



## City Council and Brea Arts Corporation Agenda

**Tuesday, December 19, 2017**

7:00 p.m. - General Session

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**Glenn Parker**, Mayor

**Christine Marick**, Mayor Pro Tem

**Cecilia Hupp**, Council Member

**Marty Simonoff**, Council Member

**Steven Vargas**, Council Member

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This agenda contains a brief general description of each item Council will consider. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the City Clerk's Office at (714) 990-7756 or view the Agenda and related materials on the City's website at [www.cityofbrea.net](http://www.cityofbrea.net). Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

### **Procedures for Addressing the Council**

The Council encourages interested people to address this legislative body by making a brief presentation on a public hearing item when the Mayor calls the item or address other items under **Matters from the Audience**. State Law prohibits the City Council from responding to or acting upon matters not listed on this agenda.

The Council encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of your entire group. Council rules prohibit clapping, booing or shouts of approval or disagreement from the audience. PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

### **Special Accommodations**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

### **Important Notice**

The City of Brea shows both live broadcasts and replays of City Council Meetings on Brea Cable Channel 3 and over the Internet at [www.cityofbrea.net](http://www.cityofbrea.net). Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

**GENERAL SESSION**  
**7:00 p.m. - Council Chamber**  
**Plaza Level**

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**CALL TO ORDER/ ROLL CALL - COUNCIL**

1. **Pledge of Allegiance: Brea Girl Scout Troop 3598**
2. **Invocation: Pastor Torrian Scott, Harvest International Church**
3. **Recognition of Centennial Committee**
4. **Community Announcements**
5. **Matters from the Audience**
6. **Response to Public Inquiries - Mayor / City Manager**

**ADMINISTRATIVE ITEMS** - *This agenda category is for City Council consideration of a wide variety of topics related to the City's operations. Public comments regarding items in this section should be presented during "Matters from the Audience."*

7. **Public Assembly Regulations** - Adopt **Ordinance No. 1201** Establishing Public Assembly Regulations and Amending the Brea City Code for Second Reading by Title Only and Waive Further Reading.
8. **Committee Member Recruitment Process and Timeline** - Designate Two (2) City Council Members to Serve as the Interview Committee and Direct Staff to Schedule Applicant Interviews Accordingly.

**CONSENT CALENDAR** - *The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."*

**CITY COUNCIL - CONSENT**

9. **Community Facilities Districts Annual Financial Report for Fiscal Year Ended June 30, 2016** - Receive and File.
10. **Measure M2 Expenditure Report** - Adopt **Resolution 2017-071** Concerning the Measure MS Expenditure Report for the City of Brea.

11. **Lease and Maintenance of Digital Printing/Copying Equipment** - Authorize the Purchasing Agent to Execute the Lease and Maintenance Agreements with the Xerox Corporation for a Total of \$129,527 Based on a Sixty (60) Month Lease of Digital Printing/Copying Equipment Plus As-Needed Print Charges of \$27,434 Per Year, and to Issue Annual Purchase Orders Based on Available Budget Appropriations. The New Lease Will Result in a Projected Savings to the General Fund of \$153,959 Over the Five-Year Agreement.
12. **December 5, 2017 City Council Regular Meeting Minutes** - Approve.
13. **Tract 16976 (Backbone) and Tract 16642 (PA6); and Improvements for 830 Reservoir and Tonner Pump Station in the Blackstone Development** - Accept Improvements and Approve Warranty Agreements and Bonds.
14. **Final Parcel Map 2015-164; Subdivision Agreement and Bonds; and Site Maintenance and Restoration Agreement for Property Located at 500 S. Kraemer Boulevard**- 1) Accept Final Map; 2) Approve Subdivision Agreement and Bonds; and 3) Approve Site Maintenance and Restoration Agreement.
15. **Professional Services Agreement with Trinity Sound Company** - Award Professional Services Agreement to Trinity Sound Company to Provide Curtis Theatre Building Monitor and PA System Upgrade in the Amount \$79,568, as Well as Needed Repairs and Maintenance Services to a Maximum of \$25,000 Per Year for Up to Five (5) Years. This Project is Funded with Fixed Asset Replacement Program (FARP) Funds of \$79,568.
16. **December 8 and 15, 2017 City Check Registers** - Receive and File.

#### **BREA ARTS CORPORATION - CONSENT**

17. **Brea Arts Corporation Annual Report for Fiscal Year 2016-17** - Receive and File.

#### **ADMINISTRATIVE ANNOUNCEMENTS**

18. **City Manager**
19. **City Attorney**

#### **COUNCIL ANNOUNCEMENTS**

#### **ADJOURNMENT**

## City of Brea

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### COUNCIL COMMUNICATION

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/19/2017

**SUBJECT:** **Public Assembly Regulations - Adopt Ordinance No. 1201** Establishing Public Assembly Regulations and Amending the Brea City Code for Second Reading by Title Only and Waive Further Reading.

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### **RECOMMENDATION**

Adopt Ordinance No. 1201.

### **BACKGROUND/DISCUSSION**

Demonstrations, marches, parades, processions, and rallies are regularly conducted on the City's streets, sidewalks, parks, and other public property each year. Although such activities involve free speech rights, the City has the ability to impose content-neutral time, place, and manner regulations to promote substantial government interests including the following: protecting the safety, comfort, and convenience of persons using streets, sidewalks, parks, and other public property; regulating competing uses of public fora; maintaining public property in an attractive and intact condition; preventing unreasonable interferences with residential properties and lawful businesses; and defraying the cost of certain departmental services provided for the activities.

On December 5, 2017, the City Council unanimously introduced the attached Ordinance No. 1201 to add a new Chapter 12.28 to the City Code to establish public assembly regulations consistent with federal and state court precedents. The key components of these regulations are as follows:

- An assembly permit requirement for public assemblies that meet certain criteria
- Prohibitions on the carrying or possession of certain items at a public assembly
- Prohibitions on certain conduct at a public assembly
- Restrictions on the use of sound amplification devices at a public assembly
- An indemnity requirement
- A departmental services reimbursement requirement

For purposes of these regulations, the term "public assembly" is defined as a demonstration, march, parade, procession, or rally that assembles or travels in unison on a street, sidewalk, park, public right-of-way, or other public property owned or controlled by the City and that meets any one of three criteria. The first criteria is that the activity does not comply with applicable traffic laws, regulations, or controls. The second is that the activity takes place on public property in Downtown Brea and involves 30 or more participants (this criteria reflects the City



Council's direction to revise the 20 participant threshold proposed by staff). The last is that the activity takes place on public property outside of Downtown Brea and involves 75 or more participants. There is a lower threshold for Downtown Brea because, due to the unique and compact nature of that area, public assemblies there can be unreasonably disruptive with fewer participants than public assemblies elsewhere.

These regulations will exempt certain public assemblies from the permit requirement. For example, no permit will be required to conduct a public assembly at the City Hall plaza in response to news or affairs coming into public knowledge within three days prior to such public assembly. There also are exemptions for public assemblies in facilities rented from the City, for activities conducted pursuant to a film permit issued by the City, and for funeral processions. In accordance with the City Council's direction, if an exemption is not applicable, then the permit application will have to be submitted at least four days prior to the proposed public assembly regardless of the location of the event.

The regulations include many measures to promote public safety. These include a prohibition on the carrying or possession, at a public assembly, of certain items that would be particularly dangerous if used as a weapon. There also will be a prohibition on the carrying or possession, at a public assembly, of gas masks and similar devices that could be used thwart riot control efforts by law enforcement officers. Further, the regulations will prohibit certain conduct at a public assembly such as giving traffic control instructions to non-participants of such assembly.

To prevent unreasonable interference with residential properties and lawful businesses, the regulations will restrict the time and manner in which sound amplification devices may be used at a public assembly. These restrictions will ensure that such devices are not used in the late evening or early morning hours, and that they are not used in a manner that is unduly incompatible with surrounding areas.

Finally, the regulations will require permittees to execute an indemnity agreement and to reimburse the City for any fire safety and traffic control costs associated with their public assembly. The indemnity agreement will protect the City against damages and liabilities that may be caused by the permittee or by the permittee's officers, employees, or agents. A permittee will be exempt from the indemnity agreement requirement if the permittee cooperates with the City to design the public assembly to respond to public health and safety threats identified by the City. The departmental service charges reimbursement requirement will allow the City to recover its fire safety and traffic control costs if it provides these critical services for a public assembly

### **FISCAL IMPACT/SUMMARY**

If the City Council adopts a resolution establishing an assembly permit fee in the future, then this Ordinance will require that the fee be paid concurrently with an assembly permit application unless an indigency waiver is obtained. Until such time, assembly permit applications will be processed without charge to the applicant.

### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Terence Boga, Deputy City Attorney

Concurrence: James Markman, City Attorney

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## **Attachments**

Ordinance 1201

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## **ORDINANCE NO. 1201**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BREA ESTABLISHING PUBLIC ASSEMBLY REGULATIONS AND AMENDING THE BREA CITY CODE**

#### **THE CITY COUNCIL OF THE CITY OF BREA DOES ORDAIN AS FOLLOWS:**

##### **A. RECITALS:**

(i) Demonstrations, marches, parades, processions, and rallies are regularly conducted on the City's streets, sidewalks, parks, and other public property each year.

(ii) The purpose of this Ordinance is to promote the City's interests in protecting the safety, comfort, and convenience of persons using streets, sidewalks, parks, and other public property; regulating competing uses of public fora; maintaining public property in an attractive and intact condition; preventing unreasonable interferences with residential properties and lawful businesses; and defraying the cost of certain departmental services provided for public assemblies.

(iii) Downtown Brea is a unique, compact pedestrian-friendly area devoted to shopping, entertainment, and dining uses. The City Council finds that the permit requirement threshold for public assemblies in Downtown Brea must be lower than the permit requirement threshold for public assemblies in other areas because public assemblies in Downtown Brea can be unreasonably disruptive with fewer participants than public assemblies in other areas.

##### **B. ORDINANCE:**

**SECTION 1.** The facts set forth in the Recitals, Part A of this Ordinance, are true and correct.

**SECTION 2.** Title 12 (Streets, Sidewalks and Public Property) of Part I (Municipal Code)

of the Brea City Code is amended by adding a new Chapter 12.28 to read as follows:

**“CHAPTER 12.28: PUBLIC ASSEMBLIES**

**Section**

12.28.010	Short Title
12.28.020	Purpose
12.28.030	Definitions
12.28.040	Permit Requirement
12.28.050	Permit Exemptions
12.28.060	Permit Processing
12.28.070	Prohibited Items
12.28.080	Prohibited Conduct
12.28.090	Sound Amplification
12.28.100	Indemnity
12.28.110	Departmental Service Charges
12.28.120	Violations

**§ 12.28.010 Short Title.**

This chapter shall be known and may be cited as the “Public Assembly Ordinance”.

**§ 12.28.020 Purpose.**

The purpose of this chapter is to promote the City’s interests in protecting the safety, comfort, and convenience of persons using streets, sidewalks, parks, and other public property; regulating competing uses of public fora; maintaining public property in an attractive and intact condition; and defraying the cost of certain departmental services provided for public assemblies.

**§ 12.28.030 Definitions.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**CITY MANAGER.** City Manager or designee thereof.

**DEPARTMENTAL SERVICE CHARGE.** Actual fire safety and traffic control costs incurred by the City in connection with a public assembly for which an assembly permit

is issued.

**DOWNTOWN BREA.** That portion of the City bounded by Imperial Highway on the south, by Brea Boulevard on the east (including properties with frontage on the east side of Brea Boulevard), by Ash Street on the north, and by the terminus of Birch Street and the Gateway Shopping Center on the west. A map depicting the boundaries of the Downtown Brea area is available for public inspection in the office of the City Clerk during normal business hours of the City.

**INDIGENT NATURAL PERSON.** A person who satisfies either of the following criteria:

1. Is receiving benefits pursuant to the Burton-Moscone-Bagley Citizens' Income Security Act for Aged, Blind and Disabled Californians (Welfare and Institutions Code § 12000 et seq.), the California Work Opportunity and Responsibility to Kids Act (Welfare and Institutions Code § 11200 et seq.), the Supplemental Nutritional Assistance Program (7 U.S.C. § 2011 et seq.), or Welfare and Institutions Code § 17000.

2. Whose monthly income is 125% or less of the current monthly poverty line annually established by the Secretary of Health and Human Services.

**PUBLIC ASSEMBLY.** A demonstration, march, parade, procession, or rally that assembles or travels in unison on a street, sidewalk, park, public right-of-way, or other public property owned or controlled by the City and that meets any of the following criteria:

1. Does not comply with applicable traffic laws, regulations, or controls.
2. Takes place on public property in Downtown Brea (including any areas over which an easement for public pedestrian use or access exists) and involves 30 or more participants.

3. Takes place on public property outside of Downtown Brea and involves 75 or more participants.

**SOUND AMPLIFICATION DEVICE.** Any bullhorn, megaphone, speaker, or similar device used to amplify the volume of a voice or a sound.

**§ 12.28.040 Permit Requirement.**

No person shall conduct or participate in a public assembly unless an assembly permit has been issued for such activity.

**§ 12.28.050 Permit Exemptions.**

An assembly permit shall not be required for any of the following:

A. Public assemblies that are conducted at the City Hall plaza and are occasioned by news or affairs coming into public knowledge less than three days prior to such public assembly.

B. Public assemblies in a City facility that has been rented from the City.

C. Activities conducted pursuant to a film permit issued under Chapter 5.224 of this Code.

D. Activities conducted by a governmental agency acting within the scope of its authority.

E. Funeral processions conducted by a mortuary or funeral home.

**§ 12.28.060 Permit Processing.**

A. Application Deadline. Assembly permit applications shall be filed with the City Manager not less than four days prior to the date of the proposed public assembly.

B. Application Contents. Assembly permit applications shall be filed on a City-provided form and shall contain the following information as applicable:

1. Name and contact information for the person who is organizing the public assembly and will be responsible for its conduct.
2. Name and contact information for the organization on whose behalf the public assembly is proposed to be conducted.
3. Date, time, and location of the public assembly including any staging area, disbanding area, and travel route.
4. An estimate of the number of persons who will be participating in the public assembly.
5. An estimate of the length of the public assembly in miles.
6. An estimate of the number persons who will be observing the public assembly.
7. The type of security or other arrangements that will be provided to assure that participants are properly directed.
8. The minimum and maximum speeds that the public assembly is to travel.
9. The maximum number of march, parade, or procession units in the public assembly and the maximum and minimum interval of space to be maintained between the units.
10. The number and type of vehicles in the public assembly.
11. Written permission from the owner of any private property that will be used as a staging area or a disbanding area.

C. Application Fee. Any person seeking an assembly permit shall pay a non-refundable application fee concurrently with the filing of the application. The assembly

permit application fee amount shall be as set by City Council resolution.

D. Indigency Waivers. An indigent natural person shall be exempt from payment of the assembly permit application fee upon obtaining an indigency waiver. An organization in which a majority of its members are indigent natural persons also shall be exempt from payment of the assembly permit application fee upon obtaining an indigency waiver. A request for an indigency waiver shall be made at the time of permit application and shall be accompanied by such relevant information and documentation as may be necessary for verification of eligibility. The City Manager shall grant an indigency waiver upon verification of eligibility.

E. Permit Approval or Denial. The City Manager shall approve an assembly permit application unless one or more of the denial findings specified in Paragraph F below is made in a written notice to the applicant. The City Manager shall consider each application upon its merits, shall not discriminate in granting or denying applications, and shall not deny a permit based upon a subject matter or viewpoint involved in a proposed public assembly.

F. Denial Findings. An assembly permit application shall only be denied on the basis of one or more of the following criteria:

1. The application is incomplete.
2. The application contains false or intentionally misleading information.
3. The applicant, or the organization on whose behalf the public assembly is proposed to be conducted, has an unpaid departmental service charge debt to the City for a prior public assembly.



4. The public assembly is proposed for a time and location for which another activity has been previously authorized.

5. The public assembly will require the simultaneous closure of the roadway portion of more than two streets that run in a parallel direction between the hours of seven a.m. and eight p.m. Monday through Friday, or between the hours of ten a.m. and six p.m. on Saturday, unless the activity will occur on a national holiday.

6. The public assembly will require closure of the roadway portion of any street in a commercial zone for more than three hours in any one day between the hours of seven a.m. and eight p.m. Monday through Friday, unless the activity will occur on a national holiday.

7. The route or location of the public assembly traverses a street or other public right of way that was scheduled for maintenance, construction, or repair prior to the submission of the permit application and the conduct of the public assembly would interfere with such maintenance, construction, or repair or would create a threat to the health or safety of the public assembly's participants.

8. The staging area or disbanding area cannot physically accommodate the number of participants expected by the applicant.

9. The public assembly would result in a violation of any federal, state, or local law.

G. Permit Conditions. The City Manager may condition an approved permit with reasonable requirements concerning the time, place, or manner of holding the public assembly as is necessary to coordinate multiple uses of public property, to assure preservation of public property, to prevent dangerous, unlawful, or impermissible uses,

to protect the safety of persons and property, and to control vehicular and pedestrian traffic in and around the venue.

**§ 12.28.070 Prohibited Items.**

A. Prohibitions. No person shall carry or possess any of the following items while present at a public assembly:

1. Lumber, wood, or wood lath greater than one foot in length.
2. Plastic pipe or metal greater than one foot in length or greater than one-quarter inch in its thickest dimension.
3. A sign, poster, plaque, or notice that is not constructed solely of a cloth, paper, or cardboard material less than one-quarter inch in thickness.
4. A projectile launcher or similar device used to hurl an object, liquid, or other substance.
5. A gas mask or similar device used to filter air breathed and that would protect the respiratory tract and face against irritating, noxious, or poisonous gases.

B. Exceptions. Paragraph A does not apply to the following:

1. Any person carrying or possessing a piece of wood that satisfies all of the following criteria:
  - a. Is blunted at its ends.
  - b. Is two inches or less in width.
  - c. Is one-fourth inch or less in thickness or, if not generally rectangular in shape, is three-fourths inch or less in its thickest dimension.
2. Any disabled person carrying or possessing a cane, walker, or

similar item necessary for such person's mobility.

**§ 12.28.080 Prohibited Conduct.**

No person shall engage in any of the following conduct while present at a public assembly:

- A. Violate any permit condition contained in the assembly permit issued for the public assembly.
- B. Fail to abide by instructions given by a traffic control officer or law enforcement officer for the purpose of accommodating emergency vehicles or traffic through a public assembly route.
- C. Give traffic control instructions to non-participants of the public assembly.
- D. Ignite or burn any open flame device (including a candle, portable or stationary torch, road flare or fuse, fuel fired lantern, signal flare or sky lantern), bonfire, recreational fire, cooking fire, warming fire, sign, or effigy.

**§ 12.28.090 Sound Amplification.**

A. Time Restriction. No person at a public assembly shall utilize a sound amplification device between the hours of 10:00 p.m. and 9:00 a.m.

B. Manner Restrictions. No person at a public assembly shall utilize a sound amplification device that does any of the following:

- 1. Produces loud or raucous noises which interferes with the conduct of any business in the vicinity of the assembly.
- 2. Disturbs the peace, quiet, and comfort of persons in the vicinity of the assembly.
- 3. Is audible at a distance of 250 feet from the point from which the

broadcast emanates.

**§ 12.28.100 Indemnity.**

A. Requirement. An assembly permit shall not be effective until the permittee has submitted to the City Manager an executed indemnification agreement approved as to form by the City Attorney.

B. Scope. The indemnification agreement shall require the permittee to defend, indemnify, and hold the City and the City's officers' employees, and agents harmless from and against claims, damages, expenses, loss or liability arising out of or resulting from the alleged acts or omissions of the permittee or the permittee's officers, employees, or agents in connection with the permittee's public assembly. The indemnification agreement shall not make the permittee responsible for losses to the City arising from audience reaction to the permittee's public assembly; shall not make the permittee responsible for activities at the permittee's public assembly that are outside of the permittee's control; and shall not require the permittee to waive any cause of action the permittee might otherwise have against the City.

C. Exception. An indemnification agreement shall not be required if the permittee cooperates with the City Manager to design the public assembly to respond to specific risks, hazards, and dangers to the public health and safety identified by the City Manager as being reasonably foreseeable consequences of the public assembly.

