOETERIA, INC.	860810	A BACA SAFETY SHOES	0.00	213.33
1011	422037	11/07/23	10011504	SHOETERIA, INC.	452410	J VENEGAS SAFETY SHOE	0.00	104.55
TOTAL CHECK							0.00	317.88
1011	422038	11/07/23	10013251	JODIE SIMPSON	875805	REF/DEPOSIT #R8052	0.00	-105.00
1011	422038	11/07/23	10013251	JODIE SIMPSON	11	REF/DEPOSIT #R8052	0.00	500.00
TOTAL CHECK							0.00	395.00
1011	422039	11/07/23	10012848	SKYLINE SAFETY AND SUPPL	560211	#RAD 64053270 RADNOR	12.42	154.42
1011	422039	11/07/23	10012848	SKYLINE SAFETY AND SUPPL	560211	#RAD 64053271 RADNOR	12.43	154.43
1011	422039	11/07/23	10012848	SKYLINE SAFETY AND SUPPL	560211	#RAD 64053273 RADNOR	13.81	171.68
1011	422039	11/07/23	10012848	SKYLINE SAFETY AND SUPPL	560211	#STF18RUB DICKE SAFET	35.53	441.53
1011	422039	11/07/23	10012848	SKYLINE SAFETY AND SUPPL	560211	#PAVEPROGREEN4X1- PAVE	18.90	234.90
1011	422039	11/07/23	10012848	SKYLINE SAFETY AND SUPPL	560211	SHIPPING & HANDLING	0.00	124.93
TOTAL CHECK							93.09	1,281.89
1011	422040	11/07/23	00000125	SMART & FINAL	275210	CANDY TOT TIME	0.00	211.04
1011	422040	11/07/23	00000125	SMART & FINAL	275210	COPS N GOBLINS	0.00	47.34
1011	422040	11/07/23	00000125	SMART & FINAL	275130	WING SUPPLIES	0.00	16.13
1011	422040	11/07/23	00000125	SMART & FINAL	275305	HALLOWEEN LUNCHEON	0.00	35.98
1011	422040	11/07/23	00000125	SMART & FINAL	106119	SILVERADO DAYS	0.00	21.00
1011	422040	11/07/23	00000125	SMART & FINAL	275210	COPS N GOBLINS	0.00	55.52
1011	422040	11/07/23	00000125	SMART & FINAL	106119	SILVERADO DAYS	0.00	90.45
1011	422040	11/07/23	00000125	SMART & FINAL	275405	COFFEE SUPPLIES	0.00	99.95
1011	422040	11/07/23	00000125	SMART & FINAL	275305	HALLOWEEN LUNCHEON	0.00	27.98
1011	422040	11/07/23	00000125	SMART & FINAL	275305	HALLOWEEN LUNCHEON	0.00	171.79
TOTAL CHECK							0.00	777.18
1011	422041	11/07/23	10005948	JIMMY SMITH	275305	ROUND DNC	0.00	321.00
1011	422042	11/07/23	10013202	SNOW PROS	275140	LARGE PACKAGE-37 TONS	0.00	500.00
1011	422043	11/07/23	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,896.94
1011	422044	11/07/23	10009463	SO CAL SANITATION, LLC	632110	ADDITIONAL FENCING COS	100.56	2,202.02
1011	422044	11/07/23	10009463	SO CAL SANITATION, LLC	632110	CHAIN LINK FENCE RENTA	145.62	3,840.70
TOTAL CHECK							246.18	6,042.72
1011	422045	11/07/23	10007741	DANIEL SOLIS	650208	ED REIMB 2023	0.00	2,050.00
1011	422046	11/07/23	10004676	SONSRAY MACHINERY LLC	171710	HYDRAULICS	0.00	873.08
1011	422047	11/07/23	00000607	SOUTH COAST AQMD	171710	FAC ID 167951	0.00	2,073.84
1011	422047	11/07/23	00000607	SOUTH COAST AQMD	171710	FAC ID 167951	0.00	160.35
TOTAL CHECK							0.00	2,234.19
1011	422048	11/07/23	00001059	SOUTHERN CALIF EDISON	860810	OPER RENT #10245415	0.00	19,879.53

SELECTION CRITERIA: transact.trans_date between '20231103 00:00:00.000' and '20231107 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	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	ES VILVY SO FY/OCT-23	0.00	19.64
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7113 FIRESTONE/OCT-23	0.00	28.69
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	MANCHESTER/ARTE/OCT23	0.00	29.35
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MALVERN/OCT-23	0.00	33.38
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/COMNWLTH/OCT23	0.00	33.38
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	5600 ,MALVERN/OCT-23	0.00	33.38
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	8252 OR'THORP/OCT-23	0.00	33.38
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/OCT-23	0.00	39.06
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	STANTON/MAPLE/OCT-23	0.00	39.06
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/OCT-23	0.00	39.06
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	8221 DALE/OCT-23	0.00	39.06
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	9TH/WESTERN/OCT-23	0.00	39.06
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	CRSNT XSAN REMO/OCT23	0.00	42.35
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	6248 CRESCENT/OCT-23	0.00	42.35
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	RT91 FY EO KNOT/OCT23	0.00	43.47
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 MANCHESTER/OCT23	0.00	43.69
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	BEACH/DURANGO/OCT-23	0.00	44.70
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/9TH/OCT-23	0.00	54.20
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MANCHEST/OCT-23	0.00	56.53
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	RT91 FY OFF RMP/OCT23	0.00	57.94
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	5755 CRESCENT/OCT-23	0.00	58.71
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/STAGE/OCT-23	0.00	69.21
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	6681 BEACH/OCT-23	0.00	74.82
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/CRESCENT/OCT23	0.00	79.28
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH@STANTON/OCT23	0.00	85.17
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	SW CNR ORTHORP/OCT23	0.00	86.46
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	SAN REMO/VL.VW/OCT23	0.00	94.37
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	6002 OR'THORP/OCT-23	0.00	94.37
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	7582 COMMWLTH/OCT-23	0.00	94.37
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/EL CAPITA/OCT23	0.00	95.63
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	7201 ARTESIA/OCT-23	0.00	96.33
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/ARTESIA/OCT-23	0.00	96.84
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7550 STANTON/OCT-23	0.00	100.69
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	5700 BRIDGEPORT/OCT23	0.00	101.94
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MALVERN/OCT23	0.00	134.51
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/OCT-23	0.00	142.21
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BP LITING/OCT-23	0.00	4,222.68
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	352510	6140 BALL WELL/OCT-23	0.00	5,659.18
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	352510	2881 ROSECRANCE/OCT23	0.00	7,071.36
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	6640 BEACH/OCT-23	0.00	28,026.02
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	BP LIGHTING/OCT-23	0.00	65,234.62
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	8491 DALE/OCT-23	0.00	8.63
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	352510	8242 LINDEN CIR/OCT23	0.00	31,215.71
1011	422051	11/07/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	8001 VL VW/OCT-23	0.00	29,545.22
TOTAL CHECK							0.00	173,280.06
1011	422052	11/07/23	00000328	SOUTHERN CALIFORNIA GAS	170670	6601 BEACH/OCT-23	0.00	4.91
1011	422052	11/07/23	00000328	SOUTHERN CALIFORNIA GAS	860810	7600 DALE/OCT-23	0.00	14.30
1011	422052	11/07/23	00000328	SOUTHERN CALIFORNIA GAS	860810	7225 EL DORADO/OCT-23	0.00	17.49
1011	422052	11/07/23	00000328	SOUTHERN CALIFORNIA GAS	170670	8152 KNOTT/OCT-23	0.00	19.65
1011	422052	11/07/23	00000328	SOUTHERN CALIFORNIA GAS	170670	8150 KNOTT/OCT-23	0.00	30.24
1011	422052	11/07/23	00000328	SOUTHERN CALIFORNIA GAS	170670	6660 BEACH/OCT-23	0.00	31.15

SELECTION CRITERIA: transact.trans_date between '20231103 00:00:00.000' and '20231107 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	422052	11/07/23	00000328	SOUTHERN CALIFORNIA GAS	170670	6650 BEACH/OCT-23	0.00	146.04
1011	422052	11/07/23	00000328	SOUTHERN CALIFORNIA GAS	170670	8150 KNOTT#D/OCT-23	0.00	1,127.04
1011	422052	11/07/23	00000328	SOUTHERN CALIFORNIA GAS	170670	6640 BEACH/OCT-23	0.00	2,544.50
TOTAL CHECK							0.00	3,935.32
1011	422053	11/07/23	10006963	SPEAKWRITE, LLC	650305	TRANSCRIPTION/OCT-23	0.00	1,572.48
1011	422054	11/07/23	10009496	T & G GLOBAL, LLC	170670	LED TREE LIGHT/OCT-23	0.00	945.00
1011	422055	11/07/23	00001085	STAPLES CONTRACT & COMME	731110	OFFICE SUPPLIES	0.00	38.11
1011	422055	11/07/23	00001085	STAPLES CONTRACT & COMME	650308	OFFICE SUPPLIES	0.00	11.01
1011	422055	11/07/23	00001085	STAPLES CONTRACT & COMME	650308	OFFICE SUPPLIES	0.00	26.61
1011	422055	11/07/23	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	408.74
TOTAL CHECK							0.00	484.47
1011	422056	11/07/23	10012409	GABYLINDA H. BROWNING	275305	CATERING/VET LUNCHEON	0.00	2,040.00
1011	422057	11/07/23	10008060	ANDRE TART	731150	MLG/OCT-23 CALBO TRG	0.00	30.52
1011	422058	11/07/23	10009023	TIRE HUB, LLC	171710	TIRES	0.00	737.93
1011	422058	11/07/23	10009023	TIRE HUB, LLC	171710	TIRES	0.00	977.82
TOTAL CHECK							0.00	1,715.75
1011	422059	11/07/23	10011938	T-MOBILE	171710	974300786/OCT-23	0.00	1,079.62
1011	422060	11/07/23	10011938	T-MOBILE	650303	982979864 OCT-23	0.00	1,710.60
1011	422061	11/07/23	10007171	T-MOBILE USA, INC.	650303	GPS LOCATE #21-41155	0.00	100.00
1011	422062	11/07/23	10009554	TRUTH BE TOLD POLYGRAPH,	650105	POLY 4 APPLICANTS	0.00	1,000.00
1011	422063	11/07/23	10012511	TSG ENTERPRISES, INC	590004	ADM.SERVICE/SEP-23	0.00	518.00
1011	422063	11/07/23	10012511	TSG ENTERPRISES, INC	290163	PEAK PARK POOL/SEP-23	0.00	92.50
TOTAL CHECK							0.00	610.50
1011	422064	11/07/23	10008373	UC REGENTS	650604	EXAM#23-33722 OCT23	0.00	800.00
1011	422065	11/07/23	10002020	ULINE, INC.	101101	9 LEATHER CHAIRS	0.00	2,927.58
1011	422066	11/07/23	10002032	VERIZON WIRELESS	650303	54237315000001 OCT-23	0.00	2,364.78
1011	422067	11/07/23	10002032	VERIZON WIRELESS	650303	94237317700001 OCT-23	0.00	40.01
1011	422068	11/07/23	10002032	VERIZON WIRELESS	352363	87008359200001 OCT-23	0.00	551.12
1011	422068	11/07/23	10002032	VERIZON WIRELESS	170670	87008359200001 OCT-23	0.00	937.56
TOTAL CHECK							0.00	1,488.68
1011	422069	11/07/23	10002032	VERIZON WIRELESS	170670	56130691500002 OCT-23	0.00	666.71
1011	422069	11/07/23	10002032	VERIZON WIRELESS	101101	56130691500002 OCT-23	0.00	315.10
1011	422069	11/07/23	10002032	VERIZON WIRELESS	560210	56130691500002 OCT-23	0.00	41.51
1011	422069	11/07/23	10002032	VERIZON WIRELESS	998100	56130691500002 OCT-23	0.00	41.51
1011	422069	11/07/23	10002032	VERIZON WIRELESS	352363	56130691500002 OCT-23	0.00	76.02

SELECTION CRITERIA: transact.trans_date between '20231103 00:00:00.000' and '20231107 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
TOTAL CHECK							0.00	1,140.85
1011	422070	11/07/23	10002032	VERIZON WIRELESS	275105	56130691500007 OCT-23	0.00	673.01
1011	422071	11/07/23	10013259	ROBERT VOIGHT	731120	REF/SITE PL #SP-22-31	0.00	1,177.50
1011	422071	11/07/23	10013259	ROBERT VOIGHT	11	REF/SITE PL #SP-22-31	0.00	50.00
1011	422071	11/07/23	10013259	ROBERT VOIGHT	731120	REF/SITE PL #SP-22-31	0.00	100.00
TOTAL CHECK							0.00	1,327.50
1011	422072	11/07/23	10009561	WATER SOURCE SOLUTIONS I	170670	WATER PURE/NOV-23	0.00	148.70
1011	422072	11/07/23	10009561	WATER SOURCE SOLUTIONS I	106131	WATER PURE/NOV-23	0.00	148.70
1011	422072	11/07/23	10009561	WATER SOURCE SOLUTIONS I	170670	ANN DIAGNOSTIC/OCT-23	0.00	370.00
TOTAL CHECK							0.00	667.40
1011	422073	11/07/23	10013245	EVELYN WEBB	11	REF/DEPOSIT #R9162	0.00	500.00
1011	422074	11/07/23	00000141	WEST COAST ARBORISTS INC	106119	30 YDS OF PLAYGROUND C	139.50	1,939.50
1011	422074	11/07/23	00000141	WEST COAST ARBORISTS INC	106119	FREIGHT - CONTACT MIKE	0.00	300.00
1011	422074	11/07/23	00000141	WEST COAST ARBORISTS INC	860810	ANN TREE TRIM/OCT-23	0.00	7,900.00
1011	422074	11/07/23	00000141	WEST COAST ARBORISTS INC	860810	ANN TREE TRIM/OCT-23	0.00	1,800.00
1011	422074	11/07/23	00000141	WEST COAST ARBORISTS INC	860810	ANN TREE TRIM/SEPT-23	0.00	9,500.00
TOTAL CHECK							139.50	21,439.50
1011	422075	11/07/23	10009209	WEST GROVE VOLLEYBALL, L	275120	VOLLEYBALL	0.00	718.87
1011	422076	11/07/23	10013236	SHARON C. WILCOX	275215	1 OF 2/HORSE SLEIGH	0.00	500.00
1011	422077	11/07/23	10011861	WILLDAN ENGINEERING	590181	OR'THORP REHAB/SEP23	0.00	5,907.50
1011	422077	11/07/23	10011861	WILLDAN ENGINEERING	590181	OR'THORP REHAB/OCT23	0.00	515.00
TOTAL CHECK							0.00	6,422.50
1011	422078	11/07/23	10000546	WILLDAN FINANCIAL SERVIC	632110	DEVELOP IMPACT/SEP-23	0.00	18,107.00
1011	422078	11/07/23	10000546	WILLDAN FINANCIAL SERVIC	632110	DEVELOP IMPACT/AUG-23	0.00	2,360.00
TOTAL CHECK							0.00	20,467.00
1011	422079	11/07/23	10004131	WM CURBSIDE, LLC	460220	HAZ WASTE/OCT-23	0.00	1,104.50
1011	422079	11/07/23	10004131	WM CURBSIDE, LLC	460220	HAZ WASTE/SEPT-23	0.00	1,682.87
TOTAL CHECK							0.00	2,787.37
1011	422080	11/07/23	10013257	WORKCARE, INC.	650426	WELLNESS PROG/SEP-23	0.00	7,800.00
1011	422080	11/07/23	10013257	WORKCARE, INC.	650426	WELLNESS PROG/OCT-23	0.00	7,500.00
1011	422080	11/07/23	10013257	WORKCARE, INC.	121110	PD WELLNESS/JUNE-23	0.00	11,880.00
TOTAL CHECK							0.00	27,180.00
1011	422081	11/07/23	10006857	YARDLEY ORGILL CO., INC.	352363	STOCK	0.00	319.62
1011	422081	11/07/23	10006857	YARDLEY ORGILL CO., INC.	352363	FLANGES	0.00	1,576.88
1011	422081	11/07/23	10006857	YARDLEY ORGILL CO., INC.	352363	REPAIR CLAMPS	0.00	416.57
TOTAL CHECK							0.00	2,313.07
1011	422082	11/07/23	10011660	YUNEX, LLC	560230	TRF SIG FINAL/MAY-23	0.00	7,902.67
1011	422082	11/07/23	10011660	YUNEX, LLC	560230	TRF SIG MT/APR-23	0.00	7,902.67
1011	422082	11/07/23	10011660	YUNEX, LLC	560230	TRF SIG MT/JUNE-23	0.00	4,652.40

SELECTION CRITERIA: transact.trans_date between '20231103 00:00:00.000' and '20231107 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	422082	11/07/23	10011660	YUNEX, LLC	560230	TRF SIG MT/MARCH-23	0.00	14,448.43
1011	422082	11/07/23	10011660	YUNEX, LLC	560230	TRF SIG MT/APRIL-23	0.00	4,599.35
1011	422082	11/07/23	10011660	YUNEX, LLC	560230	TRF.SIG MT/MAY-23	0.00	2,423.73
1011	422082	11/07/23	10011660	YUNEX, LLC	560230	TRF.SIG MT/MAY-23	0.00	4,781.09
1011	422082	11/07/23	10011660	YUNEX, LLC	560230	TRF SIG MT/MAY-23	0.00	8,492.28
TOTAL CHECK							0.00	55,202.62
TOTAL CASH ACCOUNT							709.56	1,760,932.74
TOTAL FUND							709.56	1,760,932.74
TOTAL REPORT							709.56	1,760,932.74

Voided Check Numbers	Date Printed
421921	11/7/2023
422049	
422050	

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $24,566.69 DEMAND NOS., 422083 THROUGH 422087 NO CANCELLED NOS. NO 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.422083 through 422087 the sum of $24,566.69 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 '20231108 00:00:00.000' and '20231116 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	422083	11/13/23	10013258	DMV	171710	REG FEE/FORD EXPLORER	0.00	4,993.00
1011	422084	11/13/23	10013258	DMV	171710	REG FEE/FORD EXPLORER	0.00	4,988.00
1011	422085	11/16/23	10000964	EMPLOYMENT DEVELOPMENT D	196200	ACCT#932-0469-1	0.00	14,041.00
1011	422086	11/16/23	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011	422087	11/16/23	10013262	GLADFEILTER, JACINTHIA	52	UB REFUND	0.00	444.69
TOTAL CASH ACCOUNT							0.00	24,566.69
TOTAL FUND							0.00	24,566.69
TOTAL REPORT							0.00	24,566.69

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $3,406,043.16 DEMAND NOS., 422088 THROUGH 422310 NOS CANCELLED 418942, 420772, 421215 AND 421935 NOS 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.422088 through 422310 the sum of $3,406,043.16 set forth on the 19-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 '20231117 00:00:00.000' and '20231120 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	418942	V	04/26/23	00000125	SMART & FINAL	275210	WATER FOR ART SHOW	0.00	-13.19
1011	418942	V	04/26/23	00000125	SMART & FINAL	275210	SNACKS FOR EXCURSION	0.00	-44.17
1011	418942	V	04/26/23	00000125	SMART & FINAL	275210	COFFEE	0.00	-50.96
1011	418942	V	04/26/23	00000125	SMART & FINAL	11	VOLUNTEER SUPPLIES	0.00	-199.98
1011	418942	V	04/26/23	00000125	SMART & FINAL	731101	PLANNING COMM. WATER	0.00	-13.19
1011	418942	V	04/26/23	00000125	SMART & FINAL	101101	ACADEMY NIGHT SNACKS	0.00	-96.11
1011	418942	V	04/26/23	00000125	SMART & FINAL	11	WAREHOUSE STOCK	0.00	-164.75
1011	418942	V	04/26/23	00000125	SMART & FINAL	11	FOOD FOR VOLUNTEER	0.00	-34.88
TOTAL CHECK								0.00	-617.23
1011	420772	V	08/30/23	10013064	ACE K9	650405	K-9 VEH. ALARM/JULY23	0.00	-266.00
1011	421215	V	09/27/23	10000360	BEACH & LA MIRADA CAR WA	171710	CAR WASHES	0.00	-745.76
1011	421935	V	11/07/23	10013258	DMV	171710	2, EXPLORER REG FEE	0.00	-10,440.00
1011	422088		11/20/23	10011335	21 CLETES, LLC	650208	ONLINE CLS 1/17/24	0.00	125.00
1011	422089		11/20/23	10003451	A T & T	650302	25082759691016 NOV-23	0.00	85.64
1011	422090		11/20/23	10003451	A T & T	650302	25082912039566 NOV-23	0.00	85.64
1011	422093		11/20/23	10003794	A T & T	170670	9391067399 OCT-23	0.00	20.92
1011	422093		11/20/23	10003794	A T & T	170670	9391026097 OCT-23	0.00	28.95
1011	422093		11/20/23	10003794	A T & T	170670	9391026060 OCT-23	0.00	28.95
1011	422093		11/20/23	10003794	A T & T	660241	9391026081 OCT-23	0.00	28.98
1011	422093		11/20/23	10003794	A T & T	170670	9391026052 OCT-23	0.00	55.82
1011	422093		11/20/23	10003794	A T & T	170670	9391026102 OCT-23	0.00	55.93
1011	422093		11/20/23	10003794	A T & T	170670	9391031461 OCT-23	0.00	55.97
1011	422093		11/20/23	10003794	A T & T	170670	9391026062 OCT-23	0.00	56.36
1011	422093		11/20/23	10003794	A T & T	170670	9391026079 OCT-23	0.00	56.43
1011	422093		11/20/23	10003794	A T & T	170670	9391054287 NOV-23	0.00	66.17
1011	422093		11/20/23	10003794	A T & T	170670	9391026086 OCT-23	0.00	66.51
1011	422093		11/20/23	10003794	A T & T	170670	9391026061 OCT-23	0.00	83.84
1011	422093		11/20/23	10003794	A T & T	170670	9391026111 OCT-23	0.00	83.84
1011	422093		11/20/23	10003794	A T & T	170670	9391026096 OCT-23	0.00	108.86
1011	422093		11/20/23	10003794	A T & T	170670	9391026082 OCT-23	0.00	109.77
1011	422093		11/20/23	10003794	A T & T	170670	9391026050 OCT-23	0.00	113.34
1011	422093		11/20/23	10003794	A T & T	170670	9391026084 OCT-23	0.00	136.78
1011	422093		11/20/23	10003794	A T & T	170670	9391026089 OCT-23	0.00	138.71
1011	422093		11/20/23	10003794	A T & T	170670	9391031459 OCT-23	0.00	154.88
1011	422093		11/20/23	10003794	A T & T	170670	9391026091 OCT-23	0.00	156.40
1011	422093		11/20/23	10003794	A T & T	860810	9391026103 OCT-23	0.00	181.97
1011	422093		11/20/23	10003794	A T & T	170670	9391026083 NOV-23	0.00	187.98
1011	422093		11/20/23	10003794	A T & T	170670	9391026098 OCT-23	0.00	321.56
1011	422093		11/20/23	10003794	A T & T	170670	9391055764 OCT-23	0.00	443.58
1011	422093		11/20/23	10003794	A T & T	170670	9391036451 OCT-23	0.00	473.43
1011	422093		11/20/23	10003794	A T & T	732099	9391026101 OCT-23	0.00	481.71
1011	422093		11/20/23	10003794	A T & T	170670	9391026093 OCT-23	0.00	18.86
1011	422093		11/20/23	10003794	A T & T	170670	9391026078 OCT-23	0.00	27.43
1011	422093		11/20/23	10003794	A T & T	170670	9391026087 OCT-23	0.00	161.38
1011	422093		11/20/23	10003794	A T & T	650302	9391026054 OCT-23	0.00	28.72

SELECTION CRITERIA: transact.trans_date between '20231117 00:00:00.000' and '20231120 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	422093	11/20/23	10003794	A T & T	650302	9391026095 OCT-23	0.00	28.87
1011	422093	11/20/23	10003794	A T & T	650302	9391026099 OCT-23	0.00	28.87
1011	422093	11/20/23	10003794	A T & T	650302	9391026065 OCT-23	0.00	28.95
1011	422093	11/20/23	10003794	A T & T	650302	9391026066 OCT-23	0.00	28.95
1011	422093	11/20/23	10003794	A T & T	650302	9391026085 OCT-23	0.00	28.98
1011	422093	11/20/23	10003794	A T & T	650302	9391026080 OCT-23	0.00	28.98
1011	422093	11/20/23	10003794	A T & T	170670	9391026107 OCT-23	0.00	30.90
1011	422093	11/20/23	10003794	A T & T	650302	9391026075 OCT-23	0.00	37.53
1011	422093	11/20/23	10003794	A T & T	650302	9391026090 OCT-23	0.00	83.18
1011	422093	11/20/23	10003794	A T & T	650302	9391026064 OCT-23	0.00	111.15
1011	422093	11/20/23	10003794	A T & T	650302	9391026059 OCT-23	0.00	138.56
1011	422093	11/20/23	10003794	A T & T	650302	9391031460 OCT-23	0.00	164.21
1011	422093	11/20/23	10003794	A T & T	650302	9391026074 OCT-23	0.00	183.86
1011	422093	11/20/23	10003794	A T & T	650302	9391026092 OCT-23	0.00	193.57
1011	422093	11/20/23	10003794	A T & T	650302	9391050226 OCT-23	0.00	253.21
1011	422093	11/20/23	10003794	A T & T	650302	9391063673 OCT-23	0.00	1,211.12
1011	422093	11/20/23	10003794	A T & T	650302	9391065061 OCT-23	0.00	1,250.24
1011	422093	11/20/23	10003794	A T & T	650302	9391026110 OCT-23	0.00	33.08
TOTAL CHECK							0.00	7,798.24
1011	422094	11/20/23	10011990	AARDVARK	650407	PROJECT 7/SEV2/COMPLET	570.09	7,926.09
1011	422094	11/20/23	10011990	AARDVARK	650407	PROJECT 7/THROAT PROTE	41.85	581.85
1011	422094	11/20/23	10011990	AARDVARK	650407	PROJECT 7/UPPER ARM/CO	108.50	2,532.13
1011	422094	11/20/23	10011990	AARDVARK	650407	PROJECT 7/RIFLE PLATE/	164.30	2,284.30
1011	422094	11/20/23	10011990	AARDVARK	650407	PROJECT 7 ID PATCH SET	12.40	172.40
1011	422094	11/20/23	10011990	AARDVARK	650407	PROJECT 7 LIGHTWEIGHTS	77.50	1,077.50
TOTAL CHECK							974.64	14,574.27
1011	422095	11/20/23	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL/OCT-23	0.00	578.00
1011	422096	11/20/23	00010359	ADMINSURE INC	107410	WKS COMP/NOV-23	0.00	11,336.00
1011	422097	11/20/23	00001993	ALIN PARTY SUPPLY INC.	275140	CRAFT SUPPLIES	0.00	91.45
1011	422098	11/20/23	10013286	THE ALL-AMERICAN BOYS CH	275215	ENTERTAIN/TREE LIGHT	0.00	2,500.00
1011	422099	11/20/23	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GUARD/OCT-23	0.00	11,356.71
1011	422100	11/20/23	10011634	UNIVERSAL PROTECTION SER	650308	CITY JAIL CONT/OCT-23	0.00	38,979.25
1011	422101	11/20/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY EXCES/AUG23	0.00	63.00
1011	422101	11/20/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY EXCES/AUG23	0.00	420.00
1011	422101	11/20/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	NSPA MOU EXCES/AUG-23	0.00	987.00
1011	422101	11/20/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW COSTS/AUG-23	0.00	1,550.17
1011	422101	11/20/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	EXCESS LAW HRS/AUG23	0.00	9,387.00
1011	422101	11/20/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	MO RETAINER/AUG-23	0.00	22,500.00
1011	422101	11/20/23	10007352	ALVAREZ-GLASMAN & COLVIN	110105	BUTTERFLY ET AL/AUG23	0.00	49.00
TOTAL CHECK							0.00	34,956.17
1011	422102	11/20/23	00006012	AMBIUS INC	170670	PLANT SERVICE/NOV-23	0.00	296.76
1011	422103	11/20/23	10013291	ANDERSON CREATIVE	995100	REIMB/EXPENSES	0.00	159.82

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422104	11/20/23	00005384	ANDY GUMP, INC	860810	ADA RESTROOM SERVICE	0.00	322.04
1011	422105	11/20/23	10013143	AP TRITON LLC	105105	NEGOTIATIONS/NOV-23	0.00	1,050.00
1011	422106	11/20/23	00009015	TAJEN GRAPHICS, INC	275145	PARK BANNERS	0.00	814.59
1011	422107	11/20/23	00009331	ARAMARK SERVICES, INC.	650308	INMATE MEAL 10/4-8/23	0.00	334.95
1011	422108	11/20/23	10006711	LAURIE AUBUCHON	452410	ED REIMB OCT-23	0.00	299.48
1011	422108	11/20/23	10006711	LAURIE AUBUCHON	352567	ED REIMB OCT-23	0.00	499.12
1011	422108	11/20/23	10006711	LAURIE AUBUCHON	160105	ED REIMB OCT-23	0.00	798.60
TOTAL CHECK							0.00	1,597.20
1011	422109	11/20/23	10011722	JOHN BERRY	275215	2 OF 2 PEDICAB RENT	0.00	790.00
1011	422110	11/20/23	10008034	BADEN SPORTS, INC	275150	#A275YS-00 - ASA/SCMAF	188.28	2,617.74
1011	422111	11/20/23	10013280	HUGO BARILLAS	11	REF/DEPOSIT#R8673	0.00	500.00
1011	422112	11/20/23	10013270	MARIANA BARRAGAN	275120	REF/CLS#20484 CANCEL	0.00	115.00
1011	422113	11/20/23	10013272	BC2 ENVIRONMENTAL	52	REF/METER#00-0903-00	0.00	2,000.00
1011	422114	11/20/23	10000360	BEACH & LA MIRADA CAR WA	171710	REPL LOST CK#421215	0.00	745.76
1011	422114	11/20/23	10000360	BEACH & LA MIRADA CAR WA	171710	CAR WASHES	0.00	429.83
TOTAL CHECK							0.00	1,175.59
1011	422115	11/20/23	10011115	BLANK ROME LLP	110105	ADV.BA HOTEL/OCT-23	0.00	1,130.00
1011	422115	11/20/23	10011115	BLANK ROME LLP	110105	BUTTERFLY PAVIL/OCT23	0.00	4,510.00
TOTAL CHECK							0.00	5,640.00
1011	422116	11/20/23	10007653	BLUE TECH, INC.	650303	ADOBE LICENSE SUBSCRIP	0.00	2,347.77
1011	422116	11/20/23	10007653	BLUE TECH, INC.	126143	ADOBE LICENSE SUBSCRIP	0.00	3,819.40
TOTAL CHECK							0.00	6,167.17
1011	422117	11/20/23	10000374	DEVIN BOYINGTON	650208	REIMB ED/OCT-23	0.00	459.00
1011	422118	11/20/23	10002369	BRINK'S INCORPORATED	11	SERVICE/OCTOBER-23	0.00	1,410.69
1011	422119	11/20/23	10013271	CLAUDIA BRITO	11	RF/#E23-0343/7985 AST	0.00	100.00
1011	422120	11/20/23	10013147	BROTHER'S CONSTRUCTION	126128	HIP21/22-161 CASAL	0.00	8,067.00
1011	422121	11/20/23	10008423	BUENA PARK NOON LIONS	275215	VINTAGE TRUCK/TREE LI	0.00	200.00
1011	422122	11/20/23	10007791	MARIE CABALLERO	275150	SCOREKEEP 10/28-11/10	0.00	64.00
1011	422123	11/20/23	10012596	CALIF. ASSOC. OF CODE EN	631140	MBR.ERNESTINE ZAPIEN	0.00	100.00
1011	422124	11/20/23	10012193	JANE M. CAMERON	106132	DEC.23/CRIMEWATCH	0.00	200.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422125	11/20/23	10013274	CARTIFACT, INC.	106118	KOREAN MAP/NOV-23	0.00	795.00
1011	422126	11/20/23	10011902	CASC ENGINEERING & CONSU	599796	LAND USE ELEM/JULY-23	0.00	17,212.00
1011	422127	11/20/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	254.92
1011	422127	11/20/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	328.72
1011	422127	11/20/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	829.44
1011	422127	11/20/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	96.36
1011	422127	11/20/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	127.82
1011	422127	11/20/23	10004469	CERRITOS DODGE CHRYSLER	171710	AUTO PARTS	0.00	113.00
TOTAL CHECK							0.00	1,750.26
1011	422128	11/20/23	10008559	CHARLES ABBOTT ASSOCIATE	11	CONSULT/8402 COMNWLTH	0.00	471.25
1011	422129	11/20/23	10007941	CHARTER COMMUNICATIONS H	170670	8448400231122990	0.00	1,631.06
1011	422130	11/20/23	10007941	CHARTER COMMUNICATIONS H	275305	8448400240749031	0.00	209.98
1011	422131	11/20/23	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/OCT-23	0.00	343.46
1011	422131	11/20/23	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/OCT-23	0.00	375.26
1011	422131	11/20/23	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/OCT-23	0.00	432.74
1011	422131	11/20/23	10007616	CINTAS CORPORATION NO. 3	160105	UNIFORM RENT/OCT-23	0.00	440.92
1011	422131	11/20/23	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/OCT-23	0.00	201.03
1011	422131	11/20/23	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/OCT-23	0.00	201.03
1011	422131	11/20/23	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/OCT-23	0.00	201.03
1011	422131	11/20/23	10007616	CINTAS CORPORATION NO. 3	860810	UNIFORM RENT/OCT-23	0.00	208.98
TOTAL CHECK							0.00	2,404.45
1011	422132	11/20/23	00005774	THE CODE GROUP, INC.	731150	50% DANNY RODRIGUEZ	0.00	3,515.00
1011	422132	11/20/23	00005774	THE CODE GROUP, INC.	11	50% DANNY RODRIGUEZ	0.00	3,515.00
TOTAL CHECK							0.00	7,030.00
1011	422133	11/20/23	10011250	CONTROL AIR ENTERPRISES	106131	HVAC PM	0.00	1,494.00
1011	422133	11/20/23	10011250	CONTROL AIR ENTERPRISES	106131	HVAC REPAIR	0.00	1,128.66
TOTAL CHECK							0.00	2,622.66
1011	422134	11/20/23	10006503	CONTROL ENGINEERING INC.	650303	JAIL PLC SYS/OCT-23	0.00	19,479.42
1011	422135	11/20/23	00010548	CORELOGIC INFORMATION SO	631140	REALQUEST/NOV-23	0.00	220.05
1011	422136	11/20/23	00002224	LORRAINE COTA	650208	REIM/CF RM SUPL/NOV23	0.00	146.36
1011	422137	11/20/23	00000031	CROWN TROPHY OF CYPRESS	275135	TROPHY STYLE #SL00-SOC	175.25	2,436.50
1011	422137	11/20/23	00000031	CROWN TROPHY OF CYPRESS	275135	NAMEPLATE ENGRAVING:	38.94	541.44
1011	422137	11/20/23	00000031	CROWN TROPHY OF CYPRESS	275135	FREIGHT	0.00	25.00
TOTAL CHECK							214.19	3,002.94
1011	422138	11/20/23	10008234	CUSTOM INTERIORS BY SONN	171710	UPHOLSTERY	0.00	580.00
1011	422139	11/20/23	00000711	CITY OF CYPRESS	560230	TRF SIG MT/HOLDER	0.00	328.16
1011	422140	11/20/23	00003865	DAVID TAUSSIG & ASSOCIAT	11	CFD SVC/AUG-OCT-2023	0.00	1,133.25

SELECTION CRITERIA: transact.trans_date between '20231117 00:00:00.000' and '20231120 00:00:00.000'
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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422141	11/20/23	10011896	VARGAS & RAMIREZ SPORTS	275150	N3142 - ADULT PERFORMA	33.95	471.95
1011	422141	11/20/23	10011896	VARGAS & RAMIREZ SPORTS	275150	N3142 - ADULT PERFORMA	17.06	237.21
1011	422141	11/20/23	10011896	VARGAS & RAMIREZ SPORTS	275150	N3142 - ADULT PERFORMA	8.11	112.76
1011	422141	11/20/23	10011896	VARGAS & RAMIREZ SPORTS	275150	N3142 - ADULT PERFORMA	1.31	18.26
1011	422141	11/20/23	10011896	VARGAS & RAMIREZ SPORTS	275150	FREIGHT	0.00	20.00
TOTAL CHECK							60.43	860.18
1011	422142	11/20/23	10008395	DEVELOPMENT COUNSELLORS	995100	MO.AD SPEND/OCT-23	0.00	4,174.98
1011	422142	11/20/23	10008395	DEVELOPMENT COUNSELLORS	995100	MO TECH FEES/NOV-23	0.00	2,857.33
TOTAL CHECK							0.00	7,032.31
1011	422143	11/20/23	10012461	DEARK E&C, INC.	11	REF#P22-042/8401 MONT	0.00	2,000.00
1011	422144	11/20/23	00000741	DELL MARKETING L P	126143	#P2722H - DELL 27 MONI	0.00	1,081.50
1011	422144	11/20/23	00000741	DELL MARKETING L P	126143	#P2422H - 23.8" MONITO	0.00	6,900.00
1011	422144	11/20/23	00000741	DELL MARKETING L P	126143	#MK270 WIRELESS KEYBOA	0.00	105.80
1011	422144	11/20/23	00000741	DELL MARKETING L P	126143	ENVIRONMENTAL FEE	0.00	280.00
1011	422144	11/20/23	00000741	DELL MARKETING L P	126143	TAX	0.00	626.77
1011	422144	11/20/23	00000741	DELL MARKETING L P	650303	DELL 27 MONITOR	83.80	1,165.30
1011	422144	11/20/23	00000741	DELL MARKETING L P	650303	DELL 24 MONITOR	438.50	6,096.50
1011	422144	11/20/23	00000741	DELL MARKETING L P	650303	ENVIRONMENTAL FEE	0.00	235.00
TOTAL CHECK							522.30	16,490.87
1011	422145	11/20/23	00000492	DEPARTMENT OF JUSTICE	121110	FINGERPRINT/OCT-23	0.00	241.00
1011	422146	11/20/23	00000035	DOOLEY ENTERPRISES INC	650208	AMMUNITION	0.00	5,660.11
1011	422146	11/20/23	00000035	DOOLEY ENTERPRISES INC	650208	AMMUNITION	0.00	4,924.18
TOTAL CHECK							0.00	10,584.29
1011	422147	11/20/23	10012329	ECO-NOMICS, INC.	196916	EDIBLE FOOD/OCT-23	0.00	6,736.25
1011	422147	11/20/23	10012329	ECO-NOMICS, INC.	196916	ADM.CAPITAL GRT/OCT23	0.00	225.00
TOTAL CHECK							0.00	6,961.25
1011	422148	11/20/23	10007744	ERHARTS CATERING INC.	275305	THANKSGIV LUN NOV-23	0.00	2,332.80
1011	422149	11/20/23	10012212	NICOLE RENEE ESCOBAR	275150	SCOREKEEP 10/28-11/10	0.00	144.00
1011	422150	11/20/23	10008311	EVERETT DOREY, LLP	107420	CLAUDIA LOAIZA	0.00	387.00
1011	422150	11/20/23	10008311	EVERETT DOREY, LLP	107420	JADEYN DOE, ET AL	0.00	3,978.00
1011	422150	11/20/23	10008311	EVERETT DOREY, LLP	107420	VERONICA JONES	0.00	4,479.72
1011	422150	11/20/23	10008311	EVERETT DOREY, LLP	107420	RODERICK LANE JR	0.00	500.00
1011	422150	11/20/23	10008311	EVERETT DOREY, LLP	107420	ALFONSO DAVILA	0.00	1,245.00
1011	422150	11/20/23	10008311	EVERETT DOREY, LLP	107420	MARION REYNOLDS	0.00	1,335.00
1011	422150	11/20/23	10008311	EVERETT DOREY, LLP	107420	DONNA MCINTIRE	0.00	1,434.11
TOTAL CHECK							0.00	13,358.83
1011	422151	11/20/23	10009621	EVIDENT, INC	11	OFF SET SALES TAX	0.00	-62.36
1011	422151	11/20/23	10009621	EVIDENT, INC	650604	SALES TAX	0.00	62.36
1011	422151	11/20/23	10009621	EVIDENT, INC	650604	#3775-24 - IDENTI-SPA	10.61	147.61
1011	422151	11/20/23	10009621	EVIDENT, INC	650604	#5055-50 - JUMBO PAPER	11.16	155.16
1011	422151	11/20/23	10009621	EVIDENT, INC	650604	#804A-Z - PHOTO SCALE	4.79	66.54

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422151	11/20/23	10009621	EVIDENT, INC	650604	#5065K-24C - COUNTERTO	37.20	435.34
1011	422151	11/20/23	10009621	EVIDENT, INC	650604	SHIPPING & HANDLING	0.00	229.12
TOTAL CHECK							63.76	1,033.77
1011	422152	11/20/23	00005901	EXCEL PAVING COMPANY	590004	PAVEMENT/FINAL/JUL-23	0.00	940,932.17
1011	422152	11/20/23	00005901	EXCEL PAVING COMPANY	24	PMT#2 FINAL RET.	0.00	-47,046.61
TOTAL CHECK							0.00	893,885.56
1011	422153	11/20/23	00005901	EXCEL PAVING COMPANY	24	PAVEMENT RET/JULY-23	0.00	76,178.77
1011	422154	11/20/23	10004626	EXPEDIA, INC.	995100	ADS OCT-23	0.00	10,292.98
1011	422155	11/20/23	10009464	FACILITRON, INC.	275205	ONCE ON THIS ISLAND	0.00	4,603.20
1011	422156	11/20/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	10.51
1011	422156	11/20/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	47.95
1011	422156	11/20/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	ENGINE	0.00	5,279.54
1011	422156	11/20/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	9.51
1011	422156	11/20/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	9.67
1011	422156	11/20/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTS	0.00	64.64
1011	422156	11/20/23	00000739	ELLIOTT AUTO SUPPLY COMP	171710	AUTO PARTSS	0.00	116.89
TOTAL CHECK							0.00	5,538.71
1011	422157	11/20/23	00000320	FEDERAL EXPRESS CORPORAT	121110	TRANS CHARGE/NOV-23	0.00	40.13
1011	422158	11/20/23	10013266	MERCELITA FIELDS	275140	REF/SHELTER #R9389	0.00	135.00
1011	422159	11/20/23	10007059	FIVESTAR RUBBER STAMP ET	732071	BADGES	0.00	49.06
1011	422160	11/20/23	10013283	GUADALUPE FLORES	11	REF/DEPOSIT#R8627	0.00	500.00
1011	422161	11/20/23	10007746	M&M DISPLAY, INC	275215	PROPS/TREE LIGHT-2023	0.00	3,316.44
1011	422162	11/20/23	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	187.45
1011	422162	11/20/23	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO	0.00	299.51
1011	422162	11/20/23	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	537.64
1011	422162	11/20/23	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	847.94
1011	422162	11/20/23	00000046	FULLER ENGINEERING INC	352363	CL2 BOISSERANC	0.00	2,332.73
TOTAL CHECK							0.00	4,205.27
1011	422163	11/20/23	00004593	FUN ON THE FARM, INC.	275120	HORSE FUN/FALL-23	0.00	199.50
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	560231	SIGN SHOP SUPPLIES	0.00	94.18
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	106119	HARDWARE SILVERADO	0.00	247.46
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	106119	HARDWARE SILVERADO	0.00	477.68
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	106119	HARDWARE SILVERADO	0.00	1,344.00
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	860815	GRAFFITI	0.00	164.56
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	275210	COPS N GOBLINS	0.00	26.80
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	275210	COPS N GOBLINS	0.00	20.64
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	275210	COPS N GOBLINS	0.00	29.72
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	560231	SIGN SHOP SUPPLIES	0.00	236.58
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	275210	COPS N GOBLINS	0.00	35.63

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	170670	HARDWARE	0.00	58.96
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	106119	HARDWARE SILVERADO	0.00	57.10
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	106119	HARDWARE SILVERADO	0.00	8.51
1011	422164	11/20/23	00002166	GANAHL LUMBER CO	560640	SUPPLIES	0.00	56.41
TOTAL CHECK							0.00	2,858.23
1011	422165	11/20/23	10001832	GHD INC	632110	6245 AUTO CTR DRIVE	0.00	335.25
1011	422166	11/20/23	10001832	GHD INC	11	PROF SVC/8402 COMNWLT	0.00	2,577.89
1011	422167	11/20/23	10001832	GHD INC	11	PROF SVC/6660 COMNWLT	0.00	3,095.13
1011	422168	11/20/23	10001832	GHD INC	11	PROF SVC/6660 COMNWLT	0.00	3,474.26
1011	422169	11/20/23	10001832	GHD INC	11	PROF SVC/8402 COMNWLT	0.00	865.31
1011	422170	11/20/23	10001832	GHD INC	11	PROF SVC/6660 OR'THOR	0.00	1,549.13
1011	422171	11/20/23	10001832	GHD INC	11	LOS COYOTES STRUCTURE	0.00	1,351.51
1011	422172	11/20/23	10001832	GHD INC	11	8300 VAL.VIEW GRADING	0.00	282.51
1011	422173	11/20/23	10001832	GHD INC	11	8402 COMMONWEALTH	0.00	145.88
1011	422174	11/20/23	10001832	GHD INC	11	TRACT 19106 4TH ST.	0.00	132.50
1011	422175	11/20/23	10001832	GHD INC	11	6050 AUTO CTR DRIVE	0.00	129.63
1011	422176	11/20/23	10001832	GHD INC	11	TRACT NO. 19117	0.00	120.14
1011	422177	11/20/23	10001832	GHD INC	11	6660 OR'THORP AVE.	0.00	2,808.13
1011	422178	11/20/23	10001832	GHD INC	11	7860 BEACH BLVD.	0.00	2,620.51
1011	422179	11/20/23	10001832	GHD INC	11	8030 DALE ST.	0.00	1,741.51
1011	422180	11/20/23	10001832	GHD INC	11	8406 COMMONWEALTH AVE	0.00	147.39
1011	422181	11/20/23	10013276	JANELLE GIBSON	11	REF/#E23-0322/6478 CA	0.00	100.00
1011	422182	11/20/23	10013273	ARACELI GONZALEZ	11	REF/DEPOSIT#R8940	0.00	500.00
1011	422183	11/20/23	10008749	GOOGLE INC.	995100	GOOGLE ADS/OCT-23	0.00	39,883.75
1011	422184	11/20/23	10012385	GEORGE WALTON GRAHAM III	275315	DJ THANKSGIV/LUNCH	0.00	300.00
1011	422185	11/20/23	10005524	JACOB ROY GRANT	275140	SANTA CLAUS	0.00	500.00
1011	422186	11/20/23	00005680	CINDY GRISWOLD	275405	CPR/FALL-23	0.00	33.25
1011	422187	11/20/23	10000124	HARDY & HARPER INC	590181	OR'THORP REHAB/OCT23	0.00	1,164,111.22
1011	422187	11/20/23	10000124	HARDY & HARPER INC	24	PMT#2 RET.	0.00	-58,205.56

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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	1,105,905.66
1011	422188	11/20/23	10012288	HASA INC.	860820	POOL SERVICE	0.00	1,150.00
1011	422188	11/20/23	10012288	HASA INC.	860820	POOL SERVICE	0.00	950.00
TOTAL CHECK							0.00	2,100.00
1011	422189	11/20/23	10012247	THE HILLER COMPANIES, IN	106131	FIRE SPRINKLER/SEP-23	0.00	850.00
1011	422190	11/20/23	10013279	SHERRY HE	11	REF/DEPOSIT#R9151	0.00	500.00
1011	422191	11/20/23	10011678	STUART ANDREW HENDRICKSO	275315	DJ 10/14 & 25,11/4/23	0.00	900.00
1011	422191	11/20/23	10011678	STUART ANDREW HENDRICKSO	275315	DJ SVC DNC 12/2/23	0.00	300.00
TOTAL CHECK							0.00	1,200.00
1011	422192	11/20/23	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	39.81
1011	422192	11/20/23	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	76.27
1011	422192	11/20/23	00000057	HOME DEPOT / GECF	170670	PLUMBING HARDWARE	0.00	177.96
1011	422192	11/20/23	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	260.37
1011	422192	11/20/23	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	15.11
1011	422192	11/20/23	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	32.26
1011	422192	11/20/23	00000057	HOME DEPOT / GECF	352363	METER SURVEY	0.00	142.00
1011	422192	11/20/23	00000057	HOME DEPOT / GECF	631140	SMALL TOOLS	0.00	79.96
TOTAL CHECK							0.00	823.74
1011	422193	11/20/23	00008482	HOUSING PROGRAMS	126128	HIP202304 MARTINEZ	0.00	300.00
1011	422193	11/20/23	00008482	HOUSING PROGRAMS	126128	HIP202303 HILL	0.00	300.00
1011	422193	11/20/23	00008482	HOUSING PROGRAMS	126128	HIP202301 MCDONALD	0.00	300.00
1011	422193	11/20/23	00008482	HOUSING PROGRAMS	732031	SCERP202307 POSOS	0.00	300.00
1011	422193	11/20/23	00008482	HOUSING PROGRAMS	732031	SCERP-202310 CAMPOS	0.00	600.00
1011	422193	11/20/23	00008482	HOUSING PROGRAMS	126128	HIP202307 CASAL	0.00	600.00
1011	422193	11/20/23	00008482	HOUSING PROGRAMS	732031	HIP202306 LONGWORTH	0.00	800.00
TOTAL CHECK							0.00	3,200.00
1011	422194	11/20/23	10012663	ICE MANAGEMANT, LLC	275120	ICE SKATE/FALL-23	0.00	279.30
1011	422195	11/20/23	10012742	INFOSEND, INC	352267	POSTAGE/OCT-23	0.00	6,334.14
1011	422195	11/20/23	10012742	INFOSEND, INC	352267	SVCS & MAT'L/OCT-23	0.00	1,884.00
1011	422195	11/20/23	10012742	INFOSEND, INC	396829	PROP 218 SEWER/OCT23	0.00	830.91
TOTAL CHECK							0.00	9,049.05
1011	422196	11/20/23	10000774	INLAND VALLEY SLADDEN IN	590181	OR'THOR REHAB/OCT23	0.00	6,288.50
1011	422197	11/20/23	10007507	INTERWEST CONSULTING GRO	11	ENP-23-1 PROJ/OCT-23	0.00	1,190.00
1011	422198	11/20/23	00010018	JOSEPH M JACKSON	275405	WELLNESS/FALL-23	0.00	176.89
1011	422198	11/20/23	00010018	JOSEPH M JACKSON	275120	STICK & MOVE/FALL-23	0.00	192.85
TOTAL CHECK							0.00	369.74
1011	422199	11/20/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	35.87
1011	422199	11/20/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	375.54
1011	422199	11/20/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	16.96
1011	422199	11/20/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	1,054.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422199	11/20/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	108.77
1011	422199	11/20/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	232.71
1011	422199	11/20/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	328.94
1011	422199	11/20/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	449.51
1011	422199	11/20/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	48.06
1011	422199	11/20/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	63.18
1011	422199	11/20/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	187.77
1011	422199	11/20/23	00009561	TRADITIONAL AUTO SUPPLY	171710	AUTO PARTS	0.00	399.01
TOTAL CHECK							0.00	3,300.32
1011	422200	11/20/23	10011703	JAMES PRODUCTIONS, INC	275215	2 OF 2 FERRIS WHEEL	0.00	2,350.00
1011	422201	11/20/23	10012741	JIG CONSULTANTS	490033	KNOTT SEWER/OCT-23	0.00	4,337.50
1011	422202	11/20/23	10013284	GUADALUPE JIMENEZ	11	REF DEPOSIT#R8701	0.00	500.00
1011	422203	11/20/23	10013263	KANG, JI KWANG	52	UB REFUND	0.00	55.85
1011	422204	11/20/23	10013269	MASOUD KARBASSI	107420	GEN CLAIM STLM#23-35	0.00	35,000.00
1011	422205	11/20/23	10005588	LENCO INDUSTRIES, INC.	650407	#19-15444 - GO-LIGHT L	0.00	1,317.76
1011	422205	11/20/23	10005588	LENCO INDUSTRIES, INC.	650407	SHIPPING AND HANDLING	0.00	81.70
1011	422205	11/20/23	10005588	LENCO INDUSTRIES, INC.	11	OFF SET SALES TAX	0.00	-102.13
1011	422205	11/20/23	10005588	LENCO INDUSTRIES, INC.	650407	SALES TAX	0.00	102.13
TOTAL CHECK							0.00	1,399.46
1011	422206	11/20/23	10012811	THE LEW EDWARDS GROUP	632110	LEG PROF FEES/OCT-23	0.00	6,500.00
1011	422207	11/20/23	10007925	KATHLEEN LOWETH	106117	BLOGS/VISIT BP	0.00	581.25
1011	422208	11/20/23	00000077	LU'S LIGHTHOUSE INC	171710	KWIKCONNECT	0.00	82.75
1011	422208	11/20/23	00000077	LU'S LIGHTHOUSE INC	171710	LAMPS, FUSES	0.00	34.03
TOTAL CHECK							0.00	116.78
1011	422209	11/20/23	10004246	M & M LIFTS, INC	171710	REPLACE ROUND PADS	0.00	745.15
1011	422210	11/20/23	10013243	MADRID, THERESA MARIA	52	UB REFUND	0.00	791.02
1011	422211	11/20/23	10013260	MBC ENTERPRISES INC.	32	PMT#1 RET.	0.00	-4,083.46
1011	422211	11/20/23	10013260	MBC ENTERPRISES INC.	32	PMT#2 RET.	0.00	-1,280.06
1011	422211	11/20/23	10013260	MBC ENTERPRISES INC.	290163	POOL IMPROVE/NOV-23	0.00	25,601.21
1011	422211	11/20/23	10013260	MBC ENTERPRISES INC.	290163	POOL IMPROVE/NOV-23	0.00	81,669.27
TOTAL CHECK							0.00	101,906.96
1011	422212	11/20/23	10013267	MERCURY INSURANCE COMPAN	107420	GEN CLAIM STLM#23-40	0.00	3,596.54
1011	422213	11/20/23	10005546	MID CITY'S ELECTRIC, INC	170670	POLICE DEPARTMENT EV C	0.00	7,455.00
1011	422214	11/20/23	10012829	MILITARY GUIDES	995100	VETERANS PROG/NOV-23	0.00	6,500.00
1011	422215	11/20/23	10001962	MITSUBISHI ELECTRIC & EL	170670	ELEVATOR MAINT	0.00	426.88

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422216	11/20/23	10013264	MOBILE FLEET WASH	171710	CAR WASHES	0.00	500.00
1011	422217	11/20/23	00010549	MOBILE ID SOLUTIONS INC	121110	#045100 - FARGO SMARTL	11.71	162.87
1011	422218	11/20/23	10006977	WAYNE BOYER	550503	#102508-CUST - AIR MES	182.89	2,542.89
1011	422218	11/20/23	10006977	WAYNE BOYER	550503	#POCKET02 - RIGHT & LE	11.78	163.78
1011	422218	11/20/23	10006977	WAYNE BOYER	550503	#ZIPPER03 - ZIPPER/VEL	8.99	124.99
1011	422218	11/20/23	10006977	WAYNE BOYER	550503	#102507-CUST - STRETCH	51.54	716.54
1011	422218	11/20/23	10006977	WAYNE BOYER	550503	#REFLECTIVE04 - SILVER	3.80	52.80
1011	422218	11/20/23	10006977	WAYNE BOYER	550503	#POCKET05 - RIGHT & LE	2.95	40.95
1011	422218	11/20/23	10006977	WAYNE BOYER	550503	SHIPPING	0.00	57.00
TOTAL CHECK							261.95	3,698.95
1011	422219	11/20/23	00004380	MUNICIPAL MAINTENANCE EQ	171710	REPLACE WATER PUMP	0.00	35,576.69
1011	422220	11/20/23	10013288	NATIONWIDE	650405	INSURANCE K9 JUNO	0.00	323.22
1011	422221	11/20/23	10011719	NETSYNC NETWORK SOLUTION	650303	#P-ADVVUL-0I-SU1AR-00	0.00	2,590.28
1011	422221	11/20/23	10011719	NETSYNC NETWORK SOLUTION	126143	- SAME AS ABOVE - FOR	0.00	2,590.28
TOTAL CHECK							0.00	5,180.56
1011	422222	11/20/23	00002568	NORMS REFRIGERATION, LLC	170670	ICE MACHINE REPAIR	0.00	407.26
1011	422223	11/20/23	10013275	NU-LINE TECHNOLOGIES, LL	52	REF#00-0834-00 METER	0.00	800.00
1011	422224	11/20/23	10004133	OC CLERK-RECORDER'S OFFI	11	LOT MERGER RECORDING	0.00	25.00
1011	422225	11/20/23	10012790	OC RECON, INC.	171710	REMOVE DENTS	0.00	700.00
1011	422226	11/20/23	10005881	OCCSPECIALIST CORP. A ME	121110	DOT TESTING/OCT-23	0.00	80.00
1011	422227	11/20/23	00007482	ORANGE COUNTY SANITATION	11	CONNECT FEE/JULY-23	0.00	7,156.63
1011	422228	11/20/23	10012298	ORBIT PARTY RENTALS, INC	275210	***10X50 CANOPY***	0.00	504.00
1011	422228	11/20/23	10012298	ORBIT PARTY RENTALS, INC	275210	10X80WP-1 10X80 CANOPY	0.00	808.00
1011	422228	11/20/23	10012298	ORBIT PARTY RENTALS, INC	275210	10X90WP 10X90 CANOPY W	0.00	908.00
1011	422228	11/20/23	10012298	ORBIT PARTY RENTALS, INC	275210	20X40WP-1 20X40 CANOPY	0.00	562.00
1011	422228	11/20/23	10012298	ORBIT PARTY RENTALS, INC	275210	CBASE-1 CANOPY BASE BL	0.00	280.00
1011	422228	11/20/23	10012298	ORBIT PARTY RENTALS, INC	275210	CMP-1 CEMENT TENT PYLO	0.00	140.00
1011	422228	11/20/23	10012298	ORBIT PARTY RENTALS, INC	275210	FIRESP FIRE SAFETY PAC	0.00	180.00
1011	422228	11/20/23	10012298	ORBIT PARTY RENTALS, INC	275210	SWW10-1 SIDEWALL 8X10	0.00	36.00
1011	422228	11/20/23	10012298	ORBIT PARTY RENTALS, INC	275210	SWW20-1 SIDEWALL-8X20	0.00	152.00
1011	422228	11/20/23	10012298	ORBIT PARTY RENTALS, INC	275210	LOAD IN-1 LOAD IN	0.00	500.00
1011	422228	11/20/23	10012298	ORBIT PARTY RENTALS, INC	275210	LOAD OUT-1 LOAD OUT	0.00	500.00
1011	422228	11/20/23	10012298	ORBIT PARTY RENTALS, INC	275210	DAMAGE WAIVER	0.00	292.82
TOTAL CHECK							0.00	4,862.82
1011	422229	11/20/23	10012668	PACIFIC ADVANCED CIVIL E	290163	PEAK/BOISSERANC/OCT23	0.00	1,300.57
1011	422230	11/20/23	10013038	PACKET FUSION, INC.	170670	RT EQUIPMENT/OCT-23	0.00	624.95
1011	422230	11/20/23	10013038	PACKET FUSION, INC.	170670	RT EQUIPMENT/NOV-23	0.00	624.95
TOTAL CHECK							0.00	1,249.90