**§ 12.28.110 Departmental Service Charges.**

A. Reimbursement Requirement. A permittee shall reimburse the City for departmental service charges incurred in connection with or due to the permittee's public assembly. No permittee is required to pay for the cost of law enforcement personnel to

provide for the protection of a public assembly and its attendees from hostile members of the public or from counter-demonstrators, or to pay for the cost of general law enforcement in the vicinity of the event.

B. Invoice. No later than 30 business days after the expiration of an assembly permit, the City Manager shall issue the permittee an itemized invoice of departmental service charges incurred in connection with or due to the permittee's public assembly.

C. Payment Deadline. No later than 30 business days after issuance of the invoice, a permittee shall remit to the City Manager payment for the departmental service charges specified in such invoice.

D. Exception. This Section shall not apply to any person who has been exempted from payment of the assembly permit application fee by receipt of an indigency waiver.

#### **§ 12.28.120 Violations.**

Any person who intentionally violates any provision of this Chapter shall be guilty of a misdemeanor."

**SECTION 3.** The City Council finds that it can be seen with certainty that there is no possibility the adoption of this Ordinance may have a significant effect on the environment because it establishes content-neutral time, place, and manner regulations for public assemblies on City property. It is therefore exempt from California Environmental Quality Act review pursuant to Title 14, Section 15061(b)(3) of the California Code of Regulations.

**SECTION 4.** The City Council declares that, should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the

remaining provisions, sections, paragraphs, sentences, and words of this Ordinance shall remain in full force and effect.

**SECTION 5.** The City Clerk shall certify to the adoption of this Ordinance.

**APPROVED AND ADOPTED** this 19<sup>th</sup> day of December, 2017.

\_\_\_\_\_  
Glenn Parker, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea held on the 5<sup>th</sup> day of December 2017, and was finally passed at a regular meeting of the City Council of the City of Brea held on the 19<sup>th</sup> day of December, 2017 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

DATED: December 19, 2017

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

December 19, 2017  
**ORD. 1201**

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 12/19/2017  
**SUBJECT:** Committee Member Recruitment Process and Timeline

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**RECOMMENDATION**

Designate two (2) City Council Members to serve as the Interview Committee and direct staff to schedule applicant interviews accordingly.

**BACKGROUND/DISCUSSION**

The Brea City Code defines the process for recruiting City committee members when current member terms expire. One (1) position on each of the Arts in Public Places and Investment Advisory Committees and two (2) positions on the Traffic Committee will expire on December 31, 2017. Committee Members will continue to serve until they are reappointed or replaced.

Chapter 2.16 of the Brea City Code outlines the process for Committee Member recruitment. Staff proposes the following recruitment timeline:

- Designate two (2) Council Members to serve as the Interview Committee on December 19, 2017.
- Applications are due to the City Clerk's Office no later than January 12, 2017.
- Applicant interviews with Interview Committee no later than one week before the February 6, 2017, City Council meeting.
- Council will make appointments on February 6, 2017.
- Council will recognize outgoing members at Council Meeting on February 6, 2017.

Government Code 54970, known as the Maddy Act, requires legislative bodies to post a list of all appointments to regular Commissions, Committees and Boards by December 31, 2017, in the public library. A copy of the Local Appointments List is attached for your information.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Lillian Harris- Neal, City Clerk

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**Attachments**

Maddy Act

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# CITY OF BREA – 2017 LOCAL APPOINTMENTS LIST

## CITY COUNCIL

<u>Name</u>	<u>Appointment Date</u>	<u>Expiration Date</u>
Cecilia Hupp, Mayor	12/2014	12/2018
Glenn Parker, Mayor Pro Tem	12/2014	12/2018
Christine Marick, Council Member	12/2016	12/2020
Marty Simonoff, Council Member	12/2016	12/2020
Steve Vargas, Council Member	12/2014	12/2018

## ART IN PUBLIC PLACES ADVISORY COMMITTEE

Duties: The Art in Public Places Advisory Committee is responsible for reviewing all sculpture applications in order to ensure compliance with the Art in Public Places Program criteria, as established by City Ordinance No. 1050.

Responsibilities include attending all public sculpture review meetings, exercising judgment that is fair and consistent with policy guidelines, advising the Cultural Arts Commission and the City Council on all public art related issues, and upholding the reputation and integrity of the Art in Public Places Program and the City of Brea.

Qualifications: Members must be Brea residents, demonstrate enthusiastic commitment to the betterment of the community, and be oriented toward service to the people and sensitive to their needs. Members must be able to demonstrate education, experience, and commitment in the visual arts, including sculpture.

<u>Name</u>	<u>Appointment Date</u>	<u>Expiration Date</u>
Kris St. Clair, Chair	01/2016	12/2018
Margee Hills	01/2017 Reappointed	12/2020
Ashley Whinnery	01/2017	12/2020
Craig Livingston		Parks, Recreation, & Human Services Commission Representative
Pat Fox		Planning Commission Representative
Judy Randlett		Cultural Arts Commission Representative

**Pursuant to Governments Code 54792.** On or before December 31 of year, each legislative body shall prepare an appointments list of all regular and ongoing boards, commissions, and committees which are appointed by the legislative body of the local agency. This list shall be known as the Local Appointments List. The list shall contain the following information: (a) A list of all appointive terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position; (b) A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body, and the necessary qualifications for each position.



# CITY OF BREA – 2017 LOCAL APPOINTMENTS LIST

## CULTURAL ARTS COMMISSION

Duties: The Cultural Arts Commission helps to identify the cultural needs and interests of the community and recommends various ways to broaden community participation in the arts. This commission is directly involved with the City of Brea Art Gallery and the Curtis Theatre, as well as other culturally-oriented events and programs. The commission is made up of five members.

Qualifications: Members must be Brea residents, demonstrate enthusiastic commitment to the betterment of the community, and be oriented toward service to the people and sensitive to their needs. Members must be able to demonstrate education, experience, and commitment in the visual arts, including sculpture.

<u>Name</u>	<u>Appointment Date</u>	<u>Expiration Date</u>
Robert Grosse	02/2015	12/2018
Yuka Ogino	01/2016	12/2018
Thomas Donini	02/2015	12/2018
Judy Randlett	01/2017 Reappointed	12/2020
Benjamin Schultz	01/2017	12/2020

## INVESTMENT ADVISORY COMMITTEE

Duties: Brea safeguards public funds by prudent investing practices. Providing oversight is the Investment Advisory Committee. The committee reviews and makes recommendations on investment policy and investment strategy of the City to strengthen the internal control of the management of the City's funds.

Qualifications: Members must be Brea residents, demonstrate enthusiastic commitment to the betterment of the community, and be oriented toward service to the people and sensitive to their needs. Some knowledge and background in the areas of interest are advantageous, but not mandatory.

<u>Name</u>	<u>Appointment Date</u>	<u>Expiration Date</u>
Scott Fujioka	01/2016	12/2019
Gary Terrazas	02/2014	12/2017
Christine Marick		Council Member
Marty Simonoff		Alternate
Richard Rios		City Treasurer
Cindy Russel		Admin. Services Director
Faith Medrazo		Revenue & Budget Manager
Alicia Brenner		Sr. Management Analyst
Ana Conrique		Senior Accountant
Bill Dennehy		Chandler Asset Management (Consultant)
Ted Pieroski		Chandler Asset Management (Consultant)

# CITY OF BREA – 2017 LOCAL APPOINTMENTS LIST

## OVERSIGHT BOARD

**Duties:** The Oversight Board has a fiduciary responsibility to holders of obligations of the former Redevelopment Agency (RDA) and to the taxing entities that would benefit from the distribution of revenues generated by the liquidation of RDA assets. Assembly Bill ABX1 26 gives the Oversight Board authority over the former RDA's financial affairs. Per the legislation, the OB exists for four years. All California Oversight Boards will be merged into one board for each county commencing on July 1, 2016.

**Qualifications:** Members must be Brea residents, demonstrate enthusiastic commitment to the betterment of the community, and be oriented toward service to the people and sensitive to their needs. Some knowledge and background in the areas of interest are advantageous, but not mandatory.

<u>Name</u>	<u>Appointment Date</u>	<u>Expiration Date</u>
Bill Gallardo	09/2015	Chair, City Manager
Brad Mason	07/2015	Vice Chair, Superintendent, BOUSD
Keri Bullock	10/2016	Senior Management Analyst
Kent Forde	03/2012	Owner, XL Contracting
Don Parker		Orange County At Large
Don Schweitzer	03/2012	O.C. Sanitation District Rep.
Kashmira (Kash) Vyas	05/2014	Comm. College District Director, Fiscal Affairs

## PARKS, RECREATION, AND HUMAN SERVICES COMMISSION

**Duties:** The Parks, Recreation, and Human Services Commission assesses the recreational and social needs of the community and makes recommendations regarding such programs. The commission actively promotes the city's community services programs, oversees the use of park facilities and attends to "people services," especially senior citizens. Commission members receive comments on such programs and encourage local recreation and human services groups and organizations to work with the city to meet the needs of residents.

**Qualifications:** Members must be Brea residents, demonstrate enthusiastic commitment to the betterment of the community, and be oriented toward service to the people and sensitive to their needs. Some knowledge and background in the areas of interest are advantageous, but not mandatory.

<u>Name</u>	<u>Appointment Date</u>	<u>Expiration Date</u>
Andrew Todd, Vice Chair	02/2015	12/2018
Bill Higgins, Chair	02/2015	12/2018
Marie Ryan	04/2017	12/2018
Craig Livingston	01/2017	12/2020
Steve Shatynski	01/2017 Reappointed	12/2020

# CITY OF BREA – 2017 LOCAL APPOINTMENTS LIST

## PLANNING COMMISSION

Duties: Established by state law, the Planning Commission's primary function is to study proposed developments that may have an impact on the community's growth and environment. This commission ensures that proposed developments will meet the City of Brea's technical, environmental, and aesthetic standards. The commission holds public hearings to review plans to ensure they comply with the city's zoning regulations and general plan for development.

Qualifications: Members must be Brea residents, demonstrate enthusiastic commitment to the betterment of the community, and be oriented toward service to the people and sensitive to their needs. Some knowledge and background in the areas of interest are advantageous, but not mandatory.

<u>Name</u>	<u>Appointment Date</u>	<u>Expiration Date</u>
Jim Grosse	02/2015	12/2018
Pat Fox	02/2015	12/2018
James McGrade, Chair	01/2017 Reappointed	12/2020
Melanie Schlotterbeck	01/2017	12/2020
Arthur Willis, Vice Chair	11/2016	12/2018

## TRAFFIC COMMITTEE

Duties: The Traffic Committee reviews all traffic and circulation issues affecting Brea, including neighborhood, city-wide, and regional issues. The committee reviews recommended speed limits, requests for residential area traffic-control devices, and traffic impacts of large development projects. The committee provides a sounding board for residents to bring up traffic problems and to seek remedies or solutions to traffic issues throughout the community.

Qualifications: Members must be Brea residents, demonstrate enthusiastic commitment to the betterment of the community, and be oriented toward service to the people and sensitive to their needs. Some knowledge and background in the areas of interest are advantageous, but not mandatory.

<u>Name</u>	<u>Appointment Date</u>	<u>Expiration Date</u>
Vance Bjorklund	01/2017	12/2020
Ronald Martorella	01/2017	12/2020
Hung Dan Phu	01/2017 Reappointed	12/2020
Jason Gabriel	01/2016 Reappointed	12/2017
Richard Dooley	01/2016	12/2017
Tony Olmos		Public Works Dir., Chair
Jack Conklin		Police Chief
Lew Gluesing		Traffic Engineer
Will Wenz		Public Works Superintendent

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/19/2017

**SUBJECT:** Community Facilities Districts Annual Financial Report for Fiscal Year Ended June 30, 2017

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**RECOMMENDATION**

Receive and file.

**BACKGROUND/DISCUSSION**

During Fiscal Year 2016-17, there were six Community Facilities Districts (CFDs). Annually, special taxes are levied and collected to pay for the annual costs associated with these CFDs. There are three bonded CFDs in which the special taxes are used to make payments related to bonds that were issued for the benefit of the CFD. There are three non-bond (public) services CFDs in which the special taxes are used to pay the annual public safety and maintenance costs associated with the CFDs.

Government Code Sections 50075.3 (Report on Special Taxes) and 53411 (Report on Bond Proceeds) require the chief financial officer of the issuing local agency to file the annual financial report with its governing body no later than January 1 every year. The attached reports provide a summary which includes the beginning balance as of July 1, 2016; amounts collected and expended during Fiscal Year 2016-17 and the ending balance as of June 30, 2017, for each CFD.

These Annual CFD Financial Reports are also posted on the City's website.

**FISCAL IMPACT/SUMMARY**

There is no fiscal impact related to the issuing of these reports. As mandated by the California Government Code Sections 50075.3 and 53411, City staff is submitting the Communities Facilities Districts Annual Financial Report for fiscal year ended June 30, 2017. The report will insure compliance with Sections 50075.3 and 53411 of the California Government Code.

**RESPECTFULLY SUBMITTED:**

William Gallardo: City Manager

Prepared by: Lee Squire, Financial Services Manager/Accounting

Concurrence: Cindy Russell, Administrative Services Director

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### **Attachments**

Bonded CFD Reports

Non-Bonded CFD Reports

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**CITY OF BREA**  
**BONDED COMMUNITY FACILITIES DISTRICTS REPORT**  
**FOR FISCAL YEAR ENDED 6/30/2017**

<b>District</b>	<b>Balance 7/1/2016</b>	<b>Special Taxes Collected During FY 2016-17</b>	<b>Special Taxes Expended During FY 2016-17</b>	<b>Balance 6/30/2017</b>	<b>Project</b>
CFD 1996-1 (Downtown Brea)	\$261,731	\$260,290	\$259,078	\$262,943	Ongoing
CFD 1997-1 (Olinda Ranch)	\$357,344	\$524,660	\$482,056	\$399,948	Ongoing
CFD 2008-2 (Brea Plaza)	\$407,733	\$674,885	\$662,787	\$419,831	Ongoing

**Notes:**

Amounts reported for special taxes collected during FY 2016-17 includes special taxes and interest earnings.

For CFD 1996-1 (Downtown Brea) the amount reported for special taxes expended during FY 2016-17 was for bond payments, administrative costs, and slope maintenance (Brea Gateway Center).

For CFD 1997-1 (Olinda Ranch) and CFD 2008-2 (Brea Plaza) for special taxes expended during FY 2016-17 was for bond payments and administrative costs.

**CITY OF BREA**  
**NON-BONDED COMMUNITY FACILITIES DISTRICTS REPORT**  
**FOR FISCAL YEAR ENDED 6/30/2017**

<b>District</b>	<b>Balance 7/1/2016</b>	<b>Special Taxes Collected During FY 2016-17</b>	<b>Special Taxes Expended During FY 2016-17</b>	<b>Balance 6/30/2017</b>	<b>Project Status</b>
CFD 2008-1 (Blackstone Residential Development)	\$503,199	\$712,677	\$821,690	\$394,186	Ongoing
CFD 2011-1 (La Floresta Residential/Commercial Development)	\$185,244	\$199,301	\$236,991	\$147,554	Ongoing
CFD 2013-1 (Taylor-Morrison Residential Development)	\$71,748	\$48,285	\$33,981	\$86,052	Ongoing

**Notes:**

The amounts reported for special taxes collected during FY 2016-17 include special taxes and interest earnings.

For CFD 2008-1 (Blackstone Residential Development) and CFD 2011-1 (La Floresta Residential/Commercial Development) the amount reported for special taxes expended during FY 2016-17 was for public safety services and maintenance of facilities.

For CFD 2013-1 (Taylor-Morrison Residential Development) the amount reported for special taxes expended during FY 2016-17 was for fire safety services.

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 12/19/2017  
**SUBJECT:** Resolution Concerning Measure M2 Expenditure Report

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**RECOMMENDATION**

Adopt Resolution

**BACKGROUND/DISCUSSION**

On November 7, 2006, voters approved Renewed Measure M, which is commonly referred to as M2. M2 is a 30 year program extension of the original Measure M (1991-2011) to fund countywide transportation facility and service improvements by a transactions and use tax of one-half of one percent (1/2%). M2 requires that each jurisdiction adopt an Annual Expenditure Report to account for funds expended that satisfy the Measure M Maintenance of Effort (MOE) requirement and expenditures of all activities funded with M2 revenues within six (6) months of the jurisdiction's fiscal year end. By adopting this Resolution concerning the Measure M2 Expenditure Report, the City will be in compliance with this requirement.

As with the original Measure M, each year the City must provide specific documentation to the Orange County Transportation Authority (OCTA) in order to maintain Measure M2 eligibility for local fair share and competitive grant funding. OCTA is the local transportation authority responsible for administering proceeds of the M2 sales tax. The City of Brea routinely applies for competitive funding through the Comprehensive Transportation Funding Program (CTFP), which is a component of M2. The CTFP brings a number of competitive grant programs through M2 under one set of procedures and guidelines. M2 funds enable the City to undertake significant capital projects that improve the transportation and circulation system in Brea.

In June 2017, the City submitted all documentation for the annual M2 eligibility requirements, with the exception of this Measure M2 Expenditure Report. It was necessary for staff to wait until after the City's audits were completed in order to prepare the report based on audited financial data. This new M2 requirement will continue on an annual basis as per OCTA ordinance.

**COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their December 12, 2017 meeting and recommended to proceed.



**FISCAL IMPACT/SUMMARY**

Continued compliance with the M2 MOE requirement will enable the City of Brea to be eligible for local fair share and competitive grant funding. There is no impact to the General Fund.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Warren Coleman, Senior Management Analyst

Concurrence: Steve Kooyman, P.E., City Engineer and Tony Olmos, P.E., Public Works Director

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**Attachments**

Resolution 2017-071

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## **RESOLUTION NO. 2017-071**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF BREA**

#### **A. RECITALS:**

(i) Orange County Local Transportation Authority Ordinance No.3 requires local jurisdictions to adopt an annual Expenditure Report to account for Measure M2 Revenues, developer/traffic impact fees, and funds expended by local jurisdiction which satisfy the Maintenance of Effort requirements; and

(ii) The Expenditure Report shall include all Measure M2 Revenue fund balances, interest earned and expenditures identified by type and program or project; and

(iii) The Expenditure Report must be adopted and submitted to the Orange County Transportation Authority (OCTA) each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Measure M2 Revenues as part of Measure M2.

#### **B. RESOLUTION:**

**NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED** by the City Council of the City of Brea that OCTA be informed as follows:

1. The M2 Expenditure Report (attached herein) is in conformance with the M2 Expenditure Report Template provided in the Renewed Measure M Eligibility Guidelines and accounts for Measure M2 Revenues including interest earned, expenditures during the fiscal year and balances at the end of the fiscal year; and

2. The M2 Expenditure Report is hereby adopted by the City of Brea.

**APPROVED AND ADOPTED** this 19<sup>th</sup> day of December 2017.

\_\_\_\_\_  
Glenn Parker, Mayor

ATTEST: \_\_\_\_\_  
Lillian Harris-Neal, City Clerk

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Council of the City of Brea, held on the 19<sup>th</sup> day of December 2017 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Date: December 19, 2017

\_\_\_\_\_  
Lillian Harris-Neal, City Clerk

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2017**  
**Beginning and Ending Balances**

Description		Line No.	Amount	Interest
<b>Balances at Beginning of Fiscal Year</b>				
A-M	Freeway Environmental Mitigation	1	\$ -	\$ -
O	Regional Capacity Program	2	\$ (232,000)	\$ -
P	Regional Traffic Signal Synchronization Program	3	\$ -	\$ -
Q	M2 Fair Share	4	\$ 2,040,614	\$ -
R	High Frequency Metrolink Service	5	\$ -	\$ -
S	Transit Extensions to Metrolink	6	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 40,722	\$ -
V	Community Based Transit/Circulators	9	\$ -	\$ -
W	Safe Transit Stops	10	\$ -	\$ -
X	Water Quality Program	11	\$ -	\$ -
	Other*	12	\$ -	\$ -
<b>Balances at Beginning of Fiscal Year (Sum Lines 1 to 12)</b>		13	\$ 1,849,336	\$ -
	Monies Made Available During Fiscal Year	14	\$ 1,213,259	\$ -
<b>Total Monies Available (Sum Lines 13 &amp; 14)</b>		15	\$ 3,062,595	\$ -
	Expenditures During Fiscal Year	16	\$ 1,995,908	\$ -
<b>Balances at End of Fiscal Year</b>				
A-M	Freeway Environmental Mitigation	17	\$ -	\$ -
O	Regional Capacity Program	18	\$ (232,000)	\$ -
P	Regional Traffic Signal Synchronization Program	19	\$ (621,497)	\$ -
Q	M2 Fair Share	20	\$ 2,133,388	\$ -
R	High Frequency Metrolink Service	21	\$ -	\$ -
S	Transit Extensions to Metrolink	22	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 61,462	\$ -
V	Community Based Transit/Circulators	25	\$ -	\$ -
W	Safe Transit Stops	26	\$ -	\$ -
X	Water Quality Program	27	\$ (274,666)	\$ -
	Other*	28	\$ -	\$ -

\* Please provide a specific description

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2017**  
**Sources and Uses**

Description	Line No.	Amount	Interest
<b>Revenues:</b>			
A-M: Freeway Environmental Mitigation	1	\$ -	\$ -
O: Regional Capacity Program	2	\$ -	\$ -
P: Regional Traffic Signal Synchronization Program	3	\$ -	\$ -
Q: M2 Fair Share	4	\$ 944,742	\$ -
R: High Frequency Metrolink Service	5	\$ -	\$ -
S: Transit Extensions to Metrolink	6	\$ -	\$ -
T: Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U: Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 42,110	\$ -
V: Community Based Transit/Circulators	9	\$ -	\$ -
W: Safe Transit Stops	10	\$ 30,000	\$ -
X: Water Quality Program	11	\$ 196,407	\$ -
Other*	12	\$ -	\$ -
<b>TOTAL REVENUES (Sum lines 1 to 12)</b>	<b>13</b>	<b>\$ 1,213,259</b>	<b>\$ -</b>
<b>Expenditures:</b>			
A-M: Freeway Environmental Mitigation	14	\$ -	\$ -
O: Regional Capacity Program	15	\$ -	\$ -
P: Regional Traffic Signal Synchronization Program	16	\$ 621,497	\$ -
Q: M2 Fair Share	17	\$ 851,968	\$ -
R: High Frequency Metrolink Service	18	\$ -	\$ -
S: Transit Extensions to Metrolink	19	\$ -	\$ -
T: Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U: Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 21,370	\$ -
V: Community Based Transit/Circulators	22	\$ -	\$ -
W: Safe Transit Stops	23	\$ 30,000	\$ -
X: Water Quality Program	24	\$ 471,073	\$ -
Other*	25	\$ -	\$ -
<b>TOTAL EXPENDITURES (Sum lines 14 to 25)</b>	<b>26</b>	<b>\$ 1,995,908</b>	<b>\$ -</b>
<b>TOTAL BALANCE (Subtract line 26 from 13)</b>	<b>27</b>	<b>\$ (782,649)</b>	<b>\$ -</b>

\* Please provide a specific description

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2017**  
**Streets and Roads Detailed Use of Funds**

Type of Expenditure	Line No.	MOE <sup>2</sup>	+ Developer / Impact Fees	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 <sup>3</sup>	Other M2 Interest	Other*	TOTAL
Administration (Indirect & Overhead)	1							\$ 20,042							\$ 20,042
Construction & Right-of-Way	2														
New Street Construction	3		\$ 1,685,063												\$ 1,685,063
Street Reconstruction	4		\$ 34,535					\$ 809,889							\$ 844,424
Signals, Safety Devices, & Street Lights	5		\$ 138,709												\$ 759,706
Pedestrian Ways & Bikepaths	6							\$ 22,037							\$ 22,037
Storm Drains	7														\$ -
Storm Damage	8														\$ -
Total Construction <sup>1</sup>	9	\$ -	\$ 1,857,807	\$ -	\$ -	\$ 621,497	\$ -	\$ 831,926	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,311,230
Right of Way Acquisition	10	\$ -	\$ 1,857,807	\$ -	\$ -	\$ 621,497	\$ -	\$ 831,926	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,311,230
Total Construction & Right-of-Way															
Maintenance	11														
Patching	12														\$ -
Overlay & Sealing	13														\$ -
Street Lights & Traffic Signals	14														\$ -
Storm Damage	15	\$ 1,286,987													\$ 1,286,987
Other Street Purpose Maintenance	16	\$ 1,286,987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,286,987
Total Maintenance <sup>1</sup>	17	\$ 1,286,987	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 471,073	\$ -	\$ 51,370	\$ -	\$ -	\$ 522,443
Other	18	\$ 1,286,987	\$ 1,857,807	\$ -	\$ -	\$ 621,497	\$ -	\$ 851,968	\$ -	\$ 471,073	\$ -	\$ 51,370	\$ -	\$ -	\$ 5,140,702
<b>GRAND TOTALS (Sum Lines 1, 10, 16, 17)</b>															

## Legend

Project	Description
A-M	Freeway Environmental Mitigation
O	Regional Capacity Program
P	Regional Traffic Signal Synchronization Program
Q	M2 Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Water Quality Program

<sup>1</sup> Includes direct charges for staff time

<sup>2</sup> Local funds used to satisfy maintenance of effort (MOE) requirements

<sup>3</sup> Other M2 includes A-M, R,S,T,U,V, and W

+ Transportation related only

• Please provide a specific description

[illegible]

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2017**

I certify that the interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated and all the information attached herein is true and accurate to the best of my knowledge:

Cindy Russell  
Administrative Services Director

11-21-17  
Date

Cindy Russell  
Signature



**City of Brea****COUNCIL COMMUNICATION**

---

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/19/2017

**SUBJECT:** Lease and Maintenance of Digital Printing/Copying Equipment

---

**RECOMMENDATION**

Authorize the Purchasing Agent to execute the lease and maintenance agreements with the Xerox Corporation for a total of \$129,520.80 based on a 60-month lease of digital printing/copying equipment plus as-needed print charges of \$27,434.25 per year, and to issue annual purchase orders based on available budget appropriations.

**BACKGROUND/DISCUSSION**

The City's reprographics services utilize digital printing/copying equipment (equipment) to facilitate its printing and copying requirements. This equipment prints about 2.1 million pieces per year of color brochures, business cards, catalogs, event programs, invitations, postcards, presentation documents, and more for the City and its client agencies.

Since the lease for this equipment will terminate in December 2017, staff reviewed its needs; sought a variety of proposals from the Xerox Corporation (the current vendor), which were based on a competitively bid National Joint Powers Alliance (NJPA) cooperative purchasing contract; and visited a nearby city for equipment demonstrations.

The scenario that best meets Brea's current print production requirements and provides significant cost savings was to return one of the two black and white units to Xerox at the end of the lease due to underutilization; re-lease the remaining black and white unit; and lease a new replacement color unit that prints 45% faster, handles heavier paper stock, and prints double-sided.

The proposed equipment, maintenance, and supplies, excluding paper, is \$25,904.16 annually. These types of leases also include a per page print charge, which is in addition to the equipment lease and maintenance charges. Based on the fixed meter rates and an estimated annual volume of 2.1 million prints, the print charges would be about \$27,434.25 annually for a total cost of \$53,338.41. The summary below provides the current costs, projected costs, and projected savings.

<u>Current</u> <u>Annual Costs</u>	<u>Projected</u> <u>Annual Costs</u>	<u>Projected</u> <u>Annual Savings</u>	<u>Projected</u> <u>Five-Year Savings</u>
\$84,131.53	\$53,338.41	\$30,793.12	\$153,965.60

The lease and maintenance terms allow for the agreements to be terminated, with a 30-day notice prior to the beginning of each fiscal year, should the City's printing needs change.

**COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their December 12, 2017 meeting and recommended to proceed.

**FISCAL IMPACT/SUMMARY**

The reduced costs, faster output, and enhanced capabilities will help Brea continue to provide excellent reprographic services for the City. The new lease will result in a projected savings to the General Fund of \$153,965.60 over the five-year agreement. To maximize these savings, staff reviewed and adjusted its requirements in coordination with last-minute special discounts offers made by Xerox that will expire December 31, 2017.

The Fiscal Year 2017-18 budget has sufficient funding available in the Administrative Services Department's Purchasing Division Account (110-14-1441-4253).

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Cindy Russell, Administrative Services Director

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**Attachments**

Lease Documents

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## Lease Agreement



Customer: CITY OF BREA

BillTo: CITY OF BREA  
BSMT P2  
1 CIVIC CENTER CIR  
BREA, CA 92821-5792  
State or Local Government

Install: CITY OF BREA  
BSMT P2  
1 CIVIC CENTER CIR  
BREA, CA 92821-5792


### Solution

Item	Product Description	Agreement Information	Requested Effective Date
1. D110CPC (SOT-D110 COPR/PRINTR) S/N BG0962090	<ul style="list-style-type: none"><li>- Standard Install</li><li>- Integrated Sq Trimr</li><li>- D4 Z-folder</li><li>- 2 Tray Oversize Hcf</li><li>- D5 Bkltfinshr Xc 2/3</li></ul>	Lease Term: 60 months Purchase Option: FMV  This agreement modifies the current Xerox Agreement 957992431 for D110CPC S/N BG0962090 as of payment 60.	1/1/2018

### Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. D110CPC	\$665.82	1: Black and White Impressions	All Prints	\$0.0068	<ul style="list-style-type: none"><li>- Consumable Supplies Included for all prints</li><li>- Pricing Fixed for Term</li></ul>
Total	\$665.82	Minimum Payments (Excluding Applicable Taxes)			

### Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and <b>Michael Feeney</b> (714)565-1140 For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>	
Signer: Neil Groom	Phone: (714)990-7708		
Signature: _____	Date: _____		

## Terms and Conditions

## INTRODUCTION:

**1. TOTAL SATISFACTION GUARANTEE.** If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

## GOVERNMENT TERMS:

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year ~~and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement,~~ this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

## SOLUTION/SERVICES:

**4. PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

**5. CONSUMABLE SUPPLIES.** Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning

kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies are furnished with recycling information, you will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, you will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

**6. CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

**7. MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

**8. EQUIPMENT STATUS.** Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

**9. SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and

## Terms and Conditions

all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

**10. SOFTWARE SUPPORT.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

**11. DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox; provided that any on-site access to your facility will be during your normal business hours.

**PRICING PLAN/OFFERING SELECTED:**

**12. COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

**13. PAYMENT.** Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

**14. LATE CHARGE.** If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

**15. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**16. DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

**17. TAXES.** You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

**18. PURCHASE OPTION.** If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

**19. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

**20. DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely your responsibility. Upon request, Xerox will provide additional information to you regarding the security features available for particular Equipment models.

**GENERAL TERMS & CONDITIONS:**

**21. NON-CANCELABLE AGREEMENT.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

**22. REPRESENTATIONS.** The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

**23. LIMITATION OF LIABILITY.** For claims arising out of or relating to this Agreement whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

**24. CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

## Terms and Conditions

**25. FORCE MAJEURE.** Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

**26. PROTECTION OF XEROX'S RIGHTS.** You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

**27. WARRANTY DISCLAIMER.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

**28. INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

**29. TITLE & RISK OF LOSS AND INSURANCE.** Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sublease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Equipment insured against loss or damage and the policy will name Xerox as a loss payee ("Required Insurance"). You must provide Xerox or our agents, designees or assigns with satisfactory evidence of Required Insurance within 30 days of the commencement of this Agreement or any subsequent written request by Xerox or our agents, designees or assigns. IF YOU DO NOT PROVIDE SUCH EVIDENCE, THEN, IN LIEU OF OTHER REMEDIES FOR DEFAULT, XEROX, IN ITS DISCRETION AND AT ITS SOLE OPTION, MAY OBTAIN INSURANCE FROM AN INSURER OF ITS CHOOSING, IN SUCH FORMS AND AMOUNTS AS XEROX DEEMS REASONABLE TO PROTECT ITS INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XEROX; IT WILL NOT NAME YOU AS AN INSURED, MAY NOT COVER ALL OF YOUR OBLIGATIONS UNDER THIS AGREEMENT AND WILL BE SUBJECT TO CANCELLATION BY XEROX OR THE INSURER AT ANY TIME. YOU AGREE TO PAY XEROX PERIODIC CHARGES FOR SUCH EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY AND/OR BILLING AND PROCESSING FEES WHICH MAY GENERATE A PROFIT TO XEROX OR A THIRD PARTY. XEROX MAY ADD INSURANCE CHARGES TO EACH INVOICE. **XEROX SHALL DISCONTINUE BILLING OR DEBITING INSURANCE CHARGES FOR EQUIPMENT INSURANCE UPON RECEIPT FROM YOU OF SATISFACTORY EVIDENCE OF REQUIRED INSURANCE.** Neither loss nor damage to Equipment or Xerox's receipt of insurance proceeds relieve you of any of your remaining obligations under this Agreement. YOU AGREE (i) AT XEROX'S OPTION, TO ARBITRATE ANY DISPUTE WITH XEROX OR OUR AGENTS, DESIGNEES OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN MONROE COUNTY, NY, (ii) ARBITRATION (NOT A COURT) IS THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (iii) CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Agreement.

**30. ASSIGNMENT.** Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a

Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee..

**31. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

**32. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



## Lease Agreement



Customer: CITY OF BREA

BillTo: CITY OF BREA  
BSMT P2  
1 CIVIC CENTER CIR  
BREA, CA 92821-5792

Install: CITY OF BREA  
BSMT P2  
1 CIVIC CENTER CIR  
BREA, CA 92821-5792

State or Local Government Negotiated Contract : 072756600

### Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. V180P (VERSANT 180 PRF PRES)	<ul style="list-style-type: none"><li>- Envelope Sup Kit</li><li>- Prod Rdy Std Finishr</li><li>- V80 2 Tray Adv Ohcf</li></ul>	Lease Term: 60 months Purchase Option: FMV	- Xerox XC550 S/N XPN397354 Trade-In as of Payment 60	12/27/2017
2. V180FFPS (FFPS FOR V180)	<ul style="list-style-type: none"><li>- Xrite Pro2 Spectro</li><li>- Ffps Photo Auto Tool</li><li>- Customer Ed</li><li>- Analyst Services</li></ul>	Lease Term: 60 months Purchase Option: FMV	- Xerox X560FFPS S/N XXV496322 Trade-In as of Payment 60	12/27/2017
3. FFSRVR (FFPS SVR-D95/110/125)	<ul style="list-style-type: none"><li>- D110 Cp Serv License</li><li>- Vsel-required On Cp</li><li>- Analyst Services</li></ul>	Lease Term: 60 months Purchase Option: FMV	- Xerox LTPROD/EPS S/N PA5644964 Trade-In as of Payment 59	12/22/2017

### Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 7 pages including this face page.

Signer: Neil Groom

Phone: (714)990-7708

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

Date: \_\_\_\_\_

Thank You for your business!  
This Agreement is proudly presented by Xerox and

**Michael Feeney**  
(714)565-1140

For information on your Xerox Account, go to  
[www.xerox.com/AccountManagement](http://www.xerox.com/AccountManagement)



## Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. V180P	\$507.08	1: Color Impressions	All Prints	\$0.0490	<ul style="list-style-type: none"> <li>- Consumable Supplies Included for all prints</li> <li>- Pricing Fixed for Term</li> </ul>
		2: Black and White Impressions	All Prints	\$0.0115	
		3: Color Large Impressions	All Prints	\$0.0058	
		4: Extra Long Impressions	All Prints	\$0.0510	
2. V180FFPS	\$187.69	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>- Full Service Maintenance Included</li> <li>- Pricing Fixed for Term</li> </ul>
3. FFSRVR	\$434.94	N/A	N/A	N/A	<ul style="list-style-type: none"> <li>- Full Service Maintenance Included</li> <li>- Pricing Fixed for Term</li> </ul>
Total	\$1,129.71	Minimum Payments (Excluding Applicable Taxes)			



## Terms and Conditions

**INTRODUCTION:**

**1. TOTAL SATISFACTION GUARANTEE.** If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

**GOVERNMENT TERMS:**

**2. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**3. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year ~~and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement,~~ this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

**SOLUTION/SERVICES:**

**4. PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

**5. TRADE-IN EQUIPMENT.** You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox

removes the Trade-In Equipment from your premises.

**6. CONSUMABLE SUPPLIES.** Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumable Supplies are furnished with recycling information, you will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, you will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

**7. CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

**8. MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

**9. EXTRA LONG PRINTS.** The following Equipment model(s), V180P may now, or in the future, have extra-long print capability, which is the ability to produce a print that is longer than 491mm. Maximum print length may vary by model. The meters for Equipment with extra-long print capability will register the following, as applicable: (i) for impressions greater than 491mm, up to and including 661mm, the Extra Long Impressions meter will register two (2) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impressions meter (in the case of a B&W print); (ii) for impressions

## Terms and Conditions

greater than 661mm, up to and including 877mm, the Extra Long Impressions meter will register three (3) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); (iii) for impressions greater than 877mm, up to and including 1,083mm, the Extra Long Impressions meter will register four (4) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print); and (iv) for impressions greater than 1,083mm, up to and including 1,299mm, the Extra Long Impressions meter will register five (5) prints for each such extra-long print, in addition to registering one (1) print on either the Color Impressions meter (in the case of a color print) or the Black Impression meter (in the case of a B&W print).

**10. EQUIPMENT STATUS.** Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

**11. SOFTWARE LICENSE.** Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

**12. SOFTWARE SUPPORT.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional

hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

**13. DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox; provided that any on-site access to your facility will be during your normal business hours.

**14. FREEFLOW LICENSE.** The following terms apply to Xerox FreeFlow Print Server /DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready and FreeFlow Process Manager) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at [www.adobe.com/type/browser/legal/embeddingeula](http://www.adobe.com/type/browser/legal/embeddingeula), you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

2. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, [www.copyright.com](http://www.copyright.com), and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

5. If you install FreeFlow Application Software on a computer that you supply, the

## Terms and Conditions

following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications.

6. The following terms apply to FreeFlow Software licensed to U.S. government customers:

a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

7. FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:

a. You agree to and will comply with the Microsoft terms and conditions contained on the Xerox website, <http://www.support.xerox.com/support/open-source-disclosures/file-retrieve/enus.html?&contentId=136023>.

b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.

c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.

d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.

e. No High Risk Use. WARNING: The Windows Embedded 7 Standard operating system is not fault-tolerant.

The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.

#### PRICING PLAN/OFFERING SELECTED:

**15. COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and

conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

**16. PAYMENT.** Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

**17. LATE CHARGE.** If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

**18. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**19. DELIVERY, REMOVAL & RELOCATION.** Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

**20. TAXES.** You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

**21. PURCHASE OPTION.** If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

**22. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

**23. DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely your responsibility. Upon request, Xerox will provide additional information to you regarding the security features available for particular Equipment models.

#### GENERAL TERMS & CONDITIONS:

**24. NON-CANCELABLE AGREEMENT.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

**25. REPRESENTATIONS.** The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.



## Terms and Conditions

**26. LIMITATION OF LIABILITY.** For claims arising out of or relating to this Agreement whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

**27. CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

**28. FORCE MAJEURE.** Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

**29. PROTECTION OF XEROX'S RIGHTS.** You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

**30. WARRANTY DISCLAIMER.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

**31. INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

**32. TITLE & RISK OF LOSS AND INSURANCE.** Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sublease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Equipment insured against loss or damage and the policy will name Xerox as a loss payee ("Required Insurance"). You must provide Xerox or our agents, designees or assigns with satisfactory evidence of Required Insurance within 30 days of the commencement of this Agreement or any subsequent written request by Xerox or our agents, designees or assigns. IF YOU DO NOT PROVIDE SUCH EVIDENCE, THEN, IN LIEU OF OTHER REMEDIES FOR DEFAULT, XEROX, IN ITS DISCRETION AND AT ITS SOLE OPTION, MAY OBTAIN INSURANCE FROM AN INSURER OF ITS CHOOSING, IN SUCH FORMS AND AMOUNTS AS XEROX DEEMS REASONABLE TO PROTECT ITS INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XEROX; IT WILL NOT NAME YOU AS AN INSURED, MAY NOT COVER ALL OF YOUR OBLIGATIONS UNDER THIS AGREEMENT AND WILL BE SUBJECT TO CANCELLATION BY XEROX OR THE INSURER AT ANY TIME. YOU AGREE TO PAY XEROX PERIODIC CHARGES FOR SUCH EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY AND/OR BILLING AND PROCESSING FEES WHICH MAY GENERATE A PROFIT TO XEROX OR A THIRD PARTY. XEROX MAY ADD INSURANCE CHARGES TO EACH INVOICE. **XEROX SHALL DISCONTINUE BILLING OR DEBITING INSURANCE CHARGES FOR EQUIPMENT INSURANCE UPON RECEIPT FROM YOU OF SATISFACTORY EVIDENCE OF REQUIRED INSURANCE.** Neither loss nor damage to Equipment or Xerox's receipt of insurance proceeds relieve you of any of your remaining obligations under this Agreement. YOU AGREE (i) AT XEROX'S OPTION, TO ARBITRATE ANY DISPUTE WITH XEROX OR OUR AGENTS, DESIGNEES OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION

IN MONROE COUNTY, NY, (ii) ARBITRATION (NOT A COURT) IS THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (iii) CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Agreement.