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ACCOUNTING PERIOD: 5/24

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422231	11/20/23	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	97.16
1011	422232	11/20/23	10013278	BIPIN PATEL	11	REF/DEPOSIT#R8707	0.00	500.00
1011	422233	11/20/23	10002386	PAVEMENT COATINGS CO. CO	52	REF#00-0899-00 METER	0.00	2,000.00
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275140	TOT TIME A.CARNES	0.00	5.37
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275145	MLG/M.THOMPSEN	0.00	15.72
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275145	MLG/OCT-23 I.ONTIVERO	0.00	19.65
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275105	MLG/C.SANCHEZ	0.00	22.93
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275130	PNO/J.SALDANA	0.00	27.97
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275130	PNO/J.SALDANA	0.00	28.22
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275215	TREE LITE/M.VANSICKLE	0.00	32.30
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275215	TREE LITE/M.VANSICKLE	0.00	32.30
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275325	SCANDISK SUPL/T.DAVIS	0.00	35.54
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOBLIN/B.MOLAR	0.00	35.94
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275140	CANDYCNLND/A.MAGANA	0.00	41.71
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275160	PNO/H.NUNEZ	0.00	48.60
1011	422234	11/20/23	00005145	PETTY CASH/COMMUNITY SER	275140	CANDYCNLND/Y.RIVERA	0.00	49.03
TOTAL CHECK							0.00	395.28
1011	422235	11/20/23	00005174	PETTY CASH/POLICE DEPART	11	COP/GOBLIN/J.MARTINEZ	0.00	21.53
1011	422235	11/20/23	00005174	PETTY CASH/POLICE DEPART	11	COP/GOBLIN/S.SEMAAN	0.00	27.44
1011	422235	11/20/23	00005174	PETTY CASH/POLICE DEPART	11	COP/GOBLIN/J.MARTINEZ	0.00	31.22
1011	422235	11/20/23	00005174	PETTY CASH/POLICE DEPART	11	COP/GOBLINS/N.SEMAAN	0.00	35.53
TOTAL CHECK							0.00	115.72
1011	422236	11/20/23	10013290	PLANNING DIRECTORS ASSOC	731120	HOLIDAY LUNCH 12/6/23	0.00	100.00
1011	422237	11/20/23	10006112	PREMIER CHEVROLET OF BUE	171710	AUTO PARTS	0.00	141.00
1011	422237	11/20/23	10006112	PREMIER CHEVROLET OF BUE	171710	AUTO PARTS	0.00	389.76
1011	422237	11/20/23	10006112	PREMIER CHEVROLET OF BUE	171710	AUTO PARTS	0.00	389.76
TOTAL CHECK							0.00	920.52
1011	422238	11/20/23	10001965	PYRO-COMM SYSTEMS, INC.	170670	FIRE ALARM MONITORING	0.00	135.00
1011	422239	11/20/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	48.48
1011	422239	11/20/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	242.44
1011	422239	11/20/23	10001203	R.V. NURSERIES INC	560641	PLANTS	0.00	96.97
TOTAL CHECK							0.00	387.89
1011	422240	11/20/23	10012487	RAPID TACTICAL RESPONSE,	650407	FAC RENT FEE 11/6/23	0.00	1,500.00
1011	422241	11/20/23	10012660	RECORDS CONTROL SERVICES	115110	REC.RET.PROG/OCT-23	0.00	5,240.63
1011	422242	11/20/23	00001348	MULTI SERVICE TECHNOLOGY	352363	J MENDOZA SAFETY SHOE	0.00	238.10
1011	422243	11/20/23	10000972	REFRIGERATION SUPPLIES D	352363	FILTERS	0.00	21.51
1011	422244	11/20/23	10013076	RMS CONSTRUCTION	32	PMT#3 RET.	0.00	-6,448.50
1011	422244	11/20/23	10013076	RMS CONSTRUCTION	32	PMT#2 REV RET	0.00	-3,148.65

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422244	11/20/23	10013076	RMS CONSTRUCTION	32	PMT#1 REV RET.	0.00	2,145.80
1011	422244	11/20/23	10013076	RMS CONSTRUCTION	290157	PARKS ACCESS/SEPT-23	0.00	62,972.95
1011	422244	11/20/23	10013076	RMS CONSTRUCTION	290157	PARKS ACCESS/OCT-23	0.00	128,970.00
TOTAL CHECK							0.00	184,491.60
1011	422245	11/20/23	10012780	REBECCA ROBINS	995100	CONTENT CREATOR/OCT23	0.00	1,165.00
1011	422246	11/20/23	10013281	WAYNE ROLLINS	11	REF/DEPOSIT#R9166	0.00	500.00
1011	422247	11/20/23	00007846	RON SMITH AND ASSOCIATES	650208	LATENT PRT 3/11-15/24	0.00	1,300.00
1011	422248	11/20/23	00000412	SOUTHERN COUNTIES OIL CO	171710	DIESEL FUEL	0.00	4,769.62
1011	422248	11/20/23	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL PD	0.00	25,286.45
TOTAL CHECK							0.00	30,056.07
1011	422249	11/20/23	00003272	SIRCHIE FINGER PRINT	650604	ORGANIC VAPOR/P100 FIL	20.19	280.77
1011	422249	11/20/23	00003272	SIRCHIE FINGER PRINT	650604	FACE SHIELDS W/ SAFETY	5.42	75.33
1011	422249	11/20/23	00003272	SIRCHIE FINGER PRINT	650604	HEMASTIX	7.31	101.63
1011	422249	11/20/23	00003272	SIRCHIE FINGER PRINT	650604	KRAFT PAPER LINERS (10	17.61	143.70
1011	422249	11/20/23	00003272	SIRCHIE FINGER PRINT	650604	KIT SIZE FIBERGLASS BR	0.00	101.40
1011	422249	11/20/23	00003272	SIRCHIE FINGER PRINT	650604	SHIPPING & HANDLING	0.00	47.50
TOTAL CHECK							50.53	750.33
1011	422250	11/20/23	00000125	SMART & FINAL	275305	HALLOWEEN SUPPLIES	0.00	32.82
1011	422251	11/20/23	10005420	HADRONEX, INC.	452410	#PP-5C POWER PACK: 5	63.86	887.86
1011	422251	11/20/23	10005420	HADRONEX, INC.	452410	SHIPPING	0.00	15.00
TOTAL CHECK							63.86	902.86
1011	422252	11/20/23	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,575.87
1011	422253	11/20/23	10009463	SO CAL SANITATION, LLC	106119	FENCE/SILVERADO/OCT23	0.00	9,203.67
1011	422254	11/20/23	10004433	SOLARWINDS	126143	VERSION UPGRADE SOFTWA	0.00	1,388.00
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6190 AUTO CTR/OCT-23	0.00	96.82
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6548 LA PALMA/OCT-23	0.00	8,605.43
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	352510	7520 DALE PMP/OCT-23	0.00	25,040.63
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	6603 BEACH/OCT-23	0.00	667.01
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	6955 ARAGON/OCT-23	0.00	9,470.13
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	7225 EL DORADO/OCT-23	0.00	9,978.14
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	352510	7750 CAMELLIA/OCT-23	0.00	74,923.78
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7006 ARTESIA/OCT-23	0.00	12.66
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	860810	6232 AUTO CTR/OCT-23	0.00	53.76
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	170670	6500 AUTO CTR/OCT-23	0.00	76.10
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	6989 ARTESIA/OCT-23	0.00	79.96
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6200 STANTON/OCT-23	0.00	81.32
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 AUTO CTR/OCT-23	0.00	97.30
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6210 INDIANA/OCT-23	0.00	103.43
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7365 ARTESIA/OCT-23	0.00	107.74
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	6410 AUTO CTR/OCT-23	0.00	128.94
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/OCT-23	0.00	140.37

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	7700 WESTERN/OCT-23	0.00	282.67
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	352510	5860 DALE PMP/OCT-23	0.00	359.29
1011	422255	11/20/23	00000226	SOUTHERN CALIFORNIA EDIS	660240	7731 STANTON/OCT-23	0.00	460.32
TOTAL CHECK							0.00	130,765.80
1011	422256	11/20/23	10013265	SOUTHERN CALIFORNIA EDIS	760310	REF/PERMIT #E21-0075	0.00	145.00
1011	422256	11/20/23	10013265	SOUTHERN CALIFORNIA EDIS	760310	REF/PERMIT #E21-0075	0.00	2,640.00
TOTAL CHECK							0.00	2,785.00
1011	422257	11/20/23	10013265	SOUTHERN CALIFORNIA EDIS	760310	REF/PERMIT#E19-0210	0.00	145.00
1011	422257	11/20/23	10013265	SOUTHERN CALIFORNIA EDIS	760310	REF/PERMIT#E19-0210	0.00	1,320.00
TOTAL CHECK							0.00	1,465.00
1011	422258	11/20/23	00000328	SOUTHERN CALIFORNIA GAS	860810	7171 8TH ST/OCT-23	0.00	25.53
1011	422258	11/20/23	00000328	SOUTHERN CALIFORNIA GAS	170670	6955 ARAGON/OCT-23	0.00	59.33
TOTAL CHECK							0.00	84.86
1011	422259	11/20/23	10007408	SOUTHERN COMPUTER WAREHO	126143	MICROSOFT SURFACE PRO	109.75	1,525.84
1011	422259	11/20/23	10007408	SOUTHERN COMPUTER WAREHO	126143	MICROSOFT - E WASTE FE	0.00	4.00
1011	422259	11/20/23	10007408	SOUTHERN COMPUTER WAREHO	126143	EMICROSOFT SURFACE PRO	10.88	151.35
TOTAL CHECK							120.63	1,681.19
1011	422260	11/20/23	00010296	SPECIALIZED ELEVATOR SER	660241	ELEVATOR MAINT	0.00	552.32
1011	422261	11/20/23	00010381	SPOK INC	860810	PHONES	0.00	7.40
1011	422261	11/20/23	00010381	SPOK INC	275305	PHONES	0.00	7.40
1011	422261	11/20/23	00010381	SPOK INC	352363	PHONES	0.00	28.78
TOTAL CHECK							0.00	43.58
1011	422262	11/20/23	00001085	STAPLES CONTRACT & COMME	731110	CREDIT MEMO	0.00	-38.11
1011	422262	11/20/23	00001085	STAPLES CONTRACT & COMME	121110	OFFICE SUPPLIES	0.00	73.65
1011	422262	11/20/23	00001085	STAPLES CONTRACT & COMME	731110	OFFICE SUPPLIES	0.00	38.11
1011	422262	11/20/23	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	9.97
1011	422262	11/20/23	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	22.30
1011	422262	11/20/23	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	26.30
1011	422262	11/20/23	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	39.87
1011	422262	11/20/23	00001085	STAPLES CONTRACT & COMME	106117	OFFICE SUPPLIES	0.00	12.91
1011	422262	11/20/23	00001085	STAPLES CONTRACT & COMME	105105	OFFICE SUPPLIES	0.00	33.39
1011	422262	11/20/23	00001085	STAPLES CONTRACT & COMME	650302	CREDIT MEMO	0.00	-49.83
1011	422262	11/20/23	00001085	STAPLES CONTRACT & COMME	275105	OFFICE SUPPLIES	0.00	236.17
TOTAL CHECK							0.00	404.73
1011	422263	11/20/23	10008317	SUNNY SLOPE TREE FARM, I	560641	TREES	0.00	237.05
1011	422264	11/20/23	10013242	TEDRAHN, STEVE	52	UB REFUND	0.00	9.88
1011	422265	11/20/23	10012245	THE SHADE RESERVE	170670	ROLLER SHADES & INSTAL	0.00	9,285.63
1011	422266	11/20/23	00006872	TK ELEVATOR, CORPORATION	170670	ELEVATOR MAINT	0.00	1,289.25
1011	422266	11/20/23	00006872	TK ELEVATOR, CORPORATION	170670	ELEVATOR TESTING	0.00	1,781.22
TOTAL CHECK							0.00	3,070.47

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	422267	11/20/23	10010941	TYSON KOERPER	995100	CREATIVE ASSETS/OCT23	0.00	2,970.00
1011	422268	11/20/23	10011938	T-MOBILE	171710	974300786 OCT-23	0.00	36.40
1011	422269	11/20/23	00004212	TOWNSEND PUBLIC AFFAIRS	352267	LOBBYIST NOV-23	0.00	2,018.75
1011	422269	11/20/23	00004212	TOWNSEND PUBLIC AFFAIRS	105105	LOBBYIST NOV-23	0.00	6,056.25
TOTAL CHECK							0.00	8,075.00
1011	422270	11/20/23	00004212	TOWNSEND PUBLIC AFFAIRS	105105	GRANT.WRITE/NOV-23	0.00	5,000.00
1011	422271	11/20/23	10012511	TSG ENTERPRISES, INC	490034	SEWER MAINT/AUG-23	0.00	823.25
1011	422272	11/20/23	10012511	TSG ENTERPRISES, INC	490010	SEWER MAINT/OCT-23	0.00	610.50
1011	422273	11/20/23	10012511	TSG ENTERPRISES, INC	590181	OR'THORP REHAB/OCT23	0.00	1,287.00
1011	422274	11/20/23	10012511	TSG ENTERPRISES, INC	290163	PEAK POOL IMPRO/OCT23	0.00	777.00
1011	422275	11/20/23	10012511	TSG ENTERPRISES, INC	290153	SCE PHS.2 TRAIL/OCT23	0.00	1,184.00
1011	422276	11/20/23	10012511	TSG ENTERPRISES, INC	490034	SEWER MAINT/OCT-23	0.00	481.00
1011	422277	11/20/23	10012511	TSG ENTERPRISES, INC	290157	ADA IMPROV/OCT-23	0.00	1,039.25
1011	422278	11/20/23	10012511	TSG ENTERPRISES, INC	290150	WHITAKER PARK/OCT23	0.00	740.00
1011	422279	11/20/23	10012155	TUNNELWORKS SERVICES, IN	52	PMT#5 RET.	0.00	-9,012.34
1011	422279	11/20/23	10012155	TUNNELWORKS SERVICES, IN	490015	SEWER LINING/SEPT-23	0.00	180,246.73
TOTAL CHECK							0.00	171,234.39
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	121110	DOLLARTREE/OPENENR/RV	0.00	54.95
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	ADOBE/MO SUBS/COPPING	0.00	54.99
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	HALLOWEEN DECOR/LOPEZ	0.00	59.26
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650409	20'CONTAINER/WILLIAMS	0.00	59.40
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	SILVERADO/A.BRN/LOPEZ	0.00	60.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650303	EXT.DVD DR/MIKIEWICZ	0.00	61.38
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275210	HOLIDAY DECOR/SAUCEDA	0.00	61.74
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650303	I-PH.CASES/MIKIEWICZ	0.00	64.62
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650208	WELLNESS/EQUIP/NGUYEN	0.00	65.13
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275405	BPCC CLS FLAG/SAUCEDA	0.00	65.23
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	560640	OFFICE SUPPL/PORTER	0.00	66.79
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	170670	ADA DR REMOTE/LIBUNAO	0.00	73.67
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	121110	CPRS/SRCOMSVCSLDR/RV	0.00	75.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650303	COMPU EQUIP/DIERINGER	0.00	75.41
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275160	GYM PRINT INK/SANCHEZ	0.00	81.53
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	121110	SMARTFNL/OPENENR/RV	0.00	82.60
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650208	SM.TOOLS/DIERINGER	0.00	84.72
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	560640	STEEL STAKES/PORTER	0.00	93.42
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	170670	INSECT TRAPS/LIBUNAO	0.00	95.85
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	ST OF CIT/A.BRN/LOPEZ	0.00	100.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	732044	MOTEL/HOMELES/NIELSEN	0.00	100.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO DONUTS/MOORE	0.00	102.17

SELECTION CRITERIA: transact.trans_date between '20231117 00:00:00.000' and '20231120 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	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275210	HALLOWEEN SUPL/SAUCED	0.00	103.29
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275210	STICKERS/HURTADO	0.00	106.43
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	452410	MBRSHP MOJARRO/MOORE	0.00	108.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275105	PLOTTER PAPER/SANCHEZ	0.00	108.06
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650405	30LB DOG FOOD/WILLIAM	0.00	113.01
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106119	SILVERADO SNK/LIBUNAO	0.00	115.68
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	352363	MEAL BRK EMG/MCGEE	0.00	119.40
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO TRG CLS/MOORE	0.00	128.08
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275305	HALLOWEEN/NORIEGA	0.00	131.81
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275140	SANTA VISITS/VANSICKL	0.00	141.10
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650307	HEPA FILTER/BAILEY	0.00	145.44
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650208	NENA DISPATCH/DIERING	0.00	147.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	731120	ZOOM SUBS/MESHRAM	0.00	149.90
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275305	KOREA SIGNAGE/DAVIS	0.00	150.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650102	CPCA MBRSHIP/PINO	0.00	155.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	COVER/PLATE/MACIAS	0.00	159.90
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	170670	INSECT TRAPS/LIBUNAO	0.00	163.68
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275210	BAGS/COP/GOBLIN/DAVIS	0.00	167.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL LINENS/LOPEZ	0.00	171.17
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	560640	OFFICE SUPPL/PORTER	0.00	173.47
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	11	BPGTCGOODIE BAG/FEWER	0.00	180.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	995100	FLY/CANADA SALES/DIEZ	0.00	194.57
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	11	BPGTCGOODIE BAG/FEWER	0.00	202.32
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106119	SILVERADO SNK/LIBUNAO	0.00	211.33
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DINNER/LOPEZ	0.00	224.09
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	115110	IIMC MBR/JIMENEZ/LOPE	0.00	225.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DINNER/LOPEZ	0.00	226.48
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	126143	RACK MT PDU/MIKIEWICZ	0.00	235.95
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	731150	SAFETY BOOK/MESHRAM	0.00	250.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	731150	SAFETY BOOK/MESHRAM	0.00	250.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL TNK ASSEM/MACIAS	0.00	275.63
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106119	PIE/SILVERADO/HURTADO	0.00	285.78
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650403	CRPOA MBRSHP/PINO	0.00	288.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	995100	FLY CANADA SALES/DIEZ	0.00	290.11
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	HOST BLOGGER/DIEZ	0.00	294.64
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	126143	SSD DRIVES/MIKIEWICZ	0.00	355.30
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	170670	PD WTR FILTER/LIBUNAO	0.00	360.74
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	VAC COMP CHG/MACIAS	0.00	407.02
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	EMAIL MKT.SUBS/DIEZ	0.00	453.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	560210	MSA MBRSHP/PORTER	0.00	468.65
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	995100	GIFT CARD/MEDIA/DIEZ	0.00	506.95
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	995100	FLY MEXICO MEDIA/DIEZ	0.00	507.01
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	115110	CLKS CF REG/BADILLO	0.00	550.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	115110	CLKS CF/JIMENEZ/LOPEZ	0.00	550.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650303	APPLE I-PAD/MIKIEWICZ	0.00	559.97
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	SOFTWARE SUBS/DIEZ	0.00	659.40
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	HOTEL/C.TRAUT/LOPEZ	0.00	741.32
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	KOREAN UNVEIL/LOPEZ	0.00	802.91
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	BOOTH CHAIRS/COPPING	0.00	808.20
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	HOTEL RES/A.BRN/LOPEZ	0.00	1,092.13
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	HOTEL/SONNE/LOPEZ	0.00	1,107.57
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	HOTEL/J.CASTANE/LOPEZ	0.00	1,158.46

SELECTION CRITERIA: transact.trans_date between '20231117 00:00:00.000' and '20231120 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	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	HOTEL/J.AHN/BADILLO	0.00	1,162.88
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	HOTEL/CAL TRVL/COPPIN	0.00	1,183.47
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	DEPOSIT IPW/COPPING	0.00	1,500.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650303	LAPTOP/DIERINGER	0.00	1,578.53
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	170670	CREDIT/REF/GUERRA	0.00	-107.70
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650208	LYFT/CAL CIT CF/NUNES	0.00	10.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL SUPPLS/GUERRA	0.00	10.76
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	HALLOWEEN EVT/JIMENEZ	0.00	12.37
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL SNKS/JIMENEZ	0.00	13.92
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650208	LYFT/CAL CIT CF/NUNES	0.00	14.96
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	115110	ZOOM ACCT/GUERRA	0.00	15.99
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	ZOOM ACCT/JIMENEZ	0.00	15.99
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	105105	KOREAN CF/FRANCE	0.00	20.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	126120	ARM PADS/MENDOZA/HYUN	0.00	20.89
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650208	BKFST CAL CIT/NUNES	0.00	21.22
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL SNKS/JIMENEZ	0.00	22.99
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL SNKS/GUERRA	0.00	23.45
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	MUERTOS ALTAR/JIMENEZ	0.00	23.69
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	MUERTOS ALTAR/JIMENEZ	0.00	29.06
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	115110	CIT CLK SUPPL/GUERRA	0.00	29.73
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL SNKS/JIMENEZ	0.00	29.84
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650208	LYFT/CAL CIT CF/NUNES	0.00	31.71
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	CARWASH CM/FRANCE	0.00	35.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL SNKS/GUERRA	0.00	42.30
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	170670	MOSQUITO TRAPS/GUERRA	0.00	43.08
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL SNKS/GUERRA	0.00	44.14
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	170670	OIL INSECT REP/GUERRA	0.00	45.24
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	MUERTOS ALTAR/JIMENEZ	0.00	46.29
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CIT CNCL SUPPL/GUERRA	0.00	48.14
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650101	CARWASH/OCT23/FRANCE	0.00	48.99
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106132	BP FND EFILE 199/HYUN	0.00	49.90
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL SNKS/GUERRA	0.00	52.37
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	105105	AIRPT PK CALCIT/FRANC	0.00	54.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	115110	CIT CLK SUPPL/JIMENEZ	0.00	55.46
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	170670	MOSQUITO TRAPS/GUERRA	0.00	56.12
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	SILVERADO SONNE/GUERR	0.00	60.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650208	AIRPORT PK/NUNES	0.00	65.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL SNKS/GUERRA	0.00	71.85
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/CIT VEH/NUNES	0.00	74.06
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	MUERTOS ARCHE/JIMENEZ	0.00	80.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	105105	CARWASH/OCT23/FRANCE	0.00	83.57
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	115110	CIT CLK SUPL/JIMENEZ	0.00	83.80
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL SNKS/GUERRA	0.00	105.48
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	115110	CIT CLK SUPL/JIMENEZ	0.00	106.19
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	170670	MOSQUITO TRAPS/GUERRA	0.00	107.70
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	170670	MOSQUITO TRAPS/GUERRA	0.00	107.70
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CARWASH/OCT23/FRANCE	0.00	123.09
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CONSOLE TBL/GUERRA	0.00	210.10
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	105105	CNCL GOAL SET/JIMENEZ	0.00	221.98
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	126152	ONLIN WTR GATWY/HYUN	0.00	237.80
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	CNCL LUNCH/JIMENEZ	0.00	284.90
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	115120	PASSPORT SUPL/JIMENEZ	0.00	337.22

SELECTION CRITERIA: transact.trans_date between '20231117 00:00:00.000' and '20231120 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	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650208	HOTEL CAL CIT/NUNES	0.00	409.94
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	126120	GOV TXWEB/GARCIA/HYUN	0.00	495.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	105105	SACLEAGUECONFHOTEL/EF	0.00	500.10
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	PHOTOBOOTH/GUERRA	0.00	587.67
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	115110	HOTEL RES/JIMENEZ	0.00	614.91
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	105105	CALCIT-24 CM/FRANCE	0.00	750.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	105105	CALCIT-24 EDIE/FRANCE	0.00	750.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	CR.HOTEL STAY/DIEZ	0.00	-181.58
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	731120	REG/PLAN MGR/MESHRAM	0.00	-154.93
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	LYFT/CR:WRONG/COPPING	0.00	-16.55
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	560210	RET.CREDIT/PORTER	0.00	-6.99
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	732044	LYFT/CDBG/NIELSEN	0.00	5.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER TIP/COPPING	0.00	6.43
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	11	COP/GOBLINS/COTA	0.00	6.43
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275405	BPCC CLASSRM/SAUCEDA	0.00	7.73
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	11	BPGTCGOODIE BAG/FEWER	0.00	8.08
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER TIP/COPPING	0.00	8.12
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106119	VELCRO DOTS/SANCHEZ	0.00	9.13
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER/CAL TRANS/COPPIN	0.00	9.96
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	FOOD/J.AHN/BADILLO	0.00	10.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	I'NAT/J.CASTANE/LOPEZ	0.00	10.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	I'NAT DAY/A.BRN/LOPEZ	0.00	10.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	560640	OFFICE SUPPL/PORTER	0.00	10.76
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275205	SPOTIFY/SANCHEZ	0.00	10.99
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	732044	LYFT/CDBG/NIELSEN	0.00	11.99
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	115110	DROPBOX ACCT/BADILLO	0.00	11.99
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275305	HALLOWEEN/NORIEGA	0.00	12.47
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/RICE	0.00	14.82
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	160105	ZOOM CONF/MIKHAEL	0.00	15.99
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650303	ZOOM MO.CHG/NGUYEN	0.00	15.99
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	GOOGLE SUITE/COPPING	0.00	18.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650204	CRIME DISPLAY/DIERING	0.00	18.31
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/SALAZAR	0.00	18.34
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO SUPPL/MOORE	0.00	18.61
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275305	FABRIC UNVEILIN/DAVIS	0.00	18.78
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	PK/KOREA BUS/DIEZ	0.00	20.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	PK KOREAN BUS/DIEZ	0.00	20.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275210	COP/GOBLINS/SANCHEZ	0.00	20.23
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	22.03
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO SUPPL/MOORE	0.00	24.07
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	ASSIGN VEH FUEL/GEYER	0.00	25.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	LYFT/IFWTWA CF/DIEZ	0.00	25.39
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275210	COP/GOBLINS/SANCHEZ	0.00	25.47
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	11	COP/GOBLIN/COTA	0.00	25.81
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650303	PH. CASE/NGUYEN	0.00	25.85
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/JOHNSON	0.00	26.59
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/JOHNSON	0.00	26.68
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	AIRPORT BKFST/COPPING	0.00	26.95
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/JOHNSON	0.00	28.67
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/RICE	0.00	29.75
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106118	LUNCH/EDITOR /COPPING	0.00	29.75
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/JOHNSON	0.00	29.78

SELECTION CRITERIA: transact.trans_date between '20231117 00:00:00.000' and '20231120 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	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	105105	ADOBE MO SUBS/MEDINA	0.00	29.99
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/JOHNSON	0.00	30.49
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/RICE	0.00	30.77
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/RICE	0.00	30.82
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/RICE	0.00	30.96
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/RICE	0.00	31.54
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	31.62
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/JOHNSON	0.00	32.25
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275210	COP/GOBLINS/SANCHEZ	0.00	32.61
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/RICE	0.00	32.73
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/JOHNSON	0.00	32.76
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275305	SR.CTR SUPL/HURTADO	0.00	32.92
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/COLON	0.00	33.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/RICE	0.00	33.32
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/RICE	0.00	33.78
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/JOHNSON	0.00	33.80
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/JOHNSON	0.00	34.06
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/RICE	0.00	34.61
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275305	HALLOWEEN SUPL/DAVIS	0.00	35.12
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/RICE	0.00	35.26
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/COLON	0.00	36.15
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	36.50
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275405	BPCC MIRROR/SAUCEDA	0.00	36.51
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/COLON	0.00	36.65
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/JOHNSON	0.00	38.24
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	731110	CHAIR MAT/MESHRAM	0.00	38.77
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/RICE	0.00	39.40
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTO/COLON	0.00	39.68
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275405	SAFETY MIRROR/SAUCEDA	0.00	39.86
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO COFFEE/MOORE	0.00	40.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO COFFEE/MOORE	0.00	41.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	101101	HALLOWEEN DECOR/LOPEZ	0.00	41.35
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO COFFEE/MOORE	0.00	42.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER/CAL TRVL/COPPING	0.00	42.93
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	995100	FLY CANADA SALES/DIEZ	0.00	43.77
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275160	POWER CORD/SANCHEZ	0.00	44.12
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106119	SILVERADO/REYNOLDS	0.00	45.26
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650208	SM.TOOLS/DIERINGER	0.00	45.51
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650208	DISPATCH CHG/DIERINGE	0.00	45.63
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275305	SR CTR.SUPPL/HURTADO	0.00	46.32
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	275160	TUTUS/DANCE/SANCHEZ	0.00	46.32
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106119	SILVERADO/REYNOLDS	0.00	46.41
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO FOOD/MOORE	0.00	46.78
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106118	LUNCH/KNOT VP/COPPING	0.00	46.95
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	452410	NASSCO REFRESH/MOORE	0.00	47.97
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	732044	LYFT/CDBG/NIELSEN	0.00	48.67
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	650303	I-PH.CASES/MIKIEWICZ	0.00	49.11
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	121110	TARGET/OPENENRGC/RV	0.00	50.00
1011	422290	11/20/23	00010474	U.S.BANK CORPORATE PAYME	106117	UBER/CAL TRVL/COPPING	0.00	54.17
TOTAL CHECK							0.00	34,138.98
1011	422291	11/20/23	00000416	UNDERGROUND SVC.ALERT/SC	352363	DIG ALERT BOARD	0.00	87.50

SELECTION CRITERIA: transact.trans_date between '20231117 00:00:00.000' and '20231120 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	422291	11/20/23	00000416	UNDERGROUND SVC.ALERT/SC	352363	DIG ALERT TICKETS	0.00	220.00
TOTAL CHECK							0.00	307.50
1011	422292	11/20/23	10012924	URBAN HABITAT	32	PMT#4 RET.	0.00	-1,386.06
1011	422292	11/20/23	10012924	URBAN HABITAT	290150	WHITAKER SCH/OCT-23	0.00	27,721.28
TOTAL CHECK							0.00	26,335.22
1011	422293	11/20/23	10011587	US BANK	997100	CUSTODY ACCT/SEP-23	0.00	291.67
1011	422294	11/20/23	10011587	US BANK	11	CUSTODY ACCT/SEP-23	0.00	208.33
1011	422295	11/20/23	00001911	JEFF VAN SICKLE	275135	YT OFFIC 10/28-11/10	0.00	120.00
1011	422296	11/20/23	10013287	VCA WEST COAST SPECIALTY	650405	CONSULT K9 JUNO	0.00	152.00
1011	422297	11/20/23	10010301	JAVIER VENEGAS	452410	REIMB/WATER CERT	0.00	225.00
1011	422298	11/20/23	10009230	VERIZON BUSINESS	170670	4123237 X26 OCT-23	0.00	441.18
1011	422299	11/20/23	10011389	VIATRON SYSTEMS, INC.	599796	DIG.PL DIV REC/JULY23	0.00	13,336.00
1011	422300	11/20/23	10013292	MONICA VILLA	995100	BLOGGER/OCT-23	0.00	3,150.00
1011	422301	11/20/23	10013282	VINCENT ROMERO VILLAS	11	REF DEPOSIT#R8700	0.00	500.00
1011	422302	11/20/23	10008881	VOHNE LICHE KENNELS, INC	650405	MO MT TRG K9/OCT-23	0.00	400.00
1011	422303	11/20/23	10011058	WATERSMART SOFTWARE, INC	352363	ANNUAL RENEWAL OF CUST	0.00	34,475.00
1011	422304	11/20/23	00000141	WEST COAST ARBORISTS INC	560641	PALM TREE LA PALMA	0.00	1,008.00
1011	422305	11/20/23	10013236	SHARON C. WILCOX	275215	2 OF2 SLEIGHT RENT	0.00	1,000.00
1011	422306	11/20/23	10012502	WILD WATER OPERATING LLC	171710	OCTOBER CAR WASHES	0.00	1,064.00
1011	422307	11/20/23	10000546	WILLDAN FINANCIAL SERVIC	632110	DEVEL IMPACT/OCT-23	0.00	1,960.00
1011	422308	11/20/23	10011805	VERN WILLIAMS	275120	HOME CARDIO/FALL-23	0.00	106.40
1011	422309	11/20/23	10007428	WINDSTREAM HOLDINGS INC.	170670	204261582 NOV-23	0.00	544.27
1011	422310	11/20/23	00009372	ERNESTINE ZAPIEN	631140	REIMB/EXPENSE CACEO	0.00	143.51
TOTAL CASH ACCOUNT							2,532.28	3,406,043.16
TOTAL FUND							2,532.28	3,406,043.16
TOTAL REPORT							2,532.28	3,406,043.16

Voided Check Numbers	Date Printed
422091	11/20/2023
422092	
422280	
422281	
422282	
422283	
422284	
422285	
422286	
422287	
422288	
422289	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $24,725.81 COVERING RETIREE PAYROLL ENDING OCTOBER 31, 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 $24,725.81, set forth on the 2-page register attached to this resolution and made a part here of have been audited as required by law and are hereby allowed in the amount set forth.

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

PAYRUN: MHR
DATE: 11/13/2023

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
368818	.00	9.00		BEVINS, RONALD	9413
368819	.00	9.00		CHESSEN, DONNA	9428
368820	.00	159.00		DENNY, JOHNNIE	9440
368821	.00	159.00		FAIRMAN, ERIC	9451
368822	.00	159.00		GONZALES, ROBERT	9461
368823	.00	9.00		HAMBY, PAUL	9466
368824	.00	159.00		JACKSON, GARY	9482
368825	.00	159.00		KIMERY, ERIC	9012
368826	.00	21.00		LONG, LINDA	9664
368827	.00	9.00		MACIS, NORMA	9504
368828	.00	9.00		MAYS, MARY	9677
368829	.00	159.00		MCCAY, DONALD	9517
368830	.00	49.00		ROBLES, AMPARO	9550
368831	.00	159.00		SCHWENGEL, LLOYD	9558
368832	.00	9.00		SIGLER, CAROL	9620
368833	.00	159.00		STEWARD, GREGORY	9572
368834	.00	159.00		TAYLOR, ROBERT	9576
368835	.00	21.00		TRUJILLO, FRANK	9663
368836	.00	157.00		TUTHILL, LOREN	9581
368837	.00	9.00		WINNER, SAMUEL	9589
V368838	21.00	.00		AGUIRRE, RICHARD	9624
V368839	2,457.14	.00		BANKS, TAMRA	9687
V368840	21.00	.00		BECKER, LLOYD	9409
V368841	157.00	.00		BERRY, STEVE	9682
V368842	605.21	.00		BISBING, KRISTOPHER	9675
V368843	159.00	.00		BORREGARD, MICHAEL	9416
V368844	159.00	.00		BRANUM, TERRY	9418
V368845	1,658.42	.00		CARNEY, PATRICK	9014
V368846	49.00	.00		CIAMPA, LISA	9429
V368847	157.00	.00		CISNEROS, RUDY	9625
V368848	351.00	.00		CLARK, LAURENCE	9430
V368849	49.00	.00		CLEMENTS, THOMAS	9431
V368850	314.00	.00		CONN, SANDRA	9676
V368851	49.00	.00		COX, BARBARA	9435
V368852	9.00	.00		CRISP, BEVERLY	9612
V368853	159.00	.00		DASCENZI, PHILLIP	9438
V368854	49.00	.00		DESOUCY, DOLORES	9441
V368855	159.00	.00		DIXON, JAMES	9442
V368856	159.00	.00		DOCK, HENRY	9443
V368857	9.00	.00		EERNISSE, NOLA	9448
V368858	157.00	.00		FONCECA, ARTHUR	9456
V368859	1,422.22	.00		FORSYTH, RICHARD	9680
V368860	159.00	.00		FROST, FRANK	9458
V368861	312.00	.00		HAINLEY, LAWRENCE	9651
V368862	180.00	.00		HENEIN, NABIL	9662
V368863	159.00	.00		HESTER, KATHLEEN	9627
V368864	159.00	.00		HICKEN, GARY	9475
V368865	269.00	.00		HOLGUIN, ALEXANDER	9604
V368866	159.00	.00		HORNUNG, EDISON	9479
V368867	157.00	.00		JACKSON, TERESA	9628

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

V368868	159.00	.00	JONES, MICHAEL	9656
V368869	49.00	.00	JONES, SHIRLEY	9486
V368870	157.00	.00	JONES, WILLIAM	9485
V368871	49.00	.00	KELLY, ANDREA	9661
V368872	49.00	.00	KERBAUGH, MARILYN	9654
V368873	159.00	.00	KIRBY, GEORGE	9488
V368874	49.00	.00	KIRK, BRET	9490
V368875	850.90	.00	KOHANEK, WILLIAM	9669
V368876	9.00	.00	KYLE, LESLIE	9493
V368877	159.00	.00	LININGER, RODNEY	9497
V368878	21.00	.00	LITCHFIELD, WILLIAM	9630
V368879	157.00	.00	LOEHR, LOTHAR	9499
V368880	1,656.42	.00	LOVCHIK, MICHAEL	9684
V368881	49.00	.00	LOWRY, MARILYN	9501
V368882	159.00	.00	LUCENTI, THOMAS	9502
V368883	49.00	.00	MALOUFF, JOSEPHINE	9505
V368884	159.00	.00	MANNING, BRUCE	9506
V368885	49.00	.00	MARTIN, GLORIA	9508
V368886	49.00	.00	MARTINEZ, DAVID	9649
V368887	159.00	.00	MARTINEZ, MANUEL	9667
V368888	159.00	.00	MCNEILLY, MICHAEL	9522
V368889	21.00	.00	MEALER, JAMES	9523
V368890	159.00	.00	MONSON, THOMAS	9638
V368891	312.00	.00	MOTE, ROBERT	9600
V368892	49.00	.00	NUNEZ, RICHARD	9674
V368893	1,809.06	.00	PELTON, GREGORY	9699
V368894	159.00	.00	PENA, RICHARD	9598
V368895	159.00	.00	POTTER, BRUCE	9541
V368896	159.00	.00	POWELL, ROGER	9672
V368897	49.00	.00	REDDICK, SUZANNE	9655
V368898	157.00	.00	RILEY, MARGARET	9681
V368899	49.00	.00	ROGERS, REGINA	9631
V368900	49.00	.00	ROONEY, MARIAN	9622
V368901	159.00	.00	SANDERS, DARYL	9553
V368902	21.00	.00	SANDOVAL, SANTIAGO	9658
V368903	159.00	.00	SCHOALES, JAMES	9555
V368904	49.00	.00	SELLS, ROBIN	9659
V368905	269.00	.00	SHEA, KEVIN	9671
V368906	49.00	.00	SHEARN, WYNNETTE	9641
V368907	740.26	.00	SIANEZ, COREY	9690
V368908	159.00	.00	SWISHER, JOHN	9652
V368909	159.00	.00	SYLVESTER, DAVID	9574
V368910	21.00	.00	TEMPLETON, JOHN	9686
V368911	269.00	.00	VREDENBURGH, JOHN	9657
V368912	159.00	.00	WADELL, VERN	9584
V368913	687.04	.00	WARSINSKI, RICKY	9645
V368914	157.00	.00	WHITESIDE, JOHN	9668
V368915	49.00	.00	WHITLOCK, JOHN	9633
V368916	2,457.14	.00	WORRALL, GARY	9685
V368917	49.00	.00	WYMAN, GUADALUPE	9592

PAYRUN TOTAL
CHECK: 100 22,983.81 1,742.00

TOTAL
CHECKS: 100 22,983.81 1,742.00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $943,677.10 COVERING REGULAR PAYROLL ENDING NOVEMBER 10, 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 $943,677.10 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

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

SELECTION CRITERIA: checkhis.pay_run='MH2'
ALL CHECKS

PAYRUN: MH2
DATE: 11/17/2023

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V368918	1,131.72	.00		CABRERA, AMBER	248
V368919	4,062.46	.00		COPPING, SARA	951
V368920	1,065.73	.00		DIAZ, MICHELLE	419
V368921	3,115.06	.00		DIEZ, KARINA	169
V368922	2,052.73	.00		ENGLEBRECHT, BRIDGET	261
V368923	2,611.61	.00		FEWER, JESSICA	580
V368924	6,838.39	.00		FRANCE, AARON	1650
V368925	2,688.62	.00		MEDINA, YARETZA	8
V368926	769.70	.00		AHN, JOYCE	263
V368927	647.49	.00		BROWN, ARTHUR	655
V368928	723.49	.00		CASTANEDA, JOSE	277
V368929	741.75	.00		SONNE, SUSAN	5161
V368930	504.81	.00		TRAUT, CONNOR	5399
V368931	899.69	.00		AVITIA, LISA	114
V368932	2,697.16	.00		BADILLO, ANNA PATRICIA	168
V368933	1,759.23	.00		GUERRA, SARAH	1470
V368934	5,116.94	.00		JIMENEZ, ADRIA	2297
V368935	881.94	.00		KIRK, RALPH	384
V368936	1,851.40	.00		LOPEZ, ANGELICA	2928
V368937	4,344.64	.00		FENTON, EDWARD	1564
V368938	1,489.68	.00		GONZALEZ, JACQUELINE	157
V368939	1,750.69	.00		KERN, DONNA	2574
V368940	2,286.29	.00		PREVO, DOREKA	390
V368941	3,244.31	.00		VALDEZ, REBECCA	5490
V368942	1,651.38	.00		BUENROSTRO, PATRICIA	227
V368943	6,330.74	.00		GARCIA, ADRIAN	1700
V368944	1,094.77	.00		GLAVIN, BARBARA	1768
V368945	1,880.62	.00		HERNANDEZ, GLORIA	2092
V368946	6,320.80	.00		HYUN, SUNG	2248
V368947	2,009.03	.00		KIM, MIN	2584
V368948	1,966.72	.00		LOVEJOY, REBEKAH	76
V368949	2,349.98	.00		MENDOZA, MARIA	3293
V368950	789.51	.00		OZAKI, GRACE	3881
V368951	1,806.39	.00		PAK, TIMOTHY	3955
V368952	2,552.23	.00		PEREZ, JESSICA	4111
V368953	2,410.05	.00		TOMASSETTI, JEEVANI	5623
V368954	1,970.02	.00		TRAN, KRYSTLE	242
V368955	4,032.81	.00		AVERELL, MARK	272
V368956	2,295.18	.00		COLES-GUZMAN, MARY	950
V368957	1,941.66	.00		KENNEDY, SEAN	111
V368958	1,691.43	.00		BELTRAN, CINDY	467
V368959	571.72	.00		CARDENAS, MARGARET	336
V368960	2,916.37	.00		CULL, ROBERT	1012
V368961	2,608.12	.00		LESTER, ALEXANDER	2868
V368962	1,733.50	.00		MACIAS, JUDITH	2996
V368963	2,201.86	.00		MAYORQUIN, RAYMUNDO	221
V368964	2,581.92	.00		TART, ANDRE	5235
V368965	3,928.67	.00		CAMACHO, MARIO	731
V368966	1,102.93	.00		CASTANEDA, GUADALUPE	280
V368967	2,357.86	.00		CATALDO, JOHN	766

SELECTION CRITERIA: checkhis.pay_run='MH2'
ALL CHECKS

v368968	712.05	.00	COHEN-DORON, JILL	841
v368969	1,990.27	.00	DAVIS-VALENTINE, SUZANNE	1085
v368970	2,358.72	.00	DE LA PAZ, TIANNA	297
v368971	5,994.40	.00	FOULKES, MATTHEW	9
v368972	3,446.87	.00	LUNA, HARALD	264
v368973	2,470.82	.00	MCALEESE, IAN	159
v368974	4,229.82	.00	MESHRAM, SWATI	3321
v368975	3,256.62	.00	NAVARRO, SANDRA	93
v368976	441.58	.00	SANCHEZ, VIVIANA	4616
v368977	2,428.18	.00	SANTOS, RUTH	4640
v368978	2,603.80	.00	SCHAETZL, RANA	431
v368979	1,567.27	.00	TAE, RAY	5196
v368980	2,303.41	.00	ZAPIEN, ERNESTINE	5777
v368981	2,295.10	.00	ARDAIZ, LANA	190
v368982	3,174.49	.00	DHAUW, MELISSA	1170
v368983	2,798.21	.00	SUAREZ, SARABETH	5169
v368984	2,886.60	.00	YOON, JIWON	91
v368985	2,254.15	.00	COTA, LORRAINE	954
v368986	5,340.02	.00	GEYER, BRADLEY	1692
v368987	6,806.22	.00	HONG, ALEX	2130
v368988	2,279.85	.00	MARTINEZ, JESSICA	2936
v368989	5,605.59	.00	NGUYEN, NGHIA	3755
v368990	6,486.97	.00	NUNES, FRANK	3813
v368991	2,139.67	.00	CHARNES, LANCE	783
v368992	7,779.38	.00	DIERINGER, RYAN	1145
v368993	3,627.70	.00	JIMENEZ, ROBERT	352
v368994	3,077.49	.00	KIM, HYUN	328
v368995	2,689.91	.00	LAM, DAVID	2790
v368996	439.33	.00	LOVCHIK, MICHAEL	6
v368997	4,059.36	.00	MIKIEWICZ, SIMON	3360
v368998	2,098.91	.00	NOVOTNY, MARY	3705
v368999	2,183.14	.00	SEMAAN, NADIA	4740
v369000	4,965.57	.00	TOMSICK, MARTIN	5360
v369001	5,951.21	.00	WEAVER, CHAD	5577
v369002	2,387.12	.00	ALCALA, BRITTANY	58
v369003	3,483.21	.00	BARAJAS, MAYRA	357
v369004	754.14	.00	BARR, LISA	366
v369005	2,025.57	.00	BINYON, ERIC	506
v369006	5,204.74	.00	BRANDSTETTER, JAMES	629
v369007	4,566.31	.00	BUTH, CATHERINE	561
v369008	3,774.51	.00	CARPENTER, SCARLET	1663
v369009	701.14	.00	CONN, SANDRA	961
v369010	581.68	.00	DIERINGER, REGINA	1515
v369011	2,623.26	.00	ESCOBEDO, STACEY	1530
v369012	3,384.82	.00	ESQUETINI, MARIA	1536
v369013	748.34	.00	ESTRELLA, CARL JOSEPH	415
v369014	1,938.41	.00	HERNANDEZ, ISABELLA	112
v369015	2,584.97	.00	MAERKER, ELIZABETH	3017
v369016	4,030.28	.00	MCGRATH, CODY	3220
v369017	748.34	.00	MENDOZA HERNANDEZ, STEPHANIE	427
v369018	899.68	.00	MEONO, ROBIN	351
v369019	1,665.39	.00	MORALES MALDONADO, IVETT	3490
v369020	2,667.24	.00	PALMA CARDENAS, DIANA	3970
v369021	684.14	.00	RAMIREZ, ARIANNA	86
v369022	852.81	.00	RODRIGUEZ VILLA, YARELI	205
v369023	2,219.63	.00	SAUCEDA, CATHLEEN	4645

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ALL CHECKS

v369024	2,871.59	.00	SHERIFF, SAMANTHA	2096
v369025	3,209.65	.00	TANIGUCHI, MELISSA	5230
v369026	668.74	.00	VELLANOWETH, KRISTINE	217
v369027	2,198.45	.00	FIORE, KATE	1560
v369028	2,623.18	.00	FOX, CHARITY	1641
v369029	754.33	.00	KUHN, MICHELLE	2730
v369030	743.35	.00	KUHN, TARI	2747
v369031	2,260.50	.00	LARA, KARON	103
v369032	2,622.84	.00	MEDINA, IVONNE	222
v369033	2,688.99	.00	MENDIVEL, CHRISTINA	3299
v369034	2,015.12	.00	NGO, CATHERINE	3752
v369035	2,510.18	.00	PENDLETON, SUN	4080
v369036	1,473.67	.00	TENG, LING-FEI	2871
v369037	1,902.52	.00	UMLAH, AMBER	5435
v369038	5,676.64	.00	BATES, PATRICK	378
v369039	4,387.14	.00	BELTRAN, CHRISTINA	13
v369040	7,084.68	.00	BERNAL, DAVID	480
v369041	4,442.49	.00	BOURNE, CLIFFORD	5612
v369042	4,586.22	.00	BOYD, ROBERT	584
v369043	5,434.91	.00	BOYER, CAMERON	585
v369044	5,229.43	.00	BOYINGTON, DEVIN	594
v369045	3,945.87	.00	BRAVO, ISABEL	420
v369046	3,456.89	.00	BURNETT, DEBORAH	110
v369047	3,062.11	.00	CAMPOS, LOLANI	728
v369048	4,452.84	.00	CARNEY, THOMAS	751
v369049	2,190.80	.00	CERDA, SERGIO	240
v369050	3,830.78	.00	CHAVEZ, ALEJANDRO	182
v369051	3,986.90	.00	CHAVEZ, ANTONY	246
v369052	3,802.32	.00	CHOI, JONATHON	827
v369053	3,995.95	.00	CHRISTIANSEN, ANDREW	97
v369054	2,158.07	.00	CURATOLA, ANTHONY	350
v369055	2,861.89	.00	DAVIS, JONATHAN	1083
v369056	2,847.80	.00	EK, CHRISTOPHER	1477
v369057	4,621.86	.00	ESCAMILLA, MARIO	1529
v369058	3,569.48	.00	ESCOBEDO, DOMINICK	1521
v369059	3,790.07	.00	FRANKLIN, KEVIN	1649
v369060	6,114.40	.00	GALOS, MICHAEL	1680
v369061	4,581.98	.00	GANO, KEVIN	1742
v369062	2,870.23	.00	GONZALEZ, LUIS	164
v369063	4,792.63	.00	GONZALEZ, OSCAR	1785
v369064	4,975.79	.00	HERST, RYAN	2102
v369065	1,875.62	.00	HOGAN, CHRISTIAN MICHAEL	138
v369066	4,529.17	.00	JIMENEZ, GUSTAVO	2285
v369067	4,580.22	.00	LEE, CONNOR	2861
v369068	6,349.61	.00	LEPE, SERGIO	2901
v369069	3,243.06	.00	LIRA, JOSEPH	133
v369070	3,319.85	.00	LOPEZ, GUILLERMO	2958
v369071	4,625.72	.00	LOVETERE, JOSEPH	2962
v369072	3,570.89	.00	MARTINEZ, JESUS	117
v369073	2,924.48	.00	MEDRANO, JULIAN	3223
v369074	3,515.41	.00	MOELLER, SARAH	3590
v369075	5,428.09	.00	MOON, DAVID	3479
v369076	4,700.27	.00	MUNOZ, OSCAR	3605
v369077	3,540.07	.00	MURILLO CASTRO, JULIAN	268
v369078	2,346.07	.00	NGUYEN, ANTHONY	258
v369079	5,015.37	.00	NYHUS, CHRISTOPHER	3808

SELECTION CRITERIA: checkhis.pay_run='MH2'
ALL CHECKS

v369080	5,630.56	.00	O'DETTE, DIRK	3823
v369081	4,974.08	.00	OH, WILLIAM	326
v369082	3,334.69	.00	PADILLA, VALERIE	108
v369083	8,338.25	.00	PINO, RICHARD	4171
v369084	4,784.20	.00	PROCEL, ANDY	4243
v369085	3,885.26	.00	RAMIREZ, ANGEL	4314
v369086	2,958.88	.00	RANGEL, PRISCILLA	4337
v369087	4,260.17	.00	REYES, HUGO	98
v369088	2,683.28	.00	RODRIGUEZ, CHRISTIAN	4476
v369089	3,740.72	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
v369090	6,338.38	.00	RUBALCAVA, EFRAIN	4590
v369091	3,892.96	.00	TEWELL, MELISSA	5282
v369092	2,128.46	.00	TRAN, JENNIFER	9666
v369093	4,486.49	.00	TRAN, TUYET	5424
v369094	3,195.71	.00	TURNER, JERAMIAH	291
v369095	3,749.60	.00	VU, JEFFREY	5519
v369096	5,324.14	.00	WILLIAMS, JUDITH	5660
v369097	3,854.63	.00	YO, DANIEL	5752
v369098	5,301.95	.00	COLON, BOBBY	900
v369099	4,186.11	.00	JOHNSON, BRYAN	2300
v369100	1,948.49	.00	MAERTZ, DANA	3018
v369101	1,743.63	.00	RANGEL, JENNY	283
v369102	6,026.96	.00	RICE, JAMES	4408
v369103	3,136.80	.00	SALAZAR, RYAN	4626
v369104	6,041.70	.00	SHADDOW, JON-MICHAEL	4837
v369105	2,127.63	.00	SILVA, OSCAR	4886
v369106	2,168.31	.00	VAZQUEZ-CAMACHO, MARLENE	101
v369107	582.28	.00	BAIR, JOHN	284
v369108	541.59	.00	CASEY, DROUETT	771
v369109	687.59	.00	PATTON, DANA	4060
v369110	5,383.49	.00	BAILEY, JOHN	355
v369111	3,970.94	.00	BOUDREAU, CORY	583
v369112	2,108.79	.00	BOUDREAU, LAURA	2192
v369113	2,164.53	.00	CHAN, KARA	795
v369114	5,976.61	.00	DAVENPORT, JOSEPH	1094
v369115	4,528.48	.00	GENTNER, GEORGE	1765
v369116	3,714.08	.00	KALAGIAN, BRYANT	2436
v369117	2,524.28	.00	LOMELI, LISBETH	4516
v369118	2,851.41	.00	LOPEZ, VANESSA	2929
v369119	4,129.18	.00	LOPEZ, WILLYVALDO	2941
v369120	3,862.36	.00	LOWE, AUSTIN	2956
v369121	4,394.55	.00	MORALES, FRANK	3489
v369122	1,882.14	.00	O'DETTE, NANCY	1920
v369123	4,211.10	.00	ORTEGA, MICHAEL	104
v369124	4,215.12	.00	PANTOJA, DAVID	3986
v369125	5,552.31	.00	PLUMLEE, ROGER	4180
v369126	4,184.81	.00	SOLIS, DANIEL	5000
v369127	2,256.74	.00	SULLIVAN, STACEY	5160
v369128	3,086.76	.00	TREADWAY, SARA	4210
v369129	4,030.75	.00	VU, KRISTINE	63
v369130	23.70	.00	ARELLANO, PEDRO	391
v369131	2,533.59	.00	CAPISTRANO, FRANCES	74
v369132	23.70	.00	DESAI, PRADIP	1121
v369133	23.70	.00	FIGUEROA, NAYELI	403
v369134	23.70	.00	GARCIA, ALEXANDRA	414
v369135	1,808.77	.00	IBARRA, KRISTI	88

SELECTION CRITERIA: checkhis.pay_run='MH2'
ALL CHECKS

V369136	23.70	.00	JAMES, SAGIL	392
V369137	5,411.26	.00	MIKHAEL, MINA	3359
V369138	23.70	.00	ROBERTSON II, DANA	397
V369139	23.70	.00	RODDEN, MARK	406
V369140	23.70	.00	SINGHAL, ANNIE	4893
V369141	1,805.32	.00	ALMANZA, MINERVA	79
V369142	3,751.13	.00	ALQAM, NADER	71
V369143	3,549.89	.00	ARABOLU, DEEPTHI	178
V369144	2,522.67	.00	ESPARZA-ALMARAZ, AARON	383
V369145	3,436.02	.00	KIM, KENNETH	2587
V369146	2,934.57	.00	LANNAN, GREGORY	2791
V369147	3,066.98	.00	LEE, HYANG SUN	430
V369148	4,056.79	.00	ORTIZ, CESAR	92
V369149	2,745.73	.00	PENA, MANUEL	2933
V369150	372.68	.00	SYFRITT, MATTHEW-WAYNE	428
V369151	2,813.38	.00	TRAN, JASON	96
V369152	3,144.99	.00	WRAY, NORMAN	5725
V369153	2,615.28	.00	ZARAGOZA, EDUARDO	5788
V369154	2,819.12	.00	AUBUCHON, LAURIE	250
V369155	2,073.61	.00	GENERA, ELIZABETH	1685
V369156	4,143.49	.00	HUNT, JOSEPH	2249
V369157	1,758.15	.00	LUX, ANDREA	2972
V369158	574.98	.00	ARREOLA, ERIK	223
V369159	2,939.77	.00	BACA, ANDREW	315
V369160	1,211.92	.00	BANUELOS, CHRISTOPHER	345
V369161	2,789.46	.00	BRITO, MICHAEL	642
V369162	3,089.39	.00	ESCATEL-OROSCO, PEDRO	1537
V369163	2,403.07	.00	GONZALEZ, ALEJANDRO	1783
V369164	1,498.87	.00	GUZMAN, KEVIN	132
V369165	3,867.05	.00	LIBUNAO, NINO	2912
V369166	1,258.30	.00	LISCANO, CHRISTOPHER	850
V369167	1,621.74	.00	MARASCO, MATTHEW	289
V369168	1,472.28	.00	MUNOZ, GENE	3600
V369169	1,506.71	.00	MUNOZ, JOHNNY	144
V369170	138.02	.00	ORTIZ, DANIEL	3862
V369171	1,491.49	.00	ORTIZ, RAYMOND	309
V369172	1,211.91	.00	PRECIADO, CAMDEN	134
V369173	1,211.95	.00	REYNOLDS, BILLY	417
V369174	1,211.91	.00	RIOS, DANNY	282
V369175	2,415.89	.00	RIVERA, JOE	4450
V369176	1,073.64	.00	RODRIGUEZ, NATHANIAL	288
V369177	1,479.16	.00	RODRIGUEZ, OSCAR	131
V369178	2,167.26	.00	SERNA, JUAN	4728
V369179	2,272.30	.00	TORREZ, JAVIER	69
V369180	1,999.59	.00	VAZQUEZ, JOE	5473
V369181	2,233.52	.00	CARRILLO, EDWARD	765
V369182	2,313.03	.00	ELLS, ZACHARY	1500
V369183	1,737.60	.00	ENNIS, JOSEPH	262
V369184	3,285.42	.00	FINCH, BARRETT	1574
V369185	3,024.70	.00	HAGAN, KEVIN	1947
V369186	3,588.73	.00	KVENBO, SCOTT	2750
V369187	2,007.47	.00	MARTINEZ, MARCO	215
V369188	4,085.44	.00	MCGEE, MICHAEL	9306
V369189	2,157.98	.00	MENDOZA, JOHN	3292
V369190	2,282.02	.00	MILLER, DAVID	3390
V369191	4,295.09	.00	MOJARRO, ANDREW	3082