**33. ASSIGNMENT.** Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

**34. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

**35. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name



Terms and Conditions

and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Financial Information

**36. REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

Item	Finance Activity	Amount Refinanced	Int. Rate	Total Int. Payable
3. FFSRVR	- Refinance of Xerox Agreement	\$194.00	8.75%	\$46.00

## Purchase Agreement



Customer: CITY OF BREA

BillTo: CITY OF BREA  
BSMT P2  
1 CIVIC CENTER CIR  
BREA, CA 92821-5792

Install: CITY OF BREA  
BSMT P2  
1 CIVIC CENTER CIR  
BREA, CA 92821-5792

State or Local Government Negotiated Contract : 072756600

### Solution

Item	Product Description	Agreement Information	Requested Effective Date
<b>Bonus Item</b>			
1. UDIRECTS (XMPIE UDIRECT STUDIO) S/N WDX000662		UDIRECTS: \$0.00  This agreement modifies the current Xerox Agreement 957992332 for UDIRECTS S/N WDX000662 as of payment 60.	1/1/2018

### Maintenance Pricing

Item	Monthly Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. UDIRECTS	\$108.00	N/A	N/A	N/A	- Term: 12 Months - Full Service Maintenance Included
Total	\$108.00	Minimum Payments (Excluding Applicable Taxes)			

### Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and <b>Michael Feeney</b> (714)565-1140  For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>	
Signer: Neil Groom	Phone: (714)990-7708		
Signature: _____	Date: _____		

## Terms and Conditions

## INTRODUCTION:

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**2. MODIFICATION OF PRIOR AGREEMENT.** This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee for the modification of a prior agreement.

## GOVERNMENT TERMS:

**3. REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

**4. FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year ~~and has no funds to do so from other sources,~~

~~and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement,~~ this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment at your expense to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

## PRICING PLAN/OFFERING SELECTED:

**5. PRICE INCREASES.** Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges. For Application Software, Xerox may annually increase the software license or support fees. These adjustments will occur at the commencement of each annual contract cycle.

## GENERAL TERMS &amp; CONDITIONS:

**6. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

NHG  
12-06-17

## Maintenance Agreement



Customer: CITY OF BREA

BillTo: CITY OF BREA  
BSMT P2  
1 CIVIC CENTER CIR  
BREA, CA 92821-5792

Install: CITY OF BREA  
BSMT P2  
1 CIVIC CENTER CIR  
BREA, CA 92821-5792

State or Local Government Negotiated Contract : 072756600

### Monthly Pricing

Item	Maintenance Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. FFMKRC S/N KLA002728  Purchased From: XEROX	\$116.00	N/A	N/A	N/A	- Term: 60 Months - Full Service Maintenance Included - Pricing Fixed for Term
Total	\$116.00	Minimum Payments (Excluding Applicable Taxes)			

### Authorized Signature

Customer acknowledges receipt of the terms of this agreement  
which consists of 3 pages including this face page.

Signer: Neil Groom

Phone: (714)990-7708

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

Date: \_\_\_\_\_

Thank You for your business!  
This Agreement is proudly presented by Xerox and

**Michael Feeney**  
**(714)565-1140**

For information on your Xerox Account, go to  
[www.xerox.com/AccountManagement](http://www.xerox.com/AccountManagement)



## Terms and Conditions

### SOLUTION/SERVICES:

**1. PRODUCTS.** "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

**2. CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

**3. MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

**4. SOFTWARE SUPPORT.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period, but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

**5. DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment

("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox; provided that any on-site access to your facility will be during your normal business hours.

### PRICING PLAN/OFFERING SELECTED:

**6. COMMENCEMENT & TERM.** This Agreement will commence upon acceptance by Xerox and expire on the final day of the last full calendar month identified on the face of this Agreement. Unless either party provides notice at least 30 days before the end of the initial Term of its intention not to renew Maintenance Services for a unit of Equipment, Maintenance Services will renew automatically on the same terms and conditions for successive terms of the same number of months as the initial Term. Pricing for each renewal term will be Xerox's then-current published pricing.

**7. PAYMENT.** Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

**8. LATE CHARGE.** If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or \$25, whichever is greater.

**9. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**10. TAXES.** You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include taxes on Xerox's income.

**11. DEFAULT & REMEDIES.** You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the remaining Minimum Payments, not to exceed 6 such payments if this Agreement is for a one year Term and 12 such payments for a multi-year Term; and, (c) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.

**12. DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely your responsibility. Upon request, Xerox will provide additional information to you regarding the security features available for particular Equipment models.

### GENERAL TERMS & CONDITIONS:

**13. REPRESENTATIONS.** The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

**14. LIMITATION OF LIABILITY.** For claims arising out of or relating to this Agreement whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

**15. CREDIT REPORTS.** You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

**16. FORCE MAJEURE.** Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

**17. WARRANTY DISCLAIMER.** XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

**18. INTELLECTUAL PROPERTY INDEMNITY.** Xerox will defend, and pay any

## Terms and Conditions

settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

**19. ASSIGNMENT.** Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee..

**20. MISCELLANEOUS.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this

Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

**21. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

City of Brea

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**COUNCIL COMMUNICATION**

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/19/2017

**SUBJECT:** December 5, 2017 City Council Regular Meeting Minutes - Approve.

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**Attachments**

Minutes

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# DRAFT

## BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

### MINUTES December 5, 2017

#### STUDY SESSION 6:00 p.m. - Executive Conference Room Level Three

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#### CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Hupp called the Study Session to order at 6:00 p.m., all members were present.

Present: Parker, Marick, Hupp, Simonoff, Vargas

1. **Public Comment**  
None.

2. **Clarify Regular Meeting Topics**

Regarding Item 18 (November 21, 2017 City Council Regular Meeting Minutes), it was the consensus of Council that the City Clerk will remove individual remarks made by Council to assure that the minutes reflect "action only."

Regarding Item 21 (Professional Services Agreement with Trinity Sound Company), Mayor Hupp asked for clarification on the cost for services. She requested that the item be pulled until clarification is given.

#### DISCUSSION ITEMS

3. **City-Wide Fee Updates – Follow Up**

Administrative Services Director Russell presented a PowerPoint that included the fee study background; a matrix of the three (3) benefit types; industry trends in cost recovery policy; Brea fee study results; cost allocation; deposit-hourly rate results; and examples of different fees.

In response to Council questions, staff stated that the last development fee increase did not include the hourly rates; provided an example of staff's process for submitting a water heater permit; noted that at this time there is no charge for the first re-inspection; clarified that State fees are paid at the time of issuance; added that contractors that the City uses for these services are paid a minimum of four (4) hours; discussed permit fees; agreed to bring the item back with recommendations on flat fees; verified that parking permits are checked on a complaint basis only; reported that with fewer cars on the street, the less opportunity for crime; and discussed driveway encroachment fees.

4. **Public Assembly Regulations**

Deputy City Attorney Boga presented a PowerPoint that included: public assembly background for the City of Brea; the key components of the proposed ordinance; public assembly definition; requirement for an assembly permit; prohibited conduct; sound amplification devices; and indemnity and service charges.

In response to Council questions, Counsel stated that 75 or more participants for public assembly is suggested because there is case law that supports the amount, discussed the types of conduct allowed,

and noted that the ordinance will not establish a fee.

Council discussed disturbance of businesses in the downtown area and they also discussed the number of participants that can protest in the downtown area versus other areas within the City.

## **REPORT**

### **5. Council Member Report**

None.

## **GENERAL SESSION 7:00 p.m. - Council Chamber Plaza Level**

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### **CALL TO ORDER/ ROLL CALL - COUNCIL/AGENCY/AUTHORITY/CORPORATION/COMMISSION**

Mayor Hupp called the General Session to order at 7:07 p.m., all members were present.

### **6. Pledge of Allegiance**

Brea Boy Scout Troop 801 led the Pledge of Allegiance.

### **7. Invocation**

Pastor Torrian Scott, Harvest International Church delivered the Invocation.

### **8. Report - Prior Study Session**

City Manager Gallardo provided the Prior Study Session report.

### **9. Community Announcements**

Mayor Pro Tem Marick urged residents to come to the Tree Lighting ceremony on Thursday, December 7 at the Civic & Cultural Center. The program begins on the front steps at 6:30 p.m. She also invited residents to attend "Christmas with the Alley Cats" a holiday tradition at the Curtis Theatre, December 16 and 17. Get full details at [curtistheatre.com](http://curtistheatre.com).

Council Member Vargas urged residents to sign up for Brea Police Department Citizen Academy starting in the New Year. Learn about Police Services, including Emergency Preparedness, Homeland Security and much more. The Citizen Academy is held at the Civic Center every Wednesday, 6-9 p.m. from January 10-March 21. Call (714) 990-7637 for information and to apply.

### **10. Matters from the Audience**

Sean Thomas thanked Mayor Hupp for her service to the community and encouraged residents to get involved.

### **11. Response to Public Inquiries - Mayor / City Manager**

None.

### **12. Presentation to Outgoing Mayor**

Mayor Pro Tem Parker presented a gavel plaque and commendation to Mayor Hupp for her contribution to the City and presented a gift to Mr. Hupp for his support. He also read a commendation sent for Mayor Hupp from Senator Josh Newman recognizing her for impacting the lives of others. Heidi Gallegos, Brea Chamber of Commerce, presented Mayor Hupp with a certificate commending her for her leadership and passion for the City. Linette Choi from Assemblyman Chen's Office presented Mayor Hupp with a commendation for serving the community.

## **COUNCIL / AGENCY / AUTHORITY/ CORPORATION / COMMISSION REORGANIZATION**

### **13. Election of Mayor/Chair and Introductions**

Motion was made by Council Member Hupp, seconded by Council Member Simonoff to elect Council Member Parker as Mayor for 2017-18.

AYES: Council Member Hupp, Mayor Parker, Mayor Pro Tem Marick, Council Member Simonoff,  
Council Member Vargas

Passed

#### **14. Election of Mayor Pro Tem/Vice Chair, Reseating and Introductions**

Motion was made by Mayor Pro Tem Marick, seconded by Council Member Vargas to elect Council Member Vargas as Mayor Pro Tem.

AYES: Mayor Pro Tem Marick, Council Member Vargas

NOES: Council Member Hupp, Mayor Parker, Council Member Simonoff

Failed

Motion was made by Council Member Simonoff, seconded by Council Member Hupp to elect Christine Marick as Mayor Pro Tem.

AYES: Council Member Hupp, Mayor Parker, Mayor Pro Tem Marick, Council Member Simonoff,  
Council Member Vargas

Passed

**ADMINISTRATIVE ITEMS** - *This agenda category is for City Council consideration of a wide variety of topics related to the City's operations. Public comments regarding items in this section should be presented during "Matters from the Audience."*

#### **15. Zoning Ordinance Amendment No. ZOA 17-01, Commercial Cannabis Uses and Cannabis Cultivation**

City Attorney Markman read the Ordinance Title for Second Reading.

Motion was made by Council Member Hupp, seconded by Council Member Simonoff to Adopt Ordinance 1200 for Second Reading by Title Only and Waive Further Reading, Approving Zoning Ordinance Amendment No. ZOA 17-01, and Related Municipal Code Amendments, Prohibiting All Medical and Non-Medical Commercial Cannabis and Non-Medical Commercial Cannabis Activity, Prohibiting Outdoor Cultivation, and Regulating Indoor Cannabis Cultivation, Consistent with State Law.

AYES: Council Member Hupp, Mayor Parker, Mayor Pro Tem Marick, Council Member Simonoff,  
Council Member Vargas

Passed

#### **16. Public Assembly Regulations**

Acting Deputy City Attorney Boga presented a PowerPoint that included: the public assembly background for the City of Brea; key components of the proposed ordinance; public assembly definition; requirement for an assembly permit; prohibited conduct; sound amplification devices; and indemnity and service charges.

Council discussed the following: the number of participants that can protest in the downtown area versus other areas within the City, protecting businesses in the downtown area, application fee deadline, and police presence.

Motion was made by Mayor Pro Tem Marick, seconded by Council Member Hupp to 1) Introduce Ordinance No. 1201 for First Reading by Title Only; 2) revise the 20 participant threshold proposed by staff in section 12.28.030 to 30 or more participants on public property in Downtown Brea; and 3) to revise section 12.28.060 to state that the permit application will have to be submitted at least four (4) days prior to the proposed public assembly regardless of the location of the event.

AYES: Council Member Hupp, Mayor Parker, Mayor Pro Tem Marick, Council Member Simonoff,  
Council Member Vargas

Passed

**CONSENT CALENDAR** - *The City Council/Successor Agency approves all Consent Calendar matters with one motion unless Council/Agency or Staff requests further discussion of a particular item. Items of concern regarding Consent Calendar matters should be presented during "Matters from the Audience."*

## **CITY COUNCIL - CONSENT**

**17. November 13, 2017 City Council Special Meeting Minutes**

The City Council Approved the November 13, 2017 City Council Special Meeting Minutes.

**18. November 21, 2017 City Council Regular Meeting Minutes  
Mayor Pro Tem Marick Abstained From This Item.**

The City Council Approved the November 21, 2017 City Council Regular Meeting Minutes.

**19. Grant Application for the Construction of the SR-57 and Lambert Road Interchange Improvements, Phase 1, Project 7251, to the Orange County Transportation Authority for Funding Under the Comprehensive Transportation Funding Program**

The City Council Adopted **Resolution 2017-070** Approving Application Submittal for the Construction of the SR-57 and Lambert Road Interchange Improvements.

**20. Amendment to Professional Services Agreement (PSA) with AKAL Consultants**

The City Council Approved Amendment No. 3 to Professional Services Agreement with AKAL Consultants for Additional Project Management Services for the SR-57 & Lambert Road Interchange Improvements, Project 7251.

**21. Professional Services Agreement with Trinity Sound Company**

The City Council Awarded a Professional Services Agreement to Trinity Sound Company to Provide Curtis Theatre Building Monitor and PA System Upgrade in the Amount of \$49,727.

**22. Monthly Report of Investments for the City of Brea for Period Ending October 31, 2017**

The City Council Received and Filed the Monthly Report of Investments for the City of Brea for Period Ending October 31, 2017.

**23. September and October Payment Logs and November 24 and December 1, 2017 City Check Registers**

The City Council Received and Filed the September and October Payment Logs and November 24 and December 1, 2017 City Check Registers.

Motion was made by Council Member Hupp, seconded by Mayor Pro Tem Marick to approve Consent Calendar Items 17-23, except for Item 21 which was pulled by Council Member Hupp and noting Mayor Pro Tem Marick's abstention from Item 18 (November 21, 2017 City Council Regular Meeting Minutes).

AYES: Council Member Hupp, Mayor Parker, Mayor Pro Tem Marick, Council Member Simonoff,  
Council Member Vargas

Passed

## **CITY/ SUCCESSOR AGENCY - CONSENT**

**24. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending October 31, 2017**

The City/Successor Agency Received and Filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending October 31, 2017.

**25. November 24, 2017 Successor Agency Check Register**

The City/Successor Agency Received and Filed the November 24 Successor Agency Check Register.

Motion was made by Council Member Hupp, seconded by Council Member Simonoff to approve City/Successor Agency Consent Calendar items 24 and 25.

AYES: Council Member Hupp, Mayor Parker, Mayor Pro Tem Marick, Council Member Simonoff, Council Member Vargas

Passed

## **BREA ARTS CORPORATION, BREA COMMUNITY BENEFIT FINANCING AUTHORITY, BREA PUBLIC FINANCING AUTHORITY, INDUSTRIAL DEVELOPMENT AUTHORITY, AND MIDBURY ASSESSMENT AUTHORITY COMMISSION - CONSENT**

Motion was made by Council Member Hupp, seconded by Council Member Simonoff to appoint the new Mayor as the chair of each authority/commission for 2017-18.

AYES: Council Member Hupp, Mayor Parker, Mayor Pro Tem Marick, Council Member Simonoff, Council Member Vargas

Passed

## **ADMINISTRATIVE ANNOUNCEMENTS**

**26. City Manager**

None.

**27. City Attorney**

None.

## **COUNCIL ANNOUNCEMENTS**

Council Member Vargas congratulated the new Mayor and Mayor Pro Tem.

## **ADJOURNMENT**

**Mayor Parker adjourned the General Session at 8:07 p.m.**

Respectfully submitted,

The foregoing minutes are hereby  
approved this 19th day of December, 2017.

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Lillian Harris-Neal, City Clerk

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Glenn Parker, Mayor



City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/19/2017

**SUBJECT:** Accept Improvements and Approve Warranty Agreements and Bonds for Tract 16976 (Backbone) and Tract 16642 (PA6); and Accept improvements for 830 Reservoir and Tonner Pump Station in the Blackstone Development

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**RECOMMENDATION**

Accept Improvements and Approve Warranty Agreements and Bonds

**BACKGROUND/DISCUSSION**

The County of Orange ("County") approved the Blackstone development (formerly known as Tonner Hills Planned Community and Pepper Tree Hills) ("Development") on November 19, 2002. Approximately 686 acres of the Development is located on the east side of SR-57 north of Lambert Road and about 108 acres is located on the west side of SR-57 north of State College Boulevard. This Development consists of 781 residential units within the area annexed to the City of Brea on September 29, 2006.

As part of the Pre-Annexation Agreement and Cooperative Processing Agreement between the City and County, the County retained the responsibility for the approval of all Tract Maps, Subdivision Agreements and the improvement bonds. The County is also responsible for plan check and inspection of street, storm drain, and building improvements while the City is responsible for plan check and inspection of water and sewer improvements. Once all the improvements are constructed, inspected, and determined to be completed by the County with the City's consent, County proceeds with the official acceptance of the subdivision improvements and releases the improvement securities posted for the respective tracts.

Blackstone development is divided into backbone improvements and seven (7) planning areas. Planning Area 7 (38 single family homes located on the west side of SR-57) and Planning Area 2 (94 multi-family units - Bonterra Apartment Homes) were the first two planning areas to be completed and they were transferred to the City in 2014. On July 5, 2016, City Council accepted the improvements in Planning Areas 1, 3A and 3B and on January 17, 2017, City Council accepted the improvements in Planning Area 4A, 4B and 5. The remaining improvements to be accepted are for the Planning Area 6 (Tract 16642) and the backbone improvements (Tract 16976). Refer to Exhibit 'A' attached hereon for locations of these planning areas.

The required public improvements for Tract 16642 (Planning Area 6 - 93 lots) include street, street lights, storm drain, water and sewer improvements. These improvements were completed by Standard Pacific of Tonner Hills, LLC pursuant to the approved plans and inspected by the County and in coordination with the City staff. The improvements were certified

as completed and the improvement bond was exonerated by the County Board of Supervisors on December 5, 2017.

The required public improvements for Tract 16976 (Backbone) include street, street lights, storm drain, water and sewer improvements. These improvements were completed by Shea Tonner Hills, LLC pursuant to the approved plans and inspected by the County and City staff. The improvements were certified as completed and the improvement bond was exonerated by the County Board of Supervisors on December 5, 2017.

The Subdivision Agreements ("Agreements") between the two developers and the County require the developer to warranty the improvements against any defective work or labor done, or defective materials furnished, for a period of one (1) year following the acceptance by the County. However, the Agreements do not require a security to be posted for the warranty period, which is typical for City Subdivision Improvement Agreements. Therefore, in order to provide City assurances of compliance with the County's warranty, City staff requested the two developers enter into a separate Warranty Agreement with the City and post a bond as security prior to City accepting the improvements. Staff completed the Warranty Agreements with City Attorney and Developers concurrence and acceptance.