SELECTION CRITERIA: checkhis.pay_run='MH2'
ALL CHECKS

v369192	3,217.97	.00	MOORE, FRANK	3486
v369193	3,032.39	.00	ROMERO, FIDEL	4530
v369194	2,116.16	.00	SANCHEZ, JUAN	4617
v369195	2,103.16	.00	SPEAR, ANTHONY	5011
v369196	2,805.91	.00	STEPHENSON, MARK	5122
v369197	1,979.31	.00	TAVARES, JAMEY	5231
v369198	2,631.30	.00	VENEGAS MENDEZ, JAVIER	5491
v369199	1,073.64	.00	ALVAREZ, CARLOS	136
v369200	2,266.65	.00	DAHL, TERRY	1084
v369201	2,372.19	.00	GARCIA ORTEGA, JOSE	1636
v369202	2,146.88	.00	GRIMES, DAVID	1881
v369203	2,168.06	.00	KOSS, MICHAEL	2718
v369204	3,061.59	.00	MARTINEZ, GABRIEL	3139
v369205	2,401.98	.00	MELLADO, KIM	3289
v369206	2,543.94	.00	MERROW, MATTHEW	3316
v369207	1,995.36	.00	OTTEN, DAVID	3869
v369208	1,805.83	.00	PEREZ, ADRIAN	257
v369209	4,764.51	.00	PORTER, JEFFREY	4174
v369210	2,642.91	.00	RODRIGUEZ, EDWARD	4479
v369211	1,073.64	.00	RUIZ, ALEJANDRO	416
v369212	1,030.66	.00	SOLOMAN, CARLOS	4891
v369213	1,726.24	.00	TORRES, SALVADOR	234
v369214	2,072.22	.00	WELLS, ANTHONY	5610
v369215	831.76	.00	AVERELL, ANDREW	349
v369216	2,437.62	.00	CAMPIZTA, ADAM	225
v369217	2,927.86	.00	MACIAS, RAYMOND	2998
v369218	1,975.69	.00	MILLER-SPARKS, WILLIAM	216
v369219	2,433.43	.00	WEAR, JOHN	5606
v369220	6,126.20	.00	BOX, JAMES	576
v369221	1,944.49	.00	CHAVEZ, ARIANA	788
v369222	1,717.66	.00	CONTRERAS, SAUL	95
v369223	3,335.83	.00	KURATA, DALE	2749
v369224	2,205.20	.00	REYNOLDS, BRANDON	4384
v369225	989.98	.00	SANCHEZ, CHRISTOPHER	236
v369226	2,281.58	.00	SANCHEZ-REYES, KEVIN	83
v369227	3,106.92	.00	SAUCEDA, MARK	4642
v369228	961.89	.00	ALVARADO, ADRIAN	89
v369229	219.82	.00	BAHENA, PEDRO	148
v369230	514.29	.00	BARENG, KATHERINE	33
v369231	439.64	.00	BELCHER-HALL, JACOB	333
v369232	927.63	.00	CARNES, ALISSA	34
v369233	373.27	.00	CARVENTE, GIANJAVIER	334
v369234	993.04	.00	CISNEROS, MICHELLE	812
v369235	427.20	.00	CLARK-PRUDHOMME, MATTHEW	307
v369236	609.29	.00	DOWDLE, JACKSON	1386
v369237	665.15	.00	FERNANDEZ, GISSEL	330
v369238	439.64	.00	GARCIA, MICHELE	171
v369239	199.07	.00	GONZALEZ, ISAAC	294
v369240	658.99	.00	GONZALEZ, LUIS	1780
v369241	476.96	.00	GRANADOS, REGINA	145
v369242	571.25	.00	GRANDE, DANIELLE	124
v369243	817.77	.00	GUERRA, ATHZIRI	141
v369244	315.21	.00	GUILLEN, JAYDEN	339
v369245	655.01	.00	GUTIERREZ, MICHELLE	1925
v369246	556.01	.00	HERNANDEZ, KATE	2091
v369247	1,186.34	.00	HOLLOWAY, ELIZABETH	2185

SELECTION CRITERIA: checkhis.pay_run='MH2'
ALL CHECKS

v369248	801.89	.00	JUBRAN, NOAH	127
v369249	373.27	.00	LEWIS, ALEC	266
v369250	598.39	.00	MAGANA, ADAM	173
v369251	1,783.65	.00	MARTINEZ, SERENA	3147
v369252	692.92	.00	MEZA, ADRIAN	122
v369253	1,047.14	.00	MOLAR, BARBARA	3449
v369254	989.98	.00	MORENO, ANDREW	161
v369255	485.26	.00	NGHIEM, NATALIE	249
v369256	315.21	.00	NGUYEN, KEVIN	299
v369257	897.54	.00	NUNEZ, HAZEL	3806
v369258	213.97	.00	OLVERA, DAVID	3841
v369259	931.69	.00	ONTIVEROS, IZABELLA	3864
v369260	265.44	.00	RAY, SABRINA	286
v369261	707.26	.00	RIVERA GOMEZ, YAMILEX	4432
v369262	232.26	.00	RODRIGUEZ, MIKAYLA	295
v369263	232.26	.00	RONQUILLO, JAZZIE	172
v369264	505.99	.00	ROQUE, KATRINA	38
v369265	964.09	.00	RUSSELL, JEFFREY	150
v369266	765.82	.00	SALDANA, JONATHAN	4625
v369267	157.61	.00	SOLIMAN, MARSEL	322
v369268	33.18	.00	SOLTERO, JESSE	177
v369269	364.98	.00	SORIA, NOAH	5004
v369270	416.49	.00	STRICKLER, LINDA	5135
v369271	141.01	.00	TAPIA, ANGELICA	306
v369272	1,086.10	.00	THOMSEN, MATTHEW	194
v369273	132.72	.00	TOVAR, SOFIA	301
v369274	2,522.31	.00	VAN SICKLE, MICHELLE	2076
v369275	700.14	.00	VAZQUEZ, OSCAR	152
v369276	636.08	.00	VELOZ, SABRINA	146
v369277	514.29	.00	WONGSUPHAKPHAN, BRIANNA	337
v369278	320.41	.00	RODRIGUEZ, PERLA	4488
v369279	479.20	.00	SINGH, YASHPREET	48
v369280	537.70	.00	SMITH, JOHN	210
v369281	334.12	.00	ZAPATA, ALEXANDRIA	303
v369282	841.30	.00	AGUILAR, KALVIN	23
v369283	522.59	.00	BARTOLO, BRYAN	338
v369284	1,071.11	.00	BUSTAMANTE VALLADARES, DIANA	285
v369285	662.82	.00	CABUSAO, NINA MARINELLA	729
v369286	604.78	.00	CARDENAS, DIEGO	275
v369287	956.13	.00	CASTILLO, DARLENE	119
v369288	850.79	.00	CERVANTES, BRIANA	757
v369289	456.22	.00	CLARK-PRUDHOMME, MACKENZIE	206
v369290	2,198.81	.00	DAVIS, TANIKKA	1082
v369291	1,133.34	.00	DETERDING, CARSON	1132
v369292	1,955.72	.00	GILLIAM, VERONICA	218
v369293	795.85	.00	GUERRA, ROCCO	44
v369294	1,015.81	.00	HONG, YI	2189
v369295	3,198.38	.00	HURTADO, MARIA	353
v369296	809.64	.00	LARIZ RUBALCAVA, CARLOS	429
v369297	918.59	.00	MINIKEY, MOLLY	425
v369298	518.44	.00	MORISON, MATTHEW	243
v369299	2,242.31	.00	NIELSEN, ROSEMARY	3760
v369300	1,764.86	.00	NORIEGA, MICHELLE	3782
v369301	589.87	.00	ONTIVEROS, STEVEN	342
v369302	719.66	.00	ORTIZ, YAHAIRA	241
v369303	244.71	.00	PULIDO, MARLENE	39

SELECTION CRITERIA: checkhis.pay_run='MH2'
ALL CHECKS

V369304	241.39	.00	RUIZ, ANA	4591
V369305	378.09	.00	RUVALCABA, ALEXANDRA	305
V369306	208.24	.00	SAMPAT, SHREEYA	4627
V369307	560.07	.00	SERRATOS, DARIAN	160
V369308	552.62	.00	SOSA, ELIANNA	341
V369309	1,451.60	.00	SOTO, JOSE	229
V369310	265.09	.00	SOTO DONACIANO, ANGEL	287
V369311	728.31	.00	TAILOR, DIYA	175
V369312	886.23	.00	VALDEZ, NATALIA	46
V369313	174.20	.00	VEGA-MATA, PEDRO	278
V369314	574.97	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL			
CHECK: 397	943,677.10	.00	
TOTAL			
CHECKS: 397	943,677.10	.00	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $24,496.35 COVERING RETIREE PAYROLL ENDING NOVEMBER 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 $24,496.35, set forth on the 2-page register attached to this resolution and made a part here of have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 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='MH3'
ALL CHECKS

PAYRUN: MH3
DATE: 11/24/2023

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
369315	.00	9.00		BEVINS, RONALD	9413
369316	.00	9.00		CHESSEN, DONNA	9428
369317	.00	159.00		DENNY, JOHNNIE	9440
369318	.00	159.00		FAIRMAN, ERIC	9451
369319	.00	159.00		GONZALES, ROBERT	9461
369320	.00	9.00		HAMBY, PAUL	9466
369321	.00	159.00		JACKSON, GARY	9482
369322	.00	159.00		KIMERY, ERIC	9012
369323	.00	21.00		LONG, LINDA	9664
369324	.00	9.00		MACIS, NORMA	9504
369325	.00	9.00		MAYS, MARY	9677
369326	.00	159.00		MCCAY, DONALD	9517
369327	.00	49.00		ROBLES, AMPARO	9550
369328	.00	159.00		SCHWENGEL, LLOYD	9558
369329	.00	9.00		SIGLER, CAROL	9620
369330	.00	159.00		STEWARD, GREGORY	9572
369331	.00	159.00		TAYLOR, ROBERT	9576
369332	.00	21.00		TRUJILLO, FRANK	9663
369333	.00	157.00		TUTHILL, LOREN	9581
369334	.00	9.00		WINNER, SAMUEL	9589
V369335	21.00	.00		AGUIRRE, RICHARD	9624
V369336	2,457.14	.00		BANKS, TAMRA	9687
V369337	21.00	.00		BECKER, LLOYD	9409
V369338	157.00	.00		BERRY, STEVE	9682
V369339	605.21	.00		BISBING, KRISTOPHER	9675
V369340	159.00	.00		BORREGARD, MICHAEL	9416
V369341	159.00	.00		BRANUM, TERRY	9418
V369342	1,658.42	.00		CARNEY, PATRICK	9014
V369343	49.00	.00		CIAMPA, LISA	9429
V369344	157.00	.00		CISNEROS, RUDY	9625
V369345	49.00	.00		CLARK, LAURENCE	9430
V369346	314.00	.00		CONN, SANDRA	9676
V369347	49.00	.00		COX, BARBARA	9435
V369348	9.00	.00		CRISP, BEVERLY	9612
V369349	159.00	.00		DASCENZI, PHILLIP	9438
V369350	49.00	.00		DESOUCY, DOLORES	9441
V369351	159.00	.00		DIXON, JAMES	9442
V369352	159.00	.00		DOCK, HENRY	9443
V369353	9.00	.00		EERNISSE, NOLA	9448
V369354	157.00	.00		FONCECA, ARTHUR	9456
V369355	1,422.22	.00		FORSYTH, RICHARD	9680
V369356	159.00	.00		FROST, FRANK	9458
V369357	312.00	.00		HAINLEY, LAWRENCE	9651
V369358	180.00	.00		HENEIN, NABIL	9662
V369359	159.00	.00		HESTER, KATHLEEN	9627
V369360	159.00	.00		HICKEN, GARY	9475
V369361	269.00	.00		HOLGUIN, ALEXANDER	9604
V369362	159.00	.00		HORNUNG, EDISON	9479
V369363	157.00	.00		JACKSON, TERESA	9628
V369364	159.00	.00		JONES, MICHAEL	9656

SELECTION CRITERIA: checkhis.pay_run='MH3'
ALL CHECKS

V369365	49.00	.00	JONES, SHIRLEY	9486
V369366	157.00	.00	JONES, WILLIAM	9485
V369367	49.00	.00	KELLY, ANDREA	9661
V369368	49.00	.00	KERBAUGH, MARILYN	9654
V369369	159.00	.00	KIRBY, GEORGE	9488
V369370	49.00	.00	KIRK, BRET	9490
V369371	850.90	.00	KOHANEK, WILLIAM	9669
V369372	9.00	.00	KYLE, LESLIE	9493
V369373	159.00	.00	LININGER, RODNEY	9497
V369374	21.00	.00	LITCHFIELD, WILLIAM	9630
V369375	157.00	.00	LOEHR, LOTHAR	9499
V369376	1,656.42	.00	LOVCHIK, MICHAEL	9684
V369377	49.00	.00	LOWRY, MARILYN	9501
V369378	159.00	.00	LUCENTI, THOMAS	9502
V369379	49.00	.00	MALOUFF, JOSEPHINE	9505
V369380	159.00	.00	MANNING, BRUCE	9506
V369381	49.00	.00	MARTIN, GLORIA	9508
V369382	49.00	.00	MARTINEZ, DAVID	9649
V369383	159.00	.00	MARTINEZ, MANUEL	9667
V369384	159.00	.00	MCNEILLY, MICHAEL	9522
V369385	21.00	.00	MEALER, JAMES	9523
V369386	159.00	.00	MONSON, THOMAS	9638
V369387	312.00	.00	MOTE, ROBERT	9600
V369388	49.00	.00	NUNEZ, RICHARD	9674
V369389	1,809.06	.00	PELTON, GREGORY	9699
V369390	159.00	.00	PENA, RICHARD	9598
V369391	159.00	.00	POTTER, BRUCE	9541
V369392	159.00	.00	POWELL, ROGER	9672
V369393	49.00	.00	REDDICK, SUZANNE	9655
V369394	157.00	.00	RILEY, MARGARET	9681
V369395	49.00	.00	ROGERS, REGINA	9631
V369396	49.00	.00	ROONEY, MARIAN	9622
V369397	159.00	.00	SANDERS, DARYL	9553
V369398	21.00	.00	SANDOVAL, SANTIAGO	9658
V369399	159.00	.00	SCHOALES, JAMES	9555
V369400	49.00	.00	SELLS, ROBIN	9659
V369401	269.00	.00	SHEA, KEVIN	9671
V369402	49.00	.00	SHEARN, WYNNETTE	9641
V369403	861.80	.00	SIANEZ, COREY	9690
V369404	159.00	.00	SWISHER, JOHN	9652
V369405	159.00	.00	SYLVESTER, DAVID	9574
V369406	21.00	.00	TEMPLETON, JOHN	9686
V369407	269.00	.00	VREDENBURGH, JOHN	9657
V369408	159.00	.00	WADELL, VERN	9584
V369409	687.04	.00	WARSINSKI, RICKY	9645
V369410	157.00	.00	WHITESIDE, JOHN	9668
V369411	49.00	.00	WHITLOCK, JOHN	9633
V369412	2,457.14	.00	WORRALL, GARY	9685
V369413	49.00	.00	WYMAN, GUADALUPE	9592

PAYRUN TOTAL			
CHECK: 99	22,754.35	1,742.00	
TOTAL			
CHECKS: 99	22,754.35	1,742.00	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $976,617.78 COVERING REGULAR PAYROLL ENDING NOVEMBER 24, 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 $976,617.78 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='MI1'
ALL CHECKS

PAYRUN: MI1
DATE: 12/01/2023

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V396414	1,014.16	.00		CABRERA, AMBER	248
V396415	4,026.83	.00		COPPING, SARA	951
V396416	1,081.74	.00		DIAZ, MICHELLE	419
V396417	2,756.00	.00		DIEZ, KARINA	169
V396418	2,015.21	.00		ENGLEBRECHT, BRIDGET	261
V396419	2,522.37	.00		FEWER, JESSICA	580
V396420	6,826.79	.00		FRANCE, AARON	1650
V396421	2,688.62	.00		MEDINA, YARETZA	8
V396422	668.18	.00		AHN, JOYCE	263
V396423	648.57	.00		BROWN, ARTHUR	655
V396424	724.57	.00		CASTANEDA, JOSE	277
V396425	595.17	.00		SONNE, SUSAN	5161
V396426	505.56	.00		TRAUT, CONNOR	5399
V396427	937.31	.00		AVITIA, LISA	114
V396428	2,667.84	.00		BADILLO, ANNA PATRICIA	168
V396429	1,622.41	.00		GUERRA, SARAH	1470
V396430	4,997.93	.00		JIMENEZ, ADRIA	2297
V396431	771.93	.00		KIRK, RALPH	384
V396432	1,834.08	.00		LOPEZ, ANGELICA	2928
V396433	4,298.33	.00		FENTON, EDWARD	1564
V396434	1,503.30	.00		GONZALEZ, JACQUELINE	157
V396435	1,714.48	.00		KERN, DONNA	2574
V396436	2,207.87	.00		PREVO, DOREKA	390
V396437	3,167.94	.00		VALDEZ, REBECCA	5490
V396438	1,529.91	.00		BUENROSTRO, PATRICIA	227
V396439	3,842.96	.00		GARCIA, ADRIAN	1700
V396440	1,094.77	.00		GLAVIN, BARBARA	1768
V396441	1,861.03	.00		HERNANDEZ, GLORIA	2092
V396442	6,186.20	.00		HYUN, SUNG	2248
V396443	2,009.03	.00		KIM, MIN	2584
V396444	1,977.81	.00		LOVEJOY, REBEKAH	76
V396445	2,339.86	.00		MENDOZA, MARIA	3293
V396446	743.54	.00		OZAKI, GRACE	3881
V396447	1,812.04	.00		PAK, TIMOTHY	3955
V396448	2,608.94	.00		PEREZ, JESSICA	4111
V396449	2,373.54	.00		TOMASSETTI, JEEVANI	5623
V396450	1,970.02	.00		TRAN, KRYSTLE	242
V396451	4,032.81	.00		AVERELL, MARK	272
V396452	2,288.29	.00		COLES-GUZMAN, MARY	950
V396453	1,924.27	.00		KENNEDY, SEAN	111
V396454	1,677.77	.00		BELTRAN, CINDY	467
V396455	894.44	.00		CARDENAS, MARGARET	336
V396456	2,916.37	.00		CULL, ROBERT	1012
V396457	2,562.05	.00		LESTER, ALEXANDER	2868
V396458	1,727.09	.00		MACIAS, JUDITH	2996
V396459	2,151.48	.00		MAYORQUIN, RAYMUNDO	221
V396460	2,573.11	.00		TART, ANDRE	5235
V396461	3,947.82	.00		CAMACHO, MARIO	731
V396462	1,124.57	.00		CASTANEDA, GUADALUPE	280
V396463	2,174.34	.00		CATALDO, JOHN	766

SELECTION CRITERIA: checkhis.pay_run='MI1'
ALL CHECKS

V396464	694.22	.00	COHEN-DORON, JILL	841
V396465	1,939.89	.00	DAVIS-VALENTINE, SUZANNE	1085
V396466	2,358.72	.00	DE LA PAZ, TIANNA	297
V396467	452.03	.00	DINH, MICHELLE	433
V396468	5,898.90	.00	FOULKES, MATTHEW	9
V396469	3,446.87	.00	LUNA, HARALD	264
V396470	2,454.39	.00	MCALEESE, IAN	159
V396471	4,229.82	.00	MESHRAM, SWATI	3321
V396472	3,051.15	.00	NAVARRO, SANDRA	93
V396473	220.79	.00	SANCHEZ, VIVIANA	4616
V396474	2,417.30	.00	SANTOS, RUTH	4640
V396475	2,406.85	.00	SCHAETZL, RANA	431
V396476	1,550.00	.00	TAE, RAY	5196
V396477	2,088.52	.00	ZAPIEN, ERNESTINE	5777
V396478	2,172.91	.00	ARDAIZ, LANA	190
V396479	3,126.66	.00	DHAUW, MELISSA	1170
V396480	2,761.47	.00	SUAREZ, SARABETH	5169
V396481	2,896.59	.00	YOON, JIWON	91
V396482	2,254.15	.00	COTA, LORRAINE	954
V396483	5,311.33	.00	GEYER, BRADLEY	1692
V396484	5,225.46	.00	HONG, ALEX	2130
V396485	2,279.86	.00	MARTINEZ, JESSICA	2936
V396486	5,551.31	.00	NGUYEN, NGHIA	3755
V396487	6,400.48	.00	NUNES, FRANK	3813
V396488	1,632.92	.00	CHARNES, LANCE	783
V396489	6,964.90	.00	DIERINGER, RYAN	1145
V396490	3,408.00	.00	JIMENEZ, ROBERT	352
V396491	2,954.86	.00	KIM, HYUN	328
V396492	2,591.28	.00	LAM, DAVID	2790
V396493	413.71	.00	LOVCHIK, MICHAEL	6
V396494	3,892.06	.00	MIKIEWICZ, SIMON	3360
V396495	1,909.27	.00	NOVOTNY, MARY	3705
V396496	2,177.11	.00	SEMAAN, NADIA	4740
V396497	4,534.94	.00	TOMSICK, MARTIN	5360
V396498	4,964.17	.00	WEAVER, CHAD	5577
V396499	2,830.78	.00	ALCALA, BRITTANY	58
V396500	3,158.69	.00	BARAJAS, MAYRA	357
V396501	265.53	.00	BARR, LISA	366
V396502	1,994.60	.00	BINYON, ERIC	506
V396503	5,073.60	.00	BRANDSTETTER, JAMES	629
V396504	4,200.94	.00	BUTH, CATHERINE	561
V396505	3,863.08	.00	CARPENTER, SCARLET	1663
V396506	833.09	.00	CONN, SANDRA	961
V396507	293.61	.00	DIERINGER, REGINA	1515
V396508	3,248.70	.00	ESCOBEDO, STACEY	1530
V396509	3,960.72	.00	ESQUETINI, MARIA	1536
V396510	748.34	.00	ESTRELLA, CARL JOSEPH	415
V396511	2,395.89	.00	HERNANDEZ, ISABELLA	112
V396512	2,954.90	.00	MAERKER, ELIZABETH	3017
V396513	4,097.68	.00	MCGRATH, CODY	3220
V396514	748.34	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V396515	748.83	.00	MEONO, ROBIN	351
V396516	1,955.78	.00	MORALES MALDONADO, IVETT	3490
V396517	2,677.11	.00	PALMA CARDENAS, DIANA	3970
V396518	699.55	.00	RAMIREZ, ARIANNA	86
V396519	852.81	.00	RODRIGUEZ VILLA, YARELI	205

SELECTION CRITERIA: checkhis.pay_run='MI1'
ALL CHECKS

V396520	2,303.80	.00	SAUCEDA, CATHLEEN	4645
V396521	4,371.42	.00	SHERIFF, SAMANTHA	2096
V396522	3,673.03	.00	TANIGUCHI, MELISSA	5230
V396523	714.96	.00	VELLANOWETH, KRISTINE	217
V396524	2,400.69	.00	FIORE, KATE	1560
V396525	3,434.66	.00	FOX, CHARITY	1641
V396526	754.33	.00	KUHN, MICHELLE	2730
V396527	670.17	.00	KUHN, TARI	2747
V396528	3,108.91	.00	LARA, KARON	103
V396529	2,787.54	.00	MEDINA, IVONNE	222
V396530	3,481.78	.00	MENDIVEL, CHRISTINA	3299
V396531	1,978.44	.00	NGO, CATHERINE	3752
V396532	2,280.16	.00	PENDLETON, SUN	4080
V396533	2,233.61	.00	TENG, LING-FEI	2871
V396534	2,424.65	.00	UMLAH, AMBER	5435
V396535	5,619.73	.00	BATES, PATRICK	378
V396536	4,401.37	.00	BELTRAN, CHRISTINA	13
V396537	5,589.55	.00	BERNAL, DAVID	480
V396538	4,155.56	.00	BOURNE, CLIFFORD	5612
V396539	5,923.52	.00	BOYD, ROBERT	584
V396540	3,994.12	.00	BOYER, CAMERON	585
V396541	5,002.74	.00	BOYINGTON, DEVIN	594
V396542	4,573.01	.00	BRAVO, ISABEL	420
V396543	4,268.06	.00	BURNETT, DEBORAH	110
V396544	4,479.00	.00	CAMPOS, LOLANI	728
V396545	5,147.10	.00	CARNEY, THOMAS	751
V396546	2,438.06	.00	CERDA, SERGIO	240
V396547	3,550.88	.00	CHAVEZ, ALEJANDRO	182
V396548	2,877.75	.00	CHAVEZ, ANTONY	246
V396549	5,072.15	.00	CHOI, JONATHON	827
V396550	4,884.33	.00	CHRISTIANSEN, ANDREW	97
V396551	2,265.60	.00	CURATOLA, ANTHONY	350
V396552	4,248.45	.00	DAVIS, JONATHAN	1083
V396553	3,660.80	.00	EK, CHRISTOPHER	1477
V396554	4,986.91	.00	ESCAMILLA, MARIO	1529
V396555	3,876.95	.00	ESCOBEDO, DOMINICK	1521
V396556	5,363.32	.00	FRANKLIN, KEVIN	1649
V396557	6,985.23	.00	GALOS, MICHAEL	1680
V396558	5,433.00	.00	GANO, KEVIN	1742
V396559	3,439.90	.00	GONZALEZ, LUIS	164
V396560	4,808.44	.00	GONZALEZ, OSCAR	1785
V396561	4,565.57	.00	HERST, RYAN	2102
V396562	2,140.53	.00	HOGAN, CHRISTIAN MICHAEL	138
V396563	5,627.15	.00	JIMENEZ, GUSTAVO	2285
V396564	5,957.64	.00	LEE, CONNOR	2861
V396565	6,515.26	.00	LEPE, SERGIO	2901
V396566	5,786.11	.00	LIRA, JOSEPH	133
V396567	4,229.79	.00	LOPEZ, GUILLERMO	2958
V396568	3,616.67	.00	LOVETERE, JOSEPH	2962
V396569	3,881.50	.00	MARTINEZ, JESUS	117
V396570	4,129.50	.00	MEDRANO, JULIAN	3223
V396571	4,937.37	.00	MOELLER, SARAH	3590
V396572	3,508.31	.00	MOON, DAVID	3479
V396573	4,671.55	.00	MUNOZ, OSCAR	3605
V396574	4,943.95	.00	MURILLO CASTRO, JULIAN	268
V396575	2,957.19	.00	NGUYEN, ANTHONY	258

SELECTION CRITERIA: checkhis.pay_run='MI1'
ALL CHECKS

V396576	8,531.33	.00	NYHUS, CHRISTOPHER	3808
V396577	6,096.52	.00	O'DETTE, DIRK	3823
V396578	4,650.17	.00	OH, WILLIAM	326
V396579	4,813.82	.00	PADILLA, VALERIE	108
V396580	8,741.67	.00	PINO, RICHARD	4171
V396581	5,774.27	.00	PROCEL, ANDY	4243
V396582	4,676.25	.00	RAMIREZ, ANGEL	4314
V396583	3,597.94	.00	RANGEL, PRISCILLA	4337
V396584	5,363.09	.00	REYES, HUGO	98
V396585	3,444.61	.00	RODRIGUEZ, CHRISTIAN	4476
V396586	4,021.15	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V396587	3,659.95	.00	RUBALCAVA, EFRAIN	4590
V396588	4,372.34	.00	TEWELL, MELISSA	5282
V396589	2,128.46	.00	TRAN, JENNIFER	9666
V396590	5,023.00	.00	TRAN, TUYET	5424
V396591	3,868.53	.00	TURNER, JERAMIAH	291
V396592	4,618.36	.00	VU, JEFFREY	5519
V396593	6,421.86	.00	WILLIAMS, JUDITH	5660
V396594	3,878.64	.00	YO, DANIEL	5752
V396595	7,042.94	.00	COLON, BOBBY	900
V396596	4,577.06	.00	JOHNSON, BRYAN	2300
V396597	2,448.50	.00	MAERTZ, DANA	3018
V396598	2,061.87	.00	RANGEL, JENNY	283
V396599	7,901.56	.00	RICE, JAMES	4408
V396600	4,343.71	.00	SALAZAR, RYAN	4626
V396601	7,675.74	.00	SHADDOW, JON-MICHAEL	4837
V396602	1,917.82	.00	SILVA, OSCAR	4886
V396603	2,257.08	.00	VAZQUEZ-CAMACHO, MARLENE	101
V396604	258.80	.00	BAIR, JOHN	284
V396605	207.04	.00	CASEY, DROUETT	771
V396606	5,289.34	.00	BAILEY, JOHN	355
V396607	4,079.56	.00	BOUDREAU, CORY	583
V396608	2,035.53	.00	BOUDREAU, LAURA	2192
V396609	2,164.53	.00	CHAN, KARA	795
V396610	5,522.92	.00	DAVENPORT, JOSEPH	1094
V396611	5,223.56	.00	GENTNER, GEORGE	1765
V396612	3,014.21	.00	KALAGIAN, BRYANT	2436
V396613	2,516.87	.00	LOMELI, LISBETH	4516
V396614	3,105.68	.00	LOPEZ, VANESSA	2929
V396615	4,482.20	.00	LOPEZ, WILLYVALDO	2941
V396616	4,188.23	.00	LOWE, AUSTIN	2956
V396617	4,048.33	.00	MORALES, FRANK	3489
V396618	1,761.67	.00	O'DETTE, NANCY	1920
V396619	4,123.10	.00	ORTEGA, MICHAEL	104
V396620	3,723.88	.00	PANTOJA, DAVID	3986
V396621	6,124.41	.00	PLUMLEE, ROGER	4180
V396622	4,361.39	.00	SOLIS, DANIEL	5000
V396623	2,146.20	.00	SULLIVAN, STACEY	5160
V396624	3,086.76	.00	TREADWAY, SARA	4210
V396625	3,589.18	.00	VU, KRISTINE	63
V396626	2,555.22	.00	CAPISTRANO, FRANCES	74
V396627	1,764.49	.00	IBARRA, KRISTI	88
V396628	5,374.00	.00	MIKHAEL, MINA	3359
V396629	1,796.33	.00	ALMANZA, MINERVA	79
V396630	3,620.12	.00	ALQAM, NADER	71
V396631	3,821.95	.00	ARABOLU, DEEPTHI	178

SELECTION CRITERIA: checkhis.pay_run='MI1'
ALL CHECKS

V396632	2,485.22	.00	ESPARZA-ALMARAZ, AARON	383
V396633	3,436.03	.00	KIM, KENNETH	2587
V396634	2,934.57	.00	LANNAN, GREGORY	2791
V396635	3,088.62	.00	LEE, HYANG SUN	430
V396636	9,247.38	.00	ORTIZ, CESAR	92
V396637	2,617.50	.00	PENA, MANUEL	2933
V396638	486.55	.00	SYFRITT, MATTHEW-WAYNE	428
V396639	2,813.38	.00	TRAN, JASON	96
V396640	4,829.01	.00	WRAY, NORMAN	5725
V396641	2,121.45	.00	ZARAGOZA, EDUARDO	5788
V396642	2,720.48	.00	AUBUCHON, LAURIE	250
V396643	2,429.89	.00	GENERA, ELIZABETH	1685
V396644	4,012.49	.00	HUNT, JOSEPH	2249
V396645	1,698.69	.00	LUX, ANDREA	2972
V396646	938.87	.00	ARREOLA, ERIK	223
V396647	2,100.96	.00	BACA, ANDREW	315
V396648	1,211.91	.00	BANUELOS, CHRISTOPHER	345
V396649	2,289.84	.00	BRITO, MICHAEL	642
V396650	2,156.39	.00	ESCATEL-OROSCO, PEDRO	1537
V396651	2,244.22	.00	GONZALEZ, ALEJANDRO	1783
V396652	1,232.53	.00	GUZMAN, KEVIN	132
V396653	3,867.05	.00	LIBUNAO, NINO	2912
V396654	1,258.30	.00	LISCANO, CHRISTOPHER	850
V396655	1,301.22	.00	MARASCO, MATTHEW	289
V396656	1,346.57	.00	MUNOZ, GENE	3600
V396657	1,431.46	.00	MUNOZ, JOHNNY	144
V396658	1,211.91	.00	ORTIZ, RAYMOND	309
V396659	1,211.92	.00	PRECIADO, CAMDEN	134
V396660	1,211.95	.00	REYNOLDS, BILLY	417
V396661	1,211.91	.00	RIOS, DANNY	282
V396662	2,610.66	.00	RIVERA, JOE	4450
V396663	1,211.92	.00	RODRIGUEZ, NATHANIAL	288
V396664	1,479.13	.00	RODRIGUEZ, OSCAR	131
V396665	1,714.61	.00	SERNA, JUAN	4728
V396666	2,664.11	.00	TORREZ, JAVIER	69
V396667	1,877.39	.00	VAZQUEZ, JOE	5473
V396668	2,586.47	.00	CARRILLO, EDWARD	765
V396669	2,313.03	.00	ELLS, ZACHARY	1500
V396670	1,860.93	.00	ENNIS, JOSEPH	262
V396671	3,117.20	.00	FINCH, BARRETT	1574
V396672	2,692.21	.00	HAGAN, KEVIN	1947
V396673	3,135.00	.00	KVENBO, SCOTT	2750
V396674	1,898.17	.00	MARTINEZ, MARCO	215
V396675	3,951.64	.00	MCGEE, MICHAEL	9306
V396676	2,157.98	.00	MENDOZA, JOHN	3292
V396677	2,382.63	.00	MILLER, DAVID	3390
V396678	2,917.45	.00	MOJARRO, ANDREW	3082
V396679	3,134.10	.00	MOORE, FRANK	3486
V396680	2,474.07	.00	ROMERO, FIDEL	4530
V396681	2,078.65	.00	SANCHEZ, JUAN	4617
V396682	2,005.60	.00	SPEAR, ANTHONY	5011
V396683	2,902.89	.00	STEPHENSON, MARK	5122
V396684	2,911.34	.00	TAVARES, JAMEY	5231
V396685	2,595.91	.00	VENEGAS MENDEZ, JAVIER	5491
V396686	932.94	.00	ALVAREZ, CARLOS	136
V396687	2,333.26	.00	DAHL, TERRY	1084

SELECTION CRITERIA: checkhis.pay_run='MI1'
ALL CHECKS

V396688	2,372.19	.00	GARCIA ORTEGA, JOSE	1636
V396689	1,818.39	.00	GRIMES, DAVID	1881
V396690	2,172.86	.00	KOSS, MICHAEL	2718
V396691	2,877.62	.00	MARTINEZ, GABRIEL	3139
V396692	2,352.27	.00	MELLADO, KIM	3289
V396693	2,543.94	.00	MERROW, MATTHEW	3316
V396694	1,881.84	.00	OTTEN, DAVID	3869
V396695	1,761.55	.00	PEREZ, ADRIAN	257
V396696	3,233.14	.00	PORTER, JEFFREY	4174
V396697	2,623.89	.00	RODRIGUEZ, EDWARD	4479
V396698	932.94	.00	RUIZ, ALEJANDRO	416
V396699	1,073.73	.00	SOLOMAN, CARLOS	4891
V396700	1,670.94	.00	TORRES, SALVADOR	234
V396701	2,077.63	.00	WELLS, ANTHONY	5610
V396702	738.90	.00	AVERELL, ANDREW	349
V396703	2,394.59	.00	CAMPIZTA, ADAM	225
V396704	2,817.32	.00	MACIAS, RAYMOND	2998
V396705	1,938.17	.00	MILLER-SPARKS, WILLIAM	216
V396706	2,274.58	.00	WEAR, JOHN	5606
V396707	6,126.20	.00	BOX, JAMES	576
V396708	23.70	.00	CABALO, ORLANDO	396
V396709	1,869.44	.00	CHAVEZ, ARIANA	788
V396710	1,700.74	.00	CONTRERAS, SAUL	95
V396711	23.70	.00	HOLGUIN, COURTNEY	394
V396712	23.70	.00	HOQUE, LAMIYA	412
V396713	4,662.37	.00	KURATA, DALE	2749
V396714	23.70	.00	MCCANN, CAROL	439
V396715	1,996.63	.00	REYNOLDS, BRANDON	4384
V396716	23.70	.00	ROSS, IRVING	435
V396717	23.70	.00	RYU, MIN	411
V396718	799.71	.00	SANCHEZ, CHRISTOPHER	236
V396719	2,212.61	.00	SANCHEZ-REYES, KEVIN	83
V396720	3,106.92	.00	SAUCEDA, MARK	4642
V396721	23.70	.00	STAINE, NADINE	401
V396722	23.70	.00	WALLACE, DEAN	402
V396723	23.70	.00	WEINSTOCK, MICHAEL	410
V396724	23.70	.00	YUN, HYEWON	432
V396725	851.59	.00	ALVARADO, ADRIAN	89
V396726	608.51	.00	BAHENA, PEDRO	148
V396727	537.70	.00	BARENG, KATHERINE	33
V396728	737.81	.00	BELCHER-HALL, JACOB	333
V396729	824.62	.00	CARNES, ALISSA	34
V396730	497.70	.00	CARVENTE, GIANJAVIER	334
V396731	831.23	.00	CISNEROS, MICHELLE	812
V396732	356.68	.00	CLARK-PRUDHOMME, MATTHEW	307
V396733	132.72	.00	DIEGO, NICOLE	331
V396734	504.63	.00	DOWDLE, JACKSON	1386
V396735	774.16	.00	FERNANDEZ, GISSEL	330
V396736	248.85	.00	GARCIA, MICHELE	171
V396737	634.60	.00	GONZALEZ, ISAAC	294
V396738	630.60	.00	GONZALEZ, LUIS	1780
V396739	608.51	.00	GRANADOS, REGINA	145
V396740	505.99	.00	GRANDE, DANIELLE	124
V396741	737.81	.00	GUERRA, ATHZIRI	141
V396742	464.51	.00	GUILLEN, JAYDEN	339
V396743	589.12	.00	GUTIERREZ, MICHELLE	1925

SELECTION CRITERIA: checkhis.pay_run='MI1'
ALL CHECKS

V396744	556.00	.00	HERNANDEZ, KATE	2091
V396745	1,052.22	.00	HOLLOWAY, ELIZABETH	2185
V396746	645.63	.00	JUBRAN, NOAH	127
V396747	244.71	.00	LEWIS, ALEC	266
V396748	693.63	.00	MAGANA, ADAM	173
V396749	1,853.50	.00	MARTINEZ, SERENA	3147
V396750	605.57	.00	MEZA, ADRIAN	122
V396751	1,047.15	.00	MOLAR, BARBARA	3449
V396752	1,163.87	.00	MORENO, ANDREW	161
V396753	443.79	.00	NGHIEM, NATALIE	249
V396754	721.94	.00	NGUYEN, KEVIN	299
V396755	836.15	.00	NUNEZ, HAZEL	3806
V396756	258.69	.00	OLVERA, DAVID	3841
V396757	627.36	.00	ONTIVEROS, IZABELLA	3864
V396758	497.70	.00	RAY, SABRINA	286
V396759	1,155.97	.00	RIVERA GOMEZ, YAMILEX	4432
V396760	530.26	.00	RODRIGUEZ, MIKAYLA	295
V396761	348.39	.00	RONQUILLO, JAZZIE	172
V396762	817.76	.00	ROQUE, KATRINA	38
V396763	692.24	.00	RUSSELL, JEFFREY	150
V396764	672.66	.00	SALDANA, JONATHAN	4625
V396765	132.72	.00	SOLIMAN, MARSEL	322
V396766	414.75	.00	SOLTERO, JESSE	177
V396767	560.07	.00	SORIA, NOAH	5004
V396768	605.81	.00	STRICKLER, LINDA	5135
V396769	481.11	.00	TAPIA, ANGELICA	306
V396770	951.96	.00	THOMSEN, MATTHEW	194
V396771	340.10	.00	TOVAR, SOFIA	301
V396772	2,522.31	.00	VAN SICKLE, MICHELLE	2076
V396773	589.87	.00	VAZQUEZ, OSCAR	152
V396774	593.61	.00	VELOZ, SABRINA	146
V396775	947.15	.00	WONGSUPHAKPHAN, BRIANNA	337
V396776	273.00	.00	RODRIGUEZ, PERLA	4488
V396777	140.68	.00	SINGH, YASHPREET	48
V396778	257.15	.00	SMITH, JOHN	210
V396779	338.52	.00	ZAPATA, ALEXANDRIA	303
V396780	710.35	.00	AGUILAR, KALVIN	23
V396781	472.82	.00	BARTOLO, BRYAN	338
V396782	730.53	.00	BUSTAMANTE VALLADARES, DIANA	285
V396783	712.90	.00	CABUSAO, NINA MARINELLA	729
V396784	634.60	.00	CARDENAS, DIEGO	275
V396785	899.69	.00	CASTILLO, DARLENE	119
V396786	955.05	.00	CERVANTES, BRIANA	757
V396787	323.50	.00	CLARK-PRUDHOMME, MACKENZIE	206
V396788	2,076.62	.00	DAVIS, TANIKKA	1082
V396789	750.68	.00	DETERDING, CARSON	1132
V396790	1,919.24	.00	GILLIAM, VERONICA	218
V396791	792.01	.00	GUERRA, ROCCO	44
V396792	703.25	.00	HONG, YI	2189
V396793	3,050.81	.00	HURTADO, MARIA	353
V396794	773.76	.00	JIMENEZ, GLADIS	434
V396795	1,179.86	.00	LARIZ RUBALCAVA, CARLOS	429
V396796	1,741.87	.00	MARQUEZ PINEDO, ANALISA	3118
V396797	1,128.25	.00	MINIKEY, MOLLY	425
V396798	623.42	.00	MORISON, MATTHEW	243
V396799	2,082.47	.00	NIELSEN, ROSEMARY	3760

SELECTION CRITERIA: checkhis.pay_run='MI1'
ALL CHECKS

V396800	1,712.84	.00	NORIEGA, MICHELLE	3782
V396801	331.79	.00	ONTIVEROS, STEVEN	342
V396802	665.15	.00	ORTIZ, YAHAIRA	241
V396803	99.54	.00	PULIDO, MARLENE	39
V396804	265.10	.00	RUIZ, ANA	4591
V396805	489.40	.00	SERRATOS, DARIAN	160
V396806	489.40	.00	SOSA, ELIANNA	341
V396807	1,305.21	.00	SOTO, JOSE	229
V396808	199.07	.00	SOTO DONACIANO, ANGEL	287
V396809	614.18	.00	TAILOR, DIYA	175
V396810	908.82	.00	VALDEZ, NATALIA	46
V396811	436.50	.00	VEGA-MATA, PEDRO	278
V396812	389.87	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL
CHECK: 399 976,617.78 .00

TOTAL
CHECKS: 399 976,617.78 .00

City of Buena Park

City Council Regular Meeting Agenda Report

TREASURER'S REPORT FOR THE MONTH OF OCTOBER 2023

Meeting	Agenda Group
Tuesday, December 12, 2023, 5:00 PM	CONSENT CALENDAR Item: 4B

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

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Receive and file the reports.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

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

BUDGET IMPACT

None.

Attachments

Treasurers Report Att1of4.pdf

Treasurers Report Att2of4.pdf

Treasurers Report Att3of4.pdf

Treasurers Report Att4of4.pdf

CITY OF BUENA PARK
Treasurer's Report of Monies on Deposit
Period Ending October 31, 2023

DESCRIPTION	City Book Balance	RDA Bond Proceeds Series B	Total
Union Bank - City Checking Account	4,253,139.27	-	4,253,139.27
Union Bank - Outstanding checks	(447,166.23)	-	(447,166.23)
Union Bank - Outstanding deposits	685,825.18	-	685,825.18
	4,491,798.22	-	4,491,798.22
Local Agency Investment Fund	20,060,634.83	-	20,060,634.83
Governmental Agency Securities	32,320,831.90	-	32,320,831.90
Commercial Paper	971,071.11	-	971,071.11
Money Market Mutual	2,051,296.84	1,252,977.95	3,304,274.79
Supranational	2,954,743.50	-	2,954,743.50
Corporate	20,669,371.85	-	20,669,371.85
U S Treasury	43,860,279.33	-	43,860,279.33
	122,888,229.36	1,252,977.95	124,141,207.31
Total	127,380,027.58	1,252,977.95	128,633,005.53

Fund Description	Cash Balance
11 - General Fund	46,420,634.27
12 - Economic Development Fund	6,584,964.28
17 - Opioid Settlement Fund	163,891.34
18 - Local Law Enforcement Fund	63,003.84
20 - Asset Forfeiture Fund	583,002.83
21 - Capital Project Fund	(553,447.59)
22 - Prop 172 PD Augment Fund	181,526.20
23 - State Law Enf Supp Fund	184,574.71
24 - State Gas Tax Fund	6,738,996.19
25 - Measure M2	2,584,566.00
28 - HOME Deferred Loan Fund	1,791,184.49
29 - Economic Development Fund (CDBG)	(183,290.61)
30 - State OCATT Fund	(2,980.00)
31 - Calhome Program	1,191,994.96
32 - Park In-Lieu Fund	2,521,191.91
33 - Traffic Congestion Relief Fund	41,034.11
40 - AB 2766 (AQMD) Fund	613,272.31
52 - Water Enterprise Fund	35,613,024.52
62 - Workers' Comp Self-Ins Fund	2,205,065.33
63 - Public Liab Self-Ins Fund	1,985,872.74
65 - Accrued Leave Fund	54,261.53
71 - Equip Maint & Replacement Fund	8,010,502.43
73 - Payroll Revolving Fund	-
74 - Management Info Systems Fund	1,645,881.12
77 - Gov't Buildings Maintenance Fund	805,088.70
96 - Tourism & Marketing Dist	558,039.45
97 - Successor Fund to RDA	5,827,763.86
98 - Housing Successor Fund	3,003,386.61
Total Cash	128,633,005.53

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

City of Buena Park Core

Account #405

Portfolio Summary

As of October 31, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.88
Average Coupon	2.31%
Average Purchase YTM	2.71%
Average Market YTM	5.28%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.02 yrs
Average Life	2.01 yrs

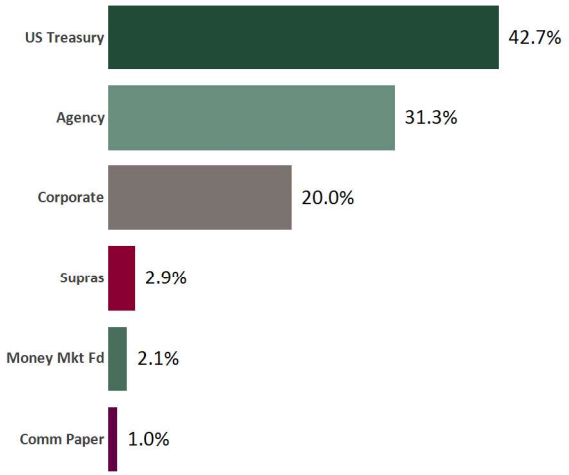
ACCOUNT SUMMARY

	Beg. Values as of 9/30/23	End Values as of 10/31/23
Market Value	98,962,479	99,117,499
Accrued Interest	507,914	541,168
Total Market Value	**99,470,393**	**99,658,667**
Income Earned	228,450	229,988
Cont/WD		-7,644
Par	103,976,126	104,131,297
Book Value	102,804,761	102,993,850
Cost Value	102,673,852	102,827,595

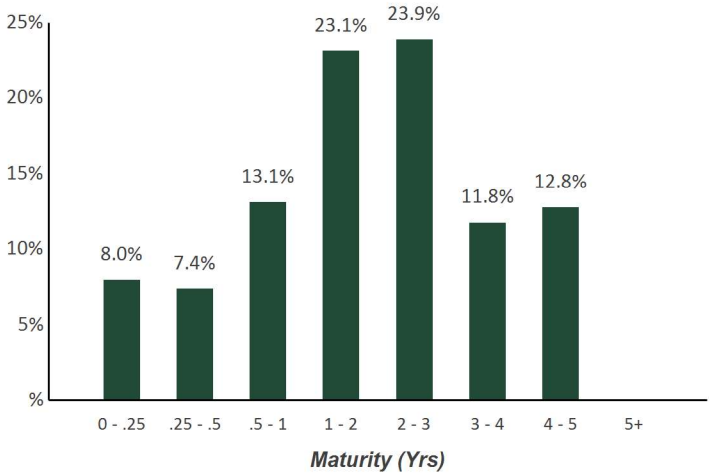
TOP ISSUERS

Government of United States	42.7%
Federal Home Loan Bank	13.1%
Federal National Mortgage Assoc	7.8%
Federal Farm Credit Bank	5.4%
Federal Home Loan Mortgage Corp	5.0%
Federated GOVT Obligation MMF	2.1%
Inter-American Dev Bank	1.5%
Intl Bank Recon and Development	1.4%
Total	**79.0%**

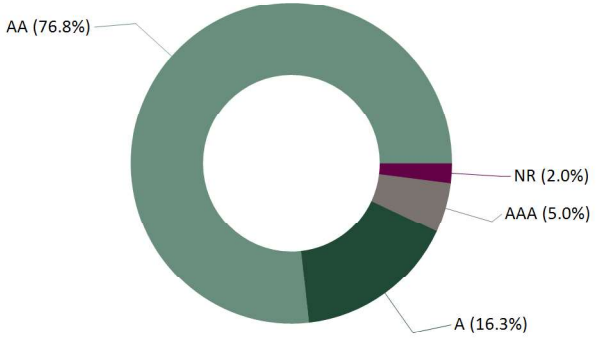
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

					Annualized				
TOTAL RATE OF RETURN	**1M**	**3M**	**YTD**	**1YR**	**2YRS**	**3YRS**	**5YRS**	**10YRS**	**12/31/2005**
City of Buena Park Core	0.20%	0.36%	2.09%	3.30%	-0.99%	-0.80%	1.24%	1.05%	2.11%
ICE BofA 0-5 Yr US Treasury Index	0.19%	0.35%	1.92%	2.98%	-1.14%	-0.94%	1.14%	0.91%	1.93%

Statement of Compliance

As of October 31, 2023

City of Buena Park

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

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

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

**Source: City of Buena Park.*

Reconciliation Summary

As of October 31, 2023

BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		**$102,804,760.88**
Acquisition		
+ Security Purchases	$0.00	
+ Money Market Fund Purchases	$1,862,815.30	
+ Money Market Contributions	$0.00	
+ Security Contributions	$0.00	
+ Security Transfers	$0.00	
Total Acquisitions		**$1,862,815.30**
Dispositions		
- Security Sales	$0.00	
- Money Market Fund Sales	$0.00	
- MMF Withdrawals	$7,644.18	
- Security Withdrawals	$0.00	
- Security Transfers	$0.00	
- Other Dispositions	$0.00	
- Maturities	$1,700,000.00	
- Calls	$0.00	
- Principal Paydowns	$0.00	
Total Dispositions		**$1,707,644.18**
Amortization/Accretion		
+/- Net Accretion	$33,918.01	
		$33,918.01
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	$0.00	
		$0.00
ENDING BOOK VALUE		**$102,993,850.01**

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		**$196,125.72**
Acquisition		
Contributions	$0.00	
Security Sale Proceeds	$0.00	
Accrued Interest Received	$0.00	
Interest Received	$161,498.75	
Dividend Received	$1,316.55	
Principal on Maturities	$1,700,000.00	
Interest on Maturities	$0.00	
Calls/Redemption (Principal)	$0.00	
Interest from Calls/Redemption	$0.00	
Principal Paydown	$0.00	
Total Acquisitions	**$1,862,815.30**	
Dispositions		
Withdrawals	$7,644.18	
Security Purchase	$0.00	
Accrued Interest Paid	$0.00	
Total Dispositions	**$7,644.18**	
ENDING BOOK VALUE		**$2,051,296.84**

Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EAEZ8	FHLMC Note 0.25% Due 11/6/2023	1,100,000.00	12/10/2020 0.25%	1,100,011.00 1,100,000.05	99.93 5.35%	1,099,220.10 1,336.81	1.10% (779.95)	Aaa / AA+ AA+	0.02 0.01
3130A0F70	FHLB Note 3.375% Due 12/8/2023	1,600,000.00	12/14/2018 2.91%	1,634,352.00 1,600,699.52	99.77 5.51%	1,596,395.20 21,450.00	1.62% (4,304.32)	Aaa / AA+ NR	0.10 0.10
3135G0V34	FNMA Note 2.5% Due 2/5/2024	925,000.00	03/06/2019 2.58%	921,808.75 924,829.33	99.25 5.37%	918,078.23 5,524.31	0.93% (6,751.10)	Aaa / AA+ AA+	0.27 0.26
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	1,600,000.00	04/16/2019 2.47%	1,593,136.00 1,599,508.34	98.88 5.58%	1,582,156.80 5,594.44	1.59% (17,351.54)	Aaa / AA+ NR	0.35 0.35
3133EKNX0	FFCB Note 2.16% Due 6/3/2024	1,500,000.00	07/08/2019 1.94%	1,515,675.00 1,501,881.70	98.09 5.49%	1,471,410.00 13,320.00	1.49% (30,471.70)	Aaa / AA+ AA+	0.59 0.57
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	1,500,000.00	06/12/2019 2.00%	1,562,100.00 1,507,681.77	98.39 5.55%	1,475,865.00 16,411.46	1.50% (31,816.77)	Aaa / AA+ NR	0.62 0.60
3135G0V75	FNMA Note 1.75% Due 7/2/2024	1,300,000.00	07/23/2019 1.89%	1,291,602.00 1,298,864.76	97.56 5.51%	1,268,304.70 7,520.14	1.28% (30,560.06)	Aaa / AA+ AA+	0.67 0.65
3130A2UW4	FHLB Note 2.875% Due 9/13/2024	1,400,000.00	09/13/2019 1.78%	1,472,646.00 1,412,625.43	97.82 5.48%	1,369,456.20 5,366.67	1.38% (43,169.23)	Aaa / AA+ NR	0.87 0.84
3133XVDG3	FHLB Note 4.375% Due 9/13/2024	1,500,000.00	10/04/2022 4.25%	1,503,525.00 1,501,576.06	99.09 5.46%	1,486,369.50 8,750.00	1.50% (15,206.56)	Aaa / AA+ NR	0.87 0.83
3135G0W66	FNMA Note 1.625% Due 10/15/2024	1,200,000.00	03/31/2020 0.53%	1,259,004.00 1,212,420.02	96.43 5.51%	1,157,194.80 866.67	1.16% (55,225.22)	Aaa / AA+ AA+	0.96 0.93
3137EAEP0	FHLMC Note 1.5% Due 2/12/2025	1,350,000.00	03/04/2020 0.87%	1,391,053.50 1,360,667.09	95.31 5.34%	1,286,689.05 4,443.75	1.30% (73,978.04)	Aaa / AA+ AA+	1.29 1.24
3130AUZC1	FHLB Note 4.625% Due 3/14/2025	1,000,000.00	03/16/2023 4.36%	1,004,960.00 1,003,399.78	99.03 5.36%	990,298.00 6,038.19	1.00% (13,101.78)	Aaa / AA+ NR	1.37 1.30
3135G03U5	FNMA Note 0.625% Due 4/22/2025	1,300,000.00	08/11/2020 0.43%	1,311,492.00 1,303,607.17	93.51 5.26%	1,215,617.00 203.13	1.22% (87,990.17)	Aaa / AA+ AA+	1.48 1.43
3135G04Z3	FNMA Note 0.5% Due 6/17/2025	1,400,000.00	06/18/2020 0.52%	1,398,866.00 1,399,630.70	92.75 5.20%	1,298,488.80 2,605.56	1.31% (101,141.90)	Aaa / AA+ AA+	1.63 1.58
3137EAEU9	FHLMC Note 0.375% Due 7/21/2025	1,300,000.00	08/11/2020 0.43%	1,296,334.00 1,298,723.81	92.28 5.11%	1,199,633.50 1,354.17	1.21% (99,090.31)	Aaa / AA+ AA+	1.72 1.67
3135G05X7	FNMA Note 0.375% Due 8/25/2025	1,000,000.00	02/16/2021 0.52%	993,538.00 997,401.88	91.75 5.19%	917,468.00 687.50	0.92% (79,933.88)	Aaa / AA+ AA+	1.82 1.76

Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EAEX3	FHLMC Note 0.375% Due 9/23/2025	1,500,000.00	10/19/2020 0.47%	1,492,845.00 1,497,247.77	91.47 5.16%	1,372,108.50 593.75	1.38% (125,139.27)	Aaa / AA+ AA+	1.90 1.84
3135G06G3	FNMA Note 0.5% Due 11/7/2025	1,100,000.00	11/18/2020 0.52%	1,099,021.00 1,099,602.25	91.22 5.14%	1,003,415.60 2,658.33	1.01% (96,186.65)	Aaa / AA+ AA+	2.02 1.95
3130ATUC9	FHLB Note 4.5% Due 12/12/2025	895,000.00	05/31/2023 4.31%	899,072.25 898,398.68	98.63 5.19%	882,719.71 15,550.63	0.90% (15,678.97)	Aaa / AA+ NR	2.12 1.95
3133EPLC7	FFCB Note 4.125% Due 2/26/2026	2,000,000.00	06/07/2023 4.37%	1,987,746.00 1,989,545.88	97.98 5.06%	1,959,618.00 14,895.83	1.98% (29,927.88)	Aaa / NR AA+	2.33 2.16
3130AUU36	FHLB Note 4.125% Due 3/13/2026	1,000,000.00	03/16/2023 4.23%	997,070.00 997,684.44	98.01 5.02%	980,109.00 5,500.00	0.99% (17,575.44)	Aaa / AA+ NR	2.37 2.21
3133EPHH1	FFCB Note 4% Due 4/28/2026	2,000,000.00	05/09/2023 3.90%	2,005,460.00 2,004,578.54	97.51 5.08%	1,950,224.00 666.67	1.96% (54,354.54)	Aaa / AA+ AA+	2.49 2.34
3130AWLZ1	FHLB Note 4.75% Due 6/12/2026	1,000,000.00	08/24/2023 4.82%	998,180.00 998,296.09	99.23 5.07%	992,296.00 14,645.83	1.01% (6,000.09)	Aaa / AA+ NR	2.62 2.39
3130AWTR1	FHLB Note 4.375% Due 9/8/2028	1,600,000.00	09/11/2023 4.50%	1,591,334.40 1,591,572.07	97.60 4.94%	1,561,537.60 16,916.67	1.58% (30,034.47)	Aaa / AA+ NR	4.86 4.27
Total Agency		**32,070,000.00**	**2.33%**	**32,320,831.90** **32,100,443.13**	**5.29%**	**31,034,673.29** **172,900.51**	**31.31%** **(1,065,769.84)**	**Aaa / AA+** **AA+**	**1.49** **1.40**
COMMERCIAL PAPER									
62479LAR6	MUFG Bank Ltd Discount CP 5.66% Due 1/25/2024	1,000,000.00	07/24/2023 5.91%	971,071.11 971,071.11	97.11 5.91%	971,071.11 15,565.00	0.99% 0.00	P-1 / A-1 NR	0.24 0.23
Total Commercial Paper		**1,000,000.00**	**5.91%**	**971,071.11** **971,071.11**	**5.91%**	**971,071.11** **15,565.00**	**0.99%** **0.00**	**P-1 / A-1** **NR**	**0.24** **0.23**
CORPORATE									
24422EVN6	John Deere Capital Corp Note 0.45% Due 1/17/2024	685,000.00	03/01/2021 0.47%	684,513.65 684,964.30	98.91 5.68%	677,522.54 890.50	0.68% (7,441.76)	A2 / A A+	0.21 0.21
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,000,000.00	05/26/2021 0.46%	1,007,730.00 1,000,845.95	97.99 6.14%	979,937.00 895.83	0.98% (20,908.95)	A2 / A- A	0.38 0.37
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	495,000.00	05/10/2021 0.50%	494,277.30 494,872.74	97.36 5.58%	481,907.25 1,045.69	0.48% (12,965.49)	A1 / AA AA-	0.53 0.52

Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
14913R2L0	Caterpillar Financial Service Note 0.45% Due 5/17/2024	750,000.00	05/10/2021 0.50%	748,995.00 749,818.44	97.20 5.74%	729,032.25 1,537.50	0.73% (20,786.19)	A2 / A A+	0.55 0.53
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	145,000.00	06/29/2021 0.64%	144,926.05 144,982.71	96.51 5.74%	139,940.66 266.84	0.14% (5,042.05)	A2 / A+ NR	0.71 0.68
69371RQ66	Paccar Financial Corp Note 1.8% Due 2/6/2025	750,000.00	06/09/2022 3.35%	720,862.50 736,077.75	95.51 5.52%	716,343.00 3,187.50	0.72% (19,734.75)	A1 / A+ NR	1.27 1.22
87612EBL9	Target Corp Callable Note Cont 4/15/25 2.25% Due 4/15/2025	700,000.00	03/14/2022 2.55%	693,847.00 697,098.36	95.48 5.53%	668,327.80 700.00	0.67% (28,770.56)	A2 / A A	1.46 1.40
06367WB85	Bank of Montreal Note 1.85% Due 5/1/2025	750,000.00	08/12/2021 0.96%	774,285.00 759,810.85	93.98 6.11%	704,857.50 6,937.50	0.71% (54,953.35)	A2 / A- AA-	1.50 1.43
91159HHZ6	US Bancorp Callable Note Cont 4/11/2025 1.45% Due 5/12/2025	1,000,000.00	12/29/2021 1.33%	1,003,770.00 1,001,659.81	93.22 6.16%	932,179.00 6,806.94	0.94% (69,480.81)	A3 / A A	1.53 1.46
78015K7H1	Royal Bank of Canada Note 1.15% Due 6/10/2025	750,000.00	05/20/2021 0.95%	756,082.50 752,415.72	92.89 5.85%	696,641.25 3,378.13	0.70% (55,774.47)	A1 / A AA-	1.61 1.55
89114QCK2	Toronto Dominion Bank Note 0.75% Due 9/11/2025	1,000,000.00	05/26/2021 0.91%	993,120.00 997,014.42	91.09 5.88%	910,850.00 1,041.67	0.92% (86,164.42)	A1 / A AA-	1.87 1.80
89236TKK0	Toyota Motor Credit Corp Note 5.4% Due 11/10/2025	1,000,000.00	11/08/2022 5.36%	1,000,960.00 1,000,648.18	99.85 5.48%	998,505.00 25,650.00	1.03% (2,143.18)	A1 / A+ A+	2.03 1.85
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	750,000.00	05/05/2021 1.14%	777,262.50 760,143.31	93.98 6.41%	704,868.75 390.56	0.71% (55,274.56)	A1 / A- AA-	2.48 1.42
00440EAV9	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 5/3/2026	1,000,000.00	03/16/2023 4.64%	962,870.00 970,230.86	94.70 5.64%	947,036.00 16,563.89	0.97% (23,194.86)	A3 / A A	2.51 2.31
06428CAA2	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	1,000,000.00	08/24/2023 5.47%	1,001,440.00 1,001,353.81	99.23 5.83%	992,270.00 11,205.50	1.01% (9,083.81)	Aa1 / A+ AA	2.80 2.53
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	500,000.00	03/14/2022 2.73%	489,930.00 493,213.10	91.19 5.18%	455,940.50 1,469.44	0.46% (37,272.60)	Aa2 / AA A+	3.37 3.17
09247XAN1	Blackrock Inc Note 3.2% Due 3/15/2027	750,000.00	06/03/2022 3.36%	744,562.50 746,160.66	93.08 5.48%	698,063.25 3,066.67	0.70% (48,097.41)	Aa3 / AA- NR	3.37 3.12

Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	500,000.00	06/09/2022 3.59%	493,600.00 495,434.79	93.68 5.33%	468,408.00 825.00	0.47% (27,026.79)	A1 / AA AA-	3.45 3.19
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	750,000.00	06/29/2022 3.91%	752,805.00 752,020.11	93.99 5.91%	704,955.00 14,250.00	0.72% (47,065.11)	A2 / A+ A+	3.53 3.16
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	750,000.00	09/08/2022 3.92%	751,140.00 750,875.99	95.72 5.19%	717,922.50 4,279.17	0.72% (32,953.49)	Aa2 / AA AA	3.86 3.50
91324PDE9	United Health Group Inc Note 2.95% Due 10/15/2027	750,000.00	12/28/2022 4.66%	695,400.00 704,947.20	91.00 5.51%	682,509.00 983.33	0.69% (22,438.20)	A2 / A+ A	3.96 3.65
037833DK3	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	1,000,000.00	01/27/2023 4.12%	951,990.00 959,519.90	91.94 5.24%	919,410.00 14,000.00	0.94% (40,109.90)	Aaa / AA+ NR	4.04 3.67
69371RS31	Paccar Financial Corp Note 4.6% Due 1/10/2028	500,000.00	01/27/2023 4.30%	506,670.00 505,657.49	96.78 5.47%	483,891.00 7,091.67	0.49% (21,766.49)	A1 / A+ NR	4.20 3.70
713448FL7	Pepsico Inc. Callable Note Cont 1/18/2028 3.6% Due 2/18/2028	1,000,000.00	03/16/2023 4.29%	969,840.00 973,635.19	93.64 5.27%	936,376.00 7,300.00	0.95% (37,259.19)	A1 / A+ NR	4.30 3.88
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	1,000,000.00	03/16/2023 4.53%	1,015,050.00 1,013,146.64	98.38 5.30%	983,756.00 7,041.67	0.99% (29,390.64)	Aa3 / A+ NR	4.36 3.84
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	1,000,000.00	05/09/2023 4.07%	999,240.00 999,309.89	95.19 5.25%	951,879.00 18,450.00	0.97% (47,430.89)	A1 / A+ NR	4.55 4.00
24422EXB0	John Deere Capital Corp Note 4.95% Due 7/14/2028	535,000.00	07/11/2023 4.98%	534,202.85 534,250.84	97.54 5.55%	521,853.45 7,871.19	0.53% (12,397.39)	A2 / A A+	4.71 4.07
Total Corporate		**20,810,000.00**	**3.00%**	**20,669,371.85 20,680,109.01**	**5.64%**	**19,805,181.70 167,126.19**	**20.04% (874,927.31)**	**A1 / A+ A+**	**2.61 2.35**

Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
60934N104	Federated Investors Government Obligations Fund	2,051,296.84	Various 5.22%	2,051,296.84 2,051,296.84	1.00 5.22%	2,051,296.84 0.00	2.06% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		**2,051,296.84**	**5.22%**	**2,051,296.84** **2,051,296.84**	**5.22%**	**2,051,296.84** **0.00**	**2.06%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**
SUPRANATIONAL									
4581X0DP0	Inter-American Dev Bank Note 0.25% Due 11/15/2023	1,500,000.00	05/26/2021 0.23%	1,500,628.50 1,500,009.77	99.80 5.42%	1,496,988.00 1,729.17	1.50% (3,021.77)	Aaa / AAA NR	0.04 0.04
459058KT9	Intl. Bank Recon & Development Note 3.5% Due 7/12/2028	1,500,000.00	07/24/2023 4.19%	1,454,115.00 1,456,595.27	93.87 4.98%	1,408,021.50 15,895.83	1.43% (48,573.77)	Aaa / AAA NR	4.70 4.21
Total Supranational		**3,000,000.00**	**2.18%**	**2,954,743.50** **2,956,605.04**	**5.20%**	**2,905,009.50** **17,625.00**	**2.93%** **(51,595.54)**	**Aaa / AAA** **NR**	**2.31** **2.07**
US TREASURY									
912828V80	US Treasury Note 2.25% Due 1/31/2024	1,300,000.00	04/29/2019 2.33%	1,295,531.25 1,299,765.89	99.21 5.40%	1,289,792.40 7,391.98	1.30% (9,973.49)	Aaa / AA+ AA+	0.25 0.25
91282CEA5	US Treasury Note 1.5% Due 2/29/2024	1,100,000.00	06/29/2023 5.48%	1,071,640.63 1,086,052.77	98.71 5.43%	1,085,819.90 2,810.44	1.09% (232.87)	Aaa / AA+ AA+	0.33 0.33
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	1,500,000.00	06/29/2021 0.42%	1,498,125.00 1,499,694.85	97.73 5.46%	1,466,016.00 261.27	1.47% (33,678.85)	Aaa / AA+ AA+	0.46 0.45
91282CEX5	US Treasury Note 3% Due 6/30/2024	2,000,000.00	05/31/2023 5.17%	1,954,921.88 1,972,382.52	98.36 5.54%	1,967,188.00 20,217.39	1.99% (5,194.52)	Aaa / AA+ AA+	0.67 0.64
912828YE4	US Treasury Note 1.25% Due 8/31/2024	1,500,000.00	05/26/2021 0.37%	1,542,773.44 1,510,908.66	96.58 5.50%	1,448,730.00 3,193.68	1.46% (62,178.66)	Aaa / AA+ AA+	0.84 0.81
912828YM6	US Treasury Note 1.5% Due 10/31/2024	1,500,000.00	10/04/2022 4.14%	1,422,187.50 1,462,481.42	96.19 5.47%	1,442,812.50 61.81	1.45% (19,668.92)	Aaa / AA+ AA+	1.00 0.97
912828YV6	US Treasury Note 1.5% Due 11/30/2024	1,500,000.00	08/26/2021 0.51%	1,547,988.28 1,515,915.51	95.90 5.45%	1,438,476.00 9,467.21	1.45% (77,439.51)	Aaa / AA+ AA+	1.08 1.04

Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CDN8	US Treasury Note 1% Due 12/15/2024	1,500,000.00	12/15/2021 0.97%	1,501,113.28 1,500,416.84	95.26 5.41%	1,428,867.00 5,696.72	1.44% (71,549.84)	Aaa / AA+ AA+	1.13 1.09
912828Z52	US Treasury Note 1.375% Due 1/31/2025	1,300,000.00	08/12/2021 0.55%	1,336,714.84 1,313,242.84	95.26 5.34%	1,238,402.10 4,517.32	1.25% (74,840.74)	Aaa / AA+ AA+	1.25 1.21
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	1,250,000.00	03/29/2021 0.61%	1,244,531.25 1,248,068.53	93.55 5.29%	1,169,385.00 546.45	1.17% (78,683.53)	Aaa / AA+ AA+	1.42 1.38
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	1,500,000.00	05/26/2021 0.57%	1,481,250.00 1,492,615.19	92.54 5.22%	1,388,145.00 1,577.87	1.39% (104,470.19)	Aaa / AA+ AA+	1.58 1.54
91282CFE6	US Treasury Note 3.125% Due 8/15/2025	2,000,000.00	05/31/2023 4.36%	1,948,281.25 1,958,098.83	96.58 5.14%	1,931,640.00 13,247.28	1.95% (26,458.83)	Aaa / AA+ AA+	1.79 1.70
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	1,000,000.00	02/16/2021 0.50%	988,398.44 995,064.60	90.93 5.07%	909,336.00 6.87	0.91% (85,728.60)	Aaa / AA+ AA+	2.00 1.95
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	1,250,000.00	01/11/2021 0.49%	1,243,017.58 1,246,955.30	90.61 5.00%	1,132,666.25 1,579.48	1.14% (114,289.05)	Aaa / AA+ AA+	2.17 2.10
91282CBH3	US Treasury Note 0.375% Due 1/31/2026	1,250,000.00	03/29/2021 0.85%	1,221,923.83 1,236,939.10	90.24 5.02%	1,127,978.75 1,184.61	1.13% (108,960.35)	Aaa / AA+ AA+	2.25 2.19
91282CGL9	US Treasury Note 4% Due 2/15/2026	1,500,000.00	05/31/2023 4.17%	1,493,437.50 1,494,451.70	97.83 5.01%	1,467,421.50 12,717.39	1.49% (27,030.20)	Aaa / AA+ AA+	2.30 2.14
91282CBT7	US Treasury Note 0.75% Due 3/31/2026	1,500,000.00	09/28/2021 0.93%	1,487,871.09 1,493,496.31	90.58 4.94%	1,358,671.50 983.61	1.36% (134,824.81)	Aaa / AA+ AA+	2.42 2.34
9128286S4	US Treasury Note 2.375% Due 4/30/2026	1,300,000.00	08/29/2022 3.36%	1,255,972.66 1,270,023.24	93.98 4.96%	1,221,797.20 84.82	1.23% (48,226.04)	Aaa / AA+ AA+	2.50 2.38
91282CCF6	US Treasury Note 0.75% Due 5/31/2026	1,500,000.00	06/03/2022 2.96%	1,376,484.38 1,420,033.19	89.92 4.96%	1,348,770.00 4,733.61	1.36% (71,263.19)	Aaa / AA+ AA+	2.58 2.49
91282CCP4	US Treasury Note 0.625% Due 7/31/2026	1,500,000.00	06/03/2022 2.95%	1,364,414.06 1,410,295.05	89.11 4.91%	1,336,582.50 2,369.23	1.34% (73,712.55)	Aaa / AA+ AA+	2.75 2.66
9128282A7	US Treasury Note 1.5% Due 8/15/2026	1,600,000.00	10/04/2022 4.02%	1,457,250.00 1,496,936.52	91.16 4.93%	1,458,500.80 5,086.96	1.47% (38,435.72)	Aaa / AA+ AA+	2.79 2.67
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	1,000,000.00	05/26/2022 2.74%	924,257.81 949,090.53	89.28 4.86%	892,813.00 765.03	0.90% (56,277.53)	Aaa / AA+ AA+	2.92 2.81
91282CDK4	US Treasury Note 1.25% Due 11/30/2026	1,000,000.00	05/26/2022 2.74%	937,500.00 957,230.84	89.69 4.90%	896,875.00 5,259.56	0.91% (60,355.84)	Aaa / AA+ AA+	3.08 2.94

Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CDQ1	US Treasury Note 1.25% Due 12/31/2026	1,500,000.00	06/03/2022 2.96%	1,391,015.63 1,424,514.12	89.52 4.86%	1,342,734.00 6,317.93	1.35% (81,780.12)	Aaa / AA+ AA+	3.17 3.02
912828Z78	US Treasury Note 1.5% Due 1/31/2027	1,500,000.00	06/09/2022 3.09%	1,397,578.13 1,428,316.77	89.93 4.89%	1,348,945.50 5,686.14	1.36% (79,371.27)	Aaa / AA+ AA+	3.25 3.09
912828V98	US Treasury Note 2.25% Due 2/15/2027	1,700,000.00	10/04/2022 3.95%	1,585,050.78 1,613,319.35	92.08 4.88%	1,565,394.00 8,107.34	1.58% (47,925.35)	Aaa / AA+ AA+	3.30 3.09
91282CEN7	US Treasury Note 2.75% Due 4/30/2027	1,500,000.00	06/09/2022 3.07%	1,478,085.94 1,484,334.82	93.19 4.89%	1,397,812.50 113.32	1.40% (86,522.32)	Aaa / AA+ AA+	3.50 3.27
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	1,500,000.00	09/27/2022 4.20%	1,428,808.59 1,444,606.91	93.91 4.89%	1,408,594.50 7,984.20	1.42% (36,012.41)	Aaa / AA+ AA+	3.84 3.53
9128283F5	US Treasury Note 2.25% Due 11/15/2027	1,150,000.00	12/28/2022 4.02%	1,060,560.55 1,075,969.03	90.46 4.88%	1,040,255.50 11,953.13	1.06% (35,713.53)	Aaa / AA+ AA+	4.04 3.74
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	2,000,000.00	02/23/2023 4.15%	1,942,421.88 1,950,299.64	94.82 4.86%	1,896,328.00 17,690.22	1.92% (53,971.64)	Aaa / AA+ AA+	4.25 3.85
91282CGT2	US Treasury Note 3.625% Due 3/31/2028	2,000,000.00	05/31/2023 3.84%	1,981,171.88 1,982,804.01	95.18 4.85%	1,903,516.00 6,338.80	1.92% (79,288.01)	Aaa / AA+ AA+	4.42 4.00
Total US Treasury		**45,200,000.00**	**2.69%**	**43,860,279.33** **44,234,324.88**	**5.11%**	**42,350,266.40** **167,951.67**	**42.66%** **(1,884,058.48)**	**Aaa / AA+** **AA+**	**2.25** **2.12**
TOTAL PORTFOLIO		**104,131,296.84**	**2.71%**	**102,827,594.53** **102,993,850.01**	**5.28%**	**99,117,498.84** **541,168.37**	**100.00%** **(3,876,351.17)**	**Aa1 / AA** **AA+**	**2.02** **1.88**
TOTAL MARKET VALUE PLUS ACCRUED						**99,658,667.21**			

Transaction Ledger

As of October 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/02/2023	60934N104	1,316.55	Federated Investors Government Obligations Fund	1.000	5.18%	1,316.55	0.00	1,316.55	0.00
Purchase	10/10/2023	60934N104	13,593.75	Federated Investors Government Obligations Fund	1.000	5.18%	13,593.75	0.00	13,593.75	0.00
Purchase	10/10/2023	60934N104	750,000.00	Federated Investors Government Obligations Fund	1.000	5.18%	750,000.00	0.00	750,000.00	0.00
Purchase	10/13/2023	60934N104	8,250.00	Federated Investors Government Obligations Fund	1.000	5.18%	8,250.00	0.00	8,250.00	0.00
Purchase	10/15/2023	60934N104	31,500.00	Federated Investors Government Obligations Fund	1.000	5.18%	31,500.00	0.00	31,500.00	0.00
Purchase	10/22/2023	60934N104	11,873.75	Federated Investors Government Obligations Fund	1.000	5.18%	11,873.75	0.00	11,873.75	0.00
Purchase	10/28/2023	60934N104	40,000.00	Federated Investors Government Obligations Fund	1.000	5.18%	40,000.00	0.00	40,000.00	0.00
Purchase	10/31/2023	60934N104	56,281.25	Federated Investors Government Obligations Fund	1.000	5.22%	56,281.25	0.00	56,281.25	0.00
Purchase	10/31/2023	60934N104	950,000.00	Federated Investors Government Obligations Fund	1.000	5.22%	950,000.00	0.00	950,000.00	0.00
Subtotal			**1,862,815.30**				**1,862,815.30**	**0.00**	**1,862,815.30**	**0.00**
TOTAL ACQUISITIONS			**1,862,815.30**				**1,862,815.30**	**0.00**	**1,862,815.30**	**0.00**
DISPOSITIONS										
Maturity	10/10/2023	02665WCQ2	750,000.00	American Honda Finance Note 3.625% Due 10/10/2023	100.000		750,000.00	0.00	750,000.00	0.00
Maturity	10/31/2023	912828T91	950,000.00	US Treasury Note 1.625% Due 10/31/2023	100.000		950,000.00	0.00	950,000.00	0.00
Subtotal			**1,700,000.00**				**1,700,000.00**	**0.00**	**1,700,000.00**	**0.00**

Transaction Ledger

As of October 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Security Withdrawal	10/05/2023	60934N104	7,644.18	Federated Investors Government Obligations Fund	1.000		7,644.18	0.00	7,644.18	0.00
Subtotal			**7,644.18**				**7,644.18**	**0.00**	**7,644.18**	**0.00**
TOTAL DISPOSITIONS			**1,707,644.18**				**1,707,644.18**	**0.00**	**1,707,644.18**	**0.00**
OTHER TRANSACTIONS										
Interest	10/10/2023	02665WCQ2	750,000.00	American Honda Finance Note 3.625% Due 10/10/2023	0.000		13,593.75	0.00	13,593.75	0.00
Interest	10/13/2023	023135CF1	500,000.00	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	0.000		8,250.00	0.00	8,250.00	0.00
Interest	10/15/2023	3135G0W66	1,200,000.00	FNMA Note 1.625% Due 10/15/2024	0.000		9,750.00	0.00	9,750.00	0.00
Interest	10/15/2023	87612EBL9	700,000.00	Target Corp Callable Note Cont 4/15/25 2.25% Due 4/15/2025	0.000		7,875.00	0.00	7,875.00	0.00
Interest	10/15/2023	91282CBV2	1,500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.000		2,812.50	0.00	2,812.50	0.00
Interest	10/15/2023	91324PDE9	750,000.00	United Health Group Inc Note 2.95% Due 10/15/2027	0.000		11,062.50	0.00	11,062.50	0.00
Interest	10/22/2023	3135G03U5	1,300,000.00	FNMA Note 0.625% Due 4/22/2025	0.000		4,062.50	0.00	4,062.50	0.00
Interest	10/22/2023	46647PBK1	750,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.000		7,811.25	0.00	7,811.25	0.00
Interest	10/28/2023	3133EPHH1	2,000,000.00	FFCB Note 4% Due 4/28/2026	0.000		40,000.00	0.00	40,000.00	0.00
Interest	10/31/2023	9128286S4	1,300,000.00	US Treasury Note 2.375% Due 4/30/2026	0.000		15,437.50	0.00	15,437.50	0.00

Transaction Ledger

As of October 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	10/31/2023	912828T91	950,000.00	US Treasury Note 1.625% Due 10/31/2023	0.000		7,718.75	0.00	7,718.75	0.00
Interest	10/31/2023	912828YM6	1,500,000.00	US Treasury Note 1.5% Due 10/31/2024	0.000		11,250.00	0.00	11,250.00	0.00
Interest	10/31/2023	91282CAT8	1,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.000		1,250.00	0.00	1,250.00	0.00
Interest	10/31/2023	91282CEN7	1,500,000.00	US Treasury Note 2.75% Due 4/30/2027	0.000		20,625.00	0.00	20,625.00	0.00
Subtotal			**15,700,000.00**				**161,498.75**	**0.00**	**161,498.75**	**0.00**
Dividend	10/02/2023	60934N104	0.00	Federated Investors Government Obligations Fund	0.000		1,316.55	0.00	1,316.55	0.00
Subtotal			**0.00**				**1,316.55**	**0.00**	**1,316.55**	**0.00**
TOTAL OTHER TRANSACTIONS			**15,700,000.00**				**162,815.30**	**0.00**	**162,815.30**	**0.00**

Income Earned

As of October 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
00440EAV9	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 05/03/2026	03/16/2023 03/20/2023 1,000,000.00	969,221.18 0.00 0.00 970,230.86	13,772.22 0.00 16,563.89 2,791.67	1,009.68 0.00 1,009.68 3,801.35	3,801.35
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 495,000.00	494,852.29 0.00 0.00 494,872.74	860.06 0.00 1,045.69 185.63	20.45 0.00 20.45 206.08	206.08
023135CF1	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 04/13/2027	06/09/2022 06/13/2022 500,000.00	495,322.38 0.00 0.00 495,434.79	7,700.00 8,250.00 825.00 1,375.00	112.41 0.00 112.41 1,487.41	1,487.41
02665WCQ2	American Honda Finance Note Due 10/10/2023	03/06/2019 03/08/2019 0.00	750,097.49 0.00 750,000.00 0.00	12,914.06 13,593.75 0.00 679.69	0.00 97.49 (97.49) 582.20	582.20
037833DK3	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	01/27/2023 01/31/2023 1,000,000.00	958,667.98 0.00 0.00 959,519.90	11,500.00 0.00 14,000.00 2,500.00	851.92 0.00 851.92 3,351.92	3,351.92
06367WB85	Bank of Montreal Note 1.85% Due 05/01/2025	08/12/2021 08/16/2021 750,000.00	760,366.86 0.00 0.00 759,810.85	5,781.25 0.00 6,937.50 1,156.25	0.00 556.01 (556.01) 600.24	600.24
06428CAA2	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 08/18/2026	08/24/2023 08/28/2023 1,000,000.00	1,001,394.92 0.00 0.00 1,001,353.81	6,600.50 0.00 11,205.50 4,605.00	0.00 41.11 (41.11) 4,563.89	4,563.89
084664CZ2	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 03/15/2027	03/14/2022 03/16/2022 500,000.00	493,042.04 0.00 0.00 493,213.10	511.11 0.00 1,469.44 958.33	171.06 0.00 171.06 1,129.39	1,129.39
09247XAN1	Blackrock Inc Note 3.2% Due 03/15/2027	06/03/2022 06/07/2022 750,000.00	746,063.90 0.00 0.00 746,160.66	1,066.67 0.00 3,066.67 2,000.00	96.76 0.00 96.76 2,096.76	2,096.76

Income Earned

As of October 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	05/10/2021 05/17/2021 750,000.00	749,790.01 0.00 0.00 749,818.44	1,256.25 0.00 1,537.50 281.25	28.43 0.00 28.43 309.68	309.68
24422EVN6	John Deere Capital Corp Note 0.45% Due 01/17/2024	03/01/2021 03/04/2021 685,000.00	684,949.93 0.00 0.00 684,964.30	633.63 0.00 890.50 256.87	14.37 0.00 14.37 271.24	271.24
24422EXB0	John Deere Capital Corp Note 4.95% Due 07/14/2028	07/11/2023 07/14/2023 535,000.00	534,237.32 0.00 0.00 534,250.84	5,664.31 0.00 7,871.19 2,206.88	13.52 0.00 13.52 2,220.40	2,220.40
3130A0F70	FHLB Note 3.375% Due 12/08/2023	12/14/2018 12/17/2018 1,600,000.00	1,601,285.60 0.00 0.00 1,600,699.52	16,950.00 0.00 21,450.00 4,500.00	0.00 586.08 (586.08) 3,913.92	3,913.92
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	06/12/2019 06/14/2019 1,500,000.00	1,508,735.47 0.00 0.00 1,507,681.77	12,817.71 0.00 16,411.46 3,593.75	0.00 1,053.70 (1,053.70) 2,540.05	2,540.05
3130A2UW4	FHLB Note 2.875% Due 09/13/2024	09/13/2019 09/16/2019 1,400,000.00	1,413,860.09 0.00 0.00 1,412,625.43	2,012.50 0.00 5,366.67 3,354.17	0.00 1,234.66 (1,234.66) 2,119.51	2,119.51
3130AB3H7	FHLB Note 2.375% Due 03/08/2024	04/16/2019 04/17/2019 1,600,000.00	1,599,389.27 0.00 0.00 1,599,508.34	2,427.78 0.00 5,594.44 3,166.66	119.07 0.00 119.07 3,285.73	3,285.73
3130ATUC9	FHLB Note 4.5% Due 12/12/2025	05/31/2023 06/01/2023 895,000.00	898,535.15 0.00 0.00 898,398.68	12,194.38 0.00 15,550.63 3,356.25	0.00 136.47 (136.47) 3,219.78	3,219.78
3130AUU36	FHLB Note 4.125% Due 03/13/2026	03/16/2023 03/17/2023 1,000,000.00	997,601.26 0.00 0.00 997,684.44	2,062.50 0.00 5,500.00 3,437.50	83.18 0.00 83.18 3,520.68	3,520.68

Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130AUZC1	FHLB Note 4.625% Due 03/14/2025	03/16/2023 03/17/2023 1,000,000.00	1,003,610.99 0.00 0.00 1,003,399.78	2,184.03 0.00 6,038.19 3,854.16	0.00 211.21 (211.21) 3,642.95	3,642.95
3130AWLZ1	FHLB Note 4.75% Due 06/12/2026	08/24/2023 08/28/2023 1,000,000.00	998,240.73 0.00 0.00 998,296.09	10,687.50 0.00 14,645.83 3,958.33	55.36 0.00 55.36 4,013.69	4,013.69
3130AWTR1	FHLB Note 4.375% Due 09/08/2028	09/11/2023 09/12/2023 1,600,000.00	1,591,424.72 0.00 0.00 1,591,572.07	11,083.33 0.00 16,916.67 5,833.34	147.35 0.00 147.35 5,980.69	5,980.69
3133EKNX0	FFCB Note 2.16% Due 06/03/2024	07/08/2019 07/09/2019 1,500,000.00	1,502,153.02 0.00 0.00 1,501,881.70	10,620.00 0.00 13,320.00 2,700.00	0.00 271.32 (271.32) 2,428.68	2,428.68
3133EPHH1	FFCB Note 4% Due 04/28/2026	05/09/2023 05/10/2023 2,000,000.00	2,004,734.69 0.00 0.00 2,004,578.54	34,000.00 40,000.00 666.67 6,666.67	0.00 156.15 (156.15) 6,510.52	6,510.52
3133EPLC7	FFCB Note 4.125% Due 02/26/2026	06/07/2023 06/08/2023 2,000,000.00	1,989,163.72 0.00 0.00 1,989,545.88	8,020.83 0.00 14,895.83 6,875.00	382.16 0.00 382.16 7,257.16	7,257.16
3133XVDG3	FHLB Note 4.375% Due 09/13/2024	10/04/2022 10/05/2022 1,500,000.00	1,501,730.18 0.00 0.00 1,501,576.06	3,281.25 0.00 8,750.00 5,468.75	0.00 154.12 (154.12) 5,314.63	5,314.63
3135G03U5	FNMA Note 0.625% Due 04/22/2025	08/11/2020 08/12/2020 1,300,000.00	1,303,815.02 0.00 0.00 1,303,607.17	3,588.54 4,062.50 203.13 677.09	0.00 207.85 (207.85) 469.24	469.24
3135G04Z3	FNMA Note 0.5% Due 06/17/2025	06/18/2020 06/19/2020 1,400,000.00	1,399,611.43 0.00 0.00 1,399,630.70	2,022.22 0.00 2,605.56 583.34	19.27 0.00 19.27 602.61	602.61

Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G05X7	FNMA Note 0.375% Due 08/25/2025	02/16/2021 02/18/2021 1,000,000.00	997,280.40 0.00 0.00 997,401.88	375.00 0.00 687.50 312.50	121.48 0.00 121.48 433.98	433.98
3135G06G3	FNMA Note 0.5% Due 11/07/2025	11/18/2020 11/19/2020 1,100,000.00	1,099,585.52 0.00 0.00 1,099,602.25	2,200.00 0.00 2,658.33 458.33	16.73 0.00 16.73 475.06	475.06
3135G0V34	FNMA Note 2.5% Due 02/05/2024	03/06/2019 03/08/2019 925,000.00	924,774.21 0.00 0.00 924,829.33	3,597.22 0.00 5,524.31 1,927.09	55.12 0.00 55.12 1,982.21	1,982.21
3135G0V75	FNMA Note 1.75% Due 07/02/2024	07/23/2019 07/24/2019 1,300,000.00	1,298,720.53 0.00 0.00 1,298,864.76	5,624.31 0.00 7,520.14 1,895.83	144.23 0.00 144.23 2,040.06	2,040.06
3135G0W66	FNMA Note 1.625% Due 10/15/2024	03/31/2020 04/01/2020 1,200,000.00	1,213,523.23 0.00 0.00 1,212,420.02	8,991.67 9,750.00 866.67 1,625.00	0.00 1,103.21 (1,103.21) 521.79	521.79
3137EAEP0	FHLMC Note 1.5% Due 02/12/2025	03/04/2020 03/05/2020 1,350,000.00	1,361,372.16 0.00 0.00 1,360,667.09	2,756.25 0.00 4,443.75 1,687.50	0.00 705.07 (705.07) 982.43	982.43
3137EAEU9	FHLMC Note 0.375% Due 07/21/2025	08/11/2020 08/12/2020 1,300,000.00	1,298,660.81 0.00 0.00 1,298,723.81	947.92 0.00 1,354.17 406.25	63.00 0.00 63.00 469.25	469.25
3137EAEX3	FHLMC Note 0.375% Due 09/23/2025	10/19/2020 10/20/2020 1,500,000.00	1,497,124.48 0.00 0.00 1,497,247.77	125.00 0.00 593.75 468.75	123.29 0.00 123.29 592.04	592.04
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	12/10/2020 12/14/2020 1,100,000.00	1,100,000.37 0.00 0.00 1,100,000.05	1,107.64 0.00 1,336.81 229.17	0.00 0.32 (0.32) 228.85	228.85

Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
4581X0DP0	Inter-American Dev Bank Note 0.25% Due 11/15/2023	05/26/2021 05/28/2021 1,500,000.00	1,500,031.39 0.00 0.00 1,500,009.77	1,416.67 0.00 1,729.17 312.50	0.00 21.62 (21.62) 290.88	290.88
459058KT9	Intl. Bank Recon & Development Note 3.5% Due 07/12/2028	07/24/2023 07/26/2023 1,500,000.00	1,455,810.69 0.00 0.00 1,456,595.27	11,520.83 0.00 15,895.83 4,375.00	784.58 0.00 784.58 5,159.58	5,159.58
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/05/2021 05/07/2021 750,000.00	760,727.77 0.00 0.00 760,143.31	6,899.94 7,811.25 390.56 1,301.87	0.00 584.46 (584.46) 717.41	717.41
57636QAW4	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 03/09/2028	03/16/2023 03/20/2023 1,000,000.00	1,013,407.72 0.00 0.00 1,013,146.64	2,979.17 0.00 7,041.67 4,062.50	0.00 261.08 (261.08) 3,801.42	3,801.42
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 05/17/2028	05/09/2023 05/17/2023 1,000,000.00	999,296.99 0.00 0.00 999,309.89	15,075.00 0.00 18,450.00 3,375.00	12.90 0.00 12.90 3,387.90	3,387.90
665859AW4	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 05/10/2027	06/29/2022 07/01/2022 750,000.00	752,069.97 0.00 0.00 752,020.11	11,750.00 0.00 14,250.00 2,500.00	0.00 49.86 (49.86) 2,450.14	2,450.14
69371RQ66	Paccar Financial Corp Note 1.8% Due 02/06/2025	06/09/2022 06/13/2022 750,000.00	735,145.59 0.00 0.00 736,077.75	2,062.50 0.00 3,187.50 1,125.00	932.16 0.00 932.16 2,057.16	2,057.16
69371RS31	Paccar Financial Corp Note 4.6% Due 01/10/2028	01/27/2023 01/31/2023 500,000.00	505,772.04 0.00 0.00 505,657.49	5,175.00 0.00 7,091.67 1,916.67	0.00 114.55 (114.55) 1,802.12	1,802.12
713448FL7	Pepsico Inc. Callable Note Cont 1/18/2028 3.6% Due 02/18/2028	03/16/2023 03/20/2023 1,000,000.00	973,114.61 0.00 0.00 973,635.19	4,300.00 0.00 7,300.00 3,000.00	520.58 0.00 520.58 3,520.58	3,520.58

Income Earned

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78015K7H1	Royal Bank of Canada Note 1.15% Due 06/10/2025	05/20/2021 05/24/2021 750,000.00	752,543.29 0.00 0.00 752,415.72	2,659.38 0.00 3,378.13 718.75	0.00 127.57 (127.57) 591.18	591.18
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 145,000.00	144,980.62 0.00 0.00 144,982.71	191.32 0.00 266.84 75.52	2.09 0.00 2.09 77.61	77.61
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	05/26/2021 05/28/2021 1,000,000.00	1,001,086.55 0.00 0.00 1,000,845.95	270.83 0.00 895.83 625.00	0.00 240.60 (240.60) 384.40	384.40
87612EBL9	Target Corp Callable Note Cont 4/15/25 2.25% Due 04/15/2025	03/14/2022 03/16/2022 700,000.00	696,928.96 0.00 0.00 697,098.36	7,262.50 7,875.00 700.00 1,312.50	169.40 0.00 169.40 1,481.90	1,481.90
89114QCK2	Toronto Dominion Bank Note 0.75% Due 09/11/2025	05/26/2021 05/28/2021 1,000,000.00	996,878.32 0.00 0.00 997,014.42	416.67 0.00 1,041.67 625.00	136.10 0.00 136.10 761.10	761.10
89236TKK0	Toyota Motor Credit Corp Note 5.4% Due 11/10/2025	11/08/2022 11/10/2022 1,000,000.00	1,000,675.33 0.00 0.00 1,000,648.18	21,150.00 0.00 25,650.00 4,500.00	0.00 27.15 (27.15) 4,472.85	4,472.85
91159HHZ6	US Bancorp Callable Note Cont 4/11/2025 1.45% Due 05/12/2025	12/29/2021 12/31/2021 1,000,000.00	1,001,757.44 0.00 0.00 1,001,659.81	5,598.61 0.00 6,806.94 1,208.33	0.00 97.63 (97.63) 1,110.70	1,110.70
9128282A7	US Treasury Note 1.5% Due 08/15/2026	10/04/2022 10/05/2022 1,600,000.00	1,493,798.05 0.00 0.00 1,496,936.52	3,065.22 0.00 5,086.96 2,021.74	3,138.47 0.00 3,138.47 5,160.21	5,160.21
9128283F5	US Treasury Note 2.25% Due 11/15/2027	12/28/2022 12/29/2022 1,150,000.00	1,074,413.12 0.00 0.00 1,075,969.03	9,773.44 0.00 11,953.13 2,179.69	1,555.91 0.00 1,555.91 3,735.60	3,735.60

Income Earned

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9128286S4	US Treasury Note 2.375% Due 04/30/2026	08/29/2022 08/31/2022 1,300,000.00	1,269,003.17 0.00 0.00 1,270,023.24	12,920.52 15,437.50 84.82 2,601.80	1,020.07 0.00 1,020.07 3,621.87	3,621.87
912828T91	US Treasury Note Due 10/31/2023	06/29/2022 06/30/2022 0.00	948,971.13 0.00 950,000.00 0.00	6,460.26 7,718.75 0.00 1,258.49	1,028.87 0.00 1,028.87 2,287.36	2,287.36
912828V80	US Treasury Note 2.25% Due 01/31/2024	04/29/2019 04/30/2019 1,300,000.00	1,299,686.13 0.00 0.00 1,299,765.89	4,927.99 0.00 7,391.98 2,463.99	79.76 0.00 79.76 2,543.75	2,543.75
912828V98	US Treasury Note 2.25% Due 02/15/2027	10/04/2022 10/05/2022 1,700,000.00	1,611,083.82 0.00 0.00 1,613,319.35	4,885.19 0.00 8,107.34 3,222.15	2,235.53 0.00 2,235.53 5,457.68	5,457.68
912828YE4	US Treasury Note 1.25% Due 08/31/2024	05/26/2021 05/27/2021 1,500,000.00	1,512,021.06 0.00 0.00 1,510,908.66	1,596.84 0.00 3,193.68 1,596.84	0.00 1,112.40 (1,112.40) 484.44	484.44
912828YM6	US Treasury Note 1.5% Due 10/31/2024	10/04/2022 10/05/2022 1,500,000.00	1,459,294.91 0.00 0.00 1,462,481.42	9,415.76 11,250.00 61.81 1,896.05	3,186.51 0.00 3,186.51 5,082.56	5,082.56
912828YV6	US Treasury Note 1.5% Due 11/30/2024	08/26/2021 08/27/2021 1,500,000.00	1,517,164.57 0.00 0.00 1,515,915.51	7,561.48 0.00 9,467.21 1,905.73	0.00 1,249.06 (1,249.06) 656.67	656.67
912828Z52	US Treasury Note 1.375% Due 01/31/2025	08/12/2021 08/13/2021 1,300,000.00	1,314,141.15 0.00 0.00 1,313,242.84	3,011.55 0.00 4,517.32 1,505.77	0.00 898.31 (898.31) 607.46	607.46
912828Z78	US Treasury Note 1.5% Due 01/31/2027	06/09/2022 06/10/2022 1,500,000.00	1,426,444.67 0.00 0.00 1,428,316.77	3,790.76 0.00 5,686.14 1,895.38	1,872.10 0.00 1,872.10 3,767.48	3,767.48

Income Earned

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912828ZF0	US Treasury Note 0.5% Due 03/31/2025	03/29/2021 03/31/2021 1,250,000.00	1,247,952.49 0.00 0.00 1,248,068.53	17.08 0.00 546.45 529.37	116.04 0.00 116.04 645.41	645.41
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	05/26/2021 05/27/2021 1,500,000.00	1,492,218.43 0.00 0.00 1,492,615.19	1,260.25 0.00 1,577.87 317.62	396.76 0.00 396.76 714.38	714.38
91282CAT8	US Treasury Note 0.25% Due 10/31/2025	02/16/2021 02/18/2021 1,000,000.00	994,855.02 0.00 0.00 995,064.60	1,046.20 1,250.00 6.87 210.67	209.58 0.00 209.58 420.25	420.25
91282CBC4	US Treasury Note 0.375% Due 12/31/2025	01/11/2021 01/12/2021 1,250,000.00	1,246,835.97 0.00 0.00 1,246,955.30	1,184.61 0.00 1,579.48 394.87	119.33 0.00 119.33 514.20	514.20
91282CBH3	US Treasury Note 0.375% Due 01/31/2026	03/29/2021 03/31/2021 1,250,000.00	1,236,446.53 0.00 0.00 1,236,939.10	789.74 0.00 1,184.61 394.87	492.57 0.00 492.57 887.44	887.44
91282CBT7	US Treasury Note 0.75% Due 03/31/2026	09/28/2021 09/30/2021 1,500,000.00	1,493,267.46 0.00 0.00 1,493,496.31	30.74 0.00 983.61 952.87	228.85 0.00 228.85 1,181.72	1,181.72
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	06/29/2021 06/30/2021 1,500,000.00	1,499,637.87 0.00 0.00 1,499,694.85	2,597.34 2,812.50 261.27 476.43	56.98 0.00 56.98 533.41	533.41
91282CCF6	US Treasury Note 0.75% Due 05/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,417,401.58 0.00 0.00 1,420,033.19	3,780.74 0.00 4,733.61 952.87	2,631.61 0.00 2,631.61 3,584.48	3,584.48
91282CCP4	US Treasury Note 0.625% Due 07/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,407,522.52 0.00 0.00 1,410,295.05	1,579.48 0.00 2,369.23 789.75	2,772.53 0.00 2,772.53 3,562.28	3,562.28

Income Earned

As of October 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	05/26/2022 05/31/2022 1,000,000.00	947,607.27 0.00 0.00 949,090.53	23.91 0.00 765.03 741.12	1,483.26 0.00 1,483.26 2,224.38	2,224.38
91282CDK4	US Treasury Note 1.25% Due 11/30/2026	05/26/2022 05/31/2022 1,000,000.00	956,052.31 0.00 0.00 957,230.84	4,200.82 0.00 5,259.56 1,058.74	1,178.53 0.00 1,178.53 2,237.27	2,237.27
91282CDN8	US Treasury Note 1% Due 12/15/2024	12/15/2021 12/16/2021 1,500,000.00	1,500,448.36 0.00 0.00 1,500,416.84	4,426.23 0.00 5,696.72 1,270.49	0.00 31.52 (31.52) 1,238.97	1,238.97
91282CDQ1	US Treasury Note 1.25% Due 12/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,422,489.85 0.00 0.00 1,424,514.12	4,738.45 0.00 6,317.93 1,579.48	2,024.27 0.00 2,024.27 3,603.75	3,603.75
91282CEA5	US Treasury Note 1.5% Due 02/29/2024	06/29/2023 06/30/2023 1,100,000.00	1,082,449.73 0.00 0.00 1,086,052.77	1,405.22 0.00 2,810.44 1,405.22	3,603.04 0.00 3,603.04 5,008.26	5,008.26
91282CEN7	US Treasury Note 2.75% Due 04/30/2027	06/09/2022 06/10/2022 1,500,000.00	1,483,954.24 0.00 0.00 1,484,334.82	17,262.23 20,625.00 113.32 3,476.09	380.58 0.00 380.58 3,856.67	3,856.67
91282CEX5	US Treasury Note 3% Due 06/30/2024	05/31/2023 06/01/2023 2,000,000.00	1,968,844.74 0.00 0.00 1,972,382.52	15,163.04 0.00 20,217.39 5,054.35	3,537.78 0.00 3,537.78 8,592.13	8,592.13
91282CFE6	US Treasury Note 3.125% Due 08/15/2025	05/31/2023 06/01/2023 2,000,000.00	1,956,109.65 0.00 0.00 1,958,098.83	7,982.34 0.00 13,247.28 5,264.94	1,989.18 0.00 1,989.18 7,254.12	7,254.12
91282CFH9	US Treasury Note 3.125% Due 08/31/2027	09/27/2022 09/28/2022 1,500,000.00	1,443,379.47 0.00 0.00 1,444,606.91	3,992.10 0.00 7,984.20 3,992.10	1,227.44 0.00 1,227.44 5,219.54	5,219.54

Income Earned

As of October 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CGH8	US Treasury Note 3.5% Due 01/31/2028	02/23/2023 02/28/2023 2,000,000.00	1,949,306.92 0.00 0.00 1,950,299.64	11,793.48 0.00 17,690.22 5,896.74	992.72 0.00 992.72 6,889.46	6,889.46
91282CGL9	US Treasury Note 4% Due 02/15/2026	05/31/2023 06/01/2023 1,500,000.00	1,494,246.21 0.00 0.00 1,494,451.70	7,663.04 0.00 12,717.39 5,054.35	205.49 0.00 205.49 5,259.84	5,259.84
91282CGT2	US Treasury Note 3.625% Due 03/31/2028	05/31/2023 06/01/2023 2,000,000.00	1,982,473.31 0.00 0.00 1,982,804.01	198.09 0.00 6,338.80 6,140.71	330.70 0.00 330.70 6,471.41	6,471.41
91324PDE9	United Health Group Inc Note 2.95% Due 10/15/2027	12/28/2022 12/30/2022 750,000.00	703,980.00 0.00 0.00 704,947.20	10,202.08 11,062.50 983.33 1,843.75	967.20 0.00 967.20 2,810.95	2,810.95
931142EX7	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 09/09/2027	09/08/2022 09/12/2022 750,000.00	750,895.71 0.00 0.00 750,875.99	1,810.42 0.00 4,279.17 2,468.75	0.00 19.72 (19.72) 2,449.03	2,449.03
			101,637,564.05 **0.00** **1,700,000.00**	**497,222.70** **161,498.75** **525,603.37**	**45,268.31** **11,350.30** **33,918.01**	
Total Fixed Income		**101,080,000.00**	**99,971,482.06**	**189,879.42**	**223,797.43**	**223,797.43**
CASH & EQUIVALENT						
60934N104	Federated Investors Government Obligations Fund	Various Various 2,051,296.84	196,125.72 1,862,815.30 7,644.18 2,051,296.84	0.00 1,316.55 0.00 1,316.55	0.00 0.00 0.00 1,316.55	1,316.55

Income Earned

As of October 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
62479LAR6	MUFG Bank Ltd	07/24/2023	971,071.11	10,691.11	0.00	4,873.89
	Discount CP	07/25/2023	0.00	0.00	0.00	
	5.66% Due 01/25/2024	1,000,000.00	0.00	15,565.00	0.00	
			971,071.11	4,873.89	4,873.89	
			1,167,196.83	**10,691.11**	**0.00**	
			1,862,815.30	**1,316.55**	**0.00**	
			7,644.18	**15,565.00**	**0.00**	
Total Cash & Equivalent		**3,051,296.84**	**3,022,367.95**	**6,190.44**	**6,190.44**	**6,190.44**
			102,804,760.88	**507,913.81**	**45,268.31**	
			1,862,815.30	**162,815.30**	**11,350.30**	
			1,707,644.18	**541,168.37**	**33,918.01**	
TOTAL PORTFOLIO		**104,131,296.84**	**102,993,850.01**	**196,069.86**	**229,987.87**	**229,987.87**

Cash Flow Report

As of October 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/01/2023	Interest	06367WB85	750,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	6,937.50	6,937.50
11/01/2023	Purchase	3133EPZY4	1,000,000.00	FFCB Note 5% Due 7/30/2026	-998,600.00	-138.89	-998,738.89
11/01/2023	Sale	60934N104	998,738.89	Federated Investors Government Obligations Fund	998,738.89	0.00	998,738.89
11/02/2023	Purchase	61690U7W4	1,000,000.00	Morgan Stanley Bank NA Callable Note Cont 9/30/2026 5.882% Due 10/30/2026	-999,160.00	-163.39	-999,323.39
11/02/2023	Sale	60934N104	999,323.39	Federated Investors Government Obligations Fund	999,323.39	0.00	999,323.39
11/03/2023	Interest	00440EAV9	1,000,000.00	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 5/3/2026	0.00	16,750.00	16,750.00
11/06/2023	Maturity	3137EAEZ8	1,100,000.00	FHLMC Note 0.25% Due 11/6/2023	1,100,000.00	1,375.00	1,101,375.00
11/07/2023	Interest	3135G06G3	1,100,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	2,750.00	2,750.00
11/10/2023	Interest	665859AW4	750,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	15,000.00	15,000.00
11/10/2023	Interest	89236TKK0	1,000,000.00	Toyota Motor Credit Corp Note 5.4% Due 11/10/2025	0.00	27,000.00	27,000.00
11/12/2023	Interest	91159HHZ6	1,000,000.00	US Bancorp Callable Note Cont 4/11/2025 1.45% Due 5/12/2025	0.00	7,250.00	7,250.00
11/12/2023	Interest	023135BW5	495,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	1,113.75	1,113.75
11/13/2023	Interest	037833DK3	1,000,000.00	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	0.00	15,000.00	15,000.00
11/15/2023	Interest	9128283F5	1,150,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	12,937.50	12,937.50
11/15/2023	Maturity	4581X0DP0	1,500,000.00	Inter-American Dev Bank Note 0.25% Due 11/15/2023	1,500,000.00	1,875.00	1,501,875.00
11/17/2023	Interest	58933YBH7	1,000,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	20,250.00	20,250.00

Cash Flow Report

As of October 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/17/2023	Interest	14913R2L0	750,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	1,687.50	1,687.50
11/30/2023	Interest	91282CCF6	1,500,000.00	US Treasury Note 0.75% Due 5/31/2026	0.00	5,625.00	5,625.00
11/30/2023	Interest	91282CDK4	1,000,000.00	US Treasury Note 1.25% Due 11/30/2026	0.00	6,250.00	6,250.00
11/30/2023	Interest	912828YV6	1,500,000.00	US Treasury Note 1.5% Due 11/30/2024	0.00	11,250.00	11,250.00
11/30/2023	Interest	912828ZT0	1,500,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	1,875.00	1,875.00
NOV 2023					**2,600,302.28**	**154,623.97**	**2,754,926.25**
12/03/2023	Interest	3133EKNX0	1,500,000.00	FFCB Note 2.16% Due 6/3/2024	0.00	16,200.00	16,200.00
12/08/2023	Maturity	3130A0F70	1,600,000.00	FHLB Note 3.375% Due 12/8/2023	1,600,000.00	27,000.00	1,627,000.00
12/10/2023	Interest	78015K7H1	750,000.00	Royal Bank of Canada Note 1.15% Due 6/10/2025	0.00	4,312.50	4,312.50
12/12/2023	Interest	3130AWLZ1	1,000,000.00	FHLB Note 4.75% Due 6/12/2026	0.00	20,055.56	20,055.56
12/12/2023	Interest	3130ATUC9	895,000.00	FHLB Note 4.5% Due 12/12/2025	0.00	20,137.50	20,137.50
12/14/2023	Interest	3130A1XJ2	1,500,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	21,562.50	21,562.50
12/15/2023	Interest	91282CDN8	1,500,000.00	US Treasury Note 1% Due 12/15/2024	0.00	7,500.00	7,500.00
12/17/2023	Interest	3135G04Z3	1,400,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	3,500.00	3,500.00
12/31/2023	Interest	91282CDQ1	1,500,000.00	US Treasury Note 1.25% Due 12/31/2026	0.00	9,375.00	9,375.00
12/31/2023	Interest	91282CEX5	2,000,000.00	US Treasury Note 3% Due 6/30/2024	0.00	30,000.00	30,000.00
12/31/2023	Interest	91282CBC4	1,250,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	2,343.75	2,343.75
DEC 2023					**1,600,000.00**	**161,986.81**	**1,761,986.81**

Cash Flow Report

As of October 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/02/2024	Interest	3135G0V75	1,300,000.00	FNMA Note 1.75% Due 7/2/2024	0.00	11,375.00	11,375.00
01/10/2024	Interest	69371RS31	500,000.00	Paccar Financial Corp Note 4.6% Due 1/10/2028	0.00	11,500.00	11,500.00
01/12/2024	Interest	459058KT9	1,500,000.00	Intl. Bank Recon & Development Note 3.5% Due 7/12/2028	0.00	26,250.00	26,250.00
01/14/2024	Interest	24422EXB0	535,000.00	John Deere Capital Corp Note 4.95% Due 7/14/2028	0.00	13,241.25	13,241.25
01/15/2024	Interest	79466LAG9	145,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	453.13	453.13
01/17/2024	Maturity	24422EVN6	685,000.00	John Deere Capital Corp Note 0.45% Due 1/17/2024	685,000.00	1,541.25	686,541.25
01/21/2024	Interest	3137EAEU9	1,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	2,437.50	2,437.50
01/25/2024	Maturity	62479LAR6	1,000,000.00	MUFG Bank Ltd Discount CP 5.66% Due 1/25/2024	971,071.11	28,928.89	1,000,000.00
01/31/2024	Interest	91282CCP4	1,500,000.00	US Treasury Note 0.625% Due 7/31/2026	0.00	4,687.50	4,687.50
01/31/2024	Interest	912828Z52	1,300,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	8,937.50	8,937.50
01/31/2024	Interest	912828Z78	1,500,000.00	US Treasury Note 1.5% Due 1/31/2027	0.00	11,250.00	11,250.00
01/31/2024	Interest	91282CBH3	1,250,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	2,343.75	2,343.75
01/31/2024	Interest	91282CGH8	2,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	35,000.00	35,000.00
01/31/2024	Maturity	912828V80	1,300,000.00	US Treasury Note 2.25% Due 1/31/2024	1,300,000.00	14,625.00	1,314,625.00
JAN 2024					**2,956,071.11**	**172,570.77**	**3,128,641.88**
02/05/2024	Maturity	3135G0V34	925,000.00	FNMA Note 2.5% Due 2/5/2024	925,000.00	11,562.50	936,562.50
02/06/2024	Interest	69371RQ66	750,000.00	Paccar Financial Corp Note 1.8% Due 2/6/2025	0.00	6,750.00	6,750.00

Cash Flow Report

As of October 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/12/2024	Interest	3137EAEP0	1,350,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	10,125.00	10,125.00
02/15/2024	Interest	9128282A7	1,600,000.00	US Treasury Note 1.5% Due 8/15/2026	0.00	12,000.00	12,000.00
02/15/2024	Interest	91282CFE6	2,000,000.00	US Treasury Note 3.125% Due 8/15/2025	0.00	31,250.00	31,250.00
02/15/2024	Interest	912828V98	1,700,000.00	US Treasury Note 2.25% Due 2/15/2027	0.00	19,125.00	19,125.00
02/15/2024	Interest	91282CGL9	1,500,000.00	US Treasury Note 4% Due 2/15/2026	0.00	30,000.00	30,000.00
02/18/2024	Call	808513BN4	1,000,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	1,000,000.00	3,125.00	1,003,125.00
02/18/2024	Interest	06428CAA2	1,000,000.00	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	0.00	27,630.00	27,630.00
02/18/2024	Interest	713448FL7	1,000,000.00	Pepsico Inc. Callable Note Cont 1/18/2028 3.6% Due 2/18/2028	0.00	18,000.00	18,000.00
02/25/2024	Interest	3135G05X7	1,000,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	1,875.00	1,875.00
02/26/2024	Interest	3133EPLC7	2,000,000.00	FFCB Note 4.125% Due 2/26/2026	0.00	41,250.00	41,250.00
02/29/2024	Interest	912828YE4	1,500,000.00	US Treasury Note 1.25% Due 8/31/2024	0.00	9,375.00	9,375.00
02/29/2024	Interest	91282CFH9	1,500,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	23,437.50	23,437.50
02/29/2024	Maturity	91282CEA5	1,100,000.00	US Treasury Note 1.5% Due 2/29/2024	1,100,000.00	8,250.00	1,108,250.00
FEB 2024					**3,025,000.00**	**253,755.00**	**3,278,755.00**
03/08/2024	Interest	3130AWTR1	1,600,000.00	FHLB Note 4.375% Due 9/8/2028	0.00	41,611.11	41,611.11
03/08/2024	Maturity	3130AB3H7	1,600,000.00	FHLB Note 2.375% Due 3/8/2024	1,600,000.00	19,000.00	1,619,000.00
03/09/2024	Interest	931142EX7	750,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	14,812.50	14,812.50

Cash Flow Report

As of October 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/09/2024	Interest	57636QAW4	1,000,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	24,375.00	24,375.00
03/11/2024	Interest	89114QCK2	1,000,000.00	Toronto Dominion Bank Note 0.75% Due 9/11/2025	0.00	3,750.00	3,750.00
03/13/2024	Interest	3130AUU36	1,000,000.00	FHLB Note 4.125% Due 3/13/2026	0.00	20,625.00	20,625.00
03/13/2024	Interest	3133XVDG3	1,500,000.00	FHLB Note 4.375% Due 9/13/2024	0.00	32,812.50	32,812.50
03/13/2024	Interest	3130A2UW4	1,400,000.00	FHLB Note 2.875% Due 9/13/2024	0.00	20,125.00	20,125.00
03/14/2024	Interest	3130AUZC1	1,000,000.00	FHLB Note 4.625% Due 3/14/2025	0.00	23,125.00	23,125.00
03/15/2024	Interest	084664CZ2	500,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.00	5,750.00	5,750.00
03/15/2024	Interest	09247XAN1	750,000.00	Blackrock Inc Note 3.2% Due 3/15/2027	0.00	12,000.00	12,000.00
03/23/2024	Interest	3137EAEX3	1,500,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	2,812.50	2,812.50
03/31/2024	Interest	912828ZF0	1,250,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	3,125.00	3,125.00
03/31/2024	Interest	91282CGT2	2,000,000.00	US Treasury Note 3.625% Due 3/31/2028	0.00	36,250.00	36,250.00
03/31/2024	Interest	91282CBT7	1,500,000.00	US Treasury Note 0.75% Due 3/31/2026	0.00	5,625.00	5,625.00
03/31/2024	Interest	91282CCZ2	1,000,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	4,375.00	4,375.00
MAR 2024					**1,600,000.00**	**270,173.61**	**1,870,173.61**
04/13/2024	Interest	023135CF1	500,000.00	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	0.00	8,250.00	8,250.00
04/15/2024	Interest	3135G0W66	1,200,000.00	FNMA Note 1.625% Due 10/15/2024	0.00	9,750.00	9,750.00
04/15/2024	Interest	87612EBL9	700,000.00	Target Corp Callable Note Cont 4/15/25 2.25% Due 4/15/2025	0.00	7,875.00	7,875.00

Cash Flow Report

As of October 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2024	Interest	91324PDE9	750,000.00	United Health Group Inc Note 2.95% Due 10/15/2027	0.00	11,062.50	11,062.50
04/15/2024	Maturity	91282CBV2	1,500,000.00	US Treasury Note 0.375% Due 4/15/2024	1,500,000.00	2,812.50	1,502,812.50
04/22/2024	Interest	3135G03U5	1,300,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,062.50	4,062.50
04/22/2024	Interest	46647PBK1	750,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	7,811.25	7,811.25
04/28/2024	Interest	3133EPHH1	2,000,000.00	FFCB Note 4% Due 4/28/2026	0.00	40,000.00	40,000.00
04/30/2024	Interest	91282CEN7	1,500,000.00	US Treasury Note 2.75% Due 4/30/2027	0.00	20,625.00	20,625.00
04/30/2024	Interest	9128286S4	1,300,000.00	US Treasury Note 2.375% Due 4/30/2026	0.00	15,437.50	15,437.50
04/30/2024	Interest	912828YM6	1,500,000.00	US Treasury Note 1.5% Due 10/31/2024	0.00	11,250.00	11,250.00
04/30/2024	Interest	91282CAT8	1,000,000.00	US Treasury Note 0.25% Due 10/31/2025	0.00	1,250.00	1,250.00
APR 2024					**1,500,000.00**	**140,186.25**	**1,640,186.25**
05/01/2024	Interest	06367WB85	750,000.00	Bank of Montreal Note 1.85% Due 5/1/2025	0.00	6,937.50	6,937.50
05/03/2024	Interest	00440EAV9	1,000,000.00	Chubb INA Holdings Inc Callable Note Cont 2/3/2026 3.35% Due 5/3/2026	0.00	16,750.00	16,750.00
05/07/2024	Interest	3135G06G3	1,100,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	2,750.00	2,750.00
05/10/2024	Interest	89236TKK0	1,000,000.00	Toyota Motor Credit Corp Note 5.4% Due 11/10/2025	0.00	27,000.00	27,000.00
05/10/2024	Interest	665859AW4	750,000.00	Northern Trust Company Callable Note Cont 4/10/2027 4% Due 5/10/2027	0.00	15,000.00	15,000.00
05/12/2024	Interest	91159HHZ6	1,000,000.00	US Bancorp Callable Note Cont 4/11/2025 1.45% Due 5/12/2025	0.00	7,250.00	7,250.00
05/12/2024	Maturity	023135BW5	495,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	495,000.00	1,113.75	496,113.75

Cash Flow Report

As of October 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/13/2024	Interest	037833DK3	1,000,000.00	Apple Inc Callable Note Cont 8/13/2027 3% Due 11/13/2027	0.00	15,000.00	15,000.00
05/15/2024	Interest	9128283F5	1,150,000.00	US Treasury Note 2.25% Due 11/15/2027	0.00	12,937.50	12,937.50
05/17/2024	Interest	58933YBH7	1,000,000.00	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	0.00	20,250.00	20,250.00
05/17/2024	Maturity	14913R2L0	750,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	750,000.00	1,687.50	751,687.50
05/31/2024	Interest	912828ZT0	1,500,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	1,875.00	1,875.00
05/31/2024	Interest	91282CCF6	1,500,000.00	US Treasury Note 0.75% Due 5/31/2026	0.00	5,625.00	5,625.00
05/31/2024	Interest	912828YV6	1,500,000.00	US Treasury Note 1.5% Due 11/30/2024	0.00	11,250.00	11,250.00
05/31/2024	Interest	91282CDK4	1,000,000.00	US Treasury Note 1.25% Due 11/30/2026	0.00	6,250.00	6,250.00
MAY 2024					**1,245,000.00**	**151,676.25**	**1,396,676.25**
06/03/2024	Maturity	3133EKNX0	1,500,000.00	FFCB Note 2.16% Due 6/3/2024	1,500,000.00	16,200.00	1,516,200.00
06/10/2024	Interest	78015K7H1	750,000.00	Royal Bank of Canada Note 1.15% Due 6/10/2025	0.00	4,312.50	4,312.50
06/12/2024	Interest	3130ATUC9	895,000.00	FHLB Note 4.5% Due 12/12/2025	0.00	20,137.50	20,137.50
06/12/2024	Interest	3130AWLZ1	1,000,000.00	FHLB Note 4.75% Due 6/12/2026	0.00	23,750.00	23,750.00
06/14/2024	Maturity	3130A1XJ2	1,500,000.00	FHLB Note 2.875% Due 6/14/2024	1,500,000.00	21,562.50	1,521,562.50
06/15/2024	Interest	91282CDN8	1,500,000.00	US Treasury Note 1% Due 12/15/2024	0.00	7,500.00	7,500.00
06/17/2024	Interest	3135G04Z3	1,400,000.00	FNMA Note 0.5% Due 6/17/2025	0.00	3,500.00	3,500.00
06/30/2024	Interest	91282CBC4	1,250,000.00	US Treasury Note 0.375% Due 12/31/2025	0.00	2,343.75	2,343.75

Cash Flow Report

As of October 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/30/2024	Interest	91282CDQ1	1,500,000.00	US Treasury Note 1.25% Due 12/31/2026	0.00	9,375.00	9,375.00
06/30/2024	Maturity	91282CEX5	2,000,000.00	US Treasury Note 3% Due 6/30/2024	2,000,000.00	30,000.00	2,030,000.00
JUN 2024					**5,000,000.00**	**138,681.25**	**5,138,681.25**
07/02/2024	Maturity	3135G0V75	1,300,000.00	FNMA Note 1.75% Due 7/2/2024	1,300,000.00	11,375.00	1,311,375.00
07/10/2024	Interest	69371RS31	500,000.00	Paccar Financial Corp Note 4.6% Due 1/10/2028	0.00	11,500.00	11,500.00
07/12/2024	Interest	459058KT9	1,500,000.00	Intl. Bank Recon & Development Note 3.5% Due 7/12/2028	0.00	26,250.00	26,250.00
07/14/2024	Interest	24422EXB0	535,000.00	John Deere Capital Corp Note 4.95% Due 7/14/2028	0.00	13,241.25	13,241.25
07/15/2024	Maturity	79466LAG9	145,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	145,000.00	453.13	145,453.13
07/21/2024	Interest	3137EAEU9	1,300,000.00	FHLMC Note 0.375% Due 7/21/2025	0.00	2,437.50	2,437.50
07/31/2024	Interest	91282CGH8	2,000,000.00	US Treasury Note 3.5% Due 1/31/2028	0.00	35,000.00	35,000.00
07/31/2024	Interest	91282CBH3	1,250,000.00	US Treasury Note 0.375% Due 1/31/2026	0.00	2,343.75	2,343.75
07/31/2024	Interest	91282CCP4	1,500,000.00	US Treasury Note 0.625% Due 7/31/2026	0.00	4,687.50	4,687.50
07/31/2024	Interest	912828Z52	1,300,000.00	US Treasury Note 1.375% Due 1/31/2025	0.00	8,937.50	8,937.50
07/31/2024	Interest	912828Z78	1,500,000.00	US Treasury Note 1.5% Due 1/31/2027	0.00	11,250.00	11,250.00
JUL 2024					**1,445,000.00**	**127,475.63**	**1,572,475.63**
08/06/2024	Interest	69371RQ66	750,000.00	Paccar Financial Corp Note 1.8% Due 2/6/2025	0.00	6,750.00	6,750.00
08/12/2024	Interest	3137EAEP0	1,350,000.00	FHLMC Note 1.5% Due 2/12/2025	0.00	10,125.00	10,125.00
08/15/2024	Interest	9128282A7	1,600,000.00	US Treasury Note 1.5% Due 8/15/2026	0.00	12,000.00	12,000.00

Cash Flow Report

As of October 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2024	Interest	91282CFE6	2,000,000.00	US Treasury Note 3.125% Due 8/15/2025	0.00	31,250.00	31,250.00
08/15/2024	Interest	912828V98	1,700,000.00	US Treasury Note 2.25% Due 2/15/2027	0.00	19,125.00	19,125.00
08/15/2024	Interest	91282CGL9	1,500,000.00	US Treasury Note 4% Due 2/15/2026	0.00	30,000.00	30,000.00
08/18/2024	Interest	06428CAA2	1,000,000.00	Bank Of America NA Callable Note cont 7/17/2026 5.526% Due 8/18/2026	0.00	27,630.00	27,630.00
08/18/2024	Interest	713448FL7	1,000,000.00	Pepsico Inc. Callable Note Cont 1/18/2028 3.6% Due 2/18/2028	0.00	18,000.00	18,000.00
08/25/2024	Interest	3135G05X7	1,000,000.00	FNMA Note 0.375% Due 8/25/2025	0.00	1,875.00	1,875.00
08/26/2024	Interest	3133EPLC7	2,000,000.00	FFCB Note 4.125% Due 2/26/2026	0.00	41,250.00	41,250.00
08/31/2024	Interest	91282CFH9	1,500,000.00	US Treasury Note 3.125% Due 8/31/2027	0.00	23,437.50	23,437.50
08/31/2024	Maturity	912828YE4	1,500,000.00	US Treasury Note 1.25% Due 8/31/2024	1,500,000.00	9,375.00	1,509,375.00
AUG 2024					**1,500,000.00**	**230,817.50**	**1,730,817.50**
09/08/2024	Interest	3130AWTR1	1,600,000.00	FHLB Note 4.375% Due 9/8/2028	0.00	35,000.00	35,000.00
09/09/2024	Interest	57636QAW4	1,000,000.00	MasterCard Inc Callable Note Cont 2/9/28 4.875% Due 3/9/2028	0.00	24,375.00	24,375.00
09/09/2024	Interest	931142EX7	750,000.00	Wal-Mart Stores Callable Note Cont 09/09/2027 3.95% Due 9/9/2027	0.00	14,812.50	14,812.50
09/11/2024	Interest	89114QCK2	1,000,000.00	Toronto Dominion Bank Note 0.75% Due 9/11/2025	0.00	3,750.00	3,750.00
09/13/2024	Interest	3130AUU36	1,000,000.00	FHLB Note 4.125% Due 3/13/2026	0.00	20,625.00	20,625.00
09/13/2024	Maturity	3133XVDG3	1,500,000.00	FHLB Note 4.375% Due 9/13/2024	1,500,000.00	32,812.50	1,532,812.50
09/13/2024	Maturity	3130A2UW4	1,400,000.00	FHLB Note 2.875% Due 9/13/2024	1,400,000.00	20,125.00	1,420,125.00

Cash Flow Report

As of October 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/14/2024	Interest	3130AUZC1	1,000,000.00	FHLB Note 4.625% Due 3/14/2025	0.00	23,125.00	23,125.00
09/15/2024	Interest	084664CZ2	500,000.00	Berkshire Hathaway Callable Note Cont 2/15/2027 2.3% Due 3/15/2027	0.00	5,750.00	5,750.00
09/15/2024	Interest	09247XAN1	750,000.00	Blackrock Inc Note 3.2% Due 3/15/2027	0.00	12,000.00	12,000.00
09/23/2024	Interest	3137EAEX3	1,500,000.00	FHLMC Note 0.375% Due 9/23/2025	0.00	2,812.50	2,812.50
09/30/2024	Interest	91282CBT7	1,500,000.00	US Treasury Note 0.75% Due 3/31/2026	0.00	5,625.00	5,625.00
09/30/2024	Interest	91282CGT2	2,000,000.00	US Treasury Note 3.625% Due 3/31/2028	0.00	36,250.00	36,250.00
09/30/2024	Interest	91282CCZ2	1,000,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	4,375.00	4,375.00
09/30/2024	Interest	912828ZF0	1,250,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	3,125.00	3,125.00
SEP 2024					**2,900,000.00**	**244,562.50**	**3,144,562.50**
10/13/2024	Interest	023135CF1	500,000.00	Amazon.com Inc Callable Note Cont 3/13/2027 3.3% Due 4/13/2027	0.00	8,250.00	8,250.00
10/15/2024	Interest	87612EBL9	700,000.00	Target Corp Callable Note Cont 4/15/25 2.25% Due 4/15/2025	0.00	7,875.00	7,875.00
10/15/2024	Interest	91324PDE9	750,000.00	United Health Group Inc Note 2.95% Due 10/15/2027	0.00	11,062.50	11,062.50
10/15/2024	Maturity	3135G0W66	1,200,000.00	FNMA Note 1.625% Due 10/15/2024	1,200,000.00	9,750.00	1,209,750.00
10/22/2024	Interest	46647PBK1	750,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	7,811.25	7,811.25
10/22/2024	Interest	3135G03U5	1,300,000.00	FNMA Note 0.625% Due 4/22/2025	0.00	4,062.50	4,062.50
10/28/2024	Interest	3133EPHH1	2,000,000.00	FFCB Note 4% Due 4/28/2026	0.00	40,000.00	40,000.00
OCT 2024					**1,200,000.00**	**88,811.25**	**1,288,811.25**
TOTAL					**26,571,373.39**	**2,135,320.79**	**28,706,694.18**

City of Buena Park Liquid

Account #406

Portfolio Summary

As of October 31, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	3.65%
Average Purchase YTM	3.65%
Average Market YTM	3.65%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

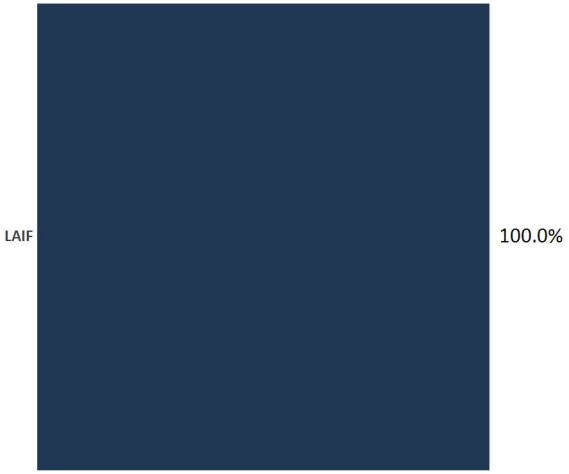
ACCOUNT SUMMARY

	Beg. Values as of 9/30/23	End Values as of 10/31/23
Market Value	13,873,248	20,060,635
Accrued Interest	174,460	60,571
Total Market Value	**14,047,708**	**20,121,206**
Income Earned	45,970	82,728
Cont/WD		5,990,770
Par	13,873,248	20,060,635
Book Value	13,873,248	20,060,635
Cost Value	13,873,248	20,060,635

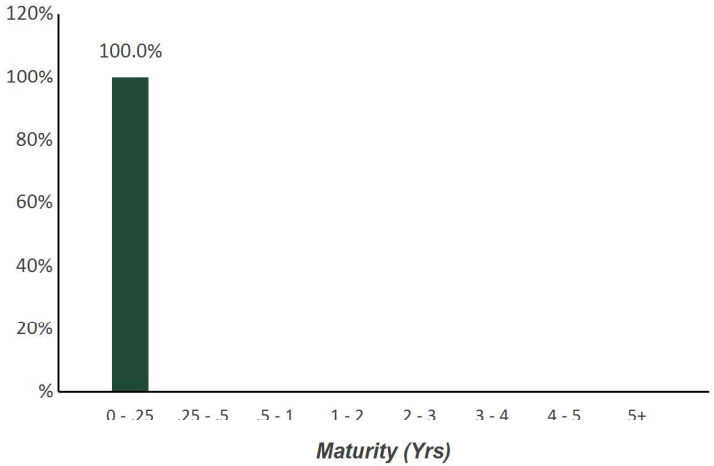
TOP ISSUERS

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

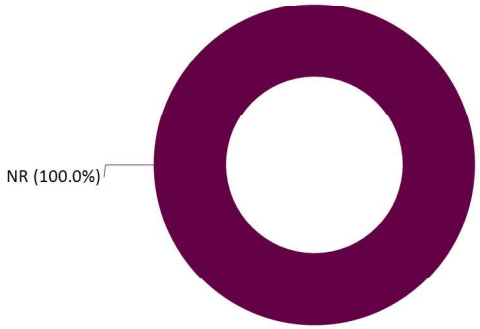
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

					Annualized				
TOTAL RATE OF RETURN	**1M**	**3M**	**YTD**	**1YR**	**2YRS**	**3YRS**	**5YRS**	**10YRS**	**12/31/2005**
City of Buena Park Liquid	0.43%	0.99%	2.78%	3.13%	1.97%	1.43%	1.68%	1.31%	1.65%
ICE BofA 3-Month US Treasury Bill Index	0.45%	1.36%	4.06%	4.77%	2.76%	1.85%	1.77%	1.16%	1.34%

Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	20,060,634.83	Various 3.65%	20,060,634.83 20,060,634.83	1.00 3.65%	20,060,634.83 60,571.26	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		**20,060,634.83**	**3.65%**	**20,060,634.83** **20,060,634.83**	**3.65%**	**20,060,634.83** **60,571.26**	**100.00%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
TOTAL PORTFOLIO		**20,060,634.83**	**3.65%**	**20,060,634.83** **20,060,634.83**	**3.65%**	**20,060,634.83** **60,571.26**	**100.00%** **0.00**	**NR / NR** **NR**	**0.00** **0.00**
TOTAL MARKET VALUE PLUS ACCRUED						**20,121,206.09**			

Transaction Ledger

As of October 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/15/2023	90LAIF$00	187,386.87	Local Agency Investment Fund State Pool	1.000	3.61%	187,386.87	0.00	187,386.87	0.00
Subtotal			**187,386.87**				**187,386.87**	**0.00**	**187,386.87**	**0.00**
Security Contribution	10/04/2023	90LAIF$00	6,000,000.00	Local Agency Investment Fund State Pool	1.000		6,000,000.00	0.00	6,000,000.00	0.00
Subtotal			**6,000,000.00**				**6,000,000.00**	**0.00**	**6,000,000.00**	**0.00**
TOTAL ACQUISITIONS			**6,187,386.87**				**6,187,386.87**	**0.00**	**6,187,386.87**	**0.00**
OTHER TRANSACTIONS										
Dividend	10/15/2023	90LAIF$00	1,866,921,058.33	Local Agency Investment Fund State Pool	0.000		196,616.44	0.00	196,616.44	0.00
Subtotal			**1,866,921,058.33**				**196,616.44**	**0.00**	**196,616.44**	**0.00**
TOTAL OTHER TRANSACTIONS			**1,866,921,058.33**				**196,616.44**	**0.00**	**196,616.44**	**0.00**

Income Earned

As of October 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
LOCAL AGENCY INVESTMENT FUND						
90LAIF$00	Local Agency Investment Fund	Various	13,873,247.96	174,459.96	0.00	82,727.74
	State Pool	Various	6,187,386.87	196,616.44	0.00	
		20,060,634.83	0.00	60,571.26	0.00	
			20,060,634.83	82,727.74	82,727.74	
			13,873,247.96	**174,459.96**	**0.00**	
			6,187,386.87	**196,616.44**	**0.00**	
			0.00	**60,571.26**	**0.00**	
Total Local Agency Investment Fund		**20,060,634.83**	**20,060,634.83**	**82,727.74**	**82,727.74**	**82,727.74**
			13,873,247.96	**174,459.96**	**0.00**	
			6,187,386.87	**196,616.44**	**0.00**	
			0.00	**60,571.26**	**0.00**	
TOTAL PORTFOLIO		**20,060,634.83**	**20,060,634.83**	**82,727.74**	**82,727.74**	**82,727.74**

Cash Flow Report

As of October 31, 2023

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2024	Dividend	90LAIF$00	595,068,876.68	Local Agency Investment Fund State Pool	0.00	59,835.51	59,835.51
JAN 2024					**0.00**	**59,835.51**	**59,835.51**
TOTAL					**0.00**	**59,835.51**	**59,835.51**

City of Buena Park RDA Series B Bond

Account #10033

Portfolio Summary

As of October 31, 2023

PORTFOLIO CHARACTERISTICS

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

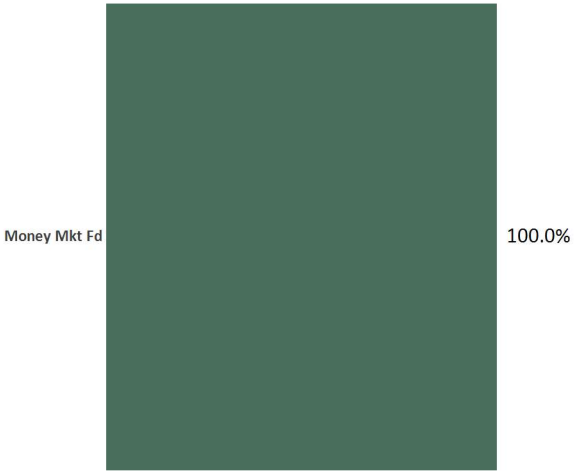
ACCOUNT SUMMARY

	Beg. Values as of 9/30/23	End Values as of 10/31/23
Market Value	1,247,668	1,252,978
Accrued Interest	0	0
Total Market Value	**1,247,668**	**1,252,978**
Income Earned	5,459	5,310
Cont/WD		0
Par	1,247,668	1,252,978
Book Value	1,247,668	1,252,978
Cost Value	1,247,668	1,252,978

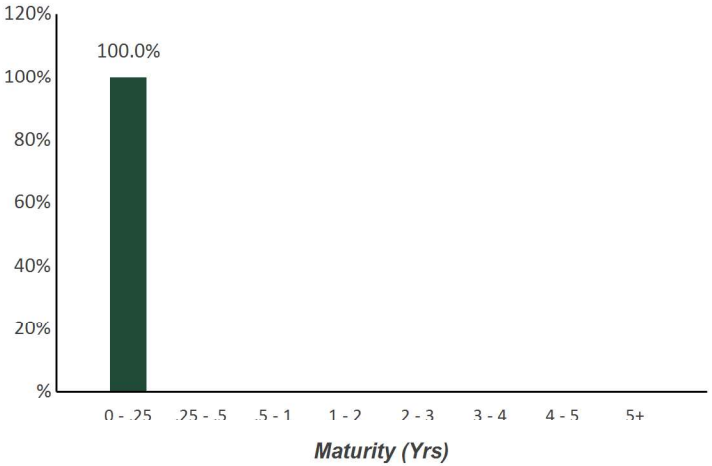
TOP ISSUERS

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

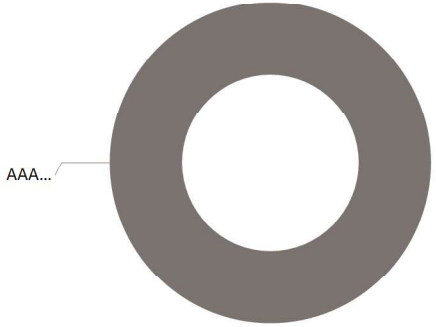
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

					Annualized				
TOTAL RATE OF RETURN	**1M**	**3M**	**YTD**	**1YR**	**2YRS**	**3YRS**	**5YRS**	**10YRS**	**7/31/2008**
City of Buena Park RDA Series B Bond	0.43%	1.29%	4.01%	4.56%	2.59%	1.73%	1.63%	1.03%	1.22%

Statement of Compliance

As of October 31, 2023

Buena Park 2008 Taxable Tax Allocation Bonds, Series B

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

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

Reconciliation Summary

As of October 31, 2023

BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		**$1,247,668.39**
Acquisition		
+ Security Purchases	$0.00	
+ Money Market Fund Purchases	$5,309.56	
+ Money Market Contributions	$0.00	
+ Security Contributions	$0.00	
+ Security Transfers	$0.00	
Total Acquisitions		**$5,309.56**
Dispositions		
- Security Sales	$0.00	
- Money Market Fund Sales	$0.00	
- MMF Withdrawals	$0.00	
- Security Withdrawals	$0.00	
- Security Transfers	$0.00	
- Other Dispositions	$0.00	
- Maturities	$0.00	
- Calls	$0.00	
- Principal Paydowns	$0.00	
Total Dispositions		**$0.00**
Amortization/Accretion		
+/- Net Accretion	$0.00	
		$0.00
Gain/Loss on Dispositions		
+/- Realized Gain/Loss	$0.00	
		$0.00
ENDING BOOK VALUE		**$1,252,977.95**

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		**$1,247,668.39**
Acquisition		
Contributions	$0.00	
Security Sale Proceeds	$0.00	
Accrued Interest Received	$0.00	
Interest Received	$0.00	
Dividend Received	$5,309.56	
Principal on Maturities	$0.00	
Interest on Maturities	$0.00	
Calls/Redemption (Principal)	$0.00	
Interest from Calls/Redemption	$0.00	
Principal Paydown	$0.00	
Total Acquisitions	**$5,309.56**	
Dispositions		
Withdrawals	$0.00	
Security Purchase	$0.00	
Accrued Interest Paid	$0.00	
Total Dispositions	**$0.00**	
ENDING BOOK VALUE		**$1,252,977.95**

Holdings Report

As of October 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
60934N104	Federated Investors Government Obligations Fund	1,252,977.95	Various 5.22%	1,252,977.95 1,252,977.95	1.00 5.22%	1,252,977.95 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		**1,252,977.95**	**5.22%**	**1,252,977.95** **1,252,977.95**	**5.22%**	**1,252,977.95** **0.00**	**100.00%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**
TOTAL PORTFOLIO		**1,252,977.95**	**5.22%**	**1,252,977.95** **1,252,977.95**	**5.22%**	**1,252,977.95** **0.00**	**100.00%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**
TOTAL MARKET VALUE PLUS ACCRUED						**1,252,977.95**			

Transaction Ledger

As of October 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/02/2023	60934N104	5,309.56	Federated Investors Government Obligations Fund	1.000	5.18%	5,309.56	0.00	5,309.56	0.00
Subtotal			**5,309.56**				**5,309.56**	**0.00**	**5,309.56**	**0.00**
TOTAL ACQUISITIONS			**5,309.56**				**5,309.56**	**0.00**	**5,309.56**	**0.00**
OTHER TRANSACTIONS										
Dividend	10/02/2023	60934N104	1,247,668.39	Federated Investors Government Obligations Fund	0.000		5,309.56	0.00	5,309.56	0.00
Subtotal			**1,247,668.39**				**5,309.56**	**0.00**	**5,309.56**	**0.00**
TOTAL OTHER TRANSACTIONS			**1,247,668.39**				**5,309.56**	**0.00**	**5,309.56**	**0.00**

Income Earned

As of October 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENT						
60934N104	Federated Investors	Various	1,247,668.39	0.00	0.00	5,309.56
	Government Obligations Fund	Various	5,309.56	5,309.56	0.00	
		1,252,977.95	0.00	0.00	0.00	
			1,252,977.95	5,309.56	5,309.56	
			1,247,668.39	**0.00**	**0.00**	
			5,309.56	**5,309.56**	**0.00**	
			0.00	**0.00**	**0.00**	
Total Cash & Equivalent		**1,252,977.95**	**1,252,977.95**	**5,309.56**	**5,309.56**	**5,309.56**
			1,247,668.39	**0.00**	**0.00**	
			5,309.56	**5,309.56**	**0.00**	
			0.00	**0.00**	**0.00**	
TOTAL PORTFOLIO		**1,252,977.95**	**1,252,977.95**	**5,309.56**	**5,309.56**	**5,309.56**

Cash Flow - no data for this time period

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION AUTHORIZING AND DIRECTING CERTAIN BANKS TO HONOR ALL CHECKS, DRAFTS, AND WARRANTS WHEN BEARING CERTAIN SIGNATURES AND FACSIMILE SIGNATURES OF CITY OFFICIALS AND RESCINDING ALL CONFLICTING RESOLUTIONS

Meeting	Agenda Group
Tuesday, December 12, 2023, 5:00 PM	CONSENT CALENDAR Item: 4C

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

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

Adopt resolution.

Attachments

mayor signature reso-city.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AUTHORIZING AND DIRECTING CERTAIN BANKS TO HONOR ALL CHECKS, DRAFTS, AND WARRANTS WHEN BEARING CERTAIN SIGNATURES AND FACSIMILE SIGNATURES OF CITY OFFICIALS AND RESCINDING ALL CONFLICTING RESOLUTIONS.

WHEREAS, the City has certain Banks as depositories of City funds, and

WHEREAS, the City Council determines that it is necessary for the efficient administration of fiscal affairs of the City that this Resolution be passed and adopted.

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

Section 1: Each depository of the City of Buena Park, be and it is hereby requested, authorized, and directed to honor all checks, drafts, warrants or other orders for the payment of money drawn in the name of the City of Buena Park on all of its accounts when bearing or purporting to bear the manual or facsimile signature of Mayor _____ or Mayor Pro Tem _____, plus the manual or facsimile signature of the Director of Finance.

Section 2: Said banks, including their correspondent banks, shall be entitled to honor and charge the City for all such checks, warrants, drafts or other orders for the payment of money, regardless of by whom or by what means the actual or purported facsimile signature or signatures thereon may have been affixed hereto, if such facsimile signature or signatures resemble the specimens filed with the said bank by the City Clerk of the City of Buena Park.

Section 3: All previous Resolutions authorizing the honoring of signatures and facsimile signatures of City officials other than those set forth in this Resolution are hereby rescinded.

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

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. 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 _____ day of _____ _____.

_____
City Clerk

City of Buena Park

City Council Regular Meeting Agenda Report

AGREEMENT WITH ORANGE COUNTY SHERIFF'S DEPARTMENT (OCSD) TO TRANSFER FUNDS RELATED TO THE 2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR SUPPLEMENTAL FUNDING FOR THE LEASING OF FLOCK AUTOMATED LICENSE PLATE READER (ALPR) TECHNOLOGY

Meeting	Agenda Group
Tuesday, December 12, 2023, 5:00 PM	CONSENT CALENDAR Item: 4D

Presented By	Prepared By
Brad Geyer, Police Captain	Brad Geyer, Police Captain

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve an agreement with the Orange County Sheriff's Department (OCSD) to transfer funds for the 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for supplemental funding for the leasing of Flock Automated License Plate Reader technology to assist in criminal investigations and identify suspects involved in criminal activity; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; 4) Approve a budgetary action to appropriate funds in the amount of $16,948; and, 5) Authorize the police department to work with the vendor, Flock, to secure additional technology.

PREVIOUS CITY COUNCIL ACTION

On February 14, 2023, The City Council approved a similar agreement with the OCSD to accept JAG funding for the funding of overtime costs associated to working cold case overtime hours.

DISCUSSION

The Justice Assistance Grant (JAG) Program is a major source of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, including taskforce operations, prosecution, crime prevention, and technology. The Bureau of Justice Statistics uses a formula for allocations, which is based upon population and Part I violent crime statistics (e.g. murder, non-negligent homicide, rape, robbery, aggravated assault, burglary, motor vehicle theft, larceny-theft, and arson).

The Police Department proposes to utilize these funds to supplement the costs associated to leasing Automated License Plate Reader (ALPR) technology. The department already has an ongoing lease agreement with Flock, Inc. to utilize this technology. The project's goals are to assist detectives in criminal investigations, identify stolen vehicles or vehicles used in the commission of other crimes, and identify suspects entering/exiting the City limits who are involved in nefarious activity.

BUDGET IMPACT

The City’s allocation from the JAG Program is $16,738. This amount will be used to pay for additional cameras at a new location to be identified by police department staff.

Attachments

JAG Memorandum of Understanding.PDF

JAG Acceptance Award Package FAW-177944.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE (SHERIFF) AND THE CITY OF BUENA PARK TO DISTRIBUTE THE 2023 EDWARD BYRNE MEMORIAL FUND – JUSTICE ASSISTANCE GRANT "JAG"

AWARD #15PBJA-23-GG-03185-JAGX AWARD DATE: 09/25/23 ACCEPTANCE DATE: 10/17/23

I. Participants

Participants hereto acknowledge the County of Orange as lead fiscal agent in charge of programmatic oversight and administration of funds and compliance over all eligible participant law enforcement agencies, hereinafter referred to individually as "Party" and jointly as "the Parties."

II. Purpose

The purpose of this Memorandum of Understanding (MOU) is to support of the objectives of the Office of Justice Programs, expressly those identified as Priority Purpose Areas (PPAs) for the term of this award.

III. Program Overview and Description of Project(s)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local government units, including tribes, to support various criminal justice-related activities based on their state and local needs and conditions. Equipment purchases or funded initiatives such as overtime, task forces, drug programs, information sharing, etc., will reduce crime and enhance public/officer safety.

The JAG Program provides states, territories, tribes, and local governments with critical funding necessary to support a range of program areas, including technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas:

1. Law enforcement programs;
2. Prosecution and court programs;
3. Prevention and education programs;
4. Corrections and community corrections, including reentry;
5. Drug treatment and enforcement programs;
6. Planning, evaluation, and technology improvement programs;
7. Crime victim and witness programs (other than compensation);
8. Mental health programs, related law enforcement, and corrections programs, including behavioral and crisis intervention teams.

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF ORANGE (SHERIFF) AND THE CITY OF BUENA PARK TO DISTRIBUTE THE 2023 EDWARD BYRNE MEMORIAL FUND – JUSTICE ASSISTANCE GRANT "JAG"

AWARD #15PBJA-23-GG-03185-JAGX AWARD DATE: 09/25/23 ACCEPTANCE DATE: 10/17/23

The County of Orange (Sheriff) will determine the validity of each project included in the application and subsequent awards. JAG funding will support criminal justice initiatives under one or more allowable program areas above.

This award is subject to all terms and conditions of the grant and administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash on hand. Should you not adhere to these requirements, you will violate the terms of this agreement, and the award will be subject to termination for cause or other administrative action as appropriate.

THE UNDERSIGNED PARTIES HERETO ACKNOWLEDGE THE GRANT AWARD AND THAT FUNDS WILL BE RECEIVED PURSUANT TO THE TERMS OF THIS MOU.

COUNTY OF ORANGE
ORANGE COUNTY SHERIFF DON BARNES on behalf of
COUNTY EXECUTIVE OFFICER, FRANK KIM

AUTHORIZED SIGNATORY

ORANGE COUNTY SHERIFF'S DEPARTMENT
FINANCIAL/ADMINISTRATIVE SERVICES DIVISION
FINANCIAL DIRECTOR

AUTHORIZED SIGNATORY

BUENA PARK CITY
BUENA PARK POLICE DEPARTMENT
CITY MANAGER

AUTHORIZED SIGNATORY

APPROVED AS TO FORM

Wendy J. Phillips, Senior Deputy
Office of Orange County Counsel

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF ORANGE 10 CIVIC CENTER PLAZA STE 107
City, State and Zip:	SANTA ANA, CA 92701
Recipient UEI:	RFT6BJ98H2A5

Project Title: Orange County (Sheriff-Coroner) BJA FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	**Award Number:** 15PBJA-23-GG-03185-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: $500,787.00	**Federal Award Date:** 9/25/23
Awarding Agency: Office of Justice Programs Bureau of Justice Assistance **Funding Instrument Type:** Grant	
Opportunity Category: D **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	**Project Period End Date:** 9/30/26
Budget Period Start Date: 10/1/22	**Budget Period End Date**: 9/30/26

Project Description:

Orange County will use JAG funds for technology improvements and equipment to enhance and increase the community's security. The following disparate jurisdictions will use the JAG funds as follows: Anaheim will purchase overt surveillance cameras to monitor criminal activity; Buena Park will install and lease automated license plate readers to detect vehicles associated with illegal activity; Costa Mesa and Irvine for a police canine to combat and reduce drug trafficking and educate the public on the threat of drugs; Fullerton for vests and automated external defibrillators to increase community and officer safety; Garden Grove for a software program to enhance the recruitment process and de-escalation training; Huntington Beach for officer overtime to address collision factors associated with electric bikes; La Habra for a digital collector and inspector software to increase evidence-viewing capabilities; Newport Beach for services to investigate and file criminal cases; Orange for equipment to respond to and combat current crime trends; Placentia for community outreach events to educate the community about crime prevention; Santa Ana for overtime and purchase of equipment, supplies, and miscellaneous for youth programming; Tustin for equipment to enhance the efficiency of law enforcement operations and improve community safety; and Westminster will hire two part-time Records Specialists as part of the Records Unit to assist the team with discovery and public records requests.

Award Letter

September 25, 2023

Dear Karla Lazaridis,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by COUNTY OF ORANGE for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is $500,787.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party.? Accordingly,?prior to obligating?funds for any of the specified activities, the grantee must first determine if any of the specified activities will be?funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;

b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c.? A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d.? Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
COUNTY OF ORANGE

UEI
RFT6BJ98H2A5

Street 1
10 CIVIC CENTER PLAZA STE 107

Street 2

City
SANTA ANA

State/U.S. Territory
California

Zip/Postal Code
92701

Country
United States

County/Parish

Province

Award Details

Federal Award Date
9/25/23

Award Type
Initial

Award Number
15PBJA-23-GG-03185-JAGX

Supplement Number
00

Federal Award Amount
$500,787.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority
Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT13959460

Grant Manager Name
Elaine Smokes
Phone Number
202-307-1611
E-mail Address
Elaine.Smokes@usdoj.gov

Project Title
Orange County (Sheriff-Coroner) BJA FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Performance Period Start Date
10/01/2022

Performance Period End Date
09/30/2026

Budget Period Start Date
10/01/2022

Budget Period End Date
09/30/2026

Project Description

Orange County will use JAG funds for technology improvements and equipment to enhance and increase the community's security. The following disparate jurisdictions will use the JAG funds as follows: Anaheim will purchase overt surveillance cameras to monitor criminal activity; Buena Park will install and lease automated license plate readers to detect vehicles associated with illegal activity; Costa Mesa and Irvine for a police canine to combat and reduce drug trafficking and educate the public on the threat of drugs; Fullerton for vests and automated external defibrillators to increase community and officer safety; Garden Grove for a software program to enhance the recruitment process and de-escalation training; Huntington Beach for officer overtime to address collision factors associated with electric bikes; La Habra for a digital collector and inspector software to increase evidence-viewing capabilities; Newport Beach for services to investigate and file criminal cases; Orange for equipment to respond to and combat current crime trends; Placentia for community outreach events to educate the community about crime prevention; Santa Ana for overtime and purchase of equipment, supplies, and miscellaneous for youth programming; Tustin for equipment to enhance the efficiency of law enforcement operations and improve community safety; and Westminster will hire two part-time Records Specialists as part of the Records Unit to assist the team with discovery and public records requests.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award

supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar

misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two ($25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than $25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: https://bjapmt.ojp.gov/. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (https://bjapmt.ojp.gov/help/jagdocs.html). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts

(including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure

that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

64

Withholding of funds for Memorandum of Understanding

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

65

Withholding of Funds for Body Armor Certification

The recipient may not expend or draw down any award funds until the recipient submits, and OJP has reviewed, the required certification regarding body armor, and an Award Condition Modification has been issued to remove this condition.

[ ]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/20/23 8:36 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Administrative Manager II

Signed Date And Time

City of Buena Park

City Council Regular Meeting Agenda Report

FINAL PAYMENT FOR THE ORANGETHORPE AVENUE REHABILITATION PROJECT

Meeting	Agenda Group
Tuesday, December 12, 2023, 5:00 PM	CONSENT CALENDAR Item: 4E

Presented By	Prepared By
Mina Mikhael, P.E., Director of Public Works/City Engineer	Mina Mikhael, Director of Public Works/City Engineer

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Accept project as complete and approve final payment to Hardy and Harper, Inc. in the amount of $96,436.78; and 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On July 11, 2023, the City Council approved a contract with Hardy and Harper, Inc. in the amount of $1,756,000 plus $175,000 in contingency funds and $100,000 in construction engineering funds for a total project cost of $2,031,000.

DISCUSSION

The Orangethorpe Avenue Rehabilitation Project has been completed between Western Ave. and Stanton Ave. This project consisted of asphalt grind and overlay, improvements to curb and gutter, cross gutters, sidewalks, curb ramps, driveway approaches, catch basins, and new signing and striping. Additional improvements were completed along Beach Blvd near the Orangethorpe Ave. intersection to repair asphalt rutting and improve drainage. Similarly, repairs were made to a portion of deteriorating curb and gutter and asphalt near the intersection of Orangethorpe Avenue and Knott Avenue.

Cost savings during this project allowed staff to complete additional repairs through change orders. Change Order No. 1 was approved to install a much needed concrete bus pad in front of City Hall. Change Order No. 2 was approved to raise all Orange County Sanitation District owned manholes to grade, which will be reimbursed by Orange County Sanitation District. A third change order was approved to repair the City-owned parking lot at the intersection of Auto Center Dr. and Commonwealth Ave. The parking lot was resurfaced with new asphalt and ADA improvements were incorporated to bring it up to current standards.

The contractor has submitted a bill for work completed as of November 17, 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 $96,436.78. The final contract cost for this project is $1,780,636.62 or 16.8% below the approved contract budget of $2,140,484.40. The total retention is in the amount of $89,031.83, 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 $1,780,636.62. This project was included in the FY 2022-23 Capital Improvement Program budget, and was funded by RMRA, Measure M2, and Gas Tax Funds (Account No. 24-9806-590181).

Attachments

Att1of4 Memo to Finance.pdf

Att2of4 Final Report.pdf

Att3of4 Appendix A - Orangethorpe.pdf

Att4of4 Contractor Invoice.pdf

City of BUENA PARK

MEMORANDUM
Department of Public Works

DATE: December 12, 2023

TO: Adrian Garcia, Fiscal Services Manager

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

SUBJECT: ORANGETHORPE AVENUE REHABILITATION PROJECT

Amount: $96,436.78 Account No.: 24-9806-590181

Purchase Order: 240110

Contractor: HARDY & HARPER, INC.
32 RANCHO CIRCLE
LAKE FOREST, CA 92630

Payment Processed on Warrant Register: 12/20/2023

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 the final bill for the completed work and is entitled to a total to date payment in the amount of $101,512.40 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 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.

CC: Gloria Hernandez, Account Clerk

City of BUENA PARK

Memorandum

Department of Public Works

Capital Improvement Project Final Report

PROJECT		CONTRACTOR	
Orangethorpe Avenue Rehabilitation Project		Hardy & Harper, Inc.	
CONTRACT DATES		**CONTRACT COSTS**	
Advertisement:	06/13/2023	Original Project Cost:	$1,756,000.00
Contract Awarded:	07/11/2023	Contingency:	$175,000.00
Notice to Proceed:	09/05/2023	Total Budget:	$1,931,000.00
Work Completed:	11/17/2023	Appr. Change Orders:	$209,484.40
Total Days Used:	52	Revised Budget:	$2,140,484.40
		Total Project Cost:	$1,780,636.62

CONTRACTOR RATING

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

This project consisted of grind and overlay of 2.5 inches of asphalt concrete and various concrete repairs throughout the project limits.

On June 13, 2023, request for bids was advertised on Planwell. On June 29, 2023, bids were received. Hardy & Harper, Inc. was the lowest responsible bidder with the bid amount of $1,756,000.00. On July 11, 2023, a construction contract was awarded to Hardy & Harper, Inc.

Following contract execution, construction began on September 5, 2023. During construction, three change orders were approved in order to address poor pavement conditions. Change orders #1, #2 and #3 in the amount of $209,484.40 increased the contract amount to $2,140,484.40. The contractor accomplished all work, including punch list items by November 17, 2023.

CONTRACT CHANGE ORDERS:

CCO#1: This change order is to construct a concrete bus pad in front of City Hall.

CCO#2: This change order is to raise to grade manholes owned by OCSD.

CCO#3: This change order is to reconstruct the city-owned parking lot at the intersection of Auto Center Dr. and Commonwealth Avenue.

QUANTITY ADJUSTMENT:

Quantity Increases:	Various items of work:	$4,378.00
Quantity Decreases:	Various items of work:	$197,085.78

CONTRACT COSTS

The final quantities resulted in a total contract cost of $1,780,636.62. This represents $359,847.78 or 16.8% below the approved contract budget of $2,140,484.40. 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: Mina Mikhael, P.E., Director of Public Works/City Engineer

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

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

APPENDIX "A"

ORANGETHORPE AVENUE REHABILITATION PROJECT

CONTRACT

Original Contract Amount	$1,756,000.00
Council Approved Contingency Funds	$175,000.00
Approved Contract Amount	**$1,931,000.00**

CONTRACT ADJUSTMENTS

Contract Change Orders	
CCO#1 - Construct concrete bus pad in front of City Hall	$80,672.00
CCO#2 - Adjust OCSD manholes to grade	$31,500.00
CCO#3 - Reconstruct city-owned parking lot at Auto Center Dr. and Commonwealth	$97,312.40
Quantity Adjustments	
Increases	$4,378.00
Decreases	-$197,085.78
Total	**-$192,707.78**
Total Contract Adjustments	**$16,776.62**

CONTRACT EXPENDITURES

Value of Work Done Previously	$1,679,124.22
Value of Work Done This Period	$101,512.40
Subtotal	**$1,780,636.62**
Less Total Retention	-$89,031.83
Less Previous Payments	-$1,595,168.01
Total amount Due This Payment	**$96,436.78**
Total Retention	**$89,031.83**

PROJECT SUMMARY

Original Contract Amount	$1,756,000.00
Council Approved Contingency Funds	$175,000.00
Approved Change Orders	$209,484.40
Revised Contract	**$2,140,484.40**
Cost of Work Completed to Date	$1,780,636.62
Amount under the Approved Contract Amount	**$359,847.78**
Percentage under the Approved Contract Amount	**16.81%**

Hardy & Harper, Inc.
asphalt paving contractor
STATE LIC. Number 215952
32 RANCHO CIRCLE
LAKE FOREST, CA 92630
(714) 444-1851 • FAX (714) 444-2801

Contract Invoice

INVOICE 49944

DATE 11/17/2023

JOB # 23719

Billed To:
CITY OF BUENA PARK
6650 BEACH BLVD.
P.O. BOX 5009
BUENA PARK CA 90622-5009

PROJECT
ORANGETHORPE AVENUE REHABILITATION PR
VL: ORANGETHORPE AVE, WESTERN AVE, STA
BUENA PARK CA 90620

Due Date: 12/17/2023 **Terms:** 30DY **Contract / PO#**

Description	Amount
PAY APP #3	
SEE ATTACHED SCHEDULE OF VALUES	101,512.40

Notes:

Invoice Total:	101,512.40
Retention:	5,075.62
Amount Paid:	0.00
Amount Due	**96,436.78**

Public Contract Code 20104.5. Prompt Payment By Local Governments To Contractors

Upon receipt of this payment request, each local agency shall act in accordance with the following; Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor no later than seven days, after receipt. A request returned shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper. Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision(a) of Section 685.010 of the Code of Civil Procedure and the interest shall accrue at 10%(0.833%/month). Within 60 days after the date of completion of the work improvement, the retention witheld by the public entity shall be released. In the event that retention payments are not made within the time periods required by this section, the public entity shall be subject to a charge of 2% per month on the improperly witheld amount.

Hardy and Harper, Inc.
32 Rancho Circle Lake Forest, CA 92630
Office (714) 444-1851 Fax (714) 444-2801

ENGINEERING CONTRACTORS
STATE LICENSE #215952

CITY OF BUENA PARK
ORANGETHORPE AVENUE REHABILITATION PROJECT

DATE 17-Nov-23
PROGRESS 3
INVOICE NO.:
JOB LOCATION BUENA PARK

H&H JOB # 23719

ITEM NUMBER	DESCRIPTION	CONTRACT QUANTITY	UNIT MEASURE	QUANTITY OR % PREVIOUS	QUANTITY OR % THIS ESTIMATE	UNIT PRICE	AMOUNT THIS ESTIMATE	TOTAL QUANTITY OR % TO DATE	TOTAL AMOUNT TO DATE
	Schedule A - Orangethorpe Ave from Western Ave to Stanton Ave								
1	TRAFFIC CONTROL	1	LS	1.00		$ 157,829.00	$ -	1.00	$ 157,829.00
2	SWPPP	1	LS	1.00		$ 6,825.00	$ -	1.00	$ 6,825.00
3	COLD MILL 2.5"	324,700	SF	320648.00		$ 0.48	$ -	320,648.00	$ 153,911.04
4	2.5" AC FINISH COURSE	4,910	TON	4727.02		$ 129.00	$ -	4,727.02	$ 609,785.58
5	COLD MILL & OVERLAY AND CONSTRUCT 9" THICK AC PAVEMENT	10,240	SF	8882.00		$ 15.00	$ -	8,882.00	$ 133,230.00
6	REMOVE EXISTING & CONSTRUCT CURB RAMP	14	EACH	11.00		$ 11,380.00	$ -	11.00	$ 125,180.00
7	REMOVE EXISTING & CONSTRUCT 4" THICK PCC SIDEWALK	1,030	SF	935.00		$ 17.00	$ -	935.00	$ 15,895.00
8	REMOVE EXISTING & CONSTRUCT DRIVEWAY APPROACH	690	SF	330.00		$ 24.00	$ -	330.00	$ 7,920.00
9	SURFACE APPLIED TRUNCATED DOMES	3	EACH	3.00		$ 1,270.00	$ -	3.00	$ 3,810.00
10	PAINT TRUNCATED DOME SURFACE BLUE	1	EACH	1.00		$ 735.00	$ -	1.00	$ 735.00
11	REMOVE EXISTING & CONSTRUCT CURB & GUTTER	880	LF	458.00		$ 102.00	$ -	458.00	$ 46,716.00
12	REMOVE EXISTING & CONSTRUCT CROSS GUTTER	320	SF	300.00		$ 32.00	$ -	300.00	$ 9,600.00
13	REMOVE EXISTING & CONSTRUCT PARKWAY DRAIN	5	EACH	5.00		$ 4,725.00	$ -	5.00	$ 23,625.00
14	ADJUST WATER VALVE	41	EACH	35.00		$ 1,310.00	$ -	35.00	$ 45,850.00
15	ADJUST MANHOLE	22	EACH	17.00		$ 1,310.00	$ -	17.00	$ 22,270.00
16	ADJUST STORM DRAIN MANHOLE	4	EACH	0.00		$ 1,310.00	$ -	0.00	$ -
17	ADJUST BELL/GTE MANHOLE	2	EACH	2.00		$ 1,310.00	$ -	2.00	$ 2,620.00
18	ADJUST MONITORING WELL	3	EACH	3.00		$ 1,310.00	$ -	3.00	$ 3,930.00
19	ADJUST PULLBOX	2	EACH	2.00		$ 1,310.00	$ -	2.00	$ 2,620.00
20	ADJUST WATER METER	1	EACH	1.00		$ 1,310.00	$ -	1.00	$ 1,310.00

21	ADJUST SEWER CLEANOUT	1	EACH	7.00		$ 1,310.00	$ -	7.00	$ 9,170.00
22	SIGNING & STRIPING	1	LS	1.00		$ 49,400.00	$ -	1.00	$ 49,400.00
23	INSTALL LOOP DETECTORS	97	EACH	97.00		$ 325.00	$ -	97.00	$ 31,525.00
24	RESET BENCHMARK/SURVEY MONUMENT	7	EACH	0.00	5.00	$ 840.00	$ 4,200.00	5.00	$ 4,200.00
25	CALTRANS PERMIT	1	LS	1.00		$ 1,575.00	$ -	1.00	$ 1,575.00
	Schedule B - Orangethorpe Ave at Knott Ave								
26	SWPPP	1	LS	1.00		$ 1,170.00	$ -	1.00	$ 1,170.00
27	COLD MILL 2.5"	4,900	SF	4680.00		$ 1.60	$ -	4,680.00	$ 7,488.00
28	2.5" AC FINISH COURSE	80	TON	76.71		$ 260.00	$ -	76.71	$ 19,944.60
29	COLD MILL & OVERLAY AND CONSTRUCT 9" THICK AC PAVEMENT	1,510	SF	286.00		$ 20.00	$ -	286.00	$ 5,720.00
30	REMOVE EXISTING & CONSTRUCT CURB RAMP	2	EACH	2.00		$ 11,400.00	$ -	2.00	$ 22,800.00
31	REMOVE EXISTING & CONSTRUCT 4" THICK PCC SIDEWALK	90	SF	80.00		$ 29.00	$ -	80.00	$ 2,320.00
32	REMOVE EXISTING & CONSTRUCT DRIVEWAY APPROACH	230	SF	225.00		$ 29.00	$ -	225.00	$ 6,525.00
33	REMOVE EXISTING & CONSTRUCT CURB & GUTTER	190	LF	180.00		$ 107.00	$ -	180.00	$ 19,260.00
34	REMOVE EXISTING & CONSTRUCT LONGITUDINAL OR PORTION	50	SF	40.00		$ 39.00	$ -	40.00	$ 1,560.00
35	REMOVE EXISTING & CONSTRUCT CURB DRAIN	3	EACH	0.00		$ 4,725.00	$ -	0.00	$ -
36	REMOVE & INSTALL BOLLARD	1	EACH	1.00		$ 1,260.00	$ -	1.00	$ 1,260.00
37	ADJUST INLET GRATE	1	EACH	1.00		$ 1,310.00	$ -	1.00	$ 1,310.00
38	ADJUST PCC PAD	1	EACH	1.00		$ 3,675.00	$ -	1.00	$ 3,675.00
39	ADJUST MANHOLE	1	EACH	1.00		$ 1,310.00	$ -	1.00	$ 1,310.00
40	REPLACE EXISTING STRIPING & CURB MARKING	1	LS	1.00		$ 2,900.00	$ -	1.00	$ 2,900.00
	Change Orders								
1	REMOBILIZATION	1	LS	1.00		$ 4,500.00	$ -	1.00	$ 4,500.00
	TRAFFIC CONTROL	1	LS	1.00		$ 4,000.00	$ -	1.00	$ 4,000.00
	R&R CURB & GUTTER	140	LF	145.00		$ 128.00	$ -	145.00	$ 18,560.00
	REMOVE EXISTING AC & CONSTRUCT 12" PCC BUS PAD	1,200	ESF	1200.00		$ 33.50	$ -	1,200.00	$ 40,200.00
	CONSTRUCT AC PATCH TO MATCH EXISTING GRADE	714	SF	1070.00		$ 10.50	$ -	1,070.00	$ 11,235.00
	ADJUST WATER VALVE	2	EACH	2.00		$ 1,310.00	$ -	2.00	$ 2,620.00
	ADJUST MANHOLE	1	EACH	1.00		$ 1,310.00	$ -	1.00	$ 1,310.00
	REPLACE STRIPING IN KIND	1	LS	1.00		$ 2,625.00	$ -	1.00	$ 2,625.00

2	ADJUST OCSD MANHOLES TO GRADE PER OCSD STANDARD DWG. S-050A, S-055, S-055A	9	EACH	9.00		$ 3,500.00	$ -	9.00	$ 31,500.00
3	PARKING LOT IMPROVEMENTS AT AUTO CENTER DRIVE AND COMMONWEALTH AVENUE PER DRAWINGS PROVIDED 10/24/23 (ATTACHED)	1	LS		1.00	$ 97,312.40	$ 97,312.40	1.00	$ 97,312.40
						SUB-TOTALPG1	$ 101,512.40		$ 1,780,636.62
						LESS RETENTION	$ 5,075.62		$ 89,031.83
						LESS BILLING(S)			$ -
						TOTAL AMOUNT DUE	$ 96,436.78		$ 1,691,604.79

Public Contract Code § 20104.50. Prompt Payment By Local Governments To Contractors.

Upon receipt of this payment request, each local agency shall act in accordance with the following:
Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor no later than seven days, after receipt. A request returned shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure and interest shall accrue at 10% (0.833%/month).

Within 60 days after the date of completion of the work of improvement, the retention withheld by the public entity shall be released. In the event that retention payments are not made within the time periods required by this section, the public entity shall be subject to a charge of 2 percent per month on the improperly withheld amount.

City of Buena Park

City Council Regular Meeting Agenda Report

FINAL PAYMENT FOR THE 2021-2022 AND 2022-2023 SEWER MAIN LINING PROJECT

Meeting	Agenda Group
Tuesday, December 12, 2023, 5:00 PM	CONSENT CALENDAR Item: 4F

Presented By	Prepared By
Mina Mikhael, P.E., Director of Public Works/City Engineer	Mina Mikhael, Director of Public Works/City Engineer

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Accept project as complete and approve final payment to Tunnelworks Services, Inc. in the amount of $13,617.06; and 2) Direct the Public Works Department to file a Notice of Completion.

PREVIOUS CITY COUNCIL ACTION

On February 14, 2023, the City Council approved a contract with Tunnelworks Services, Inc. in the amount of $790,897.50 plus $80,000 in contingency funds for a total project cost of $870,897.50.

DISCUSSION

The 2021-2022 and 2022-2023 Sewer Main Lining Project has been completed. This project consisted of rehabilitating old sewer mains with UV-cured glass reinforced plastic liners. These non-invasive improvements are much more cost effective compared to open trench pipe replacement and extend the life expectancy of sewer pipes significantly.

The contractor has submitted a bill for work completed as of November 20, 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 $13,617.06. The final contract cost for this project is $815,227.23. This figure is $55,670.27 or 6.4% below the approved contract budget of $870,897.50. The total retention is in the amount of $40,761.37, 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 $815,227.23. This project was included in the FY 2022-23 Capital Improvement Program budget, and was funded by the Water Enterprise Fund (Account No. 52-9806-490015).

Attachments

Att1of4 Memo to Finance.pdf

Att2of4 Final Report.pdf

Att3of4 Appendix A - Sewer Main Lining.pdf

Att4of4 - Contractor Invoice.pdf

City of BUENA PARK

MEMORANDUM
Department of Public Works

DATE: December 12, 2023

TO: Adrian Garcia, Fiscal Services Manager

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

SUBJECT: 2021-2022 AND 2022-2023 SEWER MAIN LINING PROJECT

Amount: $13,617.06 Account No.: 52-9806-490015

Purchase Order: 230384

Contractor: TUNNELWORKS SERVICES, INC.
13502 WHITTIER BLVD., STE. 165
WHITTIER, CA 90605

Payment Processed on Warrant Register: 12/20/2023

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 the final bill for the completed work and is entitled to a total to date payment in the amount of $14,333.75 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 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.