Standard Pacific of Tonner Hills, LLC has entered into the Warranty Agreement and provided warranty bonds in the amount of \$82,400 for Tract 16642. Shea Tonner Hills, LLC has entered into the Warranty Agreement and provided the warranty bond in the amount of \$490,740 for Tract 16976. The Agreements will expire one (1) year following the acceptance by the County at which time the warranty bond will be released by the City Clerk.

In addition to the aforementioned backbone improvements administrated by the County, Shea Tonner Hills, LLC also completed the construction of a water reservoir tank (830 Reservoir), a pump station (Tonner Pump Station), Eastside Reservoir inlet-outlet piping and backbone water and sewer improvements in Santa Fe Road and Tonner Ridge Road. These improvements were solely under the City's purview. The construction plans were reviewed and approved by the City and the construction was inspected by the City Public Works inspector. On September 15, 2015, City Council accepted the Eastside Reservoir inlet-outlet piping and backbone water and sewer improvements in Santa Fe Road and Tonner Ridge Road and released the improvement bonds. The improvements related to 830 Reservoir and the Tonner Pump Station have been completed and in operation since 2015. There has been correction work performed on the reservoir during the warranty period. This correction work has been inspected and deemed satisfactory, hence, the water reservoir and the pump station are recommended for acceptance.

### **FISCAL IMPACT/SUMMARY**

The Blackstone Development has been a cooperative effort by the County, City and Developers. The Pre-Annexation Agreement and Cooperative Agreement were executed in January 2006; and the development area was annexed into the City in September 2006. Since then, the development has been in construction for the backbone improvements and in each planning area. The total final units constructed for the development is 781 units with 687 single family homes and 94 multi-family units. Both the County and the City have been accepting the improvements in each planning area as the construction was completed. The remaining areas to be accepted are the backbone improvements (Tract 16976) and Planning Area 6 (Tract 16642). These Final Tracts complete the annexation process of the Blackstone Development into the City, whereby the City will be considered the municipality with responsible charge for all public

works maintenance, police, and fire services. Therefore, in an effort to notify the home owners of the City's various requirements, including parking and street sweeping, staff will be sending out a notice to the Home Owners Association, which provides the necessary information.

The required improvements for Tracts 16642 and 16976 have been determined to be completed and accepted by the County on December 5, 2017 Board Meeting. The Developers have entered into Warranty Agreements and posted warranty bonds with the City for the completed improvements. Furthermore, the impact fees as specified in the Cooperative Agreement have been paid and the other conditions in the agreement are deemed complete. Therefore, staff is recommending the City Council consider accepting the subdivision improvements for Tracts 16976 and 16642 and approving the Warranty Agreements with associated bonds. In addition, the improvements for 830 Reservoir and Tonner Pump Station have been completed and the correction work is deemed satisfactory. Therefore, staff is recommending the City council consider the acceptance of these improvements.

There are maintenance costs associated with operating and maintaining the public improvements for these tracts. However, the storm water maintenance costs are included in the Community Facilities District (CFD) assessment associated with this Development and the maintenance costs of the public sewer and water facilities are included in the City's User Fees. Therefore, there will be minimal General Fund impact from this Development.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Hsing Chao, Associate Engineer

Concurrence: Steve Kooyman, P.E., City Engineer

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**Attachments**

Exhibit 'A' - Planning Area Exhibit

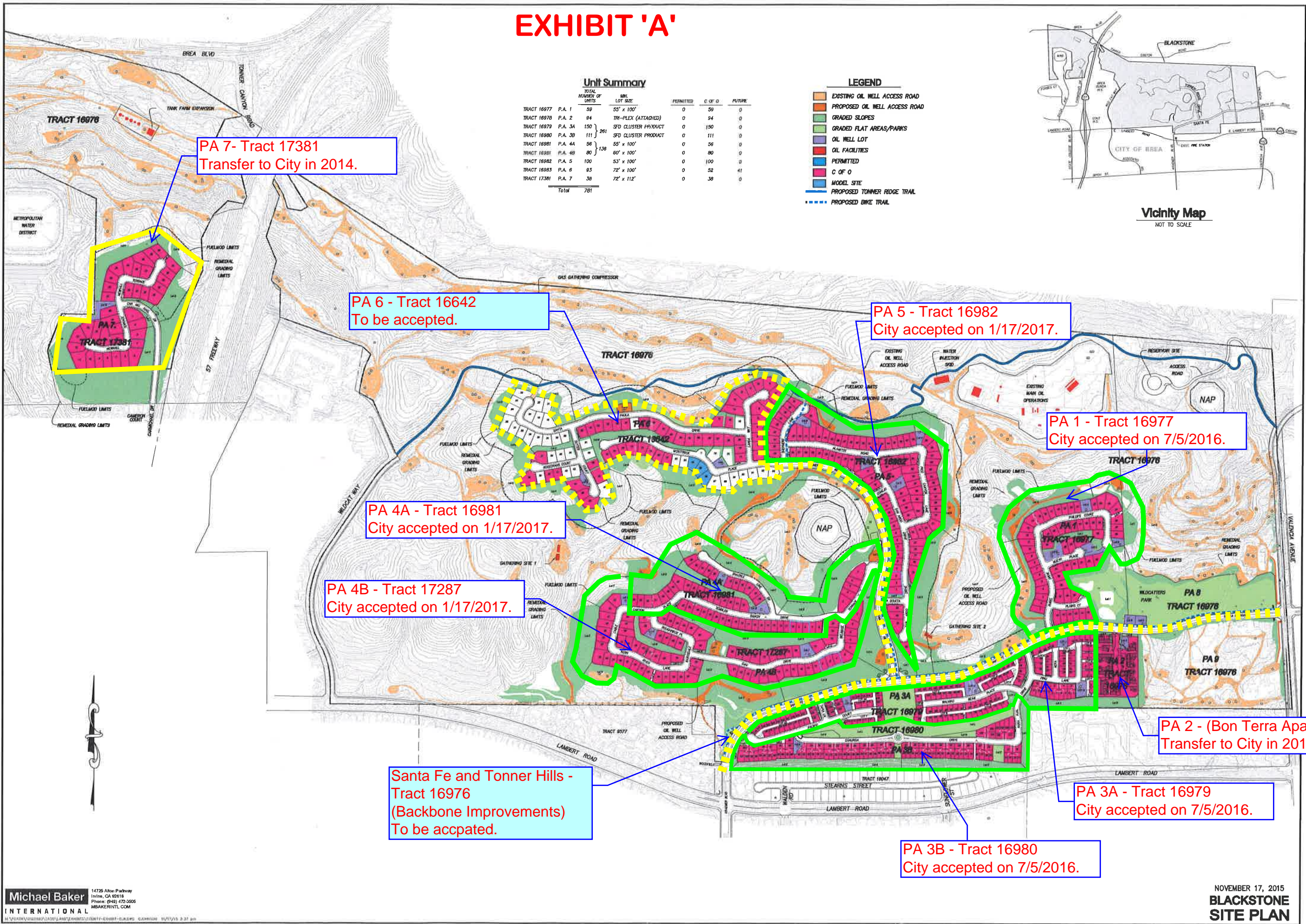
Tract 16976 Warranty Agreement and Bond

Tract 16642 Warranty Agreement and Bond

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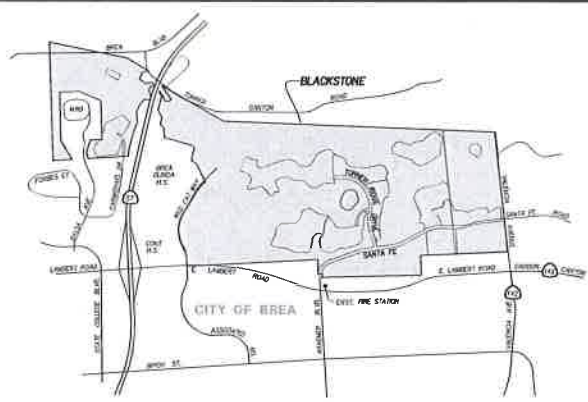


EXHIBIT 'A'



Unit Summary					
TRACT	P.A.	NO. OF UNITS	MIN. LOT SIZE	PERMITTED	C OF O
TRACT 16977	P.A. 1	59	55' x 100'	0	59
TRACT 16978	P.A. 2	84	TRI-PLEX (ATTACHED)	0	84
TRACT 16979	P.A. 3A	150	SFD CLUSTER PRODUCT	0	150
TRACT 16980	P.A. 3B	111	SFD CLUSTER PRODUCT	0	111
TRACT 16981	P.A. 4A	56	55' x 100'	0	56
TRACT 16981	P.A. 4B	80	60' x 100'	0	80
TRACT 16982	P.A. 5	100	53' x 100'	0	100
TRACT 16983	P.A. 6	83	72' x 100'	0	52
TRACT 17381	P.A. 7	38	72' x 112'	0	38
Total		781			

- LEGEND**
- EXISTING OIL WELL ACCESS ROAD
  - PROPOSED OIL WELL ACCESS ROAD
  - GRADED SLOPES
  - GRADED FLAT AREAS/PARKS
  - OIL WELL LOT
  - OIL FACILITIES
  - PERMITTED
  - C OF O
  - MODEL SITE
  - PROPOSED TONNER RIDGE TRAIL
  - PROPOSED BIKE TRAIL



Vicinity Map  
NOT TO SCALE



THIS SUBDIVISION WARRANTY AGREEMENT ("Agreement") is made and entered into by and between the City of Brea, a municipal corporation ("City"), and **Shea Tonner Hills, LLC, a Delaware limited liability company** ("Subdivider").

#### RECITALS

A. Subdivider has heretofore entered into a subdivision improvement agreement with the County of Orange (the "County"), with respect to Tract No. 16976 (also known as "Blackstone Development" or "Subdivision"), located in the unincorporated area of the County.

B. The subdivision improvement agreement referenced above ("Subdivision Agreement"), provides for Subdivider's construction of public improvements throughout the referenced Tract (collectively, "Improvements"). The Subdivision Agreement also requires the Subdivider to warrant the Improvements to be free of defects for one (1) year following acceptance by the County. The provisions of the Subdivision Agreement setting forth the Subdivider's warranty obligations are hereby incorporated by reference herein.

C. Pursuant to a cooperative agreement between the City of Brea and the County, following formal acceptance of the Improvements by the County, Tract No. 16976 will be annexed into and be within the City's jurisdictional limits, and the Improvements shall be and become public improvements owned by the City of Brea.

D. The Subdivision Agreement does not require the Subdivider to provide any form of security with respect to the warranty of the Improvements. Therefore, the purpose of this Agreement is to set forth terms and conditions pertaining to the Subdivider's provision of security guaranteeing the correction of any defects in the Improvements, discovered or occurring within one (1) year of acceptance of the last of the Improvements by the County.

E. The plans and specifications for the construction, installation and completion of the Improvements ("Improvement Plans"), were prepared by the Subdivider and approved by the County and City, and the same are incorporated by reference herein.

#### AGREEMENT

NOW, THEREFORE, in consideration of the City's acceptance of the Improvements from the County, Subdivider and City agree as follows:

##### 1. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the County of the last of the Improvements, any Improvement or part of any Improvement furnished, installed or constructed by the Subdivider pursuant to either of the Subdivision Agreements fails to comply with any requirements of this Agreement, the California Subdivision Map Act, or the Improvement Plans, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any such part or parts of the Improvements.

B. In addition to any and all remedies available to the County pursuant to the Subdivision Agreement, should the Subdivider fail or refuse to act promptly or in accordance with subsection A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its reasonable discretion, make the necessary repairs or replacements or perform the necessary reconstruction, subject to reimbursement by Subdivider for all documented actual costs of labor and materials. If Subdivider fails or refuses to promptly reimburse the City, then City may draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs reasonably incurred.

## 2. IMPROVEMENT SECURITY

A. Within five (5) business days of the effective date of this Agreement, Subdivider shall provide as security to the City for Subdivider's warranty obligations, security in the amount of **Four Hundred Ninety Thousand Seven Hundred Forty Dollars (\$490,740.00)**, which equals to ten percent (10%) of the total cost of the Improvements. The security shall be in the form of a performance bond issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA, or such other form of security acceptable to City. With this security, the form of which shall be subject to the City Attorney's prior approval, the Subdivider guarantees the Improvements for one (1) year after the completion and acceptance of the last of such Improvements, as described in subsection A, above. A release by the County of any bond or other form of security related to the Improvements shall have no effect on Subdivider's obligation to provide and maintain the improvement security required herein.

B. If the improvement security is a corporate surety bond and, in the reasonable opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving written demand from the City.

C. Improvement security consisting of an acceptable form of corporate surety bond, shall be submitted to the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released.

D. The security furnished for the one-year guarantee and warranty of the Improvements shall not be fully released until after the City Engineer's reasonable determination that none of the Improvements are defective following the completion of the one (1) year warranty period, which determination shall be made thirty (30) days following the completion of the one (1) year warranty period.

E. Subject to any time extensions granted by the City, the Subdivider shall be in default if the Subdivider has not repaired any defects in the Improvements within thirty (30) days of receiving City's written notice of defect, which notice shall set forth with reasonable specificity the nature of the alleged defect, or such other time specified in such notice.

F. In the event of a default by the Subdivider, and after written notice to Subdivider, which notice shall set forth with reasonable specificity the nature of the alleged defect, and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to repair or replace any defective Improvement.

### 3. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation, assembly or improper maintenance, including, without limitation, the use of defective methods, materials and workmanship (collectively, "Subdivider's Faults"), of the Improvements by Subdivider, its officers, employees, subcontractors, and/or agents. To the maximum extent permitted by law, Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 3 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Improvements, or whether the City has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or a final map. After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by City's City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subsection C beyond the one-year guarantee and warranty period.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives, contractors, and/or volunteers (collectively hereinafter "Indemnitees") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the Indemnitees.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees to the extent of the indemnity above provided.

#### 4. INSURANCE

A. The following insurance coverage shall be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverage. In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverage as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

##### B. Required Coverage During the Warranty Period

For the required guarantee and warranty period (unless such longer period of time is specified herein), Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

##### 1. Commercial General Liability Insurance

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and two million dollars general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

##### C. General Insurance Provisions

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in



this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

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

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

4. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A:-VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

5. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Subdivider.

6. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Insurer shall provide notice of any cancellation of coverage as soon as practicable. Subdivider agrees to provide copies of any endorsements modifying coverage in a manner inconsistent with the requirements of this Agreement upon request from City.

7 Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

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

9. Subdivider agrees to require all subcontractors or other parties performing repair or replacement of Improvements pursuant to the guarantee and warranty herein, to purchase and maintain insurance for commercial general liability (minimum limit one million

dollars (\$1,000,000) per occurrence), automobile liability (one million dollars (\$1,000,000) per accident) and workers' compensation (statutory benefits).

10. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required herein. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with as to Subdivider's warranty obligations, and all certificates of insurance obtained in compliance with this paragraph, will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

11. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with repair or replacement of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

12. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific Subdivision location.

13. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Subdivision.

14. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

15. If Subdivider or any contractor or subcontractor is a limited liability company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

16. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

## **5. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY**

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Failure to promptly correct or cure any defect in the Improvements or any of them during the one (1) year guarantee and warranty period as required herein, or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists; which notice shall set forth with reasonable specificity the nature of the alleged defect;

2. Insolvency, appointment of a receiver, or the filing by Subdivider of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

3. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City, which notice shall set forth with reasonable specificity the nature of any such alleged failure.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider, which notice shall set forth with reasonable specificity the nature of the alleged breach, and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any security furnished hereunder to complete repairs or replacement of any of the Improvements in a commercially reasonable manner or otherwise reasonably mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as security hereunder, and request that said surety take over and complete repairs or replacement of the affected Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, in a commercially reasonable manner, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the warranty security amounts set forth herein may not reflect the actual cost of repair or replacement of the affected Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the repairs to or replacement of the affected Improvements in a commercially reasonable manner. If the damages incurred by the City in taking over and completing repairs or replacement of the Improvements reasonably exceed the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default, which notice shall set forth with reasonable specificity the nature of the alleged default, and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the

Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, upon any real property in the Subdivision owned by Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing repair work or replacement of the Improvements, the prevailing party shall be entitled to all attorneys' fees and other costs and expenses of litigation incurred.

## 6. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

## 7. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers) to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of improvement warranty security.

## 8. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	City of Brea
	Attn: City Engineer
	1 Civic Center Circle
	Brea, California 92821

If to the Subdivider: **Shea Homes – Southern California**  
**2 Ada, Suite 200**  
**Irvine, CA 9261**

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

#### 9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

#### 10. BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding upon, and shall have full force and effect as to, any and all successors in interest, heirs, and assigns of Subdivider.

#### 11. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

#### 12. INCORPORATION OF RECITALS

The Recitals are incorporated into, and made a part of, this Agreement.

#### 13. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Venue for any legal action arising out of this Agreement shall be any competent court in the County of Orange, California.

#### 14. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

"SUBDIVIDER"

Shea Tonner Hills LLC

(Type or print exact name of person or business entity)

By: Tara Freese  
(Signature of authorized officer)

Tara Freese

(Type or print name of authorized officer)

Authorized Agent

(Title of authorized officer)

Date: 11/9/17

"SUBDIVIDER"

Shea Tonner Hills LLC

(Type or print exact name of person or business entity)

By: John Danvers  
(Signature of authorized officer)

John Danvers

(Type or print name of authorized officer)

Authorized Agent

(Title of authorized officer)

Date: 11/9/17

"CITY"

CITY OF BREA

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

On November 9, 2017 before me, Beth Ann Hutchinson, Notary Public  
(insert name and title of the officer)

personally appeared -----Tara Freese and John Danvers-----,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Beth A. Hutchinson

(Seal)



**1 Year Warranty Bond**

**Bond No.** 6585872M

**Initial Premium** included in performance bond

**WHEREAS**, The City Council of the CITY OF BREA, State of California, and Shea Tonner Hills, LLC ("Principal" hereinafter) have entered into an agreement whereby Principal agrees to provide warranty for public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_\_\_, and identified as project Blackstone development Tract 16976 (Backbone), is hereby referred to and made a part hereof: and

**WHEREAS**, said Principal is required under the terms of said agreement to furnish a bond to guarantee and warranty the work for a one (1) year period following acceptance thereof against any defective work or labor done or defective material furnished;

**NOW, THEREFORE**, we the Principal and Safeco Insurance Company of America, as surety are held and firmly bound unto the CITY OF BREA ("City" hereinafter), in the penal sum of Four Hundred Ninety Thousand Seven Hundred Forty Dollars (\$490,740.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respect according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and surety above named, on November 29th, 2017.

**Principal**

SHEA TONNER HILLS, LLC

**By:** \*see attached signature block

**Address:** 2 Ada, Suite 200, Irvine, CA 92618

**Phone No.:** 949-526-8841

**Surety**

Safeco Insurance Company of America

**By:**   
Edward C. Spector, Attorney-In-Fact

**Address:** 790 The City Drive, South, Suite 200, Orange, CA 92868

**Phone No.:** 213-630-3200



Bond number: 6585872M

Shea Tonner Hills, LLC,  
a Delaware limited liability company,

By: Shea Homes Limited Partnership,  
a California limited partnership  
its Sole Member and Manager

By: J.F. Shea, L.P.,  
a Delaware limited partnership,  
Its General Partner

By: JFS Management, L.P.,  
a Delaware limited partnership,  
Its General Partner

By: J.F. Shea Construction Management, Inc.,  
a California corporation,  
Its General Partner

By:   
Title: Authorized Agent

By:   
Title: Authorized Agent

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On November 30, 2017 before me, Bonnie MacEwan-Campbell, Notary Public  
(insert name and title of the officer)

personally appeared ----- Tara Freese and John Danvers -----,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Bonnie MacEwan-Campbell (Seal)



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

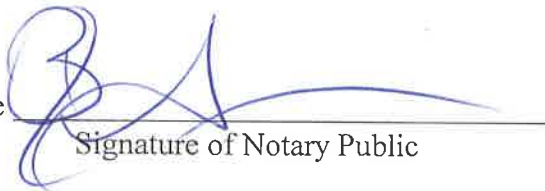
On NOV 29 2017 before me, Bernadette Aleman, Notary Public, personally appeared Edward C. Spector who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

  
Signature of Notary Public

First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **ASHRAF ELMASRY; B. ALEMAN; DARAVY MADY; EDWARD C. SPECTOR; JAMES ROSS; KD CONRAD; KRISTINE MENDEZ; LISA K. CRAIL; PAUL RODRIGUEZ; SIMONE GERHARD; TRACY ASTON** .....

all of the city of SAN FRANCISCO, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of August, 2012.