CC: Gloria Hernandez, Account Clerk

City of BUENA PARK

Memorandum

Department of Public Works

Capital Improvement Project Final Report

PROJECT		CONTRACTOR	
2021-2022 AND 2022-2023 Sewer Main Lining Project		Tunnelworks Services, Inc.	
CONTRACT DATES		**CONTRACT COSTS**	
Advertisement:	12/19/2022	Original Project Cost:	$790,897.50
Contract Awarded:	02/14/2023	Contingency:	$80,000.00
Notice to Proceed:	05/01/2023	Total Budget:	$870,897.50
Work Completed:	11/20/2023	Appr. Change Orders:	$24,329.73
Total Days Used:	120	Total Project Cost:	$815,227.23

CONTRACTOR RATING

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

This project consisted of installing UV-cured glass reinforced plastic liner in various locations throughout the City.

On December 19, 2022, request for bids was advertised on Planwell. On January 18, 2023, bids were received. Tunnelworks Services, Inc. was the lowest responsible bidder with the bid amount of $790,897.50. On February 14, 2023, a construction contract was awarded to Tunnelworks Services, Inc.

Following contract execution, construction began on May 1, 2023. During construction, one change order was approved to include an additional stretch of pipe to be lined.

CONTRACT CHANGE ORDERS:

CCO#1: This change order is to install UV liner on a section of failing sewer pipe on 8th St.

CCO#2: This change order is to install additional UV liner on McClellan Way.

QUANTITY ADJUSTMENT:

Quantity Increases:	Various items of work:	$3,702.25
Quantity Decreases:	Various items of work:	$2,968.50

CONTRACT COSTS

The final quantities resulted in a total contract cost of $815,227.23. This represents $55,670.27 or 6.4% below the approved contract budget of $870,897.50. 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: Cesar Ortiz, P.E., Principal Engineer

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

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

APPENDIX "A"

2021-2022 and 2022-2023 Sewer Main Lining Project

CONTRACT

Original Contract Amount	$790,897.50
Council Approved Contingency Funds	$80,000.00
Approved Contract Amount	**$870,897.50**

CONTRACT ADJUSTMENTS

Contract Change Orders	
CCO#1 - Install UV liner on 8th Street	$10,027.48
CCO#2 - Install UV liner on McClellan Way	$10,600.00
Quantity Adjustments	
Increases	$3,702.25
Decreases	-$2,968.50
Total	**$733.75**
Total Contract Adjustments	**$21,361.23**

CONTRACT EXPENDITURES

Value of Work Done Previously	$800,893.48
Value of Work Done This Period	$14,333.75
Subtotal	**$815,227.23**
Less Total Retention	-$40,761.36
Less Previous Payments	-$760,848.81
Total amount Due This Payment	**$13,617.06**
Total Retention	**$40,761.36**

PROJECT SUMMARY

Original Contract Amount	$790,897.50
Council Approved Contingency Funds	$80,000.00
Total Contract Amount	$870,897.50
Approved Change Orders	$20,627.48
Cost of Work Completed to Date	$815,227.23
Amount under the Approved Contract Amount	**$55,670.27**
Percentage under the Approved Contract Amount	**6.39%**

Tunnelworks Services Inc.

13502 H Whittier Blvd. Suite 165
Whittier, CA 90605
(562)201-4036
tunnelworks@gmail.com

Tunnelworks Services Inc. Lic.963734

CCTV Inspection / Trenchless Pipeline U-V Sectional Repair

INVOICE

BILL TO
Frank Moore
City of Buena Park
6955Aragon Circle
Buena Park, CA 90622-5009

INVOICE	2015
DATE	11/20/2023
TERMS	Net 30
DUE DATE	12/20/2023

ACTIVITY	QTY	RATE	AMOUNT
Project Name: 2021-22 & 2022-23 Sewer Main Lining At Various Locations			
City of Buena Park			
Sales Bid Item# 7 - Reline Existing 8-inch Sewer Main Western Ave UV CIPP	-52	40.00	-2,080.00
Sales Bid Item#27- Perform 8-inch Pre & Post CCTV Inspections	-50	1.25	-62.50
Sales Bid Item#28 - Perform 8-inch Heavy Cleaning	-63	2.00	-126.00
Sales Bid Item #29 - Reinstate Lateral Seals	-14	50.00	-700.00
Sales Bid Item #31 - Pressure Grout	200	15.00	3,000.00
Sales CO#2- Reline 8-inch Existing Sewer Main in McClellan Way UV CIPP	265	40.00	10,600.00
Sales CO#3- Quantity Adjustment Reline 8-inch Existing Sewer Main Western Ave UV CIPP Item 7	52	40.00	2,080.00
Sales CO#4- Quantity Adjustment 8-inch Pre & Post CCTV Item 27	317	1.25	396.25
Sales CO#5- Quantity Adjustment 8-inch Heavy Cleaning Item 28	63	2.00	126.00
Sales CO#6- Quantity Adjustment Reinstate Lateral Seals Item 29	22	50.00	1,100.00
5% Retainage 5 percent retainage	1	-716.69	-716.69

BALANCE DUE **$13,617.06**

City of Buena Park

City Council Regular Meeting Agenda Report

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH ECONOMICS, INC. FOR SB 1383 PROGRAM SUPPORT AND OUTREACH

Meeting	Agenda Group
Tuesday, December 12, 2023, 5:00 PM	CONSENT CALENDAR Item: 4G

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) Approve Amendment No. 1 to the Professional Services Agreement with EcoNomics, Inc. for SB 1383 Program-related outreach and implementation; 2) Approve a budget amendment in the amount of $9,930 of CalRecycle grant funds for this purpose; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; and, 4) Authorize the City Manager and City Clerk to execute the amendment.

PREVIOUS CITY COUNCIL ACTION

On July 26, 2022, EcoNomics, Inc. was awarded a contract in the amount of $93,950 for consulting services to implement Buena Park's Edible Food Recovery Program, in compliance with mandates of Senate Bill 1383. This contract expires on December 31, 2023. Associated costs were paid in full with grant proceeds from CalRecycle (Account No. 21-196916-9806).

On October 10, 2023, EcoNomics, Inc. was awarded a contract in the amount of $94,905 for consulting services for January 1, 2024 to December 31, 2024. Associated costs were included in the adopted FY 2023-25 budget for this purpose (Account No. 11-190137-9806).

DISCUSSION

California's Short-Lived Climate Pollutant Reduction law, often called 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 City's role in this regard is to facilitate the collection of edible food by educating edible food producers on their legal responsibilities and to obtain and report to the State the quantities of edible food that are diverted from the waste stream and amounts provided to food recovery organizations. Since July of 2022, EcoNomics, Inc. has designed and implemented the City's SB 1383 Program, including developing an outreach and education program, a recordkeeping program, and facilitating relationships with edible food producers and edible food recovery organizations. EcoNomics, Inc. completed the outlined tasks and budget on October 31, 2023, ahead of the agreement expiration date of December 31, 2023. Due to a high rate of current non-compliance of Tier 1 and Tier 2 food generators, the City desires to have EcoNomics, Inc. continue its outreach and notifications prior to enforcement starting January 1, 2024. The proposed

amendment to the original PSA will extend EcoNomics, Inc.'s budget to include fees for services for November and December 2023 in the amount of $9,930.

BUDGET IMPACT

The cost of this contract extension in the amount of $9,930 will be fully funded with grant proceeds previously obtained from CalRecycle (Account No. 21-196916-9806).

Attachments

EcoNomics Amendment 1 - Edited by CC.pdf

BP Proposal 11082023.pdf

PSA_EcoNomics_06-16-22 db _ gr edits 08.03.2022.pdf

EcoNomics Edible Food Proposal_Updated 06282022.pdf

CITY OF BUENA PARK
Department of Public Works

Amendment No. 1 to Professional Services Agreement No. 22-21

PROJECT NAME: Edible Food Reuse Program.

SCOPE OF WORK: Development of Edible Food Reuse Program

CONSULTANT: EcoNomics, Inc.
832 Camino del Mar, Suite 1
Del Mar, CA 92014

This Amendment No. 1 to Professional Services Agreement No. 22-21, is dated November 27, 2023, and is between the City of Buena Park, a California municipal corporation ("City") and EcoNomics, Inc., a California Corporation ("Consultant").

RECITALS

WHEREAS, the City and Consultant previously entered into Professional Services Agreement No. 22-21, dated July 26, 2022 (the "Agreement"), pursuant to which City retained Consultant to provide assistance with developing and implementing edible food recovery programs mandated by California Senate Bill 1383, as the "Services" to be provided by Consultant are more specifically defined in the Agreement; and

WHEREAS, City and Consultant being mutually satisfied with each other's performance now desire to amend the Agreement to increase the maximum compensation that may be paid Consultant thereunder.

AMENDMENT

NOW THEREFORE, the parties agree as follows:

1. COMPENSATION. Section 5.0 of the Agreement (Compensation) is hereby deleted and replaced with the following:

> 5.0 COMPENSATION. As full and complete compensation for CONSULTANT's Services provided under this Agreement, CITY shall pay CONSULTANT the total "NOT-TO-EXCEED" amount of $103,880.00 at the rates described in *CONSULTANT's PROPOSAL* dated June 22, 2022, attached as Exhibit "A" to the Agreement. No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at a rate agreed to by the Parties in writing. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of the Agreement.

2. INCORPORATION. Except as expressly and specifically modified and amended by this Amendment, all terms and provisions of the Agreement shall remain unchanged and in full force and effect being incorporated fully herein by this reference.

CITY OF BUENA PARK A Municipal Corporation	CONSULTANT EcoNomics, Inc.
BY: _____ Aaron France, City Manager	_____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

DATE: November 8, 2023

TO: Laurie Aubuchon
Management Analyst
Department of Public Works
City of Buena Park
6955 Aragon Circle
Buena Park, CA 90620

FROM: Trevor Blythe
Vice President
EcoNomics, Inc.

RE: Proposal for SB 1383 Implementation Assistance

Per the City's request, EcoNomics has developed the following scope of work to assist the City with continuing to implement programs mandated by SB 1383 for Nov and December of 2023. A description of each proposed task and a proposed not-to-exceed budget is enclosed.

Task 1: Edible Food Technical Assistance

SB 1383 requires the City to develop an edible food recovery program. Among other requirements, the law will require the City to conduct site inspections to all Tier 1 and 2 edible food generators to verify that they have edible food recovery programs in place. This effort, by definition, will require consulting staff to provide on-the-ground technical assistance for all Tier 1 and 2 generators coupled with a concerted marketing and outreach effort to notify generators of their compliance requirements. EcoNomics is currently assisting the City of Buena Park with this effort. During the inspections that began in 2023, EcoNomics has noted a high rate of non-compliance. Many generators, which include supermarkets, restaurants, hotels, hospitals, and venues, do not have existing infrastructure for edible food recovery programs and will need concerted technical assistance to attain compliance.

As part of this task, EcoNomics will conduct the following actions:

1. Identify non-compliant Tier 1 and 2 edible food recovery generators located within the City, as required by SB 1383.
2. Provide technical assistance to Tier 1 and 2 edible food generators to develop edible food recovery programs. Refer non-compliant generators to local food recovery organizations.
3. Compile SB 1383 edible food compliance report to City.
4. Refer non-compliant generators to local food recovery organizations
5. Attend bi-weekly meetings with city staff

In Q4 2023, EcoNomics will continue conducting site inspections to non-compliant Tier 1 and 2 generators to verify compliance. After the completion of this effort, EcoNomics will provide a listing of Tier 1 and 2 generators that are compliant and non-compliant to the City for possible enforcement action under Section 8.15.140 of the City's municipal code. Each Tier 1 and 2 generator will have a file in a cloud-based file-sharing system, such as Dropbox, that is shared between the City and EcoNomics. These files will contain the completed site inspection checklist, photos or copies of the edible food recovery contract, weight reports for edible food, and other files that will help verify compliance. These files are required to be kept per the SB 1383 implementation recordkeeping requirements and can be requested by CalRecycle at any time. This database can also be shared with code enforcement officials in an evidentiary capacity in case enforcement action is needed in 2024 to ensure compliance. Additionally, a summary table, in Excel, will be provided to the City to detail which Tier 2 generators have compliant edible food recovery programs, which need additional verification, and which need enforcement action. This listing will be provided to the City on a monthly basis to track progress towards full compliance.

Task 2: Food Recovery App

SB 1383 requires the City to develop an edible food recovery program. Among other requirements, SB 1383 will require the City to confirm that each Tier 1 and 2 generators have a written contract agreement with an edible food recovery organization. Careit is a digital food donation marketplace that matches any type of business with extra edible food to a nearby nonprofit. Nonprofits find donations in their area that match their food requirements and set up a pick-up or drop-off with the donor and their staff or volunteers. Through Careit's Executive User account, the city will be able to report and monitor data and track the California state waste reduction compliance status of edible food generators and food recovery organizations and services that reside within their geographic area. In November and December 2023, Economics can assist with implementing this application so that it will be 'live' in early 2024.

As part of this task, EcoNomics will conduct the following actions:

1. Attend meetings with Careit
2. Assist with the implementation of Careit, including identifying Food Recovery Organizations that will need to be trained on the platform and coordinating with them to use the system
3. Identifying Tier 1 and 2 accounts that should connect with the food recovery app
4. Assist with education and outreach material to all non-compliant accounts and encourage them to participate on the food recovery program

Task 3: Recordkeeping

EcoNomics will collaborate with EDCO and city staff to collect and maintain the City's SB 1383 Implementation Record in a shared folder structure and by using EDCO's too.

As part of this task, EcoNomics will conduct the following actions:

1. Identify and compile documentation for City's edible food recovery program
2. Generate a list of edible food recovery organizations and edible food recovery services
3. Identify commercial edible food generators
4. Upload supporting documentation into EDCO's system
5. Inspection documentation for each: edible food recovery organization/service and commercial edible food generators.

Proposed Budget

The table below shows the proposal project budget. EcoNomics may request minor adjustments of hours between tasks with prior City approval.

Proposed Buena Park Budget	Vice President	Project Manager	Program Coordinator	TOTAL STAFF HOURS per task*	TOTAL COST
	Blythe	Goulart	Ferrufino, Bevan		
	$180.00	$135.00	$105.00		
Task 1: Edible Food Technical Assistance					
Provide technical assistance to Tier 1 and 2 edible food generators to develop edible food recovery programs. Refer non-compliant generators to local food recovery organizations. Participate on bi-weekly meetings with city staff.	4	14	35	**53**	$ 6,285.00
Task 2: Food Recovery App					
Assist with implementing food recovery app and on-boarding of EFROs and EFGs	1	4	8	**13**	$ 1,560.00
Task 3: Recordkeeping					
Assist with implementation record development (lead by EDCO)	2	5	10	**17**	$ 2,085.00
Total:	**7**	**23**	**53**	**83**	**$ 9,930.00**

*Staff hours may be moved between tasks upon City approval.

DocuSign Envelope ID: 94646A26-E9BB-401A-80D7-B99FA22590E9

PROFESSIONAL SERVICES AGREEMENT

NO. 22-21

DATE: **July 26, 2022**

PROJECT: **Edible Food Reuse Program**

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: **Mina Mikhael**
Title: **Interim Director of Public Works**
Telephone: **(714) 562-3672**

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

THE CONSULTANT **EcoNomics, Inc.**
Name of Business

Representative: Name: **Trevor S. Blythe**
Title: **Vice President**
Telephone: **(858) 886-6657**

Address:

Mailing Address: **832 Camino del Mar, Suite 1**
Del Mar, CA 92014

TERM OF SERVICE:

Commencement Date: **July 26, 2022**

Completion Date: **December 31, 2023**

CONTRACT AMOUNT: **$93,950**

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

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

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This Professional Services Agreement ("Agreement") is dated **July 26, 2022**, and is between **EcoNomics, Inc.**, (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT 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 CONSULTANT as an independent contractor to perform the following services: To Develop an Edible Food Reuse Implementation Program (collectively, the "Project").

B. The CONSULTANT 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:

1.0 EMPLOYMENT OF CONSULTANT. The CITY shall engage the CONSULTANT and the CONSULTANT shall perform the services required under this Agreement.

2.0 SCOPE OF SERVICES. The CONSULTANT shall perform during the term of this Agreement, those services set forth in the *CONSULTANT*S *PROPOSAL* dated June 28, 2022, attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction. The CONSULTANT shall commence performance of the Services upon receipt of a written notice from the Designated Official authorizing the CONSULTANT 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 CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice 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.

4.0 TERM. The term of this Agreement shall commence on **July 26, 2022,** and shall remain in full force and effect until **December 31, 2023,** unless sooner terminated as provided in Section 10 of this Agreement.

5.0 COMPENSATION. As full and complete compensation for CONSULTANT's services provided under this Agreement, CITY shall pay CONSULTANT the total "NOT-TO-EXCEED" amount of Ninety-Three Thousand, Nine Hundred and Fifty Dollars (**$93,950)**, as set forth in the *CONSULTANT's PROPOSAL*. No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate agreed to by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

6.0 PAYMENT. Each month, the CONSULTANT shall submit invoices to the CITY for the services performed and any authorized reimbursable expenses incurred. The invoices shall describe in detail the services rendered during each day of the period, and shall show the days

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worked, personnel performing the services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. The CONSULTANT shall remit the invoices to the address for the CITY specified on page one of this Agreement. The CITY shall review all invoices and notify the CONSULTANT in writing within ten (10) business days of any disputed amounts. The CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. The CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to the CONSULTANT.

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

8.0 INDEPENDENT CONTRACTOR. The CONSULTANT is retained by the CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. The CONSULTANT shall be free to dispose of all portions of the CONSULTANT's time and activities that the CONSULTANT is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for the CITY's officers or employees. The CONSULTANT shall have no power to incur any debt, obligation or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. The CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and indemnify and hold the CITY harmless from any and all taxes, assessments, penalties and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. The CONSULTANT shall fully comply with applicable workers' compensation laws regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT shall indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

9.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the 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 CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the

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CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

Indemnity for COVID-19: As between the CONSULTANT and the CITY, the CONSULTANT expressly assumes any and all risks associated with providing these contract services in context of the COVID-19 pandemic, and the CONSULTANT'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 or any variants and the CONSULTANT's services under this Agreement.

Indemnity for Professional Services. To the fullest extent permitted by law, the CONSULTANT 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 (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith

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

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

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

11.0 SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety

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standards outlined by CAL OSHA. The CITY may issue restraint or cease and desist orders to the CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. The CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. The CONSULTANT shall immediately report to the CITY any hazardous condition noted by the CONSULTANT.

12.0 MANDATORY INSURANCE. The CONSULTANT shall maintain the following insurance coverage throughout the term of this Agreement, and, upon the CITY's request, the CONSULTANT shall provide the CITY with evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the forms and coverage amounts set forth in this Section 12.0.

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

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

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

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

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

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

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

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

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

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

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

(b) Additional Insured Endorsements shall not:

(1) Be limited to "Ongoing Operations";

(2) Exclude "Contractual Operations";

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

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

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

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

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

12.5 Other Insurance Provisions. The CONSULTANT and the CITY further agree as follows:

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

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

12.7 Verification of Coverage. The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the CITY or on such other forms approved by the CITY in writing, and amended to conform to the CITY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the CITY prior to the expiration of the affected coverages. The CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the CITY upon request.

12.8 Subcontractors. The CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Project by the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

13.0 WORK PRODUCT.

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

13.2 Ownership.

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

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

(c) The CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, the CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for the CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for the CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Project assigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

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

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

15.2 Permits and Licenses. The CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval , perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

15.5 Accomplishment of Project. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

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

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

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

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

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

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys’ fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable

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laws of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies.

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

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

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

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

15.17 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY’s request for proposals, if any, shall prevail.

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

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

CITY OF BUENA PARK

a California municipal corporation

DocuSigned by:
A69CA453C3B349B...
Signature

Name: Aaron France

Title: City Manager

EcoNomics

a California Corporation
Name of Business

DocuSigned by:
Trevor Blythe
1BD2F460C55747B...
Signature

Name: Trevor Blythe

Title: Vice President

DocuSigned by:
William O'Toole
018370B614EF4E3...
Signature

Name: William O'Toole

Title: President

* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.**

ATTEST:
(SEAL)

DocuSigned by:
Adria M. Jimenez MMC
13BEAF475C114B7...
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Christopher Cardinale
2E902860CD7A460...
Christopher G. Cardinale, City Attorney

DATE: June 28, 2022

TO: Doug Brodowski
Operations Manager
Department of Public Works
City of Buena Park
6955 Aragon Circle
Buena Park, CA 90620

FROM: Trevor Blythe
Vice President
EcoNomics, Inc.

RE: Proposal for SB 1383 Edible Food Recovery Implementation Assistance

Per the City's request, EcoNomics has developed the following scope of work to assist the City with implementing edible food recovery programs mandated by SB 1383 at 39 Tier 1 edible food generators and 63 Tier 2 edible food generators. The scope also includes assistance with marketing the edible food recovery program, developing an online reporting tool, and assistance with administering grant funding directly to edible food recovery organizations to procure cold storage assets. A description of each proposed task, a project timeline, and a proposed not-to-exceed budget (Table 1 on page 3) is enclosed.

Task 1. SB 1383 Edible Food Recovery Technical Assistance

SB 1383 requires the City to develop an edible food recovery program. As part of this task, EcoNomics will conduct the following actions:

1. Verify Tier 1 and Tier 2 edible food recovery generators located within the City, as required by SB 1383
2. Identify edible food recovery resources (i.e. pantries and food rescue organizations) within the City
3. Identify 'food runners' located outside the City that operate within the City
4. Call edible food recovery organizations to gather operating hours, materials desired, collection radius, etc. for publishing on City's state-mandated edible food recovery webpage
5. Develop edible food recovery brochure with information re: how to comply with SB 1383 edible food recovery requirements for Tier 1 and 2 generators (see Attachment 1 for example brochure developed by EcoNomics for the City of Tustin)

6. Develop state-mandated notification letter to Tier 1 and 2 generators (see Attachment 2 for example letter developed by EcoNomics and distributed in Laguna Niguel in 2021). Include link to online edible food recovery resource listing.
7. Develop self-reporting form to collect information on generator's best contact details and current food recovery activities, to be included with notification letter, as needed.
8. Conduct site visits to 39 Tier 1 and 63 Tier 2 edible food generators to verify SB 1383-compliant edible food recovery programs, as mandated by SB 1383. Tier 1 site visits will be conducted in 2022 and Tier 2 site visits will be conducted in 2023.
9. Provide technical assistance to Tier 1 and Tier 2 edible food generators to develop edible food recovery programs
10. Develop model edible food recovery agreement for use by edible food generators that do not have written agreement with edible food recovery agency, as required by SB 1383. Note: EcoNomics recommends coordination with the City Attorney's Office to confirm that the City is able to provide a template agreement and, if so, to develop appropriate legal language to include within the document to reduce potential City exposure.
11. Coordinate with County and local edible food recovery organizations to expand edible food recovery infrastructure, as needed
12. Coordinate with CalRecycle to confirm compliance and clarify requirements of SB 1383 edible food recovery programs, as needed
13. Compile SB 1383 edible food compliance reports
14. Schedule recurring meetings with City to develop program and monitor compliance

Task 2: SB 1383 Edible Food Recovery Online Dashboard Development

The City is developing an ordinance that would compel all Tier 1 and Tier 2 generators to participate in edible food recovery programs. Further, all edible food recovery organizations that operate within the City will be required to report on edible food volumes collected from entities within the City limits and from other jurisdictions. EcoNomics will assist the City in developing an online reporting tool that will allow these entities to provide quarterly reporting to the City on volumes of edible food recovered. This tool will feed into a City-maintained database that will aggregate edible food recovery tonnages that are required by SB 1383. This tool will also allow edible food recovery organizations and generators to login to the site and view previous reports submitted to the City.

Task 3: SB 1383 Edible Food Recovery Marketing

As a means to create a 'bandwagon' effect, EcoNomics recommends that a portion of the budget be set aside to develop a marketing campaign to promote edible food generators that are fighting food insecurity in the City. Recognizing these generators will raise awareness about food insecurity locally, may increase the number of residents that patronize recognized Tier 1 and Tier 2 businesses, and will encourage voluntary compliance by other businesses. The campaign can also highlight local food pantries and empower residents to make donations, volunteer at local food banks, and/or to patronize businesses that donate edible food to these entities. The campaign can make use of both traditional (newspaper ads; City Council recognition; newsletter articles; window

decals; etc.) and new media (targeted ad buys on social media platforms such as Facebook, Instagram, Nextdoor, Twitter; social media postings; website updates; etc.) to raise awareness and spotlight pantries and/or generators. Other marketing tactics will include:

1. Coordinate one virtual roundtable discussion with edible food generators and edible food recovery organizations to identify local solutions to food insecurity
2. Develop presentation to City Council to highlight the City's edible food recovery efforts, progress with SB 1383 compliance, opportunities for additional progress, coordination of regional efforts, etc.
3. Present at local restaurant association requirements of SB 1383 and tax benefits of edible food recovery programs.
4. Incorporation of Community-based Social Marketing best practices into digital campaign to raise community awareness and encourage a call to action.
5. Develop suggested content for City's edible food recovery webpage (example below):
    a. https://www.cityoflagunaniguel.org/1397/Edible-Food-Recovery

EcoNomics recommends that $2,000-$3,000 of grant funds be set aside for print and social media ad buys. These amounts are not included in our consulting budget.

Task 4: Assist with Administering Capital Grants to Food Pantries

The SB 170 grant allows for cities to provide capital equipment directly to edible food recovery organizations provided the City owns the equipment for five years and develops a lease agreement with the EFRO. In conversations with edible food recovery organizations throughout the County, EcoNomics has noted that cold storage is a key barrier to recovery organizations expanding their edible food recovery capacity. EcoNomics can assist the City in identifying cold storage capital needs, and other resource needs, for local food panties and can assist the City in administering grant funds efficiently and fairly to build additional cold storage capacity. EcoNomics has identified 4 edible food recovery organizations within the City. Our budget assumes that each facility would benefit from a $3,000 cold storage unit and includes $3,000 of consulting costs to administer the funds. The $12,000 capital cost of the cold storage units is not included in our consulting budget.

Project Timeline

EcoNomics staff are available to begin this project when grant funding becomes available on Jult 1, 2022. EcoNomics anticipates the following timeline:

PROPOSAL PROJECT TASK	RELATED MARKETING TASK / PROPOSED IDEAS
July 2022: Identify and verify Tier 1 and Tier 2 edible food recovery generators. Identify all edible food recovery organizations located in City and operating within City. Develop draft brochure, notification letter, and self-reporting form. Assist City with updating website to included edible food recovery landing page. Publish edible food recovery resources on City webpage.	• Create content for City website
August 2022: Develop template edible food recovery agreement and publish on website. Distribute letter to all edible food generators. Develop social media postings and campaign to launch with distribution of letter to generators. Coordinate with edible food recovery organizations to notify them that generators may reach out to them and to note recordkeeping requirements included in the City's ordinance. Identify cold storage needs and develop lease arrangement. Develop online generator and EFRO reporting portal.	• Develop marketing campaign • 1-2 social media posts to give T1 generators heads up leading up to letter distribution (1-2 hours) • Develop content for: Identify cold storage needs and develop lease arrangement. Ex. "Attention Buena Park Business Community: Do you want to help out your community? Do you have cold storage space…."
September 2022: Review results from self-reported programs. Coordinate with responsive generators to confirm programs. Coordinate with all Tier 1 generators to schedule site visits to verify edible food recovery programs. Develop online generator and EFRO reporting portal. Order cold storage equipment.	• After confirming programs, develop content to highlight them. Interview multiple best practice-compliant generators to get a story which can be told via a photo with caption or 30 second iPhone video • Examples: Valley Vista Services highlights Starbucks, LA zero waste nonprofit highlights cafe • "Want to vote with your dollar? 5 restaurants to support in Buena Park" Ex. 1 • Highlight a newcomer to the EFR program! – IG Example: Ocean Friendly Restaurants
October – December 2022: Conduct site visits to all Tier 1 generators to verify programs. Provide technical assistance to generators that do not comply. Compile data for City's interim report to CalRecycle due October 1, 2022. Begin coordination of delivery of cold storage equipment after obtaining signatures from EFROs. Hold Council workshop and other community presentations included in Task 2. Launch online reporting portal.	• Develop content to promote community presentations

January 2023 – June 2023: Notify Tier 2 generators of edible food recovery requirements. Conduct site visits to all Tier 2 accounts. Provide technical assistance to implement edible food programs.	• 1-2 social media posts to give T2 generators heads up
July 2023 – December 2023: Final notification to non-compliant generators prior to City enforcement. Follow-up with non-compliant generators to provide technical assistance. Refer non-compliant generators to City for enforcement.	

Table 1: Proposed Budget

	President	Vice President	Project Manager	Program Coordinator	Field	TOTAL STAFF HOURS*	TOTAL COST
	$225.00	$180.00	$135.00	$105.00	$80.00		
Task 1: SB 1383 Edible Food Recovery Technical Assistance	2	16	106	362	185	**671**	**$ 70,450.00**
Task 2: SB 1383 Edible Food Recovery Online Dashboard Development	2	8	48	20	8	**86**	**$ 11,110.00**
Task 3: SB 1383 Edible Food Marketing	4	6	32	20	12	**74**	**$ 9,360.00**
Task 4: Assist with Administering Capital Grants to Food Pantries	0	10	6	4	0	**20**	**$ 3,030.00**
TOTAL	**8**	**40**	**192**	**406**	**205**	**851**	**$ 93,950.00**

*Staff hours may be moved between tasks upon City approval.

Thank you for your consideration.

Trevor S Blythe
Vice President
EcoNomics, Inc.
206 West Fourth Street
Suite 429
Santa Ana, California 92701

Attachment 1: Edible Food Recovery Brochure Example Developed for the City of Tustin

What is food recovery? What am I required to do?

What - Senate Bill 1383 (SB 1383) is a new California law that requires businesses, who produce food, to donate the maximum amount of edible food they would otherwise throw away, to food recovery organizations.

Why? - Almost 1 in 4 Californians don't have enough to eat. Feeding hungry people through food recovery is the best use for edible food. Food recovery conserves resources and reduces the amount of organic waste in landfills. As food waste decomposes in the landfill, it creates large amounts of methane gas. Methane is a powerful greenhouse gas that traps heat in our atmosphere which is bad for our environment and climate. This law aims to prevent food waste from ending up in our landfills.

Who is affected?

SB 1383 requires some businesses that produce, sell, and serve food to donate excess edible food. These businesses are categorized into two tiers.

When?

Tier 1 is required to donate starting in 2022 and Tier 2 in 2024. Tier 1 businesses can help their communities now by starting to work with local food banks, food pantries, and other food recovery or hunger relief organizations and services.

Commercial Edible Food Generators

What does Tier 1 and Tier 2 mean?

Tier 1 Businesses
January 1, 2022

Tier 1 businesses typically have more fresh produce and shelf-stable items to donate. Examples of Tier 1 businesses are:

- Grocery Stores (larger than 10,000 sq. ft.)
- Super Markets
- Wholesale Vendors
- Food Service Providers
- Food Distributors

Tier 2 Businesses
January 1, 2024

Tier 2 businesses typically have more prepared foods to donate, which often require careful handling to meet food safety requirements (e.g. time and temperature controls). Examples of Tier 2 businesses are:

- Restaurants (larger than 5,000 sq. ft. or 250+ seats)
- Hotels (with onsite food facility & 200+ rooms)
- Local Education Agencies (with onsite food facility)
- State Agency Cafeterias
- Large Venue and Events
- Health Facility (with onsite food facility & 100+ beds)

What is a food recovery organization or service?

- Food banks
- Food pantries
- Soup kitchens
- Other non-profits that distribute food to people in need/hunger relief organizations
- Food runners
- For-profit food recovery services

How do I comply?

- Identify edible food to donate at your business
- Set up a regular food donation or collection schedule with a food recovery organization or service
- Establish a written agreement or contract with the food recovery organization
- Maintain records of food donation activities including schedules for food donation deliveries or collections, pounds of food donated per month, and types of food each organization will receive, submit to City upon request

Per SB 1383, the City or its representative may inspect the business and request records of the above.

What food recovery organizations can I donate food to?

There is a growing number of organizations – both charitable and for profit – that are working to recover edible food to provide low or no-cost meals to families in need. For a full list of organizations located in the City of Tustin, please visit the City's website at www.tustinca.org/1289/Edible-Food-Donation. Connect with an organization today to support your community and comply with SB 1383!

Major food donation organizations in Orange County

- **Orange County Rescue Mission** - www.rescuemission.org
- **Abound Food Care** - www.aboundfoodcare.org
- **Chefs to End Hunger** - www.chefsendhunger.org
- **Community Action Partnership of Orange County Food Bank** - www.capoc.org
- **Food Finders** - www.foodfinders.org
- **Second Harvest** - www.feedoc.org

Good Samaritan Law

When you are giving food to food banks and other nonprofit organizations, you're protected from criminal and civil lawsuits by the Bill Emerson Good Samaritan Food Donation Act, a federal law signed by President Bill Clinton in 1996.

California Civil Code Section 1714.25 (a) states: "Except for injury resulting from negligence or a willful act in the preparation or handling of donated food, no food facility that donates any food that is fit for human consumption at the time it was donated to a nonprofit charitable organization, or a food bank shall be liable."

Attachment 2: Notification Letter

August 2, 2021

RE: New State and City Edible Food Recovery Requirements

To Whom It May Concern:

The City is required by California state law Senate Bill 1383 (SB 1383) to notify your business of the new regulations that will make it mandatory for certain food service establishments to have an edible food donation program in place. Further, as required by SB 1383, the City adopted a local ordinance that becomes effective January 1, 2022, that requires certain establishments to have edible food recovery programs. These state and local regulations stipulate that all Tier 1 edible food generators, defined as grocery stores, supermarkets, food distributors, and wholesale food vendors, must recover the maximum amount of edible food that would otherwise be disposed of, starting January 1, 2022. Your business meets the criteria of a Tier 1 edible food generator in the City and is required to have an edible food recovery program on or before January 1, 2022. SB 1383 does not require all excess edible food to be donated. It does, however, require your business to do the following:

- Edible food generators shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or service.
- Edible food generators are allowed to give away excess food to employees, take it home for personal use, give it away to customers, etc.
- Edible food generators must recover (for human consumption) the maximum amount of edible food that would otherwise be disposed of. This can be accomplished by *donating or paying for the food to be recovered* by a food recovery organization or service, which includes, but is not limited to food banks, food pantries, soup kitchens, for-profit food recovery services, and other non-profits that distribute food to people in need.

It is the City's understanding that many grocery stores have long-established edible food recovery programs. However, if your business will need to implement a program in order to comply with these regulations, the City has developed a webpage that contains a listing of local food recovery agencies that your business may find helpful. The webpage also contains additional information regarding the edible food recovery requirements. The webpage can be accessed here: https://www.cityoflagunaniguel.org/1397/Edible-Food-Recovery.

In order to verify that your business is in compliance with SB 1383 and local requirements, the City is requesting that you provide the City with a contract or written agreement information for food recovery services at your business by no later than **October 31, 2021**. You may submit this written agreement to the City as an attachment to an email sent to the following email address: works@cityoflagunaniguel.org.

In 2022 and moving forward, state and local law requires the City to monitor compliance by performing annual inspections to review the following records:

- Contract or written agreement information for food recovery services
- Schedules for food recovery deliveries or collections
- Quantity of food recovered in pounds per month

- Types of food each food recovery organization will receive or collect

Please make sure to maintain these records as the City will be requesting this information annually beginning in 2022. The City will be required to report this information to the state annually.

The City thanks you for your efforts in complying with state and local requirements as well as reducing food insecurity in our community. Please do not hesitate to contact me at (949) 362-4313 should you have any questions.

Sincerely,

Russell Narahara
Senior Management Analyst
Public Works Department
City of Laguna Niguel

City of Buena Park

City Council Regular Meeting Agenda Report

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH KNOWLAND CONSTRUCTION SERVICES, INC. FOR DSA REQUIRED IN-PLANT INSPECTION SERVICES

Meeting	Agenda Group
Tuesday, December 12, 2023, 5:00 PM	CONSENT CALENDAR Item: 4H

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

Approved By
Aaron France, City Manager

RECOMMENDED ACTION

1) Approve Amendment No. 1 to Professional Services Agreement (PSA) No. 23-11 with Knowland Construction Services, Inc. to perform additional Department of the State Architect (DSA) required inspection services for the Whitaker School Park Project in the amount of $29,400; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; 3) Authorize the City Manager and City Clerk to execute the amendment; and, 4) Approve a reallocation from the approved construction contingency to construction engineering in the amount of $140,000.

PREVIOUS CITY COUNCIL ACTION

On May 23, 2023, the City Council adopted a resolution approving plans and specifications for the Whitaker School Park Project and awarded a contract to Urban Habitat in the amount of $4,838,097.84 to construct the park.

DISCUSSION

The Whitaker School Park Project is currently under construction. Since this project is under the purview of the Department of the State Architect (DSA), the City is required to perform special inspections for certain structures that will be installed at the park. Specifically, the City is required to retain DSA-approved inspection consultants to perform material testing, and manufacturing inspection services for the shade structures and the modular restroom structures.

On September 7, 2023, the City entered into a professional services agreement with Knowland Construction Services, Inc. to provide the in-plant inspection services for the shade structure and restroom material testing services. This PSA is in the amount of $54,600, and was awarded under the City Manager's signing authority.

Since that time, the DSA has issued additional requirements for the City to retain a consultant to perform in-plant inspection services for the modular restroom manufacturing process. City staff requested that Knowland Construction Services, Inc. provide a cost proposal to expand their existing scope to perform the DSA-required inspection services. This cost proposal is in the amount of $29,400. The total cost of PSA 23-11 and Amendment No. 1 is $84,000, which is over the City Manager’s $80,000 signing authority.

Since the DSA-approved inspection must occur while the modular restroom is being manufactured, the approval of this Amendment No. 1 became a time sensitive item. In order to not delay the project, the City Manager approved Amendment No. 1 to PSA 23-11 under City Council Policy Number 13 to expand the inspection services scope of work. This approval was executed with the condition that the City Council approve this Amendment No. 1 at the upcoming Council Meeting.

Staff recommends ratifying Amendment No. 1 to PSA 23-11 to formally adopt this expanded scope for PSA 23-11.

In addition, staff is requesting a budget reallocation in the amount of $140,000 from the approved construction contingency to the engineering contingency to perform this work and other required construction engineering services/activities.

BUDGET IMPACT

This amendment is in the amount of $29,400. The approved construction contingency has a balance of $400,000, and has the funds required to complete the budget reallocation of $140,000.

Attachments

Amendment No. 1 PSA 23-11.pdf

Restroom Inspection Proposal.pdf

PSA 23-11 - Executed.pdf

AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT 23-11

This Amendment to Professional Services Agreement No. 23-11 ("Amendment") is dated as of November 29, 2023, and is between the City of Buena Park, a California municipal corporation ("CITY") and KNOWLAND CONSTRUCTION SERVICES, INC. ("CONSULTANT"). CITY and CONSULTANT are at times referred to herein jointly as the "Parties" and individually as a "Party."

WHEREAS, the Parties previously entered into a Professional Services Agreement dated September 7, 2023, (the "Agreement"), pursuant to which CITY retained CONSULTANT to provide inspection services certified by the Division of the State Architect ("DSA") for the Whitaker School Park Project, as such "Services" are more specifically defined in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to expand the Services to be provided by CONSULTANT to include DSA-approved inspection services during the manufacturing of certain modular restroom structures to be used in the Whitaker Park Project.

NOW THEREFORE, the Parties hereto agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated as a material part of this Amendment.

2. **ADDITIONAL SERVICES.** In addition to the Services defined in Section 2 of the Agreement, CONSULTANT shall perform those additional services set forth in the CONSULTANT's "Proposal for In-Plant Inspection" services, attached to this Amendment as Exhibit "A" ("Additional Services"), all to CITY's reasonable satisfaction. CONSULTANT shall commence performing the Additional Services upon receipt of a written notice from CITY authorizing CONSULTANT to proceed, and only to the extent of such authorization. CITY may, from time to time, request further changes in the scope of services to be performed by CONSULTANT under this Agreement. Such changes shall be in the form of a further written amendment to the Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3. **COMPENSATION.** Subject to the maximum compensation amount hereafter provided, the CITY shall compensate CONSULTANT for the Additional Services at the rates set forth in Exhibit "A" to this Amendment, provided that the maximum total "NOT-TO-EXCEED" compensation that may be paid CONSULTANT under this Amendment, including reimbursement for expenses, if any, is $29,400.00.

4. **INCORPORATION.** Except as expressly amended herein this Amendment, all other terms and provisions of the Agreement shall govern this Amendment and remain in full force and effect, being deemed incorporated fully herein by this reference.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment as of the date first set forth above.

CITY OF BUENA PARK
a California Municipal Corporation

BY: _____
Aaron France, City Manager

KNOWLAND CONSTRUCTION SERVICES, INC.,

_____
Chris Knowland, President

_____
Diane Knowland, Chief Executive Officer

ATTEST:

BY: _____
Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

BY: _____
Christopher Cardinale,
City Attorney

Knowland
CONSTRUCTION SERVICES

DSA INSPECTORS

PROPOSAL FOR IN-PLANT INSPECTION

SCHOOL DISTRICT:	**City of Buena Park**
INSPECTORS:	**Kazem Elshafie (or other approved IOR/PE, as required)**
PROJECT:	**Whitaker School Park Project #04-120094**
DURATION:	**(2) Months; 210 hours (November 2023- December 2023) Part-Time**
RATE:	**Class 1: $140.00/hr.**
TOTAL ESTIMATE:	**$29,400.00 NTE**

**Hourly Rate increase of $3 at the start of every January of the construction/ contract period.*

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 through 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.

2. Represent the District under the guidance of the designee of the District Superintendent.

3. Attend all planning, pre-construction conference, project meetings, or meetings as required by the District.

4. Monitor and observe all special inspections performed by the Districts contracted testing lab as required by the Testing and Inspections Sheet and as outlined in the

Project Specifications. Maintain and update a log specifying hours spent on the project by special inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests, and other tests as approved by the DSA field engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.

5. The District and the Inspector, Knowland Construction Services, shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of or connected with the provisions of this agreement and the contract documents.

6. The Agreement shall begin upon written notice by a representative of the District and remain in effect continuously until project closeout, unless terminated in writing. The Contract is intended to be an agency agreement and may be terminated in 15 days by either party with or without cause. This Agency Agreement shall be assigned to other schools within the District and shall apply to other Inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationships with Inspectors introduced to the District through Knowland Construction Services for a period of two (2) years after the dissolution of any contracts through Knowland Construction Services unless permission is granted prior to such relationships.

7. Knowland Construction Services shall maintain in effect a $4 million general liability insurance policy, Workman's Compensation as required, and full liability auto insurance as required. District requests for additional insurance shall be paid additionally by the District at current market rates.

8. City of Buena Park agrees to pay Knowland Construction Services the cost of project services billed at the rate as outlined in the fee schedule within 30 working days of receipt of invoice. KCS shall bill in (5) hour increments (to include drive time) for each site visit. Overtime shall be billed at 1 ½ times standard pay or per the local operator's union. The fee schedule shall escalate $3/hr. each January after the contract is approved. KCS will allocate (4) hours per month for KCS administrative fees/ Project Management oversight. Knowland Construction Services (Project Inspectors /Project Managers/ Engineers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The District shall provide all utility lines, office space and furniture on an off-site location. KCS at its own discretion may utilize project managers or project engineers to perform administrative, report writing, DSA Box, and other duties where it is in the interest of the project.

9. When an IOR is on vacation or unable to be at the project for reasons beyond his reasonable control, a Project Manager / Project Engineer will be assigned to oversee the project and shall be responsible for the accurate reporting of all activities to the inspector of record. Hours billed for inspection services shall include only hours worked in support of the project. Other billing arrangements may be as agreed in writing by the District.

Dated: October 31, 2023

Christopher Knowland

Christopher Knowland – KCS

Dated: October ____, 2023

Agent – City of Buena Park

DocuSign Envelope ID: 9C324290-05D1-4787-B920-B22D6DA55B3F

PROFESSIONAL SERVICES AGREEMENT

NO. 23-11

DATE: **07/13/2023**

PROJECT: **DSA Inspection Services for Whitaker School Park Project**

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: **Mina Mikhael**
Title: **Director of Public Works/City Engineer**
Telephone:

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

THE CONSULTANT **Knowland Construction Services, Inc**
Name of Business

Representative: Name: **Chris Knowland**
Title: **President**
Telephone: **(626) 786-4331**

Address: **33 Narcissa Dr**
Rancho palos Verdes, CA 90275

Mailing Address:

TERM OF SERVICE:

Commencement Date: **09/07/2023**

Completion Date: **06/30/2024**

CONTRACT AMOUNT: **$54,600**

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

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

DocuSign Envelope ID: 9C324290-05D1-4787-B920-B22D6DA55B3F

This Professional Services Agreement ("Agreement") is dated **September 7** 2023, and is between **Knowland Construction Services, Inc,** a California corporation (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT and the CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

RECITALS

A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to provide inspection services certified by the Division of the State Architect **for Whitaker School Park Project** (as further described herein the "Services").

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

The Parties therefore agree as follows:

1.0 EMPLOYMENT OF CONSULTANT. The CITY shall engage the CONSULTANT and the CONSULTANT shall perform the Servicesrequired under this Agreement.

2.0 SCOPE OF SERVICES. The CONSULTANT shall perform during the term of this Agreement, those Servicesset forth in the *Proposal for Project Inspectors from Consultant, dated June 20, 2023,* attached hereto as Exhibit "A" ("Consultant Proposal"), all to CITY's reasonable satisfaction. The CONSULTANT shall commence performance of the Services upon receipt of a written notice from the Designated Official authorizing the CONSULTANT 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 CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice from the Designated Official and shall perform the Services in a timely, diligent manner in accordance with the Schedule of Performance included in Exhibit A or as modified in the Notice to Proceed issued by CITY.

4.0 TERM. The term of this Agreement shall commence on **September 7, 2023**, and shall remain in full force and effect until **June 30, 2024**, unless sooner terminated as provided in Section 10 of this Agreement.

5.0 COMPENSATION. Subject to the maximum compensation amount hereafter provided, the CITY shall compensate the CONSULTANT for the term of this Agreement based on the rates set forth in the Consultant Proposal. The maximum, "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the CONSULTANT is entitled to receive pursuant to this Agreement is $**54,600**.

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

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

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

8.0 INDEPENDENT CONTRACTOR. The CONSULTANT is retained by the CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. The CONSULTANT shall be free to dispose of all portions of the CONSULTANT's time and activities that the CONSULTANT is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for the CITY's officers or employees. The CONSULTANT shall have no power to incur any debt, obligation or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. The CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and indemnify and hold the CITY harmless from any and all taxes, assessments, penalties and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. The CONSULTANT shall fully comply with applicable workers' compensation laws regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT shall indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

9.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the 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 CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

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9.1 Indemnity for Professional Services. To the fullest extent permitted by law, the CONSULTANT 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 (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

9.2 Indemnity. To the fullest extent permitted by law, the CONSULTANT 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 CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that the CONSULTANT 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 CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.**]**

9.3 Other Indemnities. Other than in the performance of professional services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, to protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all 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 CONSULTANT, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive

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

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

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

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

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

12.0 MANDATORY INSURANCE. The CONSULTANT shall maintain the following insurance coverage throughout the term of this Agreement, and, upon the CITY's request, the CONSULTANT shall provide the CITY with evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the forms and coverage amounts set forth in this Section 12.0.

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

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

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

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

(d) Professional Liability Insurance.

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

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

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

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

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

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

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

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

(b) Additional Insured Endorsements shall not:

(1) Be limited to "Ongoing Operations";

(2) Exclude "Contractual Operations";

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

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

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

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

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

12.5 Other Insurance Provisions. The CONSULTANT and the CITY further agree as follows:

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

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

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12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

12.7 Verification of Coverage. The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the CITY or on such other forms approved by the CITY in writing, and amended to conform to the CITY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the CITY prior to the expiration of the affected coverages. The CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the CITY upon request.

12.8 Subcontractors. The CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

13.0 WORK PRODUCT.

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

13.2 Ownership.

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

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obtain or attempt to obtain copyright protection as to any of the Work Product.

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

(c) The CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, the CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for the CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for the CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Services assigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

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

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior

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written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

15.2 Permits and Licenses. The CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval , perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

15.5 Accomplishment of Services. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

15.6 Captions for Convenience Only. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall

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be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

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

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

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

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

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies. **[IF THE AGREEMENT CALLS FOR SERVICES THAT, IN WHOLE OR IN PART, CONSTITUTE "PUBLIC WORKS," SUCH AS BOUNDARY SURVEY WORK, TOPOGRAPHICAL SURVEY WORK, RELOCATION WORK, CONSTRUCTION INSPECTION, TESTING AND OVERSIGHT SERVICES, SITE ASSEMBLY WORK, PRECONSTRUCTION TESTING AND INSPECTION SERVICES, INSTALLATION AND REMOVAL OF TEMPORARY FENCING AT PROJECT SITES, OR GEOTECHNICAL WORK (INCLUDING SOIL AND COMPACTION TESTING, FIELD TECHNICIAN OBSERVATION OF ALL TRENCHING AND BACKFILL OPERATIONS, AND FIELD TECHNICIAN INSTALLATION OF MONITORING DEVICES), USE THE FOLLOWING LANGUAGE AND INCLUDE EXHIBIT C:** Further, this Agreement may call for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," the CONSULTANT shall comply in all respects with the all applicable provisions of the California Labor Code, including those set forth in Exhibit C, attached hereto.**]**

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

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

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

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

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

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

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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

DocuSigned by:
A00CA453C3B349B...
Signature

Name: Aaron France

Title: City Manager

CONSULTANT*

Knowland Construction Services, Inc
Name of Business

DocuSigned by:
40AE430139B94B8...
Signature

Name: **Chris Knowland**

Title: **President**

DocuSigned by:
83D192B1FC704B0...
Signature

Name: **Diane Knowland**

Title: **Chief Executive Officer**

* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the ity authorize only one person to sign this Agreement on behalf of the corporation.**

ATTEST:
(SEAL)

DocuSigned by:
13BEAF475C1148B7...
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
2E902860CD7A460...
Christopher G. Cardinale, City Attorney

DocuSign Envelope ID: 9C324290-05D1-4787-B920-B22D6DA55B3F

Knowland Construction Services **June 20, 2023**

PROPOSAL FOR PROJECT INSPECTORS

CLIENT: **City of Buena Park**

INSPECTORS: **Mark Sarraffe / Austin Knowland / Katie Knowland / Chris Knowland (or other approved IOR/PE, as required)**

PROJECT: **Whitaker School Park Project #04-120094**

DURATION: **September 2023 – March 2024 7 months**

RATE: **$7,800.00 per month**

TOTAL ESTIMATE: **$54,600.00**

PROJECT INSPECTOR AGENCY AGREEMENT AND CONTRACT DUTIES:

1. Knowland Construction Services agrees to provide for continuous inspection of work for compliance with approved contract documents. Project Inspector duties as outlined in Title 24, Part 1, Chapter 4, Sections 4-333 thru 4-342 California Code of Regulations, including DSA Interpretive Regulations A-6, A-7, A-8, and as incorporated in the following paragraphs.

2. Represent the Client under the guidance of the designee of the District Superintendent. KCS shall attend all planning, pre-construction conference, project meetings, or meetings as required by the District.

3. Monitor and observe all Special Inspections performed by the Client's contracted Testing Lab as required by the Testing and Inspections Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by Special Inspectors. Perform or monitor testing for Torque, Epoxy, Pull Tests, and other tests as approved by the DSA Field Engineer. Knowland Construction Services shall assist in minimizing unnecessary costs for testing where possible.

4. The Agreement shall begin upon written notice by a representative of the Client and remain in effect continuously until project closeout, unless terminated in writing. This Agency Agreement shall be assignable to other projects and shall apply to other Inspectors / PM / PEs as requested and approved by the Client.

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The Client shall not employ, contract, or engage in business or mutually beneficial relationships with KCS personnel introduced to the Client through Knowland Construction Services for a period of two (2) years after the dissolution of any contracts through Knowland Construction Services unless permission is granted prior to such relationships.

5. Knowland Construction Services shall maintain in effect all required insurances listed in the City of Buena Park PLA.

6. KCS shall visit the site daily and communicate with the contractor for all days work is occurring on site and shall invoice in (5) hour increments (to include drive time, report writing and administration) for each site visit after initial scheduled work is complete. Overtime shall be billed at 1 ½ times standard pay or per the local operator's union. Fee's are inclusive of KCS management, administration, and work performed off-site in support of the project and DSA requirements. Knowland Construction Services (Project Inspectors /Project Managers/ Engineers) shall provide all necessary cell phones, laptop computers, digital cameras, and equipment necessary to maintain proper documentation and administrative functions throughout the duration of the project. The City shall provide all utility lines, office space and furniture as required. KCS at its own discretion may utilize project managers or project engineers to perform administrative, report writing, DSA Box, and other duties where it is in the interest of the project.

7. In the event the project is extended beyond the contracted schedule, additional work shall be prorated. A minimum of 2 hours per week shall be applied for DSA oversight and administration until the project is completed and certified by DSA. Other arrangements shall be as negotiated between the Client and Knowland Construction Services as necessary.

Christopher Knowland

Christopher Knowland – KCS
Knowland Construction Services

Agent – City of Buena Park

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EXHIBIT "B"

CALIFORNIA LABOR CODE COMPLIANCE

[Labor Code §§ 1720 *et seq.*, 1813, 1860, 1861, 3700]

If this Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code, then:

1. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Consultant agree to be bound by all the provisions thereof as though set forth in full herein.

2. Consultant shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to CITY prior to the Effective Date of this Agreement.

3. Consultant agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm), are on file with City, and are available to any interested party upon request. Consultant shall, as a penalty to the City, forfeit not more than two-hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by any subcontractor.

4. Pursuant to California Labor Code Section 1771.4, Consultant's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

5. Consultant shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Consultant and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Consultant is responsible for compliance with Section 1776 by itself and all of its subcontractors.

6. Consultant shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

7. Consultant shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours

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in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

8. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

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

Date 9/7/2023 | 10:45:57 AM PDT Signature DocuSigned by: Christopher Knowland 40AE430139B04B8...

DocuSign Envelope ID: 9C324290-05D1-4787-B920-B22D6DA55B3F

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2023

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
Cornerstone Specialty Insurance Services, Inc.
14252 Culver Drive, A299
Irvine CA 92604

CONTACT NAME: Aimee Guesno
PHONE (A/C, No, Ext): (714) 731-7700 **FAX (A/C, No):** (714) 731-7750
E-MAIL ADDRESS: aimee@cornerstonespecialty.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
KNOWLAND CONSTRUCTION SERVICES, INC.
33 Narcissa Drive
Rancho Palos Verdes CA 90275

COVERAGES **CERTIFICATE NUMBER:** 22/23 COVERAGES **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 [X] ADDT'L INSURED / PRIMARY [X] BLNKT WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	PSB0009795	12/15/2022	12/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ INCLUDED $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PSB0009795	12/15/2022	12/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			PSE0004801	12/15/2022	12/15/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] 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 Claims Made			RDP0049165	12/15/2022	12/15/2023	EACH CLAIM: ANNUAL AGGREGATE:	$2,000,000 $4,000,000

APPROVED
By Laurie Aubuchon at 9:48 am, Aug 21, 2023

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

Certificate Holder is Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER
City of Buena Park Public Works Dept.
6650 Beach Blvd.
Buena Park CA 90622

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

AUTHORIZED REPRESENTATIVE

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Policy Number: **PSB0009795** RLI Insurance Company

Named Insured: **Knowland Construction Services, Inc.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with “your work” and included within the “product-completed operations hazard”.

2. The insurance provided to the additional insured by this endorsement is limited as follows:

a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.

b. This insurance does not apply to the rendering of or failure to render any "professional services".

c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or

b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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Policy Number:**PSE0004801** RLI Insurance Company
Named Insured: **Knowland Construction Services, Inc.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

B. Additional Insured – Primary/Non-contributory
C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

B. Additional Insured – Primary/Non-contributory

Paragraph **K. Other Insurance** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph **L. Subrogation** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from
such recovery for the amount of all expenses incurred by us before apportionment

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/17/2023

PRODUCER Phone: (951)553-7400

Diamond Valley Insurance Services, Inc.
41856 Ivy Street # 108
MURRIETA, CA 92562
License #: 0H94716

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

KNOWLAND CONSTRUCTION SERVICES
33 NARCISSA DR
RANCHO PALOS VERDES, CA 90275-5927

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Mercury Casualty Company	38342
INSURER B:	State Compensation Insurance Fund	35076
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY / PRO-JECT / LOC					
A	Y	**AUTOMOBILE LIABILITY**	BA040000030888	12/07/2022	12/07/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**	1793826-2023	07/01/2023	07/01/2024	X WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder, its agents, representatives, employees are named as an additional insured per the Auto endorsement attached. 30 days notice of intent to cancel, except 10 days for non payment of premium.

CERTIFICATE HOLDER

City of Buena Park
6650 Beach Blvd
Buena Park, CA 90621

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ashley Baron (SMC)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage,** Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV – BUSINESSS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, the following is added:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
II. EMPLOYEES AS INSUREDS
III. AUTOMATIC ADDITIONAL INSURED
IV. EMPLOYEE HIRED AUTO LIABILITY
V. SUPPLEMENTARY PAYMENTS
VI. FELLOW EMPLOYEE COVERAGE
VII. ADDITIONAL TRANSPORTATION EXPENSE
VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
X. LOAN/LEASE GAP COVERAGE
XI. GLASS REPAIR – DEDUCTIBLE WAIVER
XII. TWO OR MORE DEDUCTIBLES
XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
XIV. WAIVER OF SUBROGATION
XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
XVIII. HIRED AUTO – COVERAGE TERRITORY
XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to $50 per day to a maximum of $1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

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X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
   a. The amount paid under the Physical Damage Coverage Section of the policy; and
   b. Any:
      (1) Overdue lease/loan payments at the time of the "loss";
      (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
      (3) Security deposits not returned by the lessor;
      (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      (5) Carry-over balances from previous loans or leases.

   The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

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

XII. TWO OR MORE DEDUCTIBLES

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) A member, if you are a limited liability company; or
(4) An executive officer or insurance manager, if you are a corporation.

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XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

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

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

(1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

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STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

1793826-23
RENEWAL
NA
2-13-92-82

EFFECTIVE JULY 1, 2023 AT 12.01 A.M.
AND EXPIRING JULY 1, 2024 AT 12.01 A.M.

KNOWLAND CONSTRUCTION SERVICES
33 NARCISSA DR
RANCHO PALOS VERDES, CA 90275

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JULY 5, 2023

2572

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

City of Buena Park

City Council Regular Meeting Agenda Report

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH ALLIED UNIVERSAL FOR JANITORIAL SERVICES

Meeting	Agenda Group
Tuesday, December 12, 2023, 5:00 PM	CONSENT CALENDAR Item: 4I

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 Amendment No. 1 to Professional Services Agreement with Allied Universal ('Allied') of Santa Ana, California, to provide janitorial services at City facilities for calendar year 2024 in the amount of $356,215.44; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; and, 3) Authorize the City Manager and City Clerk to execute the amendment.

PREVIOUS CITY COUNCIL ACTION

On October 25, 2022, the City Council approved a one-year professional services agreement with Allied with four potential one-year extensions to provide janitorial services at City facilities in the amount of $342,720, annually.

DISCUSSION

In August 2022, the City issued a formal Request for Proposals (RFP) for janitorial services. The RFP opportunity was posted on the City’s bid portal, PlanetBids, and posted in the City's designated public posting locations. Six (6) proposal responses were received in the City Clerk’s Office. Proposals were received from the following vendors: Allied Universal Janitorial; Base Hill, Inc.; Coastal Building Services; Dynamic Building Maintenance; Green Global Environmental; and Servicon Systems.

The proposals were initially reviewed by the Purchasing Manager for responsiveness. The proposals were then evaluated by an evaluation committee ('committee') comprised of internal subject matter experts in accordance with the evaluation criteria set forth in the RFP. The top three ranked finalists were invited to give presentations to the committee and also invited to submit a Best and Final Offer (BAFO) for pricing. In ranking order the finalists were: Allied Universal Janitorial Services; Servicon Systems; and Base Hill. Reference checks were performed and financials were reviewed by the City’s Director of Finance. Final ranking was completed 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 the award of the agreement of janitorial services to Allied Universal Janitorial Services.

The proposed agreement was in the amount of $342,720 ($28,560 per month) during the first year. This contract rate was an increase of $5,124 monthly over the previous monthly rate of $23,436. A significant part of this increase expanded the services to include a day porter service at the Ehlers Event Center and the Buena Park Community Center. This one-year agreement included provisions for four additional one-year extensions for a potential total term of five years.

Staff is satisfied with the performance of Allied during the first year of the agreement and recommends approving an additional year of services at the monthly rate of $29,684.62, for a total amount of $356,215.44 for calendar year 2024.

This report and agreement have been coordinated with the Purchasing Manager and the City Attorney.

BUDGET IMPACT

The cost of this agreement is $356,215.44 annually. This results in a monthly cost of $29,684.62. Funds have been budgeted for this purpose in the General Fund and the Facility Maintenance Fund in the following amounts:

Account No.	Amount
77-6240-170670	$234,000
11-6240-650306	$102,500
11-6240-875805	$28,000

There are adequate funds in these accounts to pay for janitorial services through December 31, 2024, without an additional budget appropriation.

Attachments

FINAL Amendment 1 to PSA 22-32 Allied Universal CC.pdf

Final Proposal Amendment 1.pdf

PSA 22-32 Signed.pdf

Proposal for PSA 22-32.pdf

CITY OF BUENA PARK
Department of Public Works

Amendment No. 1 to Professional Services Agreement No. 22-32

PROJECT NAME: Janitorial Services at City Facilities

SCOPE OF WORK: Provide the City of Buena Park with janitorial services

CONSULTANT: Allied Universal
1815 E. Wilshire Ave., Suite 912
Santa Ana, CA 92705

This Amendment No. 1 to Professional Services Agreement No. 22-32, is dated December 12, 2023, and is between the City of Buena Park, a California municipal corporation ("City") and Allied Universal, a limited liability company ("Contractor").

RECITALS

A. Whereas, the City and Contractor entered into Professional Services Agreement No. 22-32, dated October 25, 2022 (the "Agreement") under which City retained Contractor to provide and Contractor agreed to provide janitorial services at specified City facilities, as such "Services" are more specifically defined in the Agreement.

B. Whereas, Section 4 of the Agreement specifies that the initial term is scheduled to expire on December 31, 2023, and that the initial term may be extended by four (4) additional one (1) year periods.

C. Whereas, the City and Contractor (jointly at times hereinafter the "Parties") now desire to exercise the first such option and extend the term of the Agreement for one (1) additional year on the terms and conditions set forth in the Amendment.

AMENDMENT

NOW THEREFORE, the Parties agree as follows:

1. EXTENSION OF TERM. The initial term of the Agreement as specified in Section 4.0 is hereby extended for one (1) additional calendar year commencing on January 1, 2024 ("Effective Date") and expiring on December 31, 2024, unless sooner terminated as provided in Section 10 of the Agreement.

2. COMPENSATION. Commencing the Effective Date of this Amendment, the provisions of Section 5.0 (COMPENSATION) of the Agreement shall be deleted and replaced with the following:

5.0 COMPENSATION.

As full and complete compensation for the Services provided by Contractor during this Amendment, City shall pay Contractor the total "NOT-TO-EXCEED" monthly amount of $29,684.62, for a the total NOT-TO EXCEED" compensation to be Contractor during the one year term of this Amendment equaling the amount of $356,215.44. No claims for additional compensation shall be allowed unless authorized in advance by the City in writing. Any additional work or expenses authorized by the City shall be compensated at the rates set forth in Exhibit A to the Amendment, or if not specified, at a rate agree to by the Parties. The City shall make payment for additional services and expenses in accordance with Section 6.0 of the Agreement.

3. PRICING EXHIBIT SUPERSEDED. The Contractors' Proposal BAFO Pricing Form attached to the Agreement as Exhibit "B", is replaced and superseded by the pricing sheet attached as Exhibit "A" to this Amendment.

4. AGREEMENT INCORPORATED. Except as expressly modified and amended by this Amendment, all terms and provisions of the Agreement shall remain unchanged, in full force and effect, and are incorporated fully herein by this reference.

CITY OF BUENA PARK A Municipal Corporation	CONTRACTOR Allied Universal
BY: _____ Aaron France, City Manager	_____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT A TO AMENDMENT 1

ALLIED UNIVERSAL®
JANITORIAL SERVICES

1815 E. Wilshire Ave. #912
Santa Ana, CA 92705

JOB COST SHEET
for
City of Buena Park

CONTACT INFORMATION	
Contact Name	Joe Hunt
Company Name	City of Buena Park
Address	6650 Beach Blvd.
City, State, Zip	Buena Park, Ca 90621
Phone Number	714-562-3652
Mobile Number	
Email Address	jhunt@buenapark.com
Date	12/4/2023
Duration	1/1/2024 – 12/31/2024

BUILDING INFORMATION	
Property Names	City Hall Building, Public Works City Yard, Stage Stop Hotel, Ehlers Event Center, Buena Park Community Center, Buena Park Police Department
City, State, Zip	Buena Park, Ca 90621
Total Building Square Footage	198,028

NIGHT CLEANING SERVICES	
Full Building Cost per Month	$15,704.75
Cost per Square Foot	$0.1102
Vacancy Credit	$0.0937

DAY PORTER SERVICES	
Cost per Month	$13,979.87

	PROPOSED 2024 BUDGET

EXHIBIT A TO AMENDMENT 1

Cost per month total all Services	$ 29,684.62
4 percent increase over 2023	

Guaranteed base pay rate of at least $17/hr for all employees working onsite at City of Buena Park Facilities

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PROFESSIONAL SERVICES AGREEMENT

NO. **22-32**

DATE: **October 25, 2022**

PROJECT: **Janitorial Services at City Facilities**

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: **Mina Mikhael, P.E.**
Title: **Director of Public Works/City Engineer**
Telephone: **(714) 562-3670**

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

THE CONSULTANT **Allied Universal**
Name of Business

Representative: Name: **Rafael Sorto**
Title: **Regional Vice President**
Telephone: **(714) 923-3700**

Address:

Mailing Address: **1815 E. Wilshire Ave., Suite 912**
Santa Ana, CA 92705

TERM OF SERVICE:

Commencement Date: **January 1, 2023**

Completion Date: **December 31, 2023**

CONTRACT AMOUNT: **$342,720.00 (per year)**

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

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

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This Professional Services Agreement ("Agreement") is dated **October 25, 2022**, and is between **Allied Universal**, limited liability company (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT and the CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

RECITALS

A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to perform routine and recurring janitorial services at designated City facilities as more specifically described herein (collectively, the "Services").

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

The Parties therefore agree as follows:

1.0 EMPLOYMENT OF CONSULTANT. The CITY shall engage the CONSULTANT and the CONSULTANT shall perform the services required under this Agreement.

2.0 SCOPE OF SERVICES. The CONSULTANT 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 CONSULTANT shall commence performance of the Services upon receipt of a written notice from the Designated Official authorizing the CONSULTANT 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 CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice from the Designated Official and shall perform the Services in a timely, diligent manner in accordance with the Schedule of Performance included in Exhibit A.

4.0 TERM. The initial term of the Agreement shall be for one (1) year from the date that the Agreement is fully executed with the option to extend by four (4) additional one (1) year periods upon mutual written agreement of both parties and based upon acceptable performance by the Contractor, and subject to the same terms and conditions of the Agreement. Pricing is to remain firm for the first year of the contract term. Subsequent years will allow for the passthrough of demonstrated price increases based on the Orange County Consumer Price Index and / or minimum wage increases over the previous year of the Agreement. The City shall reserve the right to negotiate all requests for price increases.

5.0 COMPENSATION. As full and complete compensation for CONSULTANT's services provided under this Agreement, CITY shall pay CONSULTANT the total "NOT-TO-EXCEED" monthly amount of $28,560.00, as set forth in the *CONTRACTOR'S PROPOSAL BAFO PRICING FORM,* attached hereto as Exhibit "B." No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by THE City shall be compensated at the rates set forth in Exhibit B, or, if

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not specified at a rate agreed to by both Parties. The CITY shall make payment for additional services in accordance with Section 6.0 of this Agreement.

6.0 PAYMENT. Each month, the CONSULTANT shall submit invoices to the CITY for the services performed and any authorized reimbursable expenses incurred. The invoices shall describe in detail the services rendered during each day of the period, and shall show the days worked, personnel performing the services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. The CONSULTANT shall remit the invoices to the address for the CITY specified on page one of this Agreement. The CITY shall review all invoices and notify the CONSULTANT in writing within ten (10) business days of any disputed amounts. The CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. The CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to the CONSULTANT.

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

8.0 INDEPENDENT CONTRACTOR. The CONSULTANT is retained by the CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. The CONSULTANT shall be free to dispose of all portions of the CONSULTANT's time and activities that the CONSULTANT is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for the CITY's officers or employees. The CONSULTANT shall have no power to incur any debt, obligation or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. The CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and indemnify and hold the CITY harmless from any and all taxes, assessments, penalties and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. The CONSULTANT shall fully comply with applicable workers' compensation laws regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT shall indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

9.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected

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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 CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

9.1 Indemnity for COVID-19: As between the CONSULTANT and the CITY, the CONSULTANT expressly assumes any and all risks associated with providing these contract services in context of the COVID-19 pandemic, and the CONSULTANT'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 or any variants and the CONSULTANT'S services under this Agreement.

9.1 Indemnity. To the fullest extent permitted by law, the CONSULTANT 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 CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that the CONSULTANT 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 CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

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

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

10.0 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 90 calendar days' prior written notice. The CITY may terminate this agreement upon thirty

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(30) calendar days' 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.

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

12.0 MANDATORY INSURANCE. The CONSULTANT shall maintain the following insurance coverage throughout the term of this Agreement, and, upon the CITY's request, the CONSULTANT shall provide the CITY with evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the forms and coverage amounts set forth in this Section 12.0.

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

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

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

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

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

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

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

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

12.3 Deductibles and Self-insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY prior to the CONSULTANT commencing any work under this Agreement. At the CITY's option, either: (i) the insurer shall reduce or

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eliminate the deductibles or self–insured retentions with respect to the CITY, its elected officials, officers, attorneys, agents, employees and designated volunteers; or (ii) the CONSULTANT shall provide a bond or other financial guarantee, satisfactory to the CITY, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

(b) Additional Insured Endorsements shall not:

(1) Be limited to "Ongoing Operations";

(2) Exclude "Contractual Operations";

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

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

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

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

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

12.5 Other Insurance Provisions. The CONSULTANT and the CITY further agree as follows:

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

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver

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of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

12.7 Verification of Coverage. The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the CITY or on such other forms approved by the CITY in writing, and amended to conform to the CITY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the CITY prior to the expiration of the affected coverages. The CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the CITY upon request.

12.8 Subcontractors. The CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Services by the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with

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subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

13.0 WORK PRODUCT.

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

13.2 Ownership.

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

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

(c) The CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, the CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for the CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for the CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

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13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Services assigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

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

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

15.2 Permits and Licenses. The CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code,

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§ 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval , perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

15.5 Accomplishment of Services. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

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

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

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

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

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

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement

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(whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies

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

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

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

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

15.17 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY's request for proposals, if any, shall prevail.

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

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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

DocuSigned by:
A60CA453C3B349B...
Signature

Name: Aaron France

Title: City Manager

Allied Universal

a LLC
Name of Business

DocuSigned by:
Mark Olivas
C389FDD0CA4C470...
Signature

Name: Mark Olivas

Title: President

DocuSigned by:
526DC2E90458430...
Signature

Name: Rafael Sorto

Title: Regional Vice President

* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.**

ATTEST:
(SEAL)

DocuSigned by:
Adria M. Jimenez, MMC
13BEAF475C114B7...
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Christopher Cardinale
2E9028600CD7A460...
Christopher G. Cardinale, City Attorney

"ORIGINAL"

DATE 08/25/2022

City of Buena Park
6650 Beach Blvd
Buena Park, Ca 90621

Dear Mr. Mark Averell,

Thank you for the opportunity to present our proposal to City of Buena Park. Allied Universal® is committed to developing and delivering janitorial programs specific to each client's needs. Our relationships with our employees and clients are at the heart of everything we do. The solutions presented in this proposal are designed to address your challenges and help you meet your goals.

When you partner with Allied Universal®, you'll benefit from:

- **Extensive Resources** – Highly skilled personnel are readily available to meet your daily and emergency needs.
- **Specialized Expertise** – Operations team is focused on the nuances of your account, recruiting, and preparing cleaning professionals and implementing protocols to meet your specifications.
- **Leading Technology** – The widest offering of technology solutions and services in the industry is at your fingertips.
- **Best practices** – Janitorial and industry-specific best practices are shared and deployed across teams and locations to ensure you experience the most relevant and applicable solutions.

Allied Universal® is based upon responsiveness and customer awareness, not just the language of the specifications. With the financial stability and resources of the largest security company in the world, Allied Universal® Janitorial Services continues to deliver phenomenal cleaning services with the care and access to senior level management found at a boutique firm.

Our managers utilize a web-based inspection program that is custom tailored to the specifications of your account. It will alert you when inspections have been performed and provide a schedule for periodic services.

We look forward to building a partnership with the City of Buena Park that is rooted in quality and value. Developing high quality, customized janitorial solutions that brings your cleaning program to life is our passion. Through our people and leading services, systems and solutions...Allied Universal® is There for you.®

If you have any questions or are ready to set up a meeting, please call me at 714-315-1093.

Sincerely,

ALLIED UNIVERSAL JANITORIAL SERVICES

Derek Bimat
Sales & Marketing Manager

Background and Summary

Universal Building Maintenance LLC./ DBA. Allied Universal Janitorial Services has been in business since 1965 and is a trusted leader in the Janitorial sector.

Our stability and resources come from our Security Division which is the largest Security company in the world.

Our Janitorial Operations Center is located in Santa Ana, giving us advantage of being close to Buena Park to enhance our ability to bring excellent service to your city. Our Santa Ana location is the hub of Operations and support Center so we are uniquely qualified because of our close proximity and the abundance of resources at our fingertips.

Universal Building Maintenance has many contracts with local cities and County facilities. Our Team has the experience and background to service your city for years to come. We look forward to partnering with you and providing you with quality responsive service that involves very little oversite from the City.

Our objective is simple. Provide outstanding service that meets or exceeds Buena Park's expectations, but more importantly, Allied will deliver service that does not require oversight or additional managerial duties from your staff. We make it easy so you may concentrate your time and energy on other matters while we make sure that your facilities are safe, clean and always looking their best.

Derek Bimat

Business Development Manager

Universal Building Maintenance

Statement of Understanding and Approach

*Universals method of approach is multifaceted.

A) Onboarding: Delivering Phenomenal Janitorial services.
1) Allied Universal Mission & Value-added Services
2) Green Seal is our Gold standard
Customer Centric &Client focused
3) White glove Service Standard
4) Eight-hour Orientation customized to Buena Park's sites

* Bootcamp: Environmentally sound tools and products.

1) The AU Green process Green Seal Products Documentation procedures

2) ProTeam HEPA Vacuum

3) Easy trap floor dust mopping system

4) Double barrel trash system

*Premier Training and testing

1) Industry leading Best Practices policies & procedures

2) Customized to your facilities

3) Tracking and compliance for audits & reports

4) Customized to your facility

5) OSHA right-to – know Hazardous Communications & Infectious agents

* Comprehensive Instructional Videos

1) Hard floor care/ Carpet care/ Restroom care

2) Healthy care cleaning procedures

3) Chemical dilution systems

4) SC Johnson Pr4ofessional TruShot

*Emergency response and preparedness training

1) Your buildings Emergency, Evacuation and response plan

2) Weather, Fire, Environmental & structural Emergencies &Contingencies

3) Response for Chemical & hazardous materials spill

4) Workplace violence and active shooter training

5) Bomb threat protocols

6) Fire department approved

* On-The-job Training

1) Equipment, supply & usage

2) Site-specific training

3) Safety training, initiatives and policies

4) Emergency evacuation

5)Administrative processes, procedures, policies & systems

6) Communication policies

Quality Assurance

1) Continuous & responsive site management
2) Inspections customized to scope of work duties
3) Calendar scheduling and email reminders
4) Real-time access & trend tracking of site audits.

2) CONTACT LIST: Art Carrion- Branch Manager 714-559-2739 Juan Arellano-Garcia-Account Executive 949-677-5532...Juan will be responsible for the day to day and would be your first point of contact. Any issues that he is not able to resolve can be directed to Art Carrion.

3) SUB CONTRACTORS: We have no plans at this time to Sub-Contract any of the services.

4) CITY INVOLVMENT: City Staff will have a minimal role and only need to be available for questions should a concern or clarification should be needed.

5) COMPLANTS: Any complaints can be directed to Juan Arellano. If further escalation is required our Branch Manager Art Carrion will be available to resolve your issues

6) PROCEDURES: Should procedures need to be changed the City would be notified in writing and dialog would be had to make sure that these changes enhance our service.

7) REPORTING: At Universal Building Maintenance we are highly involved with Technology in our business. All employees are connected through Electronic Time keeping technology that allows use to identify and track employees to ensure that they are arriving and departing on time and completing their work. In addition, we have a Cloud based Quality Control system that tracks KPI's at your locations and a scoring system is tracked and reported by Supervisors that allow for increased productivity and better quality service.

8) IMPLEMENTATION: Transitioning into an Account is one of the key areas we excel at by putting in place procedures t'[o make sure that all aspects of the transition go smoothly and seamlessly. We have years of experience with this process and pride ourselves with offering world class service. If there are personnel that have been working at your properties that you have identified as someone you would like to continue working in their current capacity, we will make every effort to retain their services and offer an employment package. Our Team will be on alert and ready to implement their plan as soon as the contract is awarded.

Qualifications and Experience/ References

1) Not a Corporation
2) Universal Building Maintenance is an LLC- 85% Topco 15% Mark Olives President
3) Universal Building Maintenance is DBA Allied Universal
4) See #3
5) 57 years in business
6) References: Panasonic Avionics Irvine, Ca – Thayne Thomas 949-283-3088- Thayne.thomas@panasonic.aero.com 13 years of service $1,000,000/year

   Hyundia Corporate offices-Michael See 714-353-7226 mseo@hmausa.com 2 years of service $300,000/year

   Canon Medical: Ted Williams 714-669-4173 tdwilliams@usmedical.canon.com 5 years of service $200,000/year

7) Universal is uniquely qualified to service this account. Our operations facility for Orange county if within miles of Buena Park and logistically we will be able to offer the best service possible.
8) Please see attached company profile.
9) Our equipment is top notch and cutting-edge technology. In addition to being green certified all of our equipment is upgraded frequently and only of the best quality.
10) Universal Building Maintenance has the financial backing of the largest Security Company in the world "Allied Universal Security" with over 20 Billion in revenues.
11) Please see attached information regarding our personnel in our company profile.

Contractor Personnel

Our Operations Team:

President- Mark Olivas

Vice President -Devin Samaha

Regional Vice President- Rafael Sorto

Admin Asst.-Pearl Arzate

Branch Manager Orange County- Art Carrion

Account Executive-Juan Arellano-Garcia Account Executive-Ramon Acosta

Account Executive Carmita Morales

Day Porter Supervisor- Jamie Velasquez

Night Area Manager- Juan -luis Perez

Night Area Manager-David Pineda

Our Operations Team will work directly with our HR Team to find qualified and competent individuals to staff your locations. Our world class training program begins prior to reporting to your facilities and is on-going and continual throughout our employee's tenure. We hire local individuals that live in the area and can service your account, on time and efficiently. Our detailed tracking system is cloud based and allows our supervisors to recognize key KPI's and identify any deficiencies before the become major issues. Quality, consistency and reliability are our guiding principles.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/13/2022

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
MARSH USA INC
1717 Arch Street
Philadelphia, PA 19103
Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360

CN118025105-ALL-STAND-22-23

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):**
E-MAIL ADDRESS: Philadelphia.Certs@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Company	36940
INSURER B : Greenwich Insurance Company	22322
INSURER C : XL Insurance America	24554
INSURER D : National Fire & Marine Insurance Company	20079
INSURER E : N/A	N/A
INSURER F :	

INSURED
Allied Universal Topco, LLC
(See Attached for Additional Named Insureds)
161 Washington Street, Suite 600
Conshohocken, PA 19428

COVERAGES **CERTIFICATE NUMBER:** CLE-006542621-13 **REVISION NUMBER:** 4

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			RES943799402	01/01/2022	01/01/2023	EACH OCCURRENCE	$	30,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	30,000,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$	
	X SIR $1,750,000						PERSONAL & ADV INJURY	$	30,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	40,000,000
	X POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$	40,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY			RAD943781805	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X 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)	$	
								$	
D	UMBRELLA LIAB X OCCUR			42XSF10009009	01/01/2022	01/01/2023	EACH OCCURRENCE	$	10,000,000
	X EXCESS LIAB CLAIMS-MADE			Excess of General Liability,			AGGREGATE	$	10,000,000
	DED RETENTION $			Auto Liability, and Workers' Comp				$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			RWD3001203-06(AOS)	01/01/2022	01/01/2023	X PER STATUTE OTH-ER		
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A			RWR300120406(WI)	01/01/2022	01/01/2023	E.L. EACH ACCIDENT	$	1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Professional Liability			RES943799402	01/01/2022	01/01/2023	Limit		2,000,000
							SIR		1,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 3175 Lenox Park Blvd, Memphis, TN 38115 for legal request.
Universal Protection Service, LLC d/b/a Allied Universal is/are included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

Universal Protection Service, LLC
d/b/a Allied Universal
161 Washington Street, Suite 600
Conshohocken, PA 19428

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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AGENCY CUSTOMER ID: CN118025105
LOC #: Philadelphia

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA INC	Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation
Policy No.: RWE943548206
Insurer: XL Specialty Insurance Company
Effective Dates: 1/1/2022 - 1/1/2023
Limit:
Employers Liability Each Accident: $1,000,000
Employers Liability Disease-Policy Limit: $1,000,000
Employers Liability Disease-Each Employee: $1,000,000
SIR: $1,000,000

Crime
Policy No.: 01-602-29-33
Insurer: National Union Fire Insurance Co.
Effective Dates: 09/15/2021 - 09/15/2022
Limit:
Employee Theft or Dishonesty: $2,000,000
Clients' Property: $2,000,000
Deductible: $1,000,000

Contractors Pollution Liability
Policy No.: CPO13303734
Insurer: Commerce and Industry Insurance Company
Effective Dates: 11/01/2021 - 11/01/2022
Limit: $5,000,000
Deductible: $250,000

The General Liability and Professional Liability policies evidenced above share in the limits shown. The limits do not apply separately to the individual coverages

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Sample Professional Services Agreement

In regards to the sample agreement in Exhibit B,

We ask that the following exceptions be granted:

- Considering that this is a 5-year contract we would want the ability to enforce annual increases in alignment with cost of living and Minimum wage increases.

- We would also request that we include a clause that would allow us to terminate the agreement for our convenience, as Section 10 only gives the City the right to terminate.

PROFESSIONAL SERVICES AGREEMENT

NO. _____

DATE: **September 27, 2022**

PROJECT: **Janitorial Services at City Facilities**

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: **Doug Brodowski**
Title: **Operations Manager**
Telephone: **714-562-3652**

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

THE CONSULTANT **Universal Janitorial Services**
Name of Business

Representative: Name: _____
Title: **Owner**
Telephone: _____

Address: _____

TERM OF SERVICE: 60 Months

Commencement Date: **September 28, 2022**

Completion Date: **September 29, 2027**

CONTRACT AMOUNT: **$TBD**

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

APPROVED: _____ DATE: _____

1810847

Revised: 21-Sep-16

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

This Professional Services Agreement ("Agreement") is dated **September 27, 2022**, and is between **Janitorial Vendor, Inc.**, California corporation, (the "CONSUL TANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSUL TANT and the CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

RECITALS

A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to perform the following services: **Janitorial Services in City Facilities** (collectively, the "Project").

B. The CONSULTANT 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:

1.0 EMPLOYMENT OF CONSULTANT. The CITY shall engage the CONSULTANT and the CONSULTANT shall perform the services required under this Agreement.

2.0 SCOPE OF SERVICES. The CONSULTANT shall perform during the term of this Agreement, those services set forth in the *Request for Proposal No. PW 22-04 and ADDENDUM* attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction. The CONSULTANT shall commence performance of the Services upon receipt of a written notice from the Designated Official authorizing the CONSUL TANT 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 CONSUL TANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice 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.

4.0 TERM. The term of this Agreement shall commence on **September 28, 2022**, and shall remain in full force and effect until **September 29, 2027**, unless sooner terminated as provided in Section 10 of this Agreement.

5.0 COMPENSATION. As full and complete compensation for CONSULTANT's services provided under this Agreement, CITY shall pay CONSULTANT the total "NOT-TO-EXCEED" amount of **$XXX,000.00**, as set forth in the *CONTRACTOR'S PROPOSAL PRICING FORM*, attached hereto as Exhibit "B." No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by

the CITY shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate agreed to by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

6.0 PAYMENT. Each month, the CONSULTANT shall submit invoices to the CITY for the services performed and any authorized reimbursable expenses incurred. The invoices shall describe in detail the services rendered during each day of the period, and shall show the days worked, personnel performing the services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. The CONSULTANT shall remit the invoices to the address for the CITY specified on page one of this Agreement. The CITY shall review all invoices and notify the CONSULTANT in writing within ten (10) business days of any disputed amounts. The CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. The CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to the CONSULTANT.

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

8.0 INDEPENDENT CONTRACTOR. The CONSULTANT is retained by the CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. The CONSULTANT shall be free to dispose of all portions of the CONSULTANT's time and activities that the CONSULTANT is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for the CITY's officers or employees. The CONSULTANT shall have no power to incur any debt, obligation or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. The CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and indemnify and hold the CITY harmless from any and all taxes, assessments, penalties and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. The CONSULTANT shall fully comply with applicable workers' compensation laws regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT shall indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

9.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the 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 CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

Indemnity. To the fullest extent permitted by law, the CONSULTANT 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 CONSULTANT, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that the CONSULTANT 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 CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

9.1 Other Indemnities. Other than in the performance of professional services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, to protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all 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 CONSULTANT, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, 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. CONSULTANT 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. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

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

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

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

12.0 MANDATORY INSURANCE. The CONSULTANT shall maintain the following insurance coverage throughout the term of this Agreement, and, upon the CITY's request, the CONSULTANT shall provide the CITY with evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the forms and coverage amounts set forth in this Section 12.0.

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

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

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

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

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

(a) General Liability: $2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form

with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages.

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

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

(d) Errors and Omission liability: $2,000,000 per claim, with an extended reporting period of not less than two years.

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

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

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

(b) Additional Insured Endorsements shall not:

(1) Be limited to "Ongoing Operations";

(2) Exclude "Contractual Operations";

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

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

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

(d) All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from

insurer to the CITY. The notice shall be provided via certified mail, return receipt requested. The CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

12.5 Other Insurance Provisions. The CONSULTANT and the CITY further agree as follows:

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

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

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

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

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

12.6 Acceptability of Insurers. All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

12.7 Verification of Coverage. The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The

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

12.8 Subcontractors. The CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Project by the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

13.0 WORK PRODUCT.

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

13.2 Ownership.

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

(b) The CONSULTANT hereby assigns to the CITY all rights of

ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the CITY pursuant to subsection (a) above.

(c) The CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, the CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for the CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for the CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Project assigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

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

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or

delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

15.2 Permits and Licenses. The CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval , perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

15.5 Accomplishment of Project. The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

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

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

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

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

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

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies.

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

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be

resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

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

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

15.17 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY's request for proposals, if any, shall prevail.

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

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

CITY OF BUENA PARK

a California municipal corporation

Signature

Name: Aaron France

Title: City Manager

CONSULTANT*

Universal Building Maintenance
Janitorial Vendor

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 Jiminez, City Clerk

APPROVED AS TO FORM:

Christopher G. Cardinale, City Attorney

APPROVED: _____ DATE:

EXHIBIT C

Statement of Acknowledgement

STATEMENT OF ACKNOWLEDGMENT

Proposer acknowledges that he/she has read and fully understands all aspects of the RFP process, including but not limited to evaluation standards as set forth in this RFP package, and further agrees and understands that the City Council retains sole discretion to pick the Proposer which in the City Council's judgment is best qualified to perform janitorial services for the City of Buena Park.

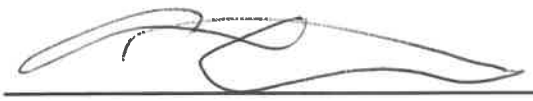
I, the proposer, declare under penalty of perjury, that the information presented in this proposal is accurate and true to the best of my knowledge. I am aware that should any information be found false, the City of Buena Park may pursue any and all remedies authorized by law, which shall include the right, at the option of the City of Buena Park, of declaring any Contract made as a result thereof void.

IF OWNER:

_____

Signature of Owner Date

IF PARTNERSHIP:



8/25/22

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 2022 Janitorial 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.

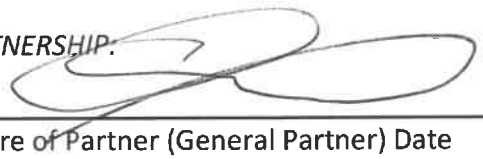
Signed, this 29th day of August, 2022 in SANTA ANA, California

IF OWNER:

_____

Signature of Owner Date

IF PARTNERSHIP:



8/29/22

Signature of Partner (General Partner) Date

IF CORPORATION:

_____

Signature of President Date

_____

Signature of Secretary Date

EXHIBIT E

PROPOSAL PRICING FORM – JANITORIAL SERVICES

SCHEDULE / LOCATION TO PROVIDE JANITORIAL SERVICES	MONTHLY RATE
SCHEDULE 1 – City Hall Building 6650 Beach Boulevard 43,000 square feet	$ 4,831.06
SCHEDULE 2 – Public Works City Yard 6955 Aragon Circle 16,000 square-feet	$ 1,476.99
SCHEDULE 3 – Stage Stop Hotel 6601 Beach Boulevard 5,760 square-feet	$ 728.10
SCHEDULE 4 – Ehlers Event Center 8150 South Knott Avenue 51,454 square-feet	$ 5,373.16
SCHEDULE 5 – Buena Park Community Center 6688 Beach Boulevard 25,554 square-feet	$ 3,582.07
DAY PORTER / CUSTODIAL SERVICE	
SCHEDULE 6 – City Hall Building (Day Porter Service) 6650 Beach Boulevard HOURLY RATE: $ _____ x 126 HOURS (monthly estimate)	$ 3,176.74
SCHEDULE 7 – Buena Park Police Department (Day Porter Service) 6650 Beach Boulevard HOURLY RATE: $ _____ x 308 HOURS (monthly estimate)	$ 7,587.04
SCHEDULE 8 – Buena Park Community Center (Day Porter Service) 6688 Beach Boulevard HOURLY RATE: $ _____ x 42 HOURS (monthly estimate)	$ 1,126.41
TOTAL MONTHLY COST – SCHEDULES 1 THRU 8 Total square footage = 198,028	**$** 27,872.57
BID ALTERNATIVE:	
SCHEDULE 9 – Ehlers Event Center (Day Porter Service) 8150 South Knott Avenue HOURLY RATE: $ _____ x 92 HOURS (monthly estimate)	$ 2,339.38
TOTAL MONTHLY COST – SCHEDULES 1 THRU 9 Total square footage = 198,028	**$** 30,211.95

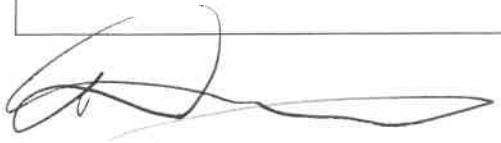
HOURLY RATE TO PROVIDE OPTIONAL SERVICES	HOURLY RATE
1. Shampoo Carpets	$ 34.50
2. Machine Scrubbing Hard Floor	$ 34.50
3. Clean Exterior Windows (Ground Floor)	$ 31.50
4. Porter Service	$ 29.50

EXHIBIT E Best and Final

PROPOSAL PRICING FORM – JANITORIAL SERVICES

SCHEDULE / LOCATION TO PROVIDE JANITORIAL SERVICES	MONTHLY RATE
SCHEDULE 1 – City Hall Building 6650 Beach Boulevard 43,000 square feet	$ 4,324.31
SCHEDULE 2 – Public Works City Yard 6955 Aragon Circle 16,000 square-feet	$ 1,410.22
SCHEDULE 3 – Stage Stop Hotel 6601 Beach Boulevard 5,760 square-feet	$ 623.31
SCHEDULE 4 – Ehlers Event Center 8150 South Knott Avenue 51,454 square-feet	$ 5,192.16
SCHEDULE 5 – Buena Park Community Center 6688 Beach Boulevard 25,554 square-feet	$ 3,300.21
DAY PORTER / CUSTODIAL SERVICE	
SCHEDULE 6 – City Hall Building (Day Porter Service) 6650 Beach Boulevard HOURLY RATE: $_____ x 126 HOURS (monthly estimate)	$ 3,051.64
SCHEDULE 7 – Buena Park Police Department (Day Porter Service) 6650 Beach Boulevard HOURLY RATE: $_____ x 308 HOURS (monthly estimate)	$ 7,341.51
SCHEDULE 8 – Buena Park Community Center (Day Porter Service) 6688 Beach Boulevard HOURLY RATE: $_____ x 42 HOURS (monthly estimate)	$ 1,069.97
TOTAL MONTHLY COST – SCHEDULES 1 THRU 8 Total square footage = 198,028	**$** 26,313.33
BID ALTERNATIVE:	
SCHEDULE 9 – Ehlers Event Center (Day Porter Service) 8150 South Knott Avenue HOURLY RATE: $_____ x 92 HOURS (monthly estimate)	$ 2,247.45
TOTAL MONTHLY COST – SCHEDULES 1 THRU 9 Total square footage = 198,028	**$** 28,560.78

HOURLY RATE TO PROVIDE OPTIONAL SERVICES	HOURLY RATE
1. Shampoo Carpets	$ 34.50
2. Machine Scrubbing Hard Floor	$ 34.50
3. Clean Exterior Windows (Ground Floor)	$ 34.50
4. Porter Service	$ 29.50



ALLIED UNIVERSAL®
JANITORIAL SERVICES

A Partnership between

City of Buena Park
&
Allied Universal Janitorial Services

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EXECUTIVE SUMMARY

Allied Universal® is uniquely capable and personally committed to delivering exceptional quality service to exceed your expectations. Our team realizes that customer service and customer satisfaction are the number one priority. The "WOW" factor should be experienced at every point of contact, and your customers should expect nothing less from their janitorial partner.

Allied Universal® has thoroughly reviewed and analyzed the criteria required to clean your account. We have a full understanding of the scope of work and expectations. Our enclosed proposal has been customized to provide you with a blueprint to ensure value and quality cleaning solutions.

OPERATING HIGHLIGHTS

Allied Universal® will implement the following to ensure the janitorial program exceeds your expectations for service and quality:

Proactive Management - Support throughout the area with outstanding and experienced management personnel.

Transparent Communication - Open communication is the foundation for a true partnership with 24 hrs./day availability and Quarterly Business Reviews (QBRs) to ensure excellent service delivery.

Training and Development - Provide comprehensive proprietary employee training through Allied Universal | EDGE® program, including bi-monthly safety training modules.

Technology - Provide the latest in technology solutions to enhance your janitorial program.

Quality Assurance - Provide a cloud-based inspection and periodic scheduling program that retain your account's unique specifications, floor work frequencies, and validation of services.

COVID-19 Disinfecting Cleaning Innovations - Provide latest cleaning innovations in the industry including the Electrostatic sprayers and SCJohnson TruShot Disinfecting products.

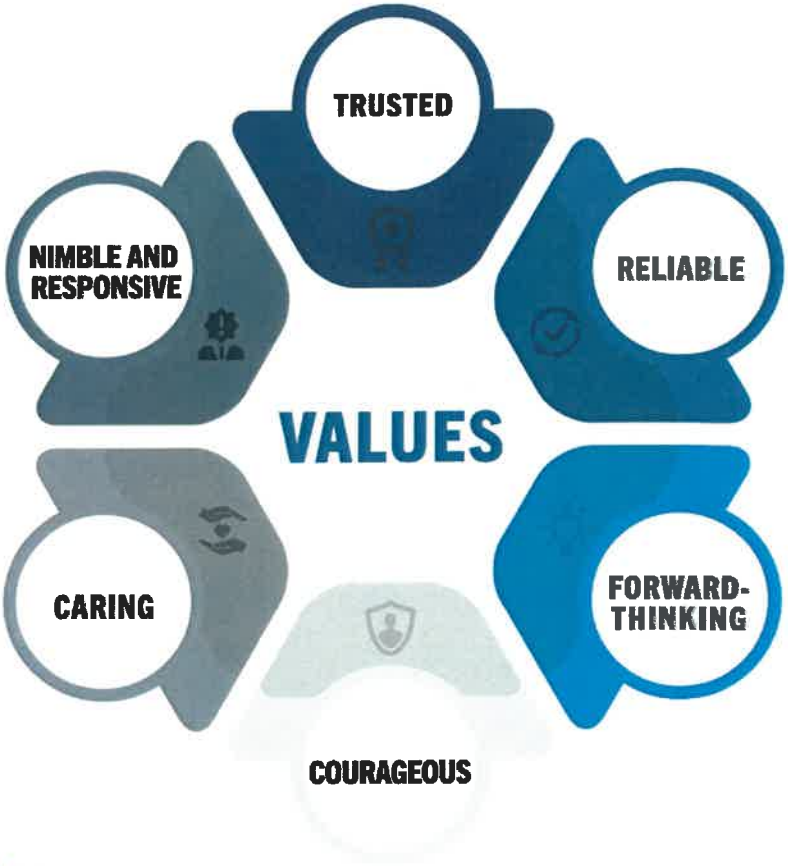
Transition and Start-Up - Ensure a seamless transition of services through regular meetings, site visits with tenants, detailed checklists and accountability through entire process.

Because we believe in developing strong partnerships with our clients, we will continue to be immersed in your culture and as dedicated to your program as you are. Allied Universal® has positioned itself as the janitorial provider of choice in your area. We've made an extensive investment in our local management team, which represents the key differentiator between Allied Universal® and our competitors. We do our job, so you can do yours.

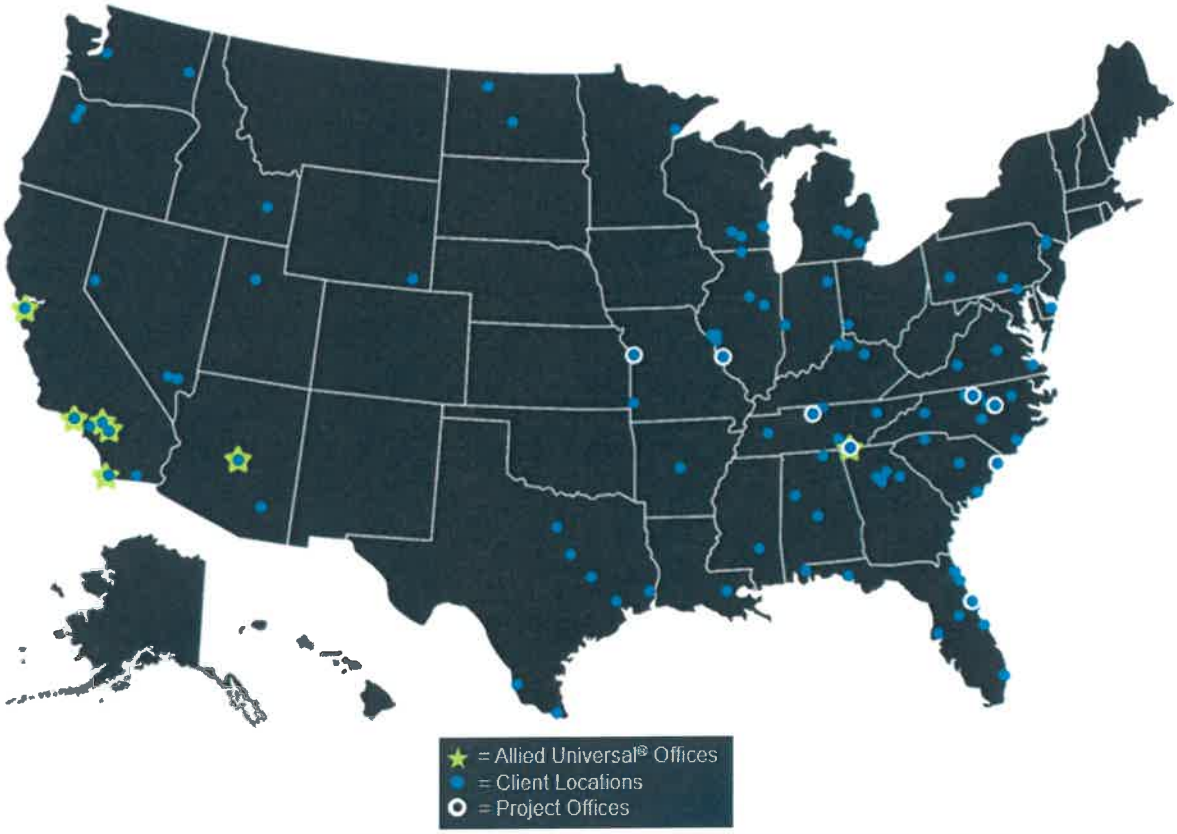
Our team is responsible for cleaning ***high rise office; corporate campuses; government facilities; educational institutions; medical office buildings; industrial buildings; high-rise residential; shopping centers***; and LEED certified buildings across the country. Our vast knowledge is invaluable to a seamless transition and immediate enhancement of services at your project.

MISSION & VISION

VALUES



SERVICE MAP



COMPANY PROFILE & RECOGNITION

Company Name:
Universal Building Maintenance, LLC dba Allied Universal Janitorial Services, est. 1965

Website: www.AUS.com/Janitorial-Services

Executive Leadership
Steve Jones, Chief Executive Officer
Mark E. Olivas, President

Corporate Headquarters
1551 North Tustin Ave. Ste. 650, Santa Ana, CA 92705
Toll Free (877) 826-1965

TRADE ASSOCIATIONS:

Building Owners and Managers Association	BOMA
International Facility Managers Association	IFMA
Institute of Real Estate Management	IREM
National Association of Industrial and Office Properties	NAIOP

INDUSTRY RECOGNITION:
Allied Universal takes pride in how we treat our employees. We consistently rank as one of the top places to work.

PROOF OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/24/2020

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 MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-GAWUX-21-22	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lexington Insurance Company — 19437 INSURER B : Greenwich Insurance Company — 22322 INSURER C : National Fire & Marine Insurance Company — 20079 INSURER D : XL Insurance America — 24554 INSURER E : Indian Harbor Insurance Company — 36940 INSURER F : N/A — N/A

COVERAGES **CERTIFICATE NUMBER:** CLE-006841027-01 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			082695264	01/01/2021	01/01/2022	EACH OCCURRENCE	$	10,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	10,000,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$	
	X SIR $1,750,000						PERSONAL & ADV INJURY	$	10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	10,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	10,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY			RAD9437818-04	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
E	UMBRELLA LIAB [X] OCCUR			RES9437799401	01/01/2021	01/01/2022	EACH OCCURRENCE	$	20,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			'EXCESS OF GENERAL LIABILITY'			AGGREGATE	$	20,000,000
	DED [ ] RETENTION $							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RWD3001203-05(AOS)	01/01/2021	01/01/2022	X PER STATUTE [ ] OTH-ER		
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [N] (Mandatory in NH) N / A			RWR3001204-05(WI)	01/01/2021	01/01/2022	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	EXCESS LIABILITY OVER			42-XSF-100090-08	01/01/2021	01/01/2022	EACH OCCURENCE		20,000,000
	WC, AUTO & EXCESS GL						AGGREGATE		20,000,000

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

CERTIFICATE HOLDER

Allied Universal Topco, LLC
161 Washington Street, Suite 600
Conshohocken, PA 19428

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee — Manashi Mukherjee

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

MANAGEMENT TEAM

We attribute our continued success to the ongoing development and retention of our management teams. This aspect sets us apart from our competition. All of our managers and supervisors have several years of experience within the building maintenance industry and have a reputation for providing outstanding customer service.

Mark Olivas - President

Mr. Olivas has been in the janitorial industry for over 27 years and is very familiar with all aspects of the West Coast market. His vast experiences in the industry have provided him with the knowledge to overcome any cleaning issue, labor management problem, and safety matter that may affect the janitorial industry. He served as the Managing Director for OneSource and managed over 120 million square feet and revenues in excess of $160 million a year. The industry has changed in large part because of the initiative and creative imagination that Mr. Olivas has delivered to the industry. Mr. Olivas' hands on management style and inter personal relationships have made Allied Universal Janitorial Services an organization that attracts the top management talent in the market.

Mr. Olivas started his career in the janitorial industry after serving in the US Army for over 8 years as a Non Commissioned Officer. In 1991, Mark completed his commitment to the Army and began working as an area supervisor for Commercial Building Maintenance in the City of Commerce. Mr. Olivas then became one of the youngest Operations Managers in Los Angeles and was also one of the youngest Branch Managers to work for ISS after the acquisition of Commercial Building Maintenance. Several years later Mark was promoted to Senior Branch Manager and then Vice President of OneSource. Mark educated himself in all facets of the janitorial business and soon found his role as Managing Director for the West Coast of the 2nd largest janitorial company in the United States.

Mark is very well regarded within the industry because of his ground level experience and the personal attention he paid to everyone that he has partnered within the high rise market, office park complex, business improvement district and industrial office environments. Mark understands the value of commitment to customer service and serving his employees. Mark is an active member of BOMA, IREM and sat on the Associate Leadership Council for BOMA in Los Angeles.

Devin Samaha – Vice President Sales

Mr. Samaha has been with Allied Universal Janitorial Services since the relaunching of the janitorial division in January 2008. Prior to joining the Allied Universal's Executive Team, Devin was first exposed to the janitorial industry when he worked for one of the nation's largest janitorial distributor in the Western United States. While there, he trained janitors, executive housekeepers for major hotels, and maintenance contractors on proper cleaning techniques, proper use of cleaning chemicals and the use of all cleaning equipment. Devin furthered his career when he joined Collins and Aikman Floorcoverings, where he sold commercial carpet to property managers, architecture and design firms, and end users, focusing on the commercial office vertical market. This is where he was first exposed to Leadership in Energy and Environmental Design, better known as LEED. Since C&A leads the carpet industry in environmental sustainability, he was provided extensive training in "green". Devin then left C&A to join the Commercial Real Estate industry where he worked for a business bank and helped business owner's secure financing for the purchase of their office buildings. Devin worked in this industry for next 8 years until joining the Allied Universal Janitorial Services Executive team.

Mr. Samaha holds a Bachelor's Degree in Business Administration from the University of San Diego, where he played soccer for 4 years, including a trip to the NCAA Division I "Sweet Sixteen" his senior year.

Rafael Sorto - Regional Vice President – Orange County

Rafael Sorto has been in the janitorial industry for more than 30 years. During his tenure he has acquired unsurpassed knowledge and experience in all aspects of the service industry. Truly beginning his career from the ground floor, Mr. Sorto learned the business as a day porter and was soon discovered as a true talent in the market place. Through education and experience, Mr. Sorto has held positions such as Area Manager, Operations Manager, Project Manager, District Manager, Director of Operations, Senior District Manager and Vice President of Operations.

Mr. Sorto was employed by ISS/OneSource for over 20 years and was involved in the acquisitions of Benco, Flagship Doral, Commercial Cleaning, Ogden Allied and UBM. He then moved to DMS Facility Services in 2000 as Vice-President of Operations for the Orange County and Inland Empire Areas. Mr. Sorto has a great rapport with the union's leadership and has been involved in all of the contract negotiations for Orange County. Mr. Sorto is an active member of BOMA, IREM, and IFMA. He has served on the board of Casita de San Jose, Assistant Coach of Basketball (NJB), as well as Scoutmaster for the Boy Scouts of America. Mr. Sorto holds degrees in Information Systems, Paralegal Studies and Spanish.

Art Carrion – Branch Manager

Mr. Carrion started his career in 2010 with Allied Universal Security Service as a guard based in Orange County. He excelled in customer service and interaction with homeowners. Art wanted to grow in his career and pursued a position as an Account Executive with Allied Universal Janitorial Services in 2012. Mr. Carrion completed Allied Universal's "It's All About U" Customer Service Training program upon his arrival and has been instrumental in Allied Universal's CIMS Green Building Certification. Art was promoted to Senior Account Executive in 2018.

Art currently oversees approx. 2 million sf of office, corporate campus, and medical office buildings. He currently oversees all aspects of his accounts including managing payroll, supply orders, quality control inspections, and has direct interaction with tenants and property managers. Art has a "hands-on" approach and ensures that all special projects are completed to his clients' satisfaction. Art was recently promoted to Branch Manager, where he assists Rafael Sorto by managing the Inland Empire and North Orange County projects. Ramon continues to build great partnerships with both clients and fellow employees in his new role.

Ramon Acosta – Senior Account Manager

With 20 years of experience in the janitorial industry, Ramon Acosta has proven to go above and beyond earning him building of the year and outstanding client reviews. Ramon first began as a night project manager at Park Place in Orange County, managing 2.2 million sq. ft. and supervising over 65 employees. Years later, Ramon began his journey with the Irvine Company for six years, eventually becoming a project manager at the Staples Center in Los Angeles for two years.

Mr. Acosta joined Allied Universal Janitorial Services in 2008, as an Account Executive, managing over 10 buildings, totaling approx. 2.5 million square feet throughout Orange County.

Juan Arellano-Garcia – Account Executive

Mr. Arellano-Garcia began his career at Allied Universal as day porter at the Pacific Life headquarters in Aliso Viejo in 2014. After 2 years, he was promoted to Lead Porter and managed a crew of five (5) porters, overseeing all day time cleaning operations, including managing monthly supply orders, closing out all work orders, and spearheading implementation of the recycling program for the entire project.

Juan was quickly identified for his ability to learn and grow in management positions and within a year, he was promoted to Assistant Project Manager of Allied Universal's largest account at the time, EQ Office. The portfolio included over 30 buildings throughout Orange County, totaling more than 4 million square feet. During his 1.5 years at EQ Office, Juan managed more than 30 day porters, conducted quality control inspections, communicated findings with property managers, handled all tenant special requests, and assisted with staffing for special events at properties.

Mr. Arellano-Garcia was promoted to Account Executive in 2017, managing a mix of commercial real estate, government facilities, and corporate campuses. Juan completed Allied Universal's "It's All About U" Customer Service Training program shortly after his promotion. His hard work ethic, as well as his ability to relate to employees in the field, give him the unique ability to be successful in all situations. He allows his experience as a day porter to provide excellent janitorial service to both tenants and property managers alike.

Jaime Velasquez – Area Manager/Day Porter Supervisor

Mr. Velazquez started his career in the janitorial industry in 1996 as a route waxer with American Building Maintenance. Jaime continued as a route waxer when he moved to Janico in 2000. After working the night shift for over eight years, Jaime took an opportunity with Merchants Building Maintenance in 2004 as a Day Porter Supervisor and Project Manager for the City of Anaheim. In 2008, Jaime joined Allied Universal Janitorial Services as a Night Area Manager, overseeing approx. 1.2 million square feet of nightly office building cleaning. He has since been promoted to Day Area Manager, overseeing all day porter operations for Allied Universal's Orange County Branch. Jaime ensures that all day porter absences are filled with qualified employees and provides onsite training for new accounts.

Juan-Luis Perez – Night Area Manager

Mr. Perez started his career with Allied Universal Janitorial Services over 12 years ago as a day porter at a large commercial office campus in Orange, CA. While there, he was trained on hard floor maintenance, including stripping and waxing of floors, and bloodborne pathogen cleaning. After 5 years, Mr. Perez was promoted to Utility Technician at a smaller commercial office building in Long Beach where he provided day porter services and assisted the building engineer with larger building maintenance projects. After 5 years in that role, Juan-Luis was promoted to Night Area Manager for the Orange County area. Juan-Luis currently manages the night cleaning services for approx. 1 million square feet, including providing training to staff, reviewing time sheets, assisting with call-outs, and completing unannounced inspections at his buildings at a minimum of twice monthly. During the pandemic of 2020, Juan-Luis supervised and coordinated over 700,000 sf of COVID disinfecting services.

Jose Urias – Account Executive

Mr. Urias started his career in the janitorial industry with ISS over 30 years ago. Jose was a Project Manager for Koll Center in Newport Beach, CA, overseeing 1.5 million sf of Class "A" office. After seven years in that position, Jose accepted a position with OneSource as the Project Manager for Metro Center in Costa Mesa. Jose then took a position at DMS Facility Services as the Project Manager for Norwalk Government Center in 2000. At the time, Jose managed a crew of 14 night cleaners and four day porters.

In 2008, Mr. Urias joined Allied Universal Janitorial Services as an Account Executive for the Inland Empire branch. Jose's long career in the janitorial industry gives him the knowledge and experience to provide creative cleaning solutions to all of his clients' needs. He is able to work alongside both property and facility managers to ensure that service delivery exceeds his clients' expectations.

Joel Feeser – Sales & Marketing Manager

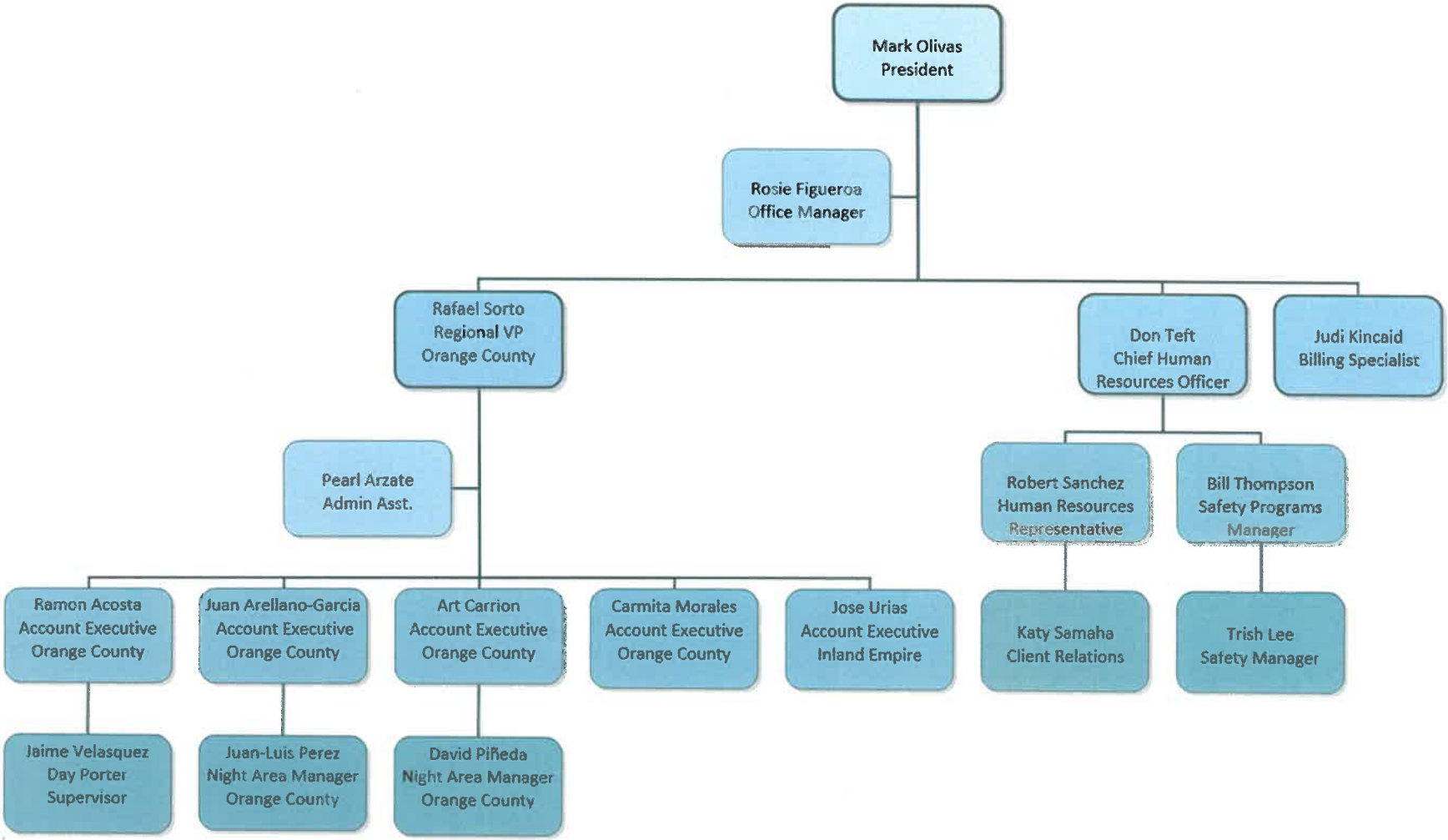
Mr. Feeser graduated from Chapman University with a Business Administration degree and began his career as an Account Manager for Performance Marketing Group. Joel worked closely with buyers at Long's Drugstores to manage their ROI for refrigerated and frozen food products. Joel pursued his automotive passion and went to work for Mercedes-Benz of Anaheim Hills in their Marketing Department. He oversaw remarketing efforts to prior leasing clients and was quickly promoted to a sales position. Mr. Feeser then took a position as an inside sales territory manager with Landscape Communications, a nationwide publisher of B2B magazines for the landscape industry. It was in this role that Joel was first introduced to LEED in landscaping and environmental sustainability.