First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss  
COUNTY OF KING

On this 16th day of August, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this NOV 29 2017 day of NOV, 2017.



By: David M. Carey  
David M. Carey, Assistant Secretary

THIS SUBDIVISION WARRANTY AGREEMENT ("Agreement") is made and entered into by and between the City of Brea, a municipal corporation ("City"), and **Standard Pacific of Tonner Hills, LLC, a Delaware limited liability company** ("Subdivider").

#### RECITALS

A. Subdivider has heretofore entered into a subdivision improvement agreement with the County of Orange (the "County"), with respect to Tract No. 16642 (also known as "Blackstone Development" or "Subdivision"), located in the unincorporated area of the County.

B. The subdivision improvement agreement referenced above ("Subdivision Agreement"), provides for Subdivider's construction of public improvements throughout the referenced Tract (collectively, "Improvements"). The Subdivision Agreement also requires the Subdivider to warrant the Improvements to be free of defects for one (1) year following acceptance by the County. The provisions of the Subdivision Agreement setting forth the Subdivider's warranty obligations are hereby incorporated by reference herein.

C. Pursuant to a cooperative agreement between the City of Brea and the County, following formal acceptance of the Improvements by the County, Tract No. 16642 will be annexed into and be within the City's jurisdictional limits, and the Improvements shall be and become public improvements owned by the City of Brea.

D. The Subdivision Agreement does not require the Subdivider to provide any form of security with respect to the warranty of the Improvements. Therefore, the purpose of this Agreement is to set forth terms and conditions pertaining to the Subdivider's provision of security guaranteeing the correction of any defects in the Improvements, discovered or occurring within one (1) year of acceptance of the last of the Improvements by the County.

E. The plans and specifications for the construction, installation and completion of the Improvements ("Improvement Plans"), were prepared by the Subdivider and approved by the County and City, and the same are incorporated by reference herein.

#### AGREEMENT

NOW, THEREFORE, in consideration of the City's acceptance of the Improvements from the County, Subdivider and City agree as follows:

##### 1. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the County of the last of the Improvements, any Improvement or part of any Improvement furnished, installed or constructed by the Subdivider pursuant to either of the Subdivision Agreements fails to comply with any requirements of this Agreement, the California Subdivision Map Act, or the Improvement Plans, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any such part or parts of the Improvements.



B. In addition to any and all remedies available to the County pursuant to the Subdivision Agreement, should the Subdivider fail or refuse to act promptly or in accordance with subsection A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its reasonable discretion, make the necessary repairs or replacements or perform the necessary reconstruction, subject to reimbursement by Subdivider for all documented actual costs of labor and materials. If Subdivider fails or refuses to promptly reimburse the City, then City may draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs reasonably incurred.

## 2. IMPROVEMENT SECURITY

A. Within five (5) business days of the effective date of this Agreement, Subdivider shall provide as security to the City for Subdivider's warranty obligations, security in the amount of **Eighty-Two Thousand Four Hundred Dollars (\$82,400.00)**, which equals to ten percent (10%) of the total cost of the Improvements. The security shall be in the form of a performance bond issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA, or such other form of security acceptable to City. With this security, the form of which shall be subject to the City Attorney's prior approval, the Subdivider guarantees the Improvements for one (1) year after the completion and acceptance of the last of such Improvements, as described in subsection A, above. A release by the County of any bond or other form of security related to the Improvements shall have no effect on Subdivider's obligation to provide and maintain the improvement security required herein.

B. If the improvement security is a corporate surety bond and, in the reasonable opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving written demand from the City.

C. Improvement security consisting of an acceptable form of corporate surety bond, shall be submitted to the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released.

D. The security furnished for the one-year guarantee and warranty of the Improvements shall not be fully released until after the City Engineer's reasonable determination that none of the Improvements are defective following the completion of the one (1) year warranty period, which determination shall be made thirty (30) days following the completion of the one (1) year warranty period.

E. Subject to any time extensions granted by the City, the Subdivider shall be in default if the Subdivider has not repaired any defects in the Improvements within thirty (30) days of receiving City's written notice of defect, which notice shall set forth with reasonable specificity the nature of the alleged defect, or such other time specified in such notice.

F. In the event of a default by the Subdivider, and after written notice to Subdivider, which notice shall set forth with reasonable specificity the nature of the alleged defect, and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to repair or replace any defective Improvement.

### 3. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation, assembly or improper maintenance, including, without limitation, the use of defective methods, materials and workmanship (collectively, "Subdivider's Faults"), of the Improvements by Subdivider, its officers, employees, subcontractors, and/or agents. To the maximum extent permitted by law, Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 3 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Improvements, or whether the City has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or a final map. After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by City's City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subsection C beyond the one-year guarantee and warranty period.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives, contractors, and/or volunteers (collectively hereinafter "Indemnitees") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the Indemnitees.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees to the extent of the indemnity above provided.

#### 4. INSURANCE

A. The following insurance coverage shall be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverage. In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverage as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

##### B. Required Coverage During the Warranty Period

For the required guarantee and warranty period (unless such longer period of time is specified herein), Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

##### 1. Commercial General Liability Insurance

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and two million dollars general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

##### C. General Insurance Provisions

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in



this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

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

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

4. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

5. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Subdivider.

6. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Insurer shall provide notice of any cancellation of coverage as soon as practicable. Subdivider agrees to provide copies of any endorsements modifying coverage in a manner inconsistent with the requirements of this Agreement upon request from City.

7. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

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

9. Subdivider agrees to require all subcontractors or other parties performing repair or replacement of Improvements pursuant to the guarantee and warranty herein, to purchase and maintain insurance for commercial general liability (minimum limit one million

dollars (\$1,000,000) per occurrence), automobile liability (one million dollars (\$1,000,000) per accident) and workers' compensation (statutory benefits).

10. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required herein. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with as to Subdivider's warranty obligations, and all certificates of insurance obtained in compliance with this paragraph, will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

11. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with repair or replacement of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

12. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific Subdivision location.

13. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Subdivision.

14. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any party associated with City or its employees.

15. If Subdivider or any contractor or subcontractor is a limited liability company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

16. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

## 5. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Failure to promptly correct or cure any defect in the Improvements or any of them during the one (1) year guarantee and warranty period as required herein, or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists; which notice shall set forth with reasonable specificity the nature of the alleged defect;

2. Insolvency, appointment of a receiver, or the filing by Subdivider of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

3. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City, which notice shall set forth with reasonable specificity the nature of any such alleged failure.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider, which notice shall set forth with reasonable specificity the nature of the alleged breach, and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any security furnished hereunder to complete repairs or replacement of any of the Improvements in a commercially reasonable manner or otherwise reasonably mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as security hereunder, and request that said surety take over and complete repairs or replacement of the affected Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, in a commercially reasonable manner, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the warranty security amounts set forth herein may not reflect the actual cost of repair or replacement of the affected Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the repairs to or replacement of the affected Improvements in a commercially reasonable manner. If the damages incurred by the City in taking over and completing repairs or replacement of the Improvements reasonably exceed the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default, which notice shall set forth with reasonable specificity the nature of the alleged default, and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the

Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, upon any real property in the Subdivision owned by Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing repair work or replacement of the Improvements, the prevailing party shall be entitled to all attorneys' fees and other costs and expenses of litigation incurred.

## 6. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

## 7. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers) to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of improvement warranty security.

## 8. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	City of Brea
	Attn: City Engineer
	1 Civic Center Circle
	Brea, California 92821

If to the Subdivider: **CalAtlantic Homes**  
**15360 Barranca Parkway**  
**Irvine, CA 92618**

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

#### 9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

#### 10. BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding upon, and shall have full force and effect as to, any and all successors in interest, heirs, and assigns of Subdivider.

#### 11. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

#### 12. INCORPORATION OF RECITALS

The Recitals are incorporated into, and made a part of, this Agreement.

#### 13. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Venue for any legal action arising out of this Agreement shall be any competent court in the County of Orange, California.

#### 14. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: If signed by a Corporation, the  
signatures of two Corporate officers are

"SUBDIVIDER"

required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

STANDARD PACIFIC OF TONNEN HILLS, LLC  
(Type or print exact name of person or business entity)

By:   
(Signature of authorized officer)

MIGUEL C. BATTAGLIA  
(Type or print name of authorized officer)

VP OF PROJECT DEVELOPMENT  
(Title of authorized officer)

Date: 11/2/17

"CITY"

CITY OF BREA

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

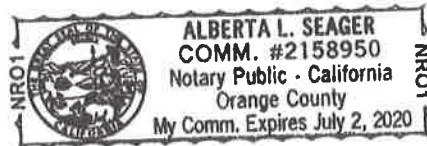
County of ORANGE )

On November 2, 2017 before me, ALBERTA L. SEAGER, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared MICHAEL C. BATTAGLIA  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Alberta L. Seager

(Seal)

**1 Year Warranty Bond**

**Bond No.** 0629301-M

**Initial Premium** included in charge  
for performance bond

**WHEREAS**, The City Council of the CITY OF BREA, State of California, and **Standard Pacific of Tonner Hills, LLC** ("Principal" hereinafter) have entered into an agreement whereby Principal agrees to provide warranty for public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_\_\_, and identified as project **Blackstone development Tract 16642 (PA 6)**, is hereby referred to and made a part hereof: and

**WHEREAS**, said Principal is required under the terms of said agreement to furnish a bond to guarantee and warranty the work for a one (1) year period following acceptance thereof against any defective work or labor done or defective material furnished;

**NOW, THEREFORE**, we the Principal and International Fidelity Insurance Company, as surety are held and firmly bound unto the CITY OF BREA ("City" hereinafter), in the penal sum of **Eighty-Two Thousand Four Hundred Dollars (\$ 82,400.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bond ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respect according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

**IN WITNESS WHEREOF**, this instrument has been duly executed by the Principal and surety above named, on September 21, 2017.

**Principal**

Standard Pacific of Tonner Hills, LLC

**By:** MICHAEL BATTAGLIA  
VP PROJECT DEVELOPMENT

**Address:** 15360 Barranca Parkway, Irvine, CA 92618

**Phone No.:** 949-789-1719

**Surety**

International Fidelity Insurance Company

**By:** Tracy Aston  
Tracy Aston, Attorney-in-Fact

**Address:** 2400 E. Katella Ave., Ste 250, Anaheim

**Phone No.:** 714-602-6867 CA 92806



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF ORANGE )

On **September 28, 2017** before me, **Debra J. Pelozo, Notary Public**, personally appeared **Michael C. Battaglia** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Debra J. Pelozo



(Seal)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On SEP 21 2017 before me, April Martinez, Notary Public, personally appeared Tracy Aston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

  
Signature of Notary Public



# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

NATHAN VARNOLD, TRACY ASTON, ASHRAF ELMASRY, MARINA TAPIA, EDWARD C. SPECTOR,  
TOM BRANIGAN, PAUL RODRIGUEZ, SIMONE GERHARD, DARAVY MADY, LISA K. CRAIL

Los Angeles, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this **SEP 21 2017** day of

MARIA BRANCO, Assistant Secretary



## City of Brea

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### COUNCIL COMMUNICATION

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/19/2017

**SUBJECT:** Final Parcel Map 2015-164, Subdivision Agreement and Bonds and Site Maintenance and Restoration Agreement for property located at 500 S. Kraemer Boulevard

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### **RECOMMENDATION**

1. Accept Final Map
2. Approve Subdivision Agreement and Bonds
3. Approve Site Maintenance and Restoration Agreement

### **BACKGROUND/DISCUSSION**

The property located on the south east corner of Imperial Highway and Kraemer Boulevard is about 7.02 acres with a General Plan Designation of Commercial Industrial (C-M) Zone. Currently, the property is fully developed with two (2) existing buildings. The addresses for these buildings are 500 S. Kraemer Boulevard and 2601 E. Saturn Street.

The proposed subdivision, Tentative Parcel Map 2015-164 (TPM 2015-164), subdivides this property into two (2) parcels. Parcel 1 is 2.9 acres and includes the building currently addressed as 500 S. Kraemer Boulevard. Parcel 2 is 4.12 acres and includes the building currently addressed as 2601 E. Saturn Street. TPM 2015-164 was conditionally approved per Planning Commission Resolution PC 2016-14 on September 27, 2016. No new building construction is proposed at this time. See Exhibit 'A' - Location Exhibit attached herein.

Since the Planning Commission approval of the project, the property ownership has been transferred from Brea Office Portfolio LLC to PERS JCR Kraemer Office Investors, LLC. Pursuant to the Conditions of Approval within Resolution PC 2016-14, the property owner is required to reconstruct the existing handicap ramps of the driveway on Kraemer Boulevard in accordance with the latest Americans with Disabilities Act (ADA) and to remove an on-site trash enclosure currently located within a public water easement over the City owned water lines. The property owner has entered into the Subdivision Improvement Agreement and has provided a performance bond and payment bond in the amount of Seventy-Two Thousand Four Hundred Dollars (\$72,400) for the construction of aforementioned improvements.

The Final Parcel Map 2015-164 (Final Map) has been approved by the County Surveyor's Office for technical correctness and the City Engineer has determined the Final Map to be in compliance with the State Subdivision Map Act, in conformance with the Tentative Parcel Map, and with City ordinances. In addition, staff has reviewed the Conditions of Approval for this development and have determined that the associated Final Map and improvement plan

submittal conditions have been met.

Furthermore, there are existing City owned and maintained sewer and water lines located on-site within the easement areas. The existing eight inch (8") sewer line is located in a twenty foot (20') wide easement area along the northerly property line. The eight inch (8") water line is located in a ten foot (10') wide easement area along the easterly property line. See Exhibit 'B' for location of utility easement areas.

Additionally, there are existing improvements within these easement areas over the City owned utility lines. These existing improvements include concrete curb and gutter, small retaining wall, light standards, and trees and landscape plantings. Therefore, in order to allow these privately maintained improvements to remain in place, the City conditioned the property owner to be responsible for the replacement of these existing improvements by executing a Site Maintenance and Restoration Agreement (Agreement) with the City. The Agreement stipulates that the City will be responsible for removing the improvements in order to maintain or repair the City owned utility lines. Upon completion of the repair, the City will backfill the trench to the existing finish surface. The property owner will then be responsible to replace the site improvements at their expense.

#### **FISCAL IMPACT/SUMMARY**

The Applicant has paid all required fees associated with this Final Map, Improvement Plan, Subdivision Improvement Agreement, and Site Maintenance and Restoration Agreement. There will be no General Fund impact from approval of this Map .

The Final Map has been approved by the County Surveyor's Office and City Engineer, the property owner has entered into a Subdivision Improvement Agreement with posted performance bond in the amount of 100% of the improvement costs (\$72,400), and the associated Final Map and Improvement Plan conditions for the development have been met. Additionally, the Agreement between the City and property owner for site maintenance and restoration responsibilities has been signed by the property owner. The Subdivision Improvement Agreement and the Site Maintenance and Restoration Agreement were reviewed and approved as to form by the City Attorney. Therefore, staff is recommending the City Council consider accepting the Final Map, approving the Subdivision Improvement Agreement with associated bonds and approving the Site Maintenance and Restoration Agreement.

#### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Hsing Chao, Associate Engineer

Concurrence: Steve Kooyman, P.E. City Engineer

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#### **Attachments**

Exhibit 'A' - Location Exhibit

Exhibit 'B' - Utility Easement Location Exhibit

Parcel Map 2015-164

Subdivision Agreement and Bonds

Site Maintenance and Restoration Agreement

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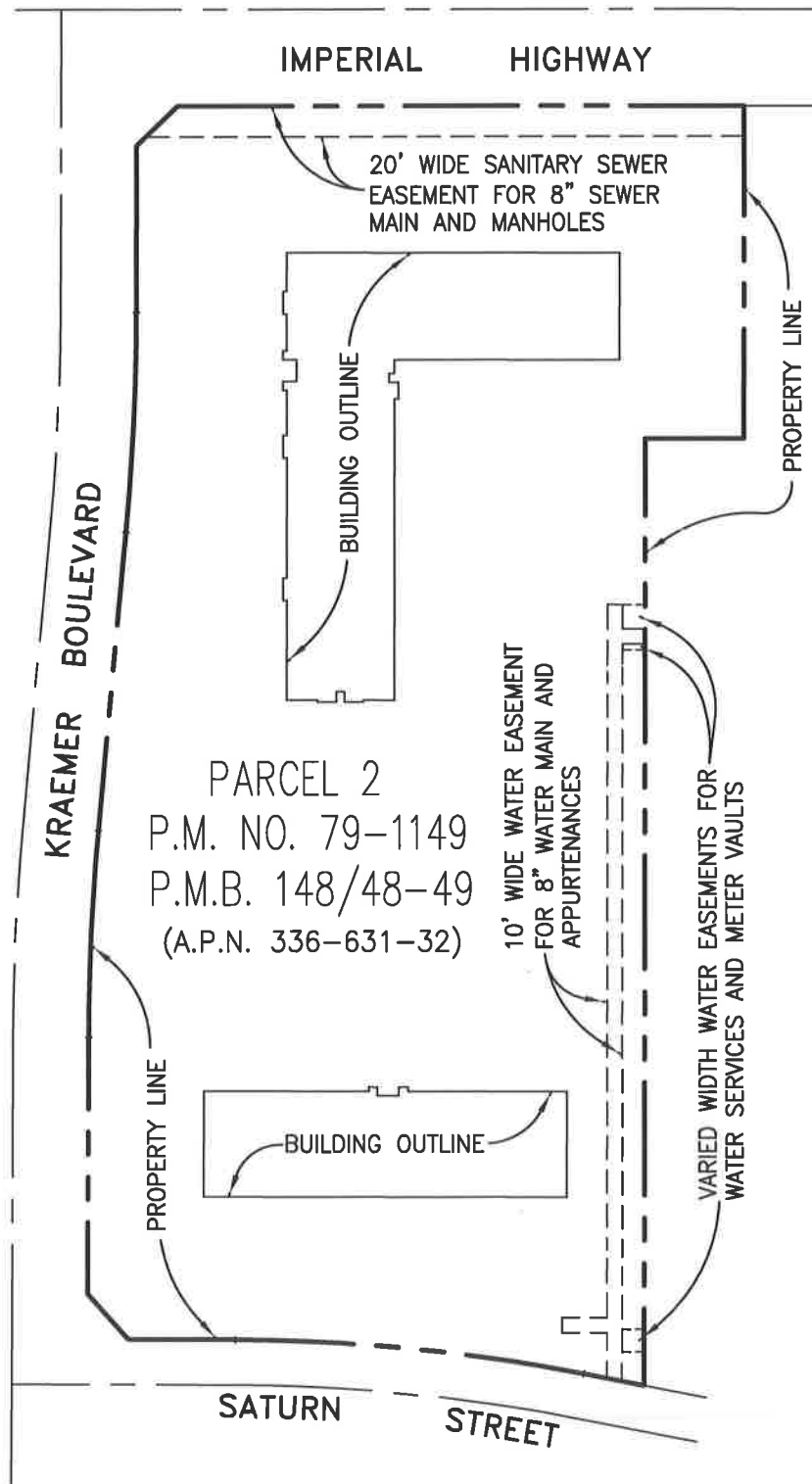
## EXHIBIT 'A' LOCATION EXHIBIT



Scale: 1 in = 137 ft  
Printed 12/6/2017



**Exhibit 'B'**  
**Utility Easement Location Exhibit**



SCALE: 1"=120'



ALL OF TENTATIVE  
PARCEL MAP NO. 2015-164  
2 NUMBERED PARCELS  
AREA: 7.027 AC., GROSS  
DATE OF SURVEY: OCTOBER, 2016

# PARCEL MAP NO. 2015-164

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO. 79-1149 AS PER MAP FILED IN BOOK 148, PAGES 48 AND 49 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CA ENGINEERING, INC. JERALD E. ANHORN JR., L.S. 7159

ACCEPTED AND FILED  
AT THE REQUEST OF  
FIRST AMERICAN TITLE COMPANY

DATE \_\_\_\_\_  
TIME \_\_\_\_\_ FEE \$ \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
HUGH NGUYEN  
COUNTY CLERK-RECORDER  
BY: \_\_\_\_\_  
DEPUTY

## OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE ALSO HEREBY DEDICATE TO THE CITY OF BREA THE EASEMENTS FOR WATER PURPOSES AS SHOWN ON THIS MAP.