Mr. Feeser joined Allied Universal Janitorial Services in 2010 as Sales & Marketing Manager for the greater Los Angeles area. Joel believes in building long term relationships with his clients and prospects. He serves on committees for IREM LA, BOMA Greater LA, and BOMA Orange County. Joel was also instrumental in Allied Universal's recent CIMS Green Building Certification.

ADDITIONAL SUPPORT STAFF

♦ Ryan Valencia	Vacancy Specialist
♦ Judi Kincaid	Sr. Billing Specialist
♦ Paula Malone	VP of Human Resources
♦ Doris Gil	Director, Human Resources
♦ Robert Sanchez	Regional Human Resources Manager
♦ Patricia De Leon	Health & Safety, Supervisor
♦ Julie Havel	Director, Safety Programs
♦ Jeff Quinn	Director of Risk Management

Allied Universal Janitorial Services
Organizational Chart



PERSONNEL

Allied Universal believes its employees are the foundation in delivering exceptional cleaning services. It all starts with exceptional talent; hiring only the best, most qualified cleaning professionals. We then provide them with proper training through Allied Universal's "7 Steps To Success" and support them with the latest technology and equipment to perform their tasks effectively and efficiently. Finally, we ensure the work is completed to your standards by employing experienced supervisors to oversee all cleaning professionals. By holding our cleaning professionals accountable, we are able to proactively address quality concerns.

We offer our employees competitive pay wages and comprehensive health benefit packages to foster a healthy, productive work environment.

Our Screening Processes

Application Review and Assessment
Careful analysis focuses on employment history and stability, and on experience/qualifications specific to the job opening.

Interviews
Initial interview assesses punctuality and appearance and clarifies points of the candidate's application. Multiple interviews may be conducted. Candidate progressing beyond this level attend our orientation program.

Electronic I-9 and E-Verify
Employment verification is completed to present proof of eligibility to work in the U.S. Potential employees are processed through E-Verify, the government's employment eligibility system.

Management Testing
May involve the use of one or more behavioral assessment tools to help assess candidates' management abilities, drive, maturity and people skills, and evaluate whether they are a good fit for the specific position.

Background Checks
Prior to being assigned to a project, and per contract requirements, employees undergo a background check. Where required, fingerprints are taken and submitted to the appropriate law enforcement agency for a detailed criminal background investigation. Statewide criminal checks are also conducted as needed.

Pre-employment Drug Testing
Oral ten-panel drug tests are completed prior to assignment for all applicants. Lab urinalysis testing is available at an additional charge.

Education and Employment Verification
In the event that the contact requires education and/or employment verifications, these services can be completed for a nominal fee.

RECRUITING

Thanks to our broad-spectrum recruiting resources, stringent screening and hiring process, and reputation for attracting top-quality professionals, we can quickly identify and place high-performing cleaning personnel for your account. Some of the recruitment resources we use: jobs.aus.com; promotions and employee referrals; universities and schools; former military/reservists, job fairs and open houses; and professional organizations.

We have a team of full-time recruiters that keep a pipeline of potential cleaners. This allows us to staff our accounts quickly when a permanent employment opportunity arises or when we need to fill a temporary position if an employee is sick or on vacation.

33,000+ VETERANS HIRED OVER THE LAST FIVE YEARS

HIRE VETS MEDALLION PROGRAM
HIREVets.gov

Recruiting and Employing American Military Veterans Gold Medallion Award recipient

ABSENCE COVERAGE

Allied Universal Janitorial Services requires that each employee give their supervisor a minimum 4 hour notice before the start of their shift if they are not able to report to work. A replacement person is then called immediately to cover the absentee's shift.

Our pool of employees is properly trained on green cleaning process and safety measures to staff any open position. This will assist in reducing the amount of training time that is spent on replacement workers' understanding of cleaning procedures when they arrive to work.

EMPLOYEE RECOGNITION

We recognize that our employees are the key to our success. As such, we acknowledge their outstanding performance and achievements throughout the year in several ways:

Recognition Awards
- Attendance Bonus Program
- Referral Program
- Cleaning Professional of the Month

"You're Phenomenal" On-the-Spot Reward
Recognizes employees for actions that go above and beyond. Employees recognized receive a gift card.

Length of Service/Tenure Awards
Recognizes employees for period of continuous, loyal service at their 1, 3, 5, 10, 15, 20 (and each 5-year increment thereafter) year anniversaries

Partners in Growth & Partners in Employment
Referral bonus programs

Allied Universal Benefits

Medical Insurance
Medical plans offered to benefit-eligible employees through payroll deduction and/or client contribution. Benefits offered pursuant to eligibility requirements/policy. Detail regarding coverage costs is available. Estimates in proposal based on proposed/evolving regulations; plan structure; estimated participation.

Dental and Vision Insurance
Quality dental insurance and Vision Service Plan offered to all benefit-eligible employees.

Disability, Life, and Accident Insurance

- Benefit-eligible employees have the ability to participate in a Disability Insurance Plan.
- AD&D insurance and $10,000 basic life insurance available to employees.
- Accident insurance through MetLife offered to benefit-eligible employees.

Paycard
Employees have option to receive their pay through direct deposit or a cash paycard (where permitted by law). Paycards allow immediate access to wages without to incurring check cashing fees.

Commuter Benefits Program
Transit and parking funds deductible via payroll (pre-tax basis) offered to benefit-eligible employees.

401(k)
Employees eligible to enroll anytime following six months of full-time employment.

Holidays
Janitorial personnel receive time-and-a-half pay when working these holidays: New Year's Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. If coverage is required for your building on any of these days, it will be billed outside of the monthly contracted rate included in the proposal. Coverage on these days will be at a rate of time and one half. Allied Universal follows all state laws regarding overtime and pays time and one half for all hours worked over 8 in one work day or over 40 in one work week.

Employee Assistance Program and Legal Services
An employee assistance program and legal service is available to employees.

PerkSpot
Fringe benefits available exclusively to our employees for personal use (e.g., discounts on fitness memberships, cellular phone plans, retail merchandise and credit union access).

NOTE: Allied Universal reserves the right to change, amend or terminate the benefits programs and its options at any time.

ELECTRONIC TIMEKEEPING (ETK)

Cleaning professionals need to be on time, every time. This is not an element of janitorial services that you and your team should ever need to think about. You need high quality cleaning professionals committed to being on time, and automated procedures that ensure schedules are easily managed. The result is seamless janitorial program management, and area supervisors who are instantly notified of schedule gaps so they can ensure uninterrupted coverage.

Allied Universal's automated real-time, schedule monitoring system, TeamTime, captures the arrival and departure times, including meal breaks, of cleaning professionals to deliver precise timekeeping, reduced administrative activities, and ensure accurate employee payroll. Employees utilizes a company-provided phone and call a toll-free number, which will verify the location of the caller to ensure they are onsite. Calls must be made from the company-approved/verified phone, or the employee will be unable to clock in.

The TeamTime program provides the following benefits:

- Reduced payroll discrepancies
- Increased employee satisfaction
- Increased client satisfaction with reduced employee turnover

UNIFORM PROGRAM

The appearance of our employees is a direct reflection of our organization along with our partners. Therefore, we make sure our staff is professionally manicured and outfitted with quality uniforms. We provide each employee with five sets of uniforms to ensure that our crews look professional and have a clean set of uniforms each day.

We have an extensive selection of uniforms that will satisfy ownership requirements of the property. Employees are required to always wear their uniforms and identification badges while on the property.

TRAINING PROGRAM

Allied Universal Janitorial Services provides an exceptional training program for all of its employees. It begins with an initial orientation, and continues with monthly and quarterly training to comply with all local, state, and federal requirements. All cleaning professionals complete our extensive training program, which ***includes 8 hours of comprehensive training*** before starting work.

OUR FOCUS IS DELIVERING WORLD CLASS CUSTOMER SERVICE AND ENVIRONMENTALLY SOUND JANITORIAL SERVICES.

ONBOARDING: DELIVERING PHENOMENAL JANITORIAL SERVICES

- Allied Universal® Mission & Value-added Services
- Green Seal is Our Gold Standard
- Customer Centric & Client Focused
- White Glove Service Standard
- Eight-hour Orientation Customized for Your Site

BOOTCAMP: ENVIRONMENTALLY SOUND TOOLS AND PRODUCTS

- The AU Green™ Process
- ProTeam® HEPA Vacuum
- Easy Trap Floor Dust Mopping System
- Double Barrel Trash System
- Microfiber Technology
- Green Seal® Certified Products
- Documentation Procedures

PREMIER TRAINING AND TESTING

- Industry-standard Best Practices, Policies, & Procedures
- Customizable to Your Facility
- Tracking & Compliance for Audits & Reports
- OSHA Right-to-know Hazardous Communications & Infectious Agents

COMPREHENSIVE INSTRUCTIONAL VIDEOS

- Hard Floor Care
- Carpet Care
- Restroom Care
- Health Care Cleaning Procedures
- Working Safely in the Health Care Environment
- Chemical Dilution Systems
- SC Johnson Professional® TruShot™

EMERGENCY RESPONSE AND PREPAREDNESS TRAINING

- Your Building's Emergency, Evacuation, & Response Plan
- Weather, Fire, Environmental, & Structural Emergencies & Contingencies
- Response for Chemical & Hazardous Material Spills
- Workplace Violence & Active Shooter Training
- Bomb Threat Protocols
- Fire Department Approved

ON-THE-JOB TRAINING

- Equipment, Supply, & Usage
- Site-specific Training
- Safety Training, Initiatives, & Policies
- Emergency Evacuation
- Administrative Processes, Procedures, Policies, & Systems
- Communication Policies

QUALITY ASSURANCE

- Continuous & Responsive Site Management
- Inspections Customized to Your Criteria
- Calendar Scheduling & Email Reminders
- Real-time Access & Trend Tracking of Site Audits

SAFETY TRAINING MODULES

Module No.	Description
1	Safety Inspections
2	General Safety Rules
3	Use of Personal Protective Equipment
4	Personal Protective Equipment (PPE) Work Site Hazard Assessment
5	Chemical Hazard Communication
6	Safety Data Sheets
7	Slip, Trips, and Falls
8	Safe Lifting
9	Ladder Safety
10	Bloodborne Pathogens (Universal Precautions)
11	Asbestos Awareness
12	Workplace Violence
13	Emergency Procedures
14	First Aid
15	Reporting Injuries or Property Damage
16	Accident Investigation
17	Return to Work and Modified Duty
18	Hand Tools
19	Confined Spaces
20	Lockout/Tagout
21	Hearing Conservation
22	Respiratory Protection
23	Heat Stress
24	Electric Power Tool Precautions
25	Sexual Harassment Training
26	Use of Personal Protective Equipment

ALLIED UNIVERSAL | EDGE® TRAINING

Allied Universal will offer management training and tracking through EDGE®. This online video-based training program allows training on the following topics to be accurately recorded and reported. Allied Universal's President and Regional Vice President will be able to track individuals through initial, specialty, and refresher training, verify compliance, and discuss training status with you at any time. The compliance tracker monitors requirements by service location, as well as any state or local regulations. This ensures that Allied Universal's employees are always the best trained and fully prepared to tackle any challenge.

Allied Universal EDGE®
EDUCATE | DEVELOP | GROW | ENGAGE

AUinstitute

Training Topics for Project Manager & Building Supervisors

- Communications & Public Speaking
- Preventing Discrimination & Harassment
- Principles of Leadership
- Managing Conflict
- Personal Safety
- Professionalism & Ethics
- Emergency Procedures
- Effective Listening
- Customer Service
- Teamwork

Upon completion of each module, employees receive a Certificate of Completion for their file.

Detailed View from Training Dashboard

AUinstitute

Welcome To Allied Universal EDGE!

GREEN CLEANING PROGRAM

Allied Universal Janitorial Services understands the importance of first impressions and wants your company to succeed on every level. Every building we clean is done in an environmentally-preferred way, utilizing green cleaning processes, chemicals and equipment. Our commitment to the environment cuts down on waste and advocates a healthy workplace, which saves your business money. We are a proud member of the U.S. Green Building Council and recently received CIMS - Green Building Certification.

The International Sanitary Supply (ISSA) awarded Allied Universal the highest honor you can achieve in the cleaning industry, CIMS - Green Building Certification, with Honors. This honor is difficult to achieve and there are less than 200 maintenance contractors in the country that have achieved this award. To achieve certification, our organization went through a comprehensive assessment and we had to demonstrate first hand compliance of the CIMS elements.

All CIMS assessments are performed by an ISSA-accredited third party assessor. The assessor reviews written documentation supporting compliance with the requirements described in CIMS' five core sections and conducts a comprehensive on-site review of the applicant's systems, processes and documentation to ensure compliance. The assessor also visits individual customer accounts or locations to ensure that the organization's activities are consistent with the documented systems and processes.

Compliance with the standard shows that a cleaning organization has the systems in place to deliver consistent, professional services designed to meet customer needs and expectations and is prepared to deliver a comprehensive green-cleaning program based on LEED EB green cleaning criteria.

ISSA CIMS GB CERTIFIED with HONORS

Having undergone a comprehensive assessment of its management structure and green cleaning operations by an independent accredited CIMS-GB assessor

Allied Universal Janitorial Services

is hereby CERTIFIED WITH HONORS to the ISSA Cleaning Industry Management Standard Green Building Criteria

and has successfully demonstrated a commitment to the delivery of environmentally preferable services designed to meet customer needs and expectations.

This Certification is valid December 3, 2020 through December 3, 2022.

ISSA

John Barrett, Executive Director
ISSA

CLEANING SUPPLIES

Allied Universal is committed to using only the best, most efficient, and environmentally-friendly cleaning solutions. This commitment is made to our clients, as well as the cleaning professionals who we rely on to provide a clean and fresh work environment each and every day. We have partnered with SC Johnson Professional® with the TruShot™ 2.0 Mobile Dispensing System.

No Mixing | No Measuring | No Stopping

The TruShot 2.0™ Mobile Dispensing System keeps crews moving with the patented spray-and-wipe cleaning system that provides optimized dilution delivery. Its fully intuitive design will have cleaning crews using it in minutes.

- High Output Trigger - delivers 1.0CC of diluted solution
- Rugged Bottle Construction - withstands 6ft drop test
- Durable Trigger Sprayer - lasts up to 250,000 trigger pulls

GLASS & MULTI-SURFACE CLEANER

Removes dirt, grease, oils, dust and grime. Ideal for daily cleaning of a variety of surfaces including glass, windows, mirrors, aluminum, walls. Clean Fresh Scent.

NSF Nonfood Compounds (C1)

PRODUCT CODE	PACKAGE SIZE DESCRIPTION	IN-USE QUARTS
315272	4x 10oz. (296mL) TruShot 2.0™	10 oz. concentrate = up to 43 In-use quarts

ECOLOGO

RESTROOM CLEANER

Penetrates to remove tough soap scum, hard water, limescale, dirt, grime and oils. Effective cleaning of toilets, tile, tubs, walls, sinks, faucets, countertops, glass and glass shower doors. Clean Fresh Scent.

PRODUCT CODE	PACKAGE SIZE DESCRIPTION	IN-USE QUARTS
315384	4x 10oz. (296mL) TruShot 2.0™	10 oz. concentrate = up to 18 In-use quarts

ECOLOGO

POWER CLEANER & DEGREASER

Powerful non-butyl, alkaline formulation with soil-lifting surfactants for exceptional cleaning. Effectively removes adhesives, oils, grease, baked-on oven soils, dirt and grime. Ideal for a variety of hard non-porous surfaces. Clean Fresh Scent.

PRODUCT CODE	PACKAGE SIZE DESCRIPTION	IN-USE QUARTS
315386	4x 10oz. (296mL) TruShot 2.0™	10 oz. concentrate = up to 13 In-use quarts

ECOLOGO

MULTI-SURFACE, RESTROOM CLEANER & DISINFECTANT

One-step disinfectant for non-porous restroom surfaces. Effective against a broad spectrum of bacteria, viruses, fungi and inhibits the growth of mold and mildew. Use on washable hard, non-porous surfaces of toilets, tubs, tiles, walls, doorknobs, garbage cans, exterior appliances, tables, chairs, desks and countertops.

PRODUCT CODE	PACKAGE SIZE DESCRIPTION	IN-USE QUARTS
315385	4x 10oz. (296mL) TruShot 2.0™	10 oz. concentrate = up to 28 in-use quarts

HOSPITAL CLEANER & DISINFECTANT

An effective one-step spray and wipe virucide and disinfectant. Effective against a broad spectrum of bacteria, viruses, fungi and inhibits the growth of mold and mildew. Use on washable hard, non-porous surfaces of: countertops, stainless steel, sinks, tubs, doorknobs, floors, walls, garbage cans, chairs, cabinets and tables.

PRODUCT CODE	PACKAGE SIZE DESCRIPTION	IN-USE QUARTS
315387	4x 10oz. (296mL) TruShot 2.0™	10 oz. concentrate = up to 15 in-use quarts

ALLIED UNIVERSAL JANITORIAL SERVICES
There for you.

CLEANING INSTRUCTIONS / PROCEDIMIENTOS DE LIMPIEZA

- Showers and Tubs
- Toilets and Urinals
- Sinks

- Doors
- Table Tops
- Counters
- Sinks

- Mirrors
- Windows
- Glass

GREEN CLEANING EQUIPMENT LIST

Allied Universal Janitorial Services provides our employees with exceptional equipment to get the job done. We believe that a well-structured training program coupled with the most technically advanced cleaning equipment produces a healthier, cleaner, and more welcoming building for your clients and employees.

Allied Universal may utilize the following equipment to complete all cleaning tasks required.

- ProTeam Super Coach Pro® HEPA Vacs
- 3M™ Easy Trap Duster System
- Waxie Floor machines, low/high-speed
- Autoscrubbers
- Carpet cleaning extractors (Noah/CFR)
- Brooms
- Microfiber towels
- Deck brushes
- Floor Machine pads
- Mop buckets and ringers
- Trash barrels
- Tool caddies for barrels
- Advance upright HEPA Vacuums
- 3M™ Easy Scrub Flat Mop System
- Burnishers
- 20 gal. Wet/Dry vacuum
- Pressure Washers
- Wet Floor Signs
- Corner/grout brushes
- Microfiber extension dusters
- Mr. Clean Magic Erasers
- Squeegees
- Toilet bowl brushes
- Cotton and nylon mops
- Personal Protective Equipment – Rubber gloves, eye glasses

All cleaning tools and equipment utilized by Allied Universal's cleaning professionals are employed to meet LEED and CIMS standards.

CLEANING INNOVATIONS

DUAL BUCKET MOPPING SYSTEM

The dual bucket mopping system takes floor cleaning to a new lever of clean. The system features a dual-compartment bucket to isolate dirty water from clean water, while also preserving the quality and cleaning power of cleaning solution. The system is also more ergonomic than the standard mop buckets since it divides the liquid weight, requiring less effort to empty each bucket when full. The buckets come in multiple colors to eliminate cross-contamination between general office cleaning and restrooms.

UNBELIEVABLE RESTROOM CLEANER

The restroom attendant will carry a deck brush and utilize Waxie's Unbelievable microorganism cleaning process. The microorganisms in the product feed on organic waste and are reactivated every time they come in contact with water. The floor cleaning will be sprayed around the base of the toilets and under the urinals to neutralize odors and deliver a better clean each and every night.

Unbelievable has the following benefits:

- Environmentally conscience, water based
- Prevents slippery floors, no rinsing required
- Eliminates odors in floor drains
- 100% All Natural – Non-Toxic
- Rejuvenates floor appearance with repetitive use

DOODLESCRUB

The Doodle Scrub cleans and prepares floors around stationary equipment, especially around tight to reach places like bathroom stalls, toilets, and in stairwells. It works great on tile and grout, VCT floors, marble, limestone, rubberized stairs, and much, much more.

The Doodle Scrub weighs in at 22 lbs and has the same weight per square inch as larger machines, but is small enough to fit in tight spaces. The motor generates 4100 rpms of power to ensure that all surfaces get cleaned efficiently.

COVID-19 RESPONSE & ELECTROSTATIC SPRAYING

Allied Universal has been at the forefront of the Coronavirus pandemic, with frontline workers providing daily disinfecting to keep working environments safe for essential workers. Allied Universal has partnered with Forensic Analytical Consulting Services (FACS), who have reviewed and confirmed that all of our Viral Contamination Response Protocols meet CDC, WHO, and Cal-OSHA guidelines and have been certified by a Certified Industrial Hygienist.

Allied Universal's disinfecting regiment starts with employees wearing proper Personal Protective Equipment while on the job site, including face masks, gloves, goggles, and any other required items to properly complete their job task. Employees utilize SCJohnson's TruShot® 2.0 Restroom Cleaner and Disinfectant along with the PROTEXUS Electrostatic sprayers with PURTABS, an effervescent tablet disinfectant registered with the EPA, to effectively disinfect surfaces. The PROTEXUS electrostatic spraying system provides 360° of disinfecting and sanitizing.

ALLIEDUNIVERSAL JANITORIAL SERVICES
There for you.

SCOPE OF WORK

LEVEL 1

Preventative High-touch Point Disinfecting

This level of cleaning is the first line of defense in an effort to prevent community spread of viruses. Allied Universal® recommends this level of disinfecting to supplement current day porter and/or night cleaning services. Services can be provided throughout the building's common areas and inside tenant spaces on high-touch point surfaces.

STAFFING PERSONNEL
Additional Day Porter and/or Night Cleaning

RECOMMENDED FREQUENCY
Weekly, Daily After Occurrence*

1. Put on all personal protective equipment (PPE) according to the label or SDS. Have all of the necessary cleaning products, protective equipment, signs, cleaning cloths, and tools available.
2. Apply SCJohnson TruShot™ Disinfectant cleaner on virtually all non-porous surfaces.
3. Pay special attention to the following[1]:

- Doorknobs/Handles
- Office Push Plates
- Waiting Area Furniture
- Vending Machines
- Cupboard Handles
- Reception Area/Lobby
- Microwave Exteriors
- Copy/Print Machines
- Refrigerator Exteriors
- Push to Exit Buttons
- Meeting Offices
- Ice Makers
- Dishwasher Exteriors
- Distribution/ Mailrooms
- Water Machines
- Restrooms

4. Allow surfaces to remain wet to optimize dwell time for cleaning and disinfection while doing other cleaning tasks.
5. Follow product label instructions to determine how long the surface must remain wet for optimal disinfection.

SEE THE SPEC SHEET

LEVEL 2

Detailed Disinfectant Team

This is recommended if there is a reasonable possibility of a likely confirmed case present in the space. Every single touchable surface is disinfected and wiped down by the Disinfectant Team that is on call 24 hours a day, 7 days a week. Our staff is trained based on the most current CDC cleaning and disinfecting guidelines to help eliminate viruses and prevent their spread. All touch surfaces will be treated with disinfectant. Level 2 increases the scope to include all workstations, cubicles, private offices, and electronics.

STAFFING PERSONNEL
Disinfectant Team

RECOMMENDED FREQUENCY
As Needed*

LEVEL 2 SCOPE OF WORK INCLUDES LEVEL 1 SCOPE OF WORK, ALONG WITH THE ADDITIONAL AREAS BELOW:

- Individual Cubicles
- Shared Workstations
- Private Offices
- Open/Shared Offices
- Mothers' Rooms
- Copy Rooms
- Phones
- Keyboards
- Lobby/Waiting Area Furniture
- Access Badge Readers
- Reception/Security Desk
- TV/Monitor Remotes
- Filing Cabinets
- Chairs
- Chair Armrests
- Tables
- Coffee Makers
- Whiteboard Pens
- Conference Call Equipment
- Mailing Stations
- Paper Shredders & Bins

SEE THE SPEC SHEET

LEVEL 3

Electrostatic Pandemic Cleaning

Level 3 cleaning is strongly recommended if there is a confirmed case in your building. CDC recommends areas be completely vacated for a minimum of 24 hours prior to work commencing. This service includes all areas/surfaces in Level 1 and Level 2, accompanied with commercial grade electrostatic spraying machines. This misting technology will apply disinfectant to all surfaces[2], including touchable, untouchable, and unreachable surfaces due to the electrostatically charged particles. The disinfecting solution has a neutral pH making it non-corrosive and non-caustic on surfaces.

STAFFING PERSONNEL
Disinfectant Team with minimum of one (1) Non-working Supervisor for fit mask testing, oversight, and documentation

RECOMMENDED FREQUENCY
As Needed*

LEVEL 3 SCOPE OF WORK INCLUDES ALL AGITATING CLEANING AND DISINFECTING FOR LEVEL 1 AND LEVEL 2.

1. Don all necessary CDC/WHO/OSHA identified PPE including N95 facemasks, chemical-resistant splash goggles, disposable nitrile gloves, coveralls, and disposable footies.
2. Clean, agitate, and disinfect all areas per Level 1 and Level 2 Scope of Work.
3. Complete Electrostatic Pandemic Cleaning.
4. Ensure proper dwell time on all surfaces.
5. Wipe down to remove any spotting of disinfectant solution.
6. Enter doffing D-Con area to remove CDC/WHO/OSHA identified PPE.
7. Bag all required PPE in minimum 6 millimeter liner trash bag and materials.
8. Disinfect 6 millimeter liner bag and haul off-site per proper CDC/WHO/OSHA guidelines.

SEE THE SPEC SHEET

evaclean™

INFECTION PREVENTION SOLUTIONS BY EARTHSAFE

PUR:ONE
EFFERVESCENT CLEANER & DISINFECTANT TABLETS

PX200ES
Handheld Electrostatic Sprayer

PURTABS
EFFERVESCENT SANITIZING / DISINFECTION TABLETS

KILL CLAIMS

PUR:ONE EPA REG. NO. 71847-7-91524	PURTABS EPA REG. NO. 71847-6-91524
BACTERIA: *Staphylococcus aureus, Staphylococcus aureus* – methicillin resistant (MRSA) & glycopeptide-resistant (GRSA), *Staphylococcus epidermidis, Salmonella enterica, Pseudomonas aeruginosa, Streptococcus pneumoniae, Escherichia coli* O157:H7, *Acinetobacter baumannii,* Vancomycin resistant *Enterococcus faecalis,* Carbapenem resistant *Klebsiella pneumoniae, Clostridium difficile* spores, *Klebsiella pneumoniae*	**BACTERIA:** *Staphylococcus aureus, Staphylococcus aureus* – methicillin resistant (MRSA) & glycopeptide-resistant (GRSA), *Staphylococcus epidermidis, Salmonella enterica, Pseudomonas aeruginosa, Streptococcus pneumoniae, Escherichia coli* O157:H7, *Acinetobacter baumannii,* Vancomycin resistant *Enterococcus faecalis,* Carbapenem resistant *Klebsiella pneumoniae, Clostridium difficile* spores, *Klebsiella pneumoniae*
VIRAL: Respiratory syncytial virus, Rhinovirus Type 14, Influenza Virus H1N1, Human Immunodeficiency Virus Type 1 (HIV-1), Hepatitis A virus, Hepatitis B virus, Hepatitis C virus, Avian influenza A (H5N1), Norovirus, Poliovirus Type 1, Coxsackievirus B3, Herpes simplex virus type 1, Coronavirus (Porcine Epidemic Diarrhea virus)	**VIRAL:** Respiratory syncytial virus, Rhinovirus Type 14, Influenza Virus H1N1, Human Immunodeficiency Virus Type 1 (HIV-1), Hepatitis A virus, Hepatitis B virus, Hepatitis C virus, Avian influenza A (H5N1), Norovirus, Poliovirus Type 1, Coxsackievirus B3, Herpes simplex virus type 1, Coronavirus (Porcine Epidemic Diarrhea virus)
TB: *Mycobacterium bovis* (TB)	**TB:** *Mycobacterium bovis* (TB)
FUNGAL: *Aspergillus fumigatus, Trichophyton interdigitale*	**FUNGAL:** *Aspergillus fumigatus, Trichophyton interdigitale*
BIOFILM: *Pseudomonas aeruginosa* (in a biofilm), *Staphylococcus aureus* (in a biofilm)	

	CONCENTRATION	DILUTION
PUR:ONE	4306 PPM *1 minute kill claim for Coronavirus* *See above for full list of PUR:ONE kill claims*	(4) 3.3g tabs per quart
PURTABS	4306 PPM ***1 minute kill claim for Coronavirus*** *See above for full list of PURTABS kill claims*	(4) 3.3g tabs/1qt w/Protexus Sprayer

CLEANING AND DISINFECTING

STEP 1 – Clean all surfaces, including floors, with PUR:ONE using microfiber cloths and flat mops.	**STEP 2 –** Disinfect all surfaces using the Protexus sprayer and PURTABS for enhanced touchless disinfection.

Ensure that all environmental cleaning and disinfection procedures are followed consistently and correctly. Thorough cleaning of environmental surfaces with PUR:ONE and applying PURTABS as a disinfectant is an effective and sufficient procedure.

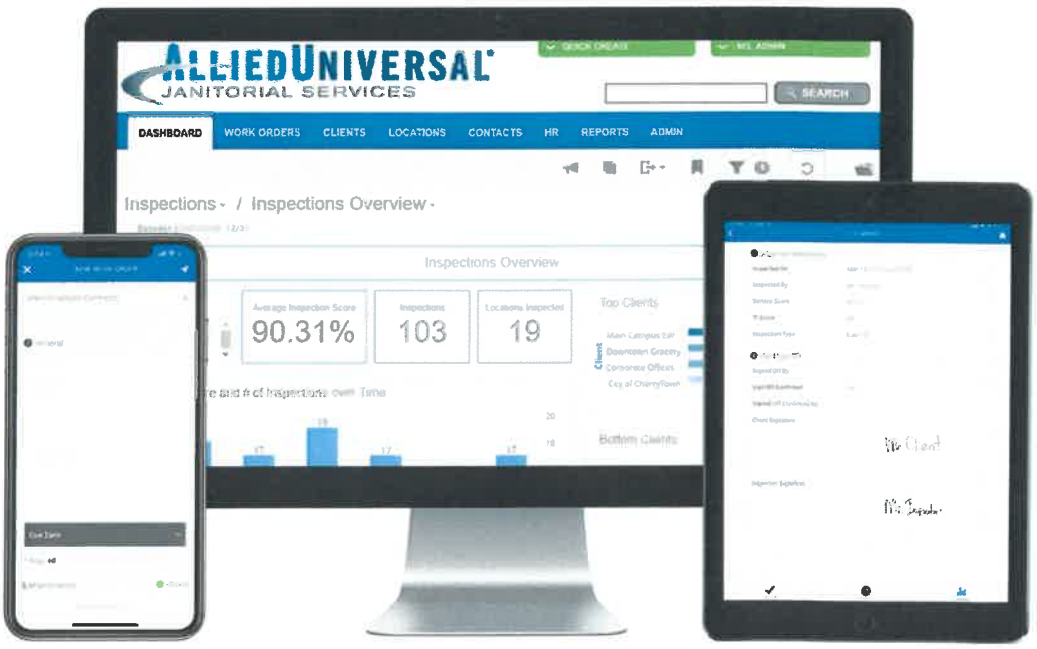
QUALITY ASSURANCE PROGRAM

Allied Universal provides an exemplary quality assurance program. It begins with a well-trained, stable, and reliable work force, delivering consistent job performance and low employee turnover. Our Quality Assurance plan was created to make sure we are exceeding ***YOUR*** cleaning expectations, while allowing us to identify any service areas that may need improvement.

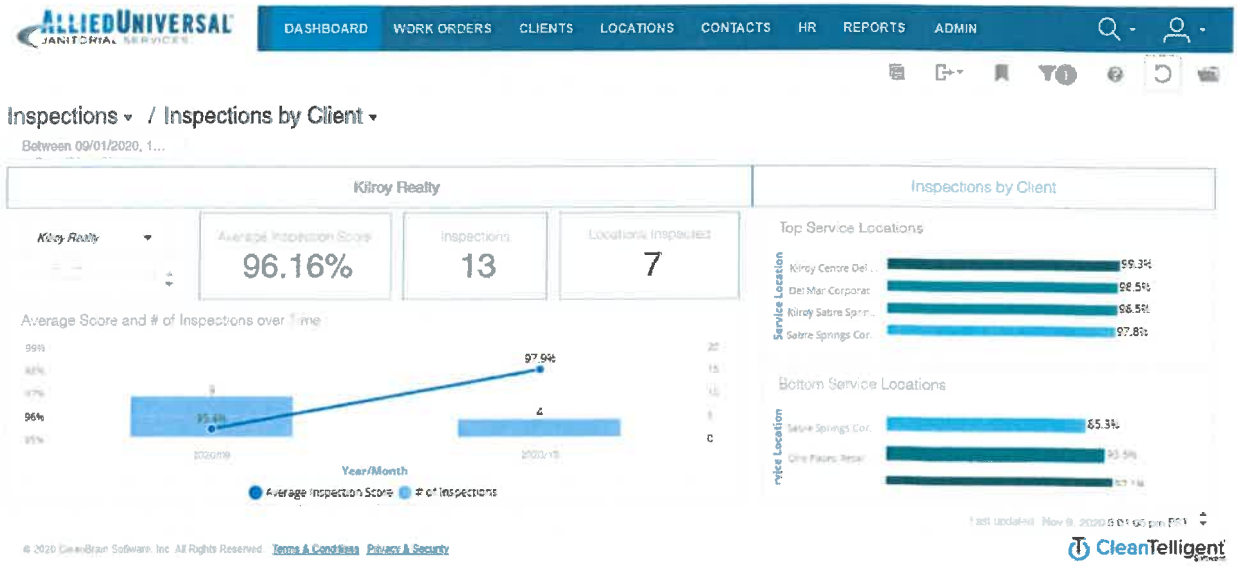
We deploy a proactive quality control plan with onsite visits from our management team. Supervision is a key element to an effective quality assurance program. In addition to the onsite supervisor, you will also be assigned an Account Manager who will provide additional supervision and support. They will perform on-site routine inspections based on your needs to ensure expectations are exceeded.

Allied Universal utilizes a cloud-based inspection and periodic scheduling program that retains your account's specific scope of work, floor work frequencies, and validation of services. The program also acts as a work order system, if needed. The software provides detailed communication and transparency of quality control inspections. Your Account Manager will have access your unique scope of work through the program on either their cell phone or tablet. Inspections are performed either weekly or every other week, depending on the building's needs and your request, and results are automatically emailed to the appropriate parties once an inspection is completed.

Allied Universal keeps a history of all inspections and allows for KPI reporting and historical trend analysis. Pictures can be taken while at a facility to address other building service needs, including plumbing or electrical issues that need to be handled by a trained Engineer. The site contract who oversees the cleaning services will have access to the system with a login and password. All periodic schedules and inspections can be viewed at your convenience.

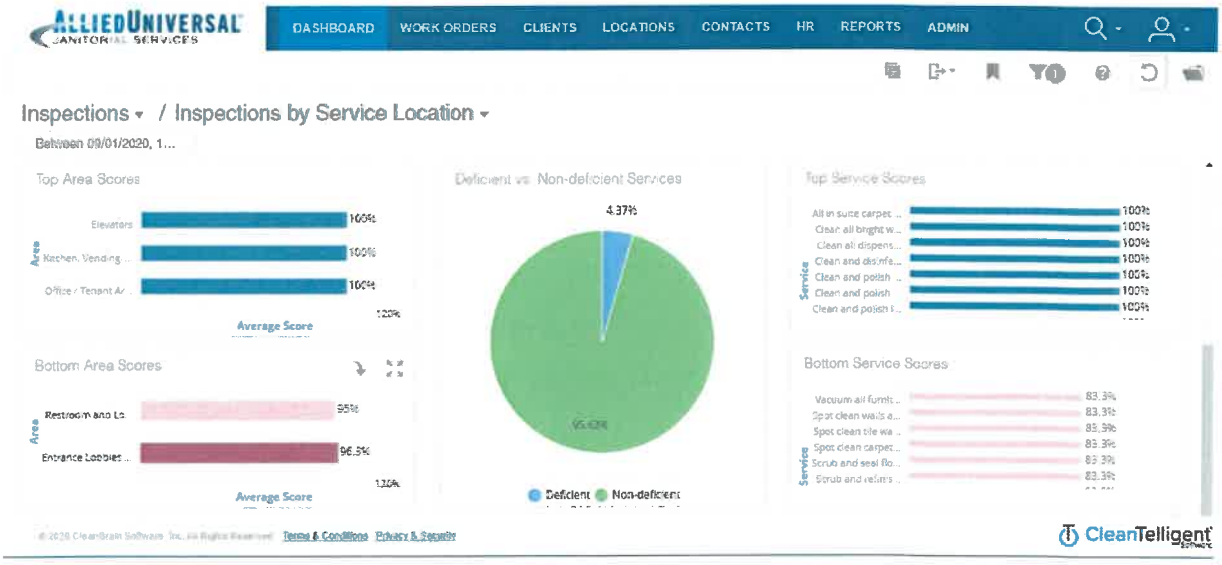


The following dashboard is from one of our clients who utilizes the full scope of our inspection program. We have provided a month-to-month comparison for the client's 10 different locations. As you can see, there has been an increase in the average inspection scores from 95.4% to 97.9%.



By tracking all inspections, historical trends will take shape and allow Allied Universal's Account Manager to identify areas that need improvement, either by area, or by type of service delivered. The Account Manager can then provide further training and coaching to those employees.

Allied Universal sets its benchmark with a minimum of 85% scores for all inspections. Should any inspection fall below this rating, email notifications are automatically generated and sent to the Regional Vice President for review and an action plan is put in place to ensure KPIs increase upon the next inspection.

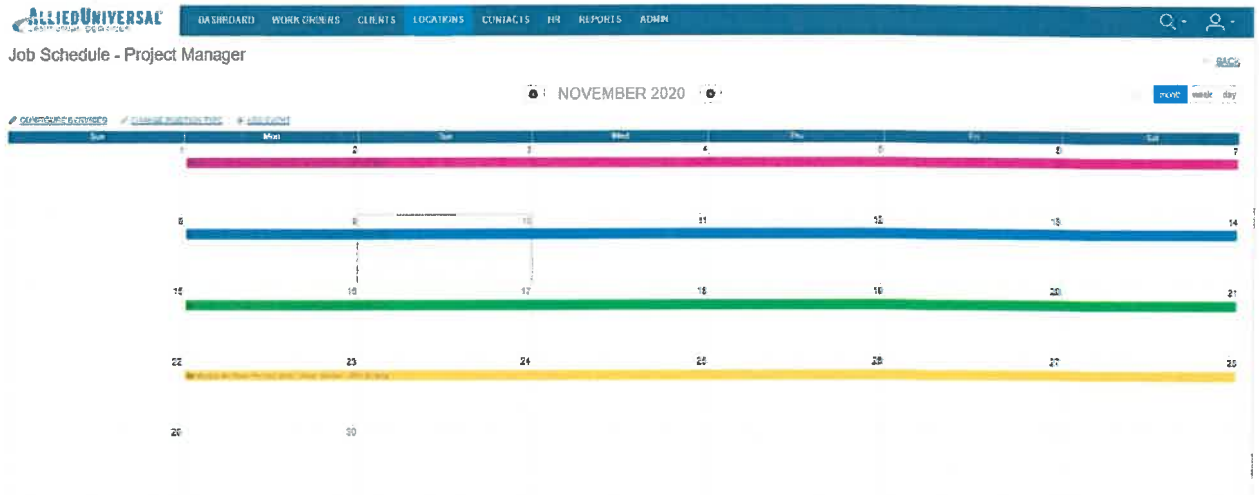


At the beginning of each month, we will meet with the night crew to recap the previous month's performance, highlight successes, and address the areas that may need improvement. Periodically, our team will provide dinners for larger crews and recognize outstanding performance by exceptional cleaning professionals.

Allied Universal will also schedule QBRs (Quarterly Business Review) that will review the following in detail:

- What successes transpired
- What challenges we faced and the solutions implemented
- Recognize top performing cleaning professionals with awards
- Review further training and development of the crew
- Identify goals for the upcoming quarter

PERIODIC FLOOR SCHEDULES



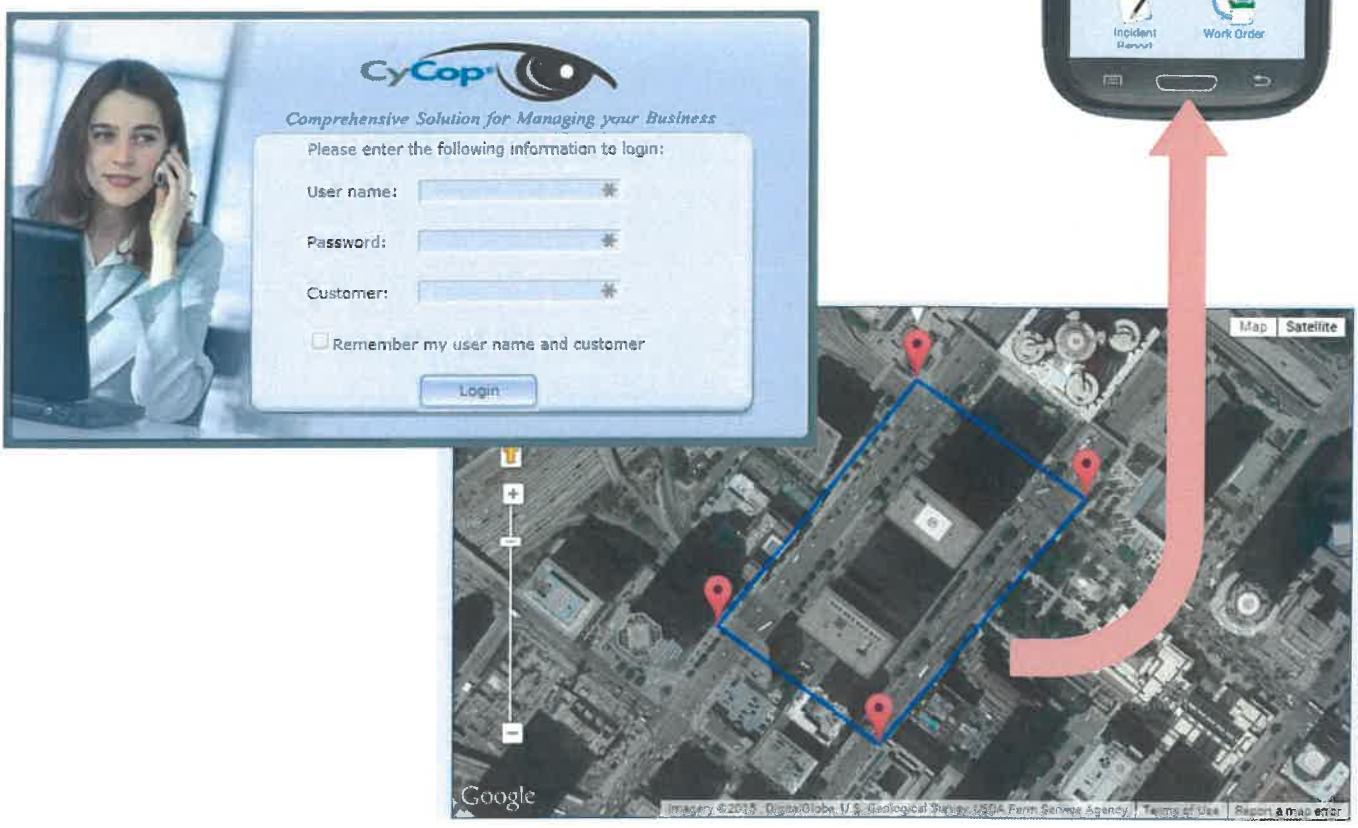
TECHNOLOGY

CYCOP

CyCop® is revolutionary approach to tracking day porters and restroom cleaners' schedules. The program is custom tailored, creating a real-time virtual GeoFence around your building to track movement and cleaning frequencies by area. This breakthrough in technology provides property managers transparency through technology by monitoring day porters work flow in real-time, effectively and hassle-free.

Benefits of CyCop

- Specifically Tailored to Your Site
- Janitorial Porters Are Monitored Through a Mobile Device
- Escalated Alerts for Immediate Situation Resolution
- Virtual GeoFence to Track Janitorial Porters' Locations
- Automated Daily Activity Logs and Restroom Checklists
- Automatically Receive and Deliver Reports via Email
- Camera/Photo upload capability
- Offers real-time information on personnel location
- Track interior movement with RFID/NFC tags, barcodes or QR codes, without additional hardware
- Photo, Text and PDF Importing
- Searchable and Secure Archived Reports
- Green Technology
- *CyCop service provided at an additional $150/unit fee*



SYRG

Allied Universal is the first janitorial services provider to implement SYRG, is a new smartphone app, to fill open shifts due to vacation and sick/absence call-offs. The simple-to-deploy platform provides Allied Universal's supervisors the tools they need to excel. Our open-shift-filling solution provides the following benefits by freeing up 5-10% of our manager's time, and reduces overtime wages.

- Reduces Costs
- Reduces Customer complaints
- Improves Compliance
- Increases employee engagement
- Increases Customer Service levels

TRANSITION PLAN

Allied Universal prides itself in smooth transitions as we begin new accounts. Our entire team goes to great lengths to ensure a smooth transition. The transition process typically begins at least 30 days prior to the start date of service. Details of the contract are reviewed upon award of services, and a startup team is placed in motion.

The team will be assigned responsibilities, and a transition checklist with tasks will be tailored for your account. The transition team leader will maintain the transition checklist and will be held accountable for ensuring all transition tasks are completed and nothing is missed during this busy time. Start and completion dates, deliverables and every resource we require will be maintained on this spread sheet and shared weekly with our facility or property manager to ensure they are in the loop with the progress of our transition.

The transition team will consist of personnel from the following departments:

- Operations Team
- Risk Management & Safety
- Training (FLS, Cleaning, Emergency Response)
- Human Resources
- Administration (Billing, payroll, purchasing)

Once everything is in place and we are ready to start, we visit all involved parties to go over their specific needs and details for cleaning their individual areas. By meeting with management before we start service, we avoid the service issues that you may encounter when switching janitorial providers. We feel this is one of the most important pieces of the process to ensure a seamless transition. The transition spread sheet and team leader will continue to keep our client contact informed until all items have been successfully completed.

VALUE ADD SERVICES

Allied Universal Janitorial Services provides industry leading janitorial services throughout the nation. At every account, we employ sustainable cleaning equipment, supplies, and procedures to reduce our environmental impact and provide a clean and healthy work environment.

Allied Universal Janitorial Services is a wholly owned company of Allied Universal. Our sister company, Allied Universal Security Services, is the largest security company in North America with over 800,000 employees. By combining our knowledge in the janitorial and security industries, Allied Universal is able to offer unprecedented value-added services that no other janitorial company can provide.

RELEVANT INDUSTRY INFORMATION

As a client, you will automatically be included on our Email Information Network. We routinely distribute notifications of incidents both nationally and locally that could impact your business. We also keep you informed in real time when events occur in your immediate area. Our local managers will monitor these occurrences and feed information back to management as these situations unfold.

We also have a large library of cleaning and security related brochures available in print and PDF format that are yours for the asking to distribute to your customers. Designing and printing these can be an extremely costly venture. Subjects covered include:

- **Security Awareness**
- **Holiday Safety Tips**
- **Disaster Preparedness**
- **Healthy Working Environment / Flu Protection**
- **Laptop Security Protection**
- **Keeping Your Office Safe**
- **Identity Theft Protection**

PRICING

The bitterness of poor quality remains long after the sweetness of low price is forgotten. ~ *Benjamin Franklin*

CLEANING SPECIFICATIONS

Please see attached cleaning specifications.

Locations for services to be performed:

REFERENCES

City of Buena Park

City Council Regular Meeting Agenda Report

RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS OF THE HUMAN RESOURCES DEPARTMENT

Meeting	Agenda Group
Tuesday, December 12, 2023, 5:00 PM	CONSENT CALENDAR Item: 4J

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 resolution authorizing the Assistant City Manager/Director of Human Resources to destroy certain records of the Human Resources/Risk Management Department which are more than three years old and/or no longer required.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

Certain Human Resources records, as described in the attached resolution, are occupying needed storage area within the department and are no longer required by statute or law to be retained. All files have been reviewed by staff, and the Assistant City Manager/Director of Human Resources has determined that the records are no longer required or necessary.

BUDGET IMPACT

There is no budget impact in approving this resolution for destruction of records.

Attachments

Reso Destruction Records 2023.12.12.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS OF THE HUMAN RESOURCES DEPARTMENT

WHEREAS, Section 34090 Government Code of the State of California provides for the destruction of public records more than two years old with the consent of the department head, the approval of the city attorney, and the approval of the legislative body by resolution; and

WHEREAS, the Assistant City Manager / Director of Human Resources has recommended that the records identified on Exhibit "A" are no longer required or necessary.

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

Section 1: Pursuant to the recommendation of the Assistant City Manager / Director of Human Resources that the records identified in Exhibit "A" are no longer required and pursuant to the approval of the City Attorney, the City Council does hereby authorize the destruction of those records in the Human Resources Department.

Section 2: The City Council hereby finds and determines that said aforementioned records are more than two years old and are no longer required nor are the same required to be kept by statute or law.

Section 3: The Assistant City Manager / Director of Human Resources is hereby directed to cause said records to be destroyed in accordance with the terms and conditions of Section 34090 of the Government Code of the State of California.

Section 4: That upon destruction of the aforementioned records, the Human Resources/Risk Management Department shall make a certificate of destruction of such records and file the original of same in the Office of the City Clerk along with a copy of this resolution.

PASSED AND ADOPTED this 12TH day of December 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 12TH day of December 2023.

_____
City Clerk

EXHIBIT “A”

Human Resources Department

Retention Period: Closed + 3 years
Recruitment Files – Closed Recruitment files and Supporting Data 2017 through 2018

2017 – 2018 Recruitment Files
Accounting Technician - Promotional Only (14-00040)
Accounting Technician (14-00042)
Administrative Assistant - Open and Promotional (14-00058)
Administrative Assistant - Open and Promotional (18-00207)
Administrative Assistant - Promotional Opportunity (14-00060)
Assistant City Clerk-Promotional (14-00056)
Assistant City Engineer (14-00009)
Assistant Engineer (18-00195)
Assistant/Associate Planner (14-00074)
Bus Driver (18-00173)
Bus Driver (18-00214)
Code Enforcement Officer - PART-TIME, NON-BENEFITED (14-00095)
Community Services Coordinator (Senior Services Division) (14-00025)
Community Services Coordinator - Fine Arts (14-00100)
Community Services Coordinator - Fine Arts Division (18-00219)
Director of Community Services (18-00231)
Director of Finance/City Treasurer (14-00019)
Director of Public Works / City Engineer (14-00076)
Driver/Scheduler (18-00172)
Engineering Aide (17-00169)
Environmental Inspector (14-00005)
Executive Assistant - City Manager's Office (18-00197)
Finance Manager (14-00064)
Fleet Maintenance Supervisor (14-00089)
Fleet Mechanic (14-00093)
Forensic Specialist (18-00205)
Human Resources Analyst (14-00038)
Lead Fleet Mechanic (14-00094)
Lead Maintenance Worker - Promotional Only (18-00179)
Lead Maintenance Worker - PROMOTIONAL ONLY (18-00187)
Lead Maintenance Worker (14-00088)

2017 – 2018 Recruitment Files (continued)
Lead Sewer Services Technician (18-00208)
Lead Water Services Technician (17-00168)
Lifeguard (14-00070)
Lifeguard/Cashier - Summer Programs (18-00182)
Lube Technician (14-00092)
Lube Technician (18-00185)
Maintenance Assistant (Part Time) (18-00218)
Maintenance Assistant (Part-Time) (18-00209)
Maintenance Assistant - Part Time (18-00183)
Maintenance Assistant - Part-Time (18-00198)
Maintenance Assistant (17-00171)
Maintenance Assistant (18-00180)
Maintenance Assistant I and II - Parks (14-00048)
Maintenance Assistant I/II (Part-Time) (14-00069)
Maintenance Assistant II - Parks (Part Time) (14-00029)
Maintenance Assistant II - Parks (14-00016)
MAINTENANCE HELPER - UTILITIES DIVISION - SEWER (14-00049)
Maintenance Helper - Utilities Division (18-00194)
Maintenance Worker - Public Works Street (14-00101)
Maintenance Worker - Public Works Street (18-00186)
Maintenance Worker - Public Works Street Maintenance (14-00046)
Marketing Assistant - Part-time, Non-benefited (18-00199)
Marketing Assistant (14-00065)
Marketing Specialist (18-00196)
Office Aide (18-00178)
Parking Enforcement Specialist (14-00039)
Parking Enforcement Specialist (18-00190)
Parking Enforcement Specialist (18-00225)
Payroll Technician (18-00232)
Planning Intern (14-00072)
Police Cadet - PART-TIME, NON-BENEFITTED (18-00184)
Police Cadet - Part-Time, Non-Benefitted (18-00220)
Police Cadet (14-00091)
Police Captain - Promotional Only (18-00203)
Police Corporal - Promotional Only 2018 (18-00202)
Police Dispatcher - (IN SCHOOL) (18-00177)
Police Dispatcher - IN SCHOOL (18-00223)

2017 – 2018 Recruitment Files (continued)
Police Dispatcher - Lateral (17-00164)
Police Dispatcher - Lateral (18-00222)
Police Dispatcher - PRE-TRAINED (18-00176)
Police Dispatcher - PRE-TRAINED (18-00221)
Police Dispatcher - Pre-Trained/Lateral (14-00030)
Police Dispatcher - Recruit (18-00175)
Police Dispatcher - RECRUIT (18-00226)
Police Lieutenant - Promotional (14-00055)
Police Lieutenant - Promotional Only (18-00206)
Police Officer - Lateral (14-00001)
Police Officer - Recruit (14-00021)
Police Officer - Recruit (14-00080)
Police Officer - Recruit (18-00174)
Police Officer - Recruit 2018 Fall (18-00216)
Police Officer - Recruit 2018-08 (18-00204)
Police Officer Recruit - 2018-08 (18-00191)
Police Records Clerk - (Females Only) (14-00003)
Police Sergeant - Promotional Opportunity (14-00050)
Police Sergeant - Promotional Opportunity (14-00103)
Police Sergeant (18-00189)
Police Services Officer (14-00083)
Police Transcriptionist - Part-Time (14-00034)
Principal Engineer (18-00212)
Principal Engineer (18-00228)
Public Relations/Journalism Internship (14-00075)
Public Works Inspector (14-00020)
Public Works Inspector (14-00111)
Public Works Inspector (18-00200)
Recreation Leader - Ehlers Event Center (17-00170)
Recreation Leader - Ehlers Event Center (18-00211)
Recreation Leader I - Gymnasium & V.O.L.T. Program (14-00052)
Recreation Leader I - Senior Center (14-00031)
Recreation Leader I - Sr. Center (14-00014)
Recreation Leader I - Summer Programs (14-00010)
Recreation Leader I - Summer Programs (18-00181)
Recreation Leader I, II, III - Ehlers Event Center (14-00045)
Recreation Leader I, II, III, IV - Summer Programs (14-00071)

2017 – 2018 Recruitment Files (continued)
Recreation Leader II - Ehlers Event Center (14-00087)
Recreation Leader II - Gymnasium (14-00026)
Recreation Leader II - Youth Sports (14-00011)
Recreation Leader III - Buena Park Community Center (14-00108)
Recreation Leader III - Gymnasium & VOLT Program (14-00008)
Recreation Leader III - Senior Center (14-00032)
Recreation Leader III - Sr. Center (14-00015)
Recreation Leader III - Various Positions (17-00146)
Recreation Leader III - Youth Sports (14-00036)
Recreation Leader III - Youth Sports (14-00047)
Recreation Leader IV - Ehlers Event Center (14-00037)
Recreation Leader IV - Ehlers Event Center (14-00086)
Recreation Leader IV - Leisure Classes (14-00004)
Recreation Leader IV - Youth Sports (14-00018)
Recreation Leader IV - Youth Sports (18-00213)
Recreation Leader-Ehlers Event Center (18-00201)
Senior Administrative Assistant - Police Administration (18-00229)
Senior Administrative Assistant - Police Administration (18-00234)
Senior Environmental Inspector - Promotional Only (14-00002)
Senior Maintenance Worker - PROMOTIONAL ONLY (18-00188)
Senior Maintenance Worker-PROMOTIONAL ONLY (14-00112)
Senior Office Assistant - Community Services (14-00041)
Senior Planner - Promotional Only (18-00215)
Senior Planner (14-00044)
Senior Sewer Services Technician - Promotional Only Opportunity (18-00192)
Senior Sewer Services Technician (18-00217)
Sewer Services Technician - Promotional Only (18-00193)
Sewer Services Technician (14-00096)
Special Events Assistant (14-00007)
Special Events Assistant (14-00028)
Special Events Assistant (14-00043)
Special Events Associate (14-00035)
Street Maintenance Superintendent - Promotional Only (14-00082)
Street Maintenance Superintendent (14-00054)
Visitor Center Administrative Assistant (14-00066)
Visitor Center Administrative Assistant (14-00110)
Visitor Center Assistant (14-00006)

2017 – 2018 Recruitment Files (continued)
Volunteer - California Welcome Center (14-00024)
Water Services Superintendent - Promotional Opportunity (14-00102)

APPROVAL BY DEPARTMENT HEAD

I, Eddie Fenton, do hereby certify that I am the duly appointed Assistant City Manager / Director of Human Resources of the City of Buena Park, and that the aforementioned records on file in the Human Resources Department are more than two years old and are not related to any outstanding claim, lawsuit, or other legal proceeding or dispute. I recommend that said records be destroyed.

Dated:

_____
Eddie Fenton
Assistant City Manager /
Director of Human Resources

APPROVAL BY CITY ATTORNEY

I, Christopher Cardinale, do hereby certify that I am the duly appointed City Attorney of the City of Buena Park and that the aforementioned records are not records required to be kept by statute or law and may be destroyed if more than two years old and/or are no longer required, provided destruction thereof has been approved by the Department Head and the City Council.

Dated:_____

_____
Christopher Cardinale
City Attorney

CERTIFICATION OF RECORDS DESTRUCTION

I, Eddie Fenton, do hereby certify that I am the duly appointed Assistant City Manager / Director of Human Resources of the City of Buena Park, and that on _____, certain records of the Human Resources Department of the City of Buena Park, as enumerated in Resolution No. _____, were destroyed.

Dated:

_____
Eddie Fenton
Assistant City Manager /
Director of Human Resources