THE PROPERTY OWNER WILL BE RESPONSIBLE TO DESIGN AND CONSTRUCT THE PUBLIC SIDEWALK AND MODIFY EXISTING DRIVEWAY ON SATURN STREET TO CITY STANDARDS AND SUBJECT TO THE DETERMINATION, REVIEW AND APPROVAL OF THE CITY ENGINEER, AS A RESULT OF BUILDING PERMIT REQUIREMENTS AND/OR INCREASE IN THE INTENSIFICATION OF THE LAND USE. IF AND WHEN THE PROPERTY OWNER COMPLETES SAID SIDEWALK AND DRIVEWAY IMPROVEMENTS WHICH ARE ACCEPTED BY THE CITY ENGINEER, CITY WILL RECORD A "NOTICE OF COMPLETION" AND/OR "ACCEPTANCE OF IMPROVEMENTS" TO SATISFY THIS CONDITION.

PRESIDENT KRAEMER OFFICE INVESTORS LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: [Signature]  
PRINT NAME: DAVID A BONAPARTE  
TITLE: VICE PRESIDENT

## TRUSTEE

CHICAGO TITLE COMPANY, A CALIFORNIA CORPORATION, TRUSTEE UNDER DEED OF TRUST RECORDED 11-30-2016 AS INSTRUMENT NO. 2016000606217 OF OFFICIAL RECORDS.

BY: Lance T. Capel BY: Shanna Smith  
PRINT NAME: LANCE T. CAPEL PRINT NAME: Shanna Smith  
TITLE: SENIOR VICE PRESIDENT TITLE: Vice President

## NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF Orange } SS

ON November 29, 2017 BEFORE ME, Parah M. Dreyer  
A NOTARY PUBLIC, PERSONALLY APPEARED Lance T. Capel and Shanna Smith

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND  
[Signature]  
NOTARY PUBLIC IN AND FOR SAID STATE  
Parah M. Dreyer  
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS  
IS IN Orange COUNTY.  
MY COMMISSION EXPIRES June 26, 2021  
COMMISSION NUMBER 2202809

## SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

THE STATE OF CALIFORNIA, HOLDER OF EASEMENTS TO EXTEND AND MAINTAIN DRAINAGE STRUCTURES AND EXCAVATION AND EMBANKMENT SLOPES PER DEEDS RECORDED 3-30-1934 IN BOOK 666, PAGE 311, AND 5-05-1934 IN BOOK 670, PAGE 430, BOTH OF OFFICIAL RECORDS. NOT PLOTTABLE FROM RECORD.

THE CITY OF BREA, HOLDER OF EASEMENTS FOR RECREATIONAL TRAIL AND OTHER RECREATIONAL PURPOSES AND SANITARY SEWER PURPOSES PER TRACT NO. 8675, M.M. 403/37-41.

PACIFIC TELEPHONE AND TELEGRAPH COMPANY, HOLDER OF AN EASEMENT FOR UNDERGROUND TELEPHONE, TELEGRAPH AND COMMUNICATION STRUCTURES PER DEED RECORDED 6-22-1977 IN BOOK 12256, PAGE 1096 OF OFFICIAL RECORDS.

MORELAND DEVELOPMENT COMPANY, HOLDER OF A SIGN EASEMENT PER INST. NO. 8559 RECORDED 9-08-1978 IN BOOK 12832, PAGE 1631 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENTS FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS PER INST. NO. 7023, RECORDED 5-04-1979 IN BOOK 13133, PAGE 288, PER INST. NO. 38638, RECORDED 12-31-1979 IN BOOK 13452, PAGE 1955, AND RE-RECORDED AS INST. NO. 24943, RECORDED 4-18-1980 IN BOOK 13580, PAGE 277, AND PER INST. NO. 13265, RECORDED 7-10-1981 IN BOOK 14135, PAGE 358, ALL OF OFFICIAL RECORDS.

THE CITY OF BREA, HOLDER OF AN EASEMENT FOR A PUBLIC WATER SYSTEM AND APPURTENANCES PER INST. NO. 20309, RECORDED 6-14-1979 IN BOOK 13187, PAGE 26, OF OFFICIAL RECORDS.

THE OWNERS OF PARCEL 1 OF PARCEL MAP NO. 79-1149, P.M.B. 148/48-49, HOLDERS OF EASEMENTS FOR PARKING AND INGRESS AND EGRESS AND DRAINAGE EASEMENTS PER INST. NO. 1454, RECORDED 8-01-1980 IN BOOK 13686, PAGE 1888, OF OFFICIAL RECORDS. BLANKET IN NATURE.

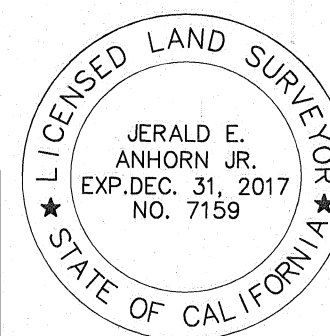
TIDEWATER ASSOCIATED OIL COMPANY, HOLDER OF AN EASEMENT BY INSTRUMENT FILED 12-30-1937 AS DOCUMENT NO. 35505.

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF BREA OFFICE PORTFOLIO LLC IN OCTOBER, 2016. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 24 MONTHS OF MAP RECORDATION; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

JERALD E. ANHORN JR., L.S. 7159  
LICENSE EXPIRES 12-31-17

11/29/17  
DATE



## CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH. THIS STATEMENT WILL BE EFFECTIVE ON THE DATE UPON WHICH THE COUNTY OF ORANGE APPROVES THE MAP AS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

STEVE P. KOOYMAN, R.C.E. NO. 55757  
REGISTRATION EXPIRES 12-31-18  
CITY ENGINEER, CITY OF BREA

## CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }  
CITY OF BREA } SS  
COUNTY OF ORANGE }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF BREA AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF BREA THE EASEMENTS FOR WATER PURPOSES AS DEDICATED.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

LILLIAN HARRIS-NEAL  
CITY CLERK OF BREA

## COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

KEVIN R. HILLS, COUNTY SURVEYOR  
L.S. 6617

## COUNTY TREASURER - TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE THE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

SHARI L. FREIDENRICH  
COUNTY TREASURER - TAX COLLECTOR

BY: \_\_\_\_\_  
TREASURER - TAX COLLECTOR

## NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF Orange } SS

ON December 4, 2017 BEFORE ME, MELANIE HAO JARVIS  
A NOTARY PUBLIC, PERSONALLY APPEARED DAVID BONAPARTE

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND  
Melanie Hao Jarvis  
NOTARY PUBLIC IN AND FOR SAID STATE  
MELANIE HAO JARVIS  
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS  
IS IN Orange COUNTY.  
MY COMMISSION EXPIRES July 2, 2019  
COMMISSION NUMBER 2114056

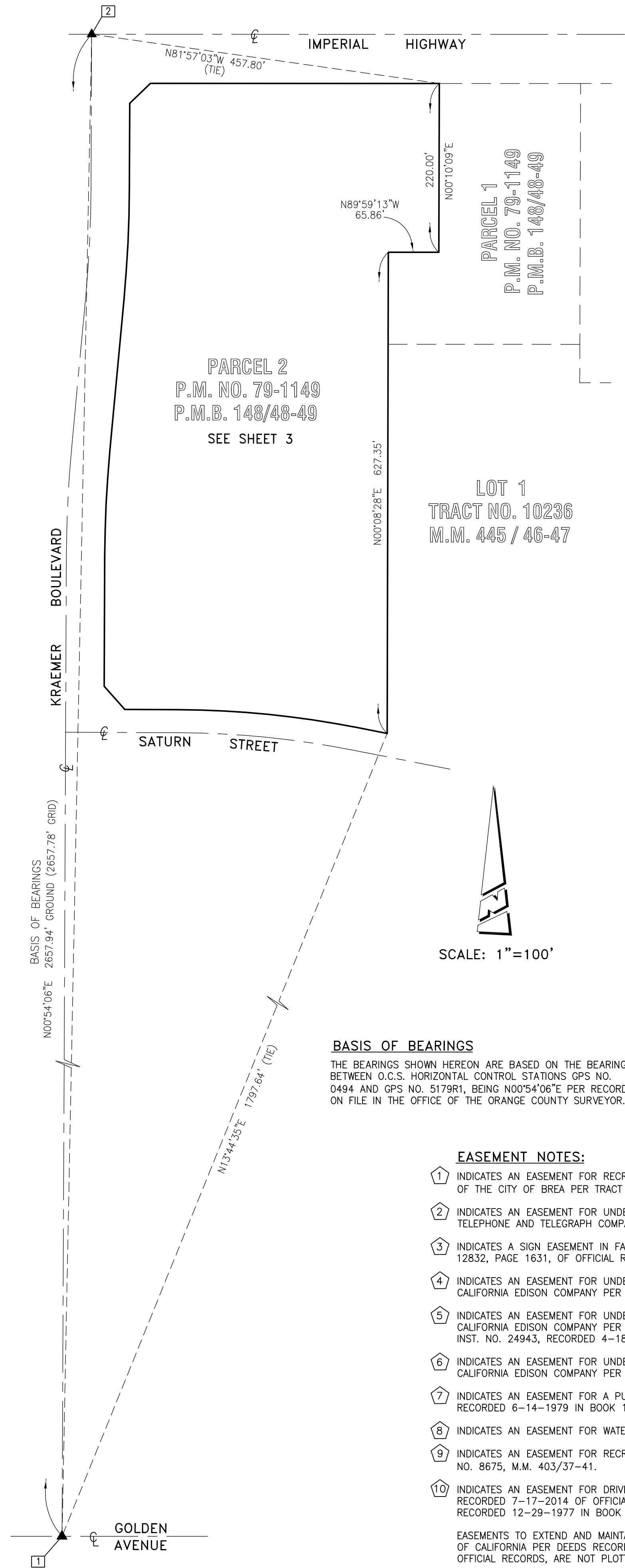


ALL OF TENTATIVE  
PARCEL MAP NO. 2015-164  
2 NUMBERED PARCELS  
AREA: 7.027 AC., GROSS  
DATE OF SURVEY: OCTOBER, 2016

PARCEL MAP NO. 2015-164

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
CA ENGINEERING, INC. JERALD E. ANHORN JR., L.S. 7159

HORIZONTAL CONTROL TIE DETAIL



BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATIONS GPS NO. 0494 AND GPS NO. 5179R1, BEING N00°54'06"E PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

EASEMENT NOTES:

- INDICATES AN EASEMENT FOR RECREATIONAL TRAIL AND OTHER RECREATIONAL PURPOSES AND SANITARY SEWER PURPOSES IN FAVOR OF THE CITY OF BREA PER TRACT NO. 8675, M.M. 403/37-41.
- INDICATES AN EASEMENT FOR UNDERGROUND TELEPHONE, TELEGRAPH AND COMMUNICATION STRUCTURES IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY PER DEED RECORDED 6-22-1977 IN BOOK 12256, PAGE 1096, OF OFFICIAL RECORDS.
- INDICATES A SIGN EASEMENT IN FAVOR OF MORELAND DEVELOPMENT COMPANY PER INST. NO. 8559 RECORDED 9-08-1978 IN BOOK 12832, PAGE 1631, OF OFFICIAL RECORDS.
- INDICATES AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 7023, RECORDED 5-04-1979 IN BOOK 13133, PAGE 288, OF OFFICIAL RECORDS.
- INDICATES AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 38638, RECORDED 12-31-1979 IN BOOK 13452, PAGE 1955, AND RE-RECORDED AS INST. NO. 24943, RECORDED 4-18-1980 IN BOOK 13580, PAGE 277, OF OFFICIAL RECORDS.
- INDICATES AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY PER INST. NO. 13265, RECORDED 7-10-1981 IN BOOK 14135, PAGE 358, ALL OF OFFICIAL RECORDS.
- INDICATES AN EASEMENT FOR A PUBLIC WATER SYSTEM AND APPURTENANCES IN FAVOR OF THE CITY OF BREA PER INST. NO. 20309, RECORDED 6-14-1979 IN BOOK 13187, PAGE 26, OF OFFICIAL RECORDS.
- INDICATES AN EASEMENT FOR WATER PURPOSES DEDICATED HEREON TO THE CITY OF BREA.
- INDICATES AN EASEMENT FOR RECREATIONAL TRAIL AND OTHER RECREATIONAL PURPOSES IN FAVOR OF THE CITY OF BREA PER TRACT NO. 8675, M.M. 403/37-41.
- INDICATES AN EASEMENT FOR DRIVEWAY PURPOSES IN FAVOR OF BREA OFFICE PORTFOLIO LLC PER INST. NO. 2014000284113, RECORDED 7-17-2014 OF OFFICIAL RECORDS AND AS RESERVED BY MORELAND DEVELOPMENT COMPANY PER INST. NO. 37829 RECORDED 12-29-1977 IN BOOK 12510, PAGE 1428, OF OFFICIAL RECORDS.

EASEMENTS TO EXTEND AND MAINTAIN DRAINAGE STRUCTURES AND EXCAVATION AND EMBANKMENT SLOPES IN FAVOR OF THE STATE OF CALIFORNIA PER DEEDS RECORDED 3-30-1934 IN BOOK 666, PAGE 311, AND 5-05-1934 IN BOOK 670, PAGE 430, BOTH OF OFFICIAL RECORDS, ARE NOT PLOTTABLE FROM RECORD.

RECIPROCAL EASEMENTS FOR PARKING AND INGRESS AND EGRESS AND DRAINAGE EASEMENTS IN FAVOR OF THE OWNERS OF PARCELS 1 AND 2 OF PARCEL MAP NO. 79-1149, P.M.B. 148/48-49, PER INST. NO. 1454, RECORDED 8-01-1980 IN BOOK 13686, PAGE 1888, OF OFFICIAL RECORDS, ARE BLANKET IN NATURE.

MONUMENT NOTES:

- INDICATES MONUMENT FOUND AS NOTED.
  - INDICATES FOUND O.C.S. HORIZONTAL G.P.S. CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.
- N 2276267.27  
E 6072007.92  
O.C.S. G.P.S. POINT NO. 0494  
FD. PUNCHED 2-1/4" BRASS DISK STAMPED "RCE 12971", DN. 0.9' IN WELL MONUMENT. ACCEPTED AS THE CENTERLINE INTERSECTION OF KRAEMER BLVD. AND GOLDEN AVE. PER TRACT NO. 8675, M.M. 403/37-41.
  - N 2278924.72  
E 6072049.74  
O.C.S. G.P.S. POINT NO. 5179R1  
FD. PUNCHED 2-1/2" BRASS CAP STAMPED "CALIF DEPT OF TRANSPORTATION", DN. 0.9' IN WELL MONUMENT. ACCEPTED AS THE INTERSECTION OF THE CENTERLINE OF KRAEMER BLVD. AND THE CONSTRUCTION CENTERLINE OF IMPERIAL HWY. PER RECORD OF SURVEY NO. 2003-1082, R.S.B. 197/8-10.
  - FD. PUNCHED 2-1/2" BRASS CAP STAMPED "CALIF DEPT OF TRANSPORTATION", DN. 0.6' IN WELL MONUMENT. ACCEPTED AS THE INTERSECTION OF THE CENTERLINE OF SATURN ST. AND THE SURVEY CENTERLINE OF IMPERIAL HWY. PER RECORD OF SURVEY NO. 2003-1082, R.S.B. 197/8-10.
  - FD. NAIL AND TAG, "RCE 8332", FLUSH. NO REF. ACCEPTED AS BOUNDARY CORNER.
  - FD. NAIL AND TAG, "RCE 8332", FLUSH. NO REF. ACCEPTED AS N.E. COR., PARCEL 1, PARCEL MAP NO. 79-1149, P.M.B. 148/48-49.
  - FD. 3/4" I.P., NO TAG, FLUSH. NO REF. ACCEPTED AS S.E. COR., PARCEL 1, PARCEL MAP NO. 79-1149, P.M.B. 148/48-49. SET TAG, "LS 7159".
  - FD. NAIL AND TAG, "RCE 8332", FLUSH. NO REF. ACCEPTED AS POINT ON S'LY PROLONGATION OF E'LY LINE, PARCEL 2, PARCEL MAP NO. 79-1149, P.M.B. 148/48-49.
  - FD. SPIKE & WASHER, "LS 5411", PER CORNER RECORD NO. 2010-0393, FLUSH. ACCEPTED AS CENTERLINE B.C. OF SATURN ST.
  - FD. 4-3' O/S SPIKE & WASHERS, "LS 5411", AT MANHOLE PER CORNER RECORD NO. 2010-0392, FLUSH. ACCEPTED AS CENTERLINE E.C. OF SATURN ST.
  - FD. SPIKE & WASHER, "LS 5411", PER CORNER RECORD NO. 2010-0392, FLUSH. ACCEPTED AS CENTERLINE B.C. OF SATURN ST.
  - FD. NAIL AND TAG, "RCE 8332", IN WELL MONUMENT PER RECORD OF SURVEY NO. 2003-1082, R.S.B. 197/8-10, DN. 1.0'. ACCEPTED AS CENTERLINE INTERSECTION.
  - FD. 2" I.P., NO TAG, FLUSH. NO REF. NOT ACCEPTED.
  - FD. NAIL & TIN, FLUSH. NO REF. NOT ACCEPTED.
  - FD. NAIL, FLUSH. NO REF. NOT ACCEPTED.
  - FD. NAIL & WASHER, NOT STAMPED. FLUSH. NO REF. ACCEPTED AS CENTERLINE B.C. OF KRAEMER BLVD.

INDICATES 2" I.P. AND TAG, "LS 7159", FLUSH, OR 8" SPIKE AND WASHER, "LS 7159", IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, FLUSH, OR LEAD, TACK AND TAG, "LS 7159", OR NAIL AND TAG, "LS 7159", TO BE SET WITHIN 24 MONTHS OF MAP RECORDATION.

1" I.P. TAGGED "LS 7159" OR AN 8" SPIKE AND WASHER STAMPED "LS 7159" IN ASPHALT HAVING A THICKNESS OF 2" OR MORE, OR A LEAD AND TAG, "LS 7159", IN CONCRETE TO BE SET AT ALL PARCEL CORNERS, EXCEPT AT B.C.'S AND E.C.'S THAT ABUT A STREET WHICH ARE NOT PARCEL CORNERS MARKING SIDE LINES, UNLESS OTHERWISE NOTED, WITHIN 24 MONTHS OF MAP RECORDATION.

SNF INDICATES SEARCHED, FOUND NOTHING.

N.T.S. INDICATES NOT TO SCALE.

RECORD REFERENCES

(....) INDICATES RECORD DATA PER TRACT NO. 8675, M.M. 403/37-41, AND PARCEL MAP NO. 79-1149, P.M.B. 148/48-49, UNLESS OTHERWISE NOTED.

[....] INDICATES MEASURED AND RECORD DATA PER TRACT NO. 8675, M.M. 403/37-41, AND PARCEL MAP NO. 79-1149, P.M.B. 148/48-49.

R1 INDICATES RECORD DATA PER TRACT NO. 8675, M.M. 403/37-41.

R2 INDICATES RECORD DATA PER PARCEL MAP NO. 79-1149, P.M.B. 148/48-49.

R3 INDICATES RECORD DATA PER TRACT NO. 10236, M.M. 445/46-47.

DATUM STATEMENT

THE COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD 1983 (2007.00 EPOCH O.C.S. GPS ADJUSTMENT).

ALL DISTANCES SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A MEAN COMBINATION FACTOR OF 0.99999248.

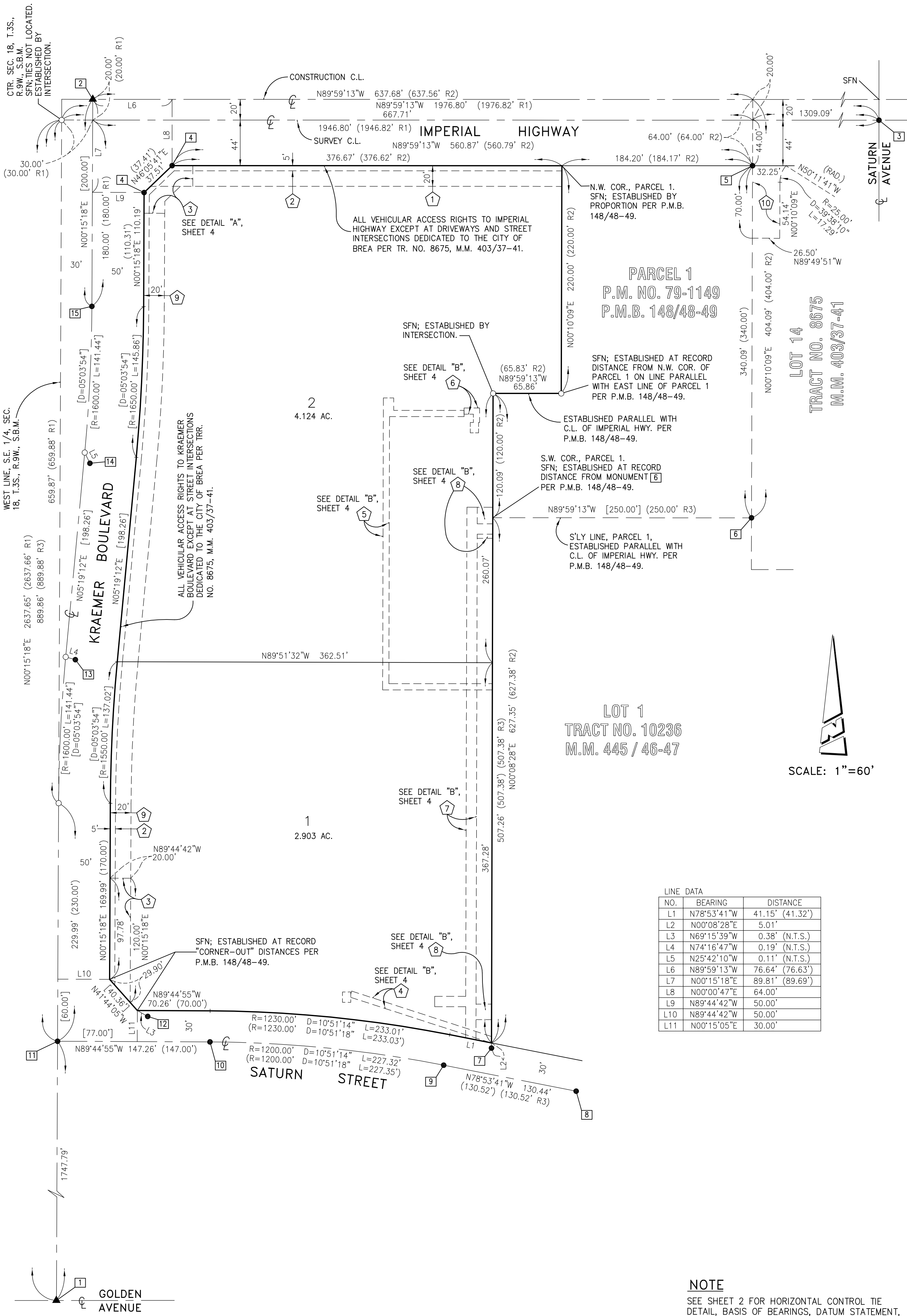
NOTE

SEE SHEET 3 FOR BOUNDARY, PARCEL LINES AND EASEMENTS.  
SEE SHEET 4 FOR EASEMENT DETAILS.

ALL OF TENTATIVE  
PARCEL MAP NO. 2015-164  
2 NUMBERED PARCELS  
AREA: 7.027 AC., GROSS  
DATE OF SURVEY: OCTOBER, 2016

PARCEL MAP NO. 2015-164

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
CA ENGINEERING, INC. JERALD E. ANHORN JR., L.S. 7159



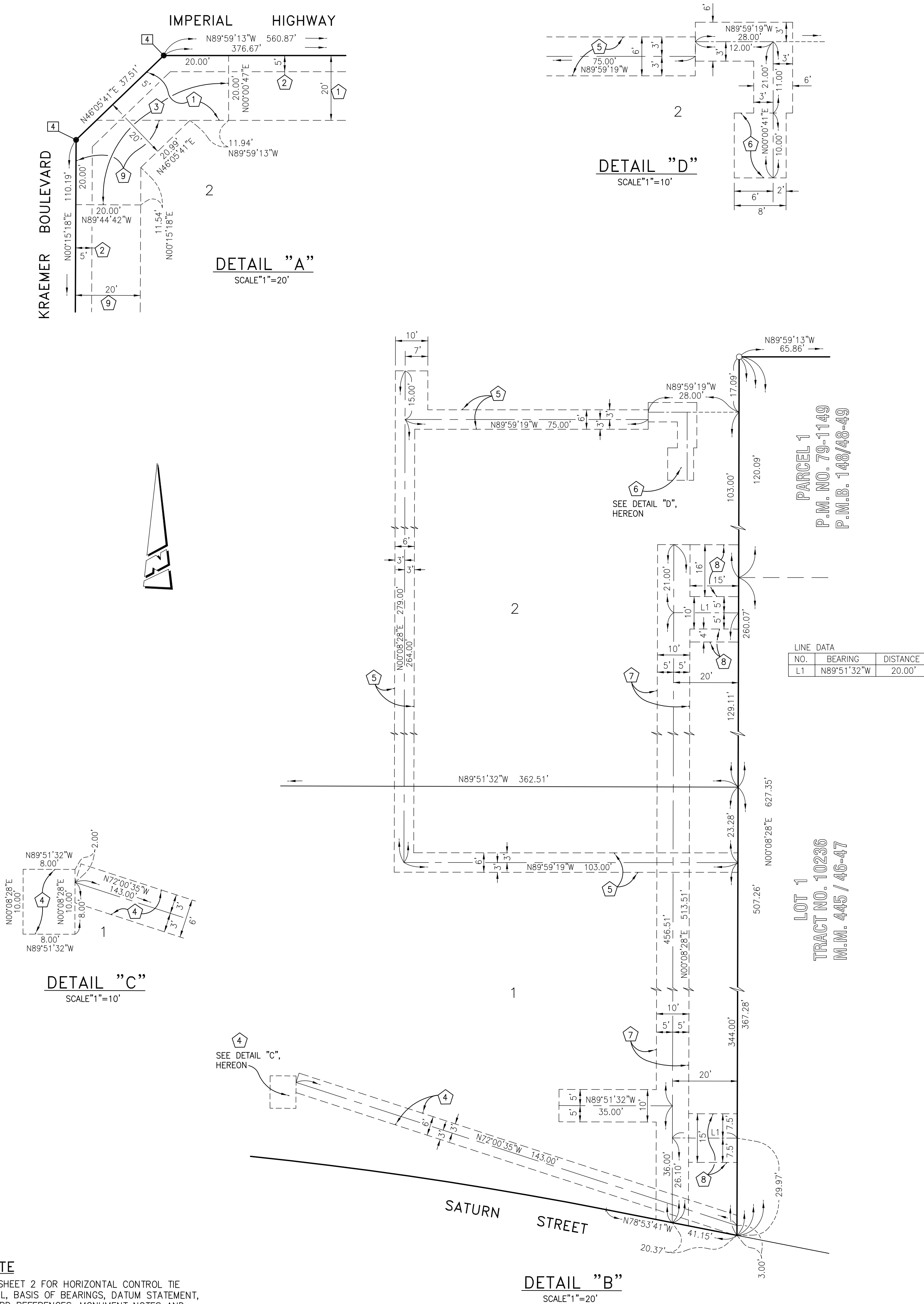
LINE DATA		
NO.	BEARING	DISTANCE
L1	N78°53'41"W	41.15' (41.32')
L2	N00°08'28"E	5.01'
L3	N69°15'39"W	0.38' (N.T.S.)
L4	N74°16'47"W	0.19' (N.T.S.)
L5	N25°42'10"W	0.11' (N.T.S.)
L6	N89°59'13"W	76.64' (76.63')
L7	N00°15'18"E	89.81' (89.69')
L8	N00°00'47"E	64.00'
L9	N89°44'42"W	50.00'
L10	N89°44'42"W	50.00'
L11	N00°15'05"E	30.00'

**NOTE**  
SEE SHEET 2 FOR HORIZONTAL CONTROL TIE  
DETAIL, BASIS OF BEARINGS, DATUM STATEMENT,  
RECORD REFERENCES, MONUMENT NOTES AND  
EASEMENT NOTES.  
SEE SHEET 4 FOR EASEMENT DETAILS.

ALL OF TENTATIVE  
PARCEL MAP NO. 2015-164  
2 NUMBERED PARCELS  
AREA: 7.027 AC., GROSS  
DATE OF SURVEY: OCTOBER, 2016

PARCEL MAP NO. 2015-164

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA  
CA ENGINEERING, INC. JERALD E. ANHORN JR., L.S. 7159



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Brea  
1 Civic Center Cl. 3<sup>rd</sup> fl.  
Brea, California 92821  
Attn: City Clerk

NO FEE REQUIRED PURSUANT TO:  
Government Code Sections 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### SUBDIVISION IMPROVEMENT AGREEMENT

#### SUBDIVISION REFERENCE DATA

FINAL PARCEL MAP NO. 2015-164 ("Final Map" herein)

BASED ON TENTATIVE MAP NO. 2015-164

NAME OR TRACT NUMBER OF  
SUBDIVISION:

PARCEL MAP 2015-164 ("Subdivision" herein)

NAME AND ADDRESS OF  
SUBDIVIDER(S):

PRES JCR Kraemer Office Investors, LLC  
19782 MacArthur Boulevard, Suite 100  
Irvine, CA 92612

PLANNING COMMISSION  
RESOLUTION OF APPROVAL NO.:

2016-14 ("Resolution of Approval" herein)

IMPROVEMENT PLANS NO.:  
(includes related specifications)

Street Improvements as shown on Grading and  
Drainage Plan for Parcel Map 2015-164  
("Improvement Plans" herein)

ESTIMATED TOTAL COSTS:

IMPROVEMENTS \$ 72,400.00

(refer to Exhibit A)

GRADING \$ 0.00

**TOTAL:** \$ 72,400.00

ESTIMATED MONUMENTATION COST:  
(to be subject to separate deposit)

\$ 5,000.00

FORM OF IMPROVEMENT SECURITY:

- ☒ Corporate surety bonds
- ☐ Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

INTERNATIONAL FIDELITY INSURANCE COMPANY

One Newark Center 20<sup>th</sup> Floor

Newark, New Jersey 07102-5207

SURETY BOND NUMBERS (if applicable):

Improvements: \_\_\_\_\_

Grading: \_\_\_\_\_

Monuments:   N/A  

EFFECTIVE DATE OF AGREEMENT:

\_\_\_\_\_  
(to be inserted by City)

COMPLETION PERIOD: All improvements of Parcel Map 2015-164 (including street improvements and utility connections) shall be completed within 365 consecutive days from the Effective Date of the Agreement.

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Signatures

Faithful Performance Bond

Payment Bond

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Brea, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

### RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements and conditions of approval contained in the Planning Commission's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the Planning Commission's Resolution of Approval and either (i) complete, in compliance with City standards, all of the improvements and land development work required by the Subdivision Laws and the Planning Commission's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the Improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, all public and private improvement work required by the City for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City.

E. The Improvement Plans for the construction, installation and completion of the Improvements, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. The Improvement Plans are incorporated herein by this reference. Any improvement to be constructed pursuant to the Improvement Plans, including public improvements and private street improvements, is hereby referred to individually as an "Improvement" and collectively as the "Improvements".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

#### 1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, all Conditions of the Tentative Map approval, all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation, as more specifically described in the Tentative Map and in the Planning Commission's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the cost of acquisition by City



of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. The Subdivider's obligations with regard to the acquisition by City of off-site rights-of-way, easements and other interests in real property, if any, shall be subject to a separate agreement between Subdivider and City.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City's Public Works Director whose decision shall be final. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall, at its sole expense, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the Improvements and shall bear all risks of loss or damage to the Improvements until the latter of the following time periods: (i) the category of Improvements is accepted by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time specified in a development agreement involving the Subdivision or other agreement or obligation imposed on the Subdivider. Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

G. Subdivider shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by City ordinance or resolution and all taxes required by law.

H. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such

commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

I. Subdivider shall pay all City fees and costs set forth in the latest fee resolution as adopted by the City Council from time to time as required for the development of the Subdivision.

J. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval, prior to the acceptance of improvements and release of bonds or other security.

## 2. SOILS TESTING AND REPORT

A. Subdivider shall employ and pay for a Soils Engineer acceptable to the City Engineer. The Soils Engineer shall perform soils and materials testing, construction control testing, and interpretation of test results, for the Improvements in accordance with the requirements set forth in Improvement Plans and as approved by City.

B. The Soils Engineer shall provide City the reports containing the results of the testing and the interpretation of the results done in connection with the Improvement Plans and this Agreement. With the last report filed, the Soils Engineer shall include a certificate that the testing and interpretation have been done properly in accordance with all applicable standards, as approved by the City, and good engineering practices. All reports and the certificates shall be mailed or delivered to City.

C. The street portion of the Improvements shall be constructed in accordance with the pavement design, and any modification thereto, that is approved by the City Engineer.

## 3. SPECIFICATIONS FOR IMPROVEMENTS

Subdivider shall construct, at Subdivider's own expense, all of the improvements identified in the Resolution of Approval, and the improvements shown on the Improvement Plans, in compliance with the drawings, plans and specifications set forth below, which drawings, plans and specifications are incorporated herein by this reference and made a part of this Agreement.

## 4. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request, in the form of a written letter, a final inspection by the City Engineer. Within ten (10) business days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be

dedicated to or owned by the City, the City Engineer's determination shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted fees and rates.

C. Acceptance of all or any specified category of public Improvements by the City Council shall be made upon recommendation of the City Engineer following inspection of said public Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed. Acceptance by the City Council or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

## 5. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the last of the Improvements, any Improvements or part of any Improvements furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year period.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements. Alternatively, a separate warranty bond acceptable to the City Attorney and City Engineer in the amount of Fifty Five Thousand dollars (\$55,000) may be provided.

## 6. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer. As used herein, "good cause" may include, without limitation, delay resulting from acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity

that the site of a particular Improvement is of archeological significance; and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

## 7. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, including Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the last of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof. The Subdivider shall automatically increase the amount of such security by an amount equal to ten percent (10%) of the deposited security every year, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of the security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, the Subdivider shall provide the additional security within thirty (30) days after receiving demand and explanation therefor.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider. The Subdivider shall automatically increase the amount of such security by an amount equal to ten percent (10%) of the deposited security every year, subject to the provision that the City Engineer may at any time determine that a greater increase in the amount of the security is necessary due to a greater increase in the cost of construction of the Improvements or any of them. In such event, the Subdivider shall provide the additional security within thirty (30) days after receiving demand and justification therefor.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California

Department of Insurance, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be submitted to the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released.

D. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements, and accordingly, shall not be fully released until after the City Engineer's determination that the Improvements are not defective following the completion of the one-year warranty period.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 6 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements (including the complete water and sewer system) within the Completion Period and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

G. Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

#### **8. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY**

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by individual property owners, private community association, or homeowners' association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City Council. All private Improvements (Improvements that are to be owned by individual property owners, private community association, or homeowners' association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within ten (10) business days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within ten (10) business days of receipt of the list of remaining work from the City Engineer, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City Engineer. Upon receipt of the cost estimates, the City Engineer shall then have ten (10) business days to review, comment, and approve, modify, or disapprove those cost estimates. The City Engineer shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits City Engineer from allowing for a partial release as he or she otherwise deems appropriate.

3. If the City Engineer approves the cost estimate, the City Engineer shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed 20 percent of the total original performance security unless the City Engineer allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City Engineer. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City Engineer receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements, and the risk of loss or damage to the improvements and the obligation to maintain the improvements shall remain the sole responsibility of the Subdivider until all required public improvements have been accepted by the City and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the Improvements until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City Engineer within ten (10) business days.

6. Within ten (10) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which Stop Notices are required to be filed pursuant to Title 3 (commencing with Section 9000)

of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all Stop Notice claimants for whom Stop Notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 8 shall not apply to any required guarantee and warranty period required by Government Code Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to provide the City with notice that it has accepted or rejected those Improvements. If at the end of that period the City has not received written notice, it shall be conclusively deemed that the Subdivider's performance of the obligation was not done to its satisfaction, and such improvement security shall be retained until such notice is received.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

## **9. INDEMNIFICATION OF CITY BY SUBDIVIDER**

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation, assembly or improper maintenance, including, without limitation, the use of defective methods, materials and workmanship (collectively, "Subdivider's Faults"), of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 9 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any

responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1.F of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "Indemnitees") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the Indemnitees.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees to the extent of the indemnity above provided.

## 10. INSURANCE

A. The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.



## B. Insurance During Construction

Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

### 1. Commercial General Liability Insurance

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and two million dollars (\$2,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

### 2. Umbrella Liability Insurance

Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than fifteen million dollars (\$15,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

### 3. Business Auto Coverage

Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than twenty million dollars (\$20,000,000) each accident.

### 4. Workers' Compensation/Employer's Liability

Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under

the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

#### 5. Builder's Risk Insurance

Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

#### C. Insurance After Construction

Upon completion of construction of the Improvements, and for the required guarantee and warranty period (unless such longer period of time is specified herein), Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

##### 1. Commercial Property Insurance

Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort be Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance shall be excused. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

##### 2. Commercial General Liability Insurance

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverages and two million dollars general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing

basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

### 3. Umbrella Liability Insurance

Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than fifteen million dollars (\$15,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

### 4. Workers Compensation Insurance

Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

### 5. Business Auto Coverage

Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars (\$1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than fifteen million dollars (\$15,000,000) each accident.

## D. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

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

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for commercial general liability (minimum limit \$1,000,000 per occurrence), automobile liability (\$1,000,000 per accident) and workers' compensation (statutory benefits). If the work is to be completed in phases, then prior to the issuance of the Certificate of Completion for each phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts

Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific Subdivision location.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

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

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than \$1 million per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage such coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

## 11. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City Council (or other specified governmental agency). The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City Council pursuant to Government Code Section 66477.2 and recorded with the County Recorder.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

## 12. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the Improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, upon any real property in the Subdivision owned by Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that, upon approval of the Final Map for the Subdivision, City will confer substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Subdivider agrees to pay all attorneys' fees and other costs and expenses of litigation incurred

by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

### 13. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

### 14. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers) to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

### 15. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:                      City Engineer  
   City of Brea  
   1 Civic Center Circle  
   Brea, California 92821

If to the Subdivider:    To the address set forth above in the Subdivision  
   Reference Data, or to such other address as may  
   subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

### 16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.



17. BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding upon, and shall have full force and effect as to, any and all successors in interest, heirs, and assigns of Subdivider.

18. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

19. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into, and made a part of, this Agreement.

20. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California. Venue for any legal action arising out of this Agreement shall be any competent court in the County of Orange, California.

21. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.


SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

"SUBDIVIDER"

PRES JCR Kraemer Office Investors LLC  
(Type or print exact name of person or business entity)

By:   
(Signature of authorized officer)

David Bonaparte  
(Type or print name of authorized officer)

Vice President  
(Title of authorized officer)

Date: \_\_\_\_\_

"CITY"

CITY OF BREA

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

(SEAL)

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Public Agency"), State of California, and **PRES JCR Kraemer Office Investors LLC, a Delaware limited liability company** ("Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public and private improvements, which said Agreement, dated \_\_\_\_\_, 20\_\_, and identified as project **Parcel Map 2015-164**, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we, the undersigned Principal, and **International Fidelity Insurance Company** ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of **Seventy-Two Thousand Four Hundred Ninety Dollars (\$72,490.00)**, this amount being not less than the total Construction Cost, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

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

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety,

on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

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

"Principal"

PRES JCR Kraemer Office Investors LLC

a Delaware limited liability company

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

Its

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

Its

"Surety"

International Fidelity Insurance Company

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

Its

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

Its

(Seal)

(Seal)

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

)

)

ss.

)

On DECEMBER 4, 2017 before me, MELANIE HAO JARVIS,  
Notary Public,

personally

appeared

DAVID BONAPANTE, who proved to me  
on the basis of satisfactory evidence to be the person(s) whose names(s) is/are sub-  
scribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the  
same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on  
the instrument the person(s), or the entity upon behalf of which the person(s) acted, ex-  
ecuted the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal

Melanie Hao Jarvis  
SIGNATURE OF NOTARY PUBLIC



on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: December 4, 2017

"Principal"

PRES JCR Kraemer Office Investors LLC

a Delaware limited liability company

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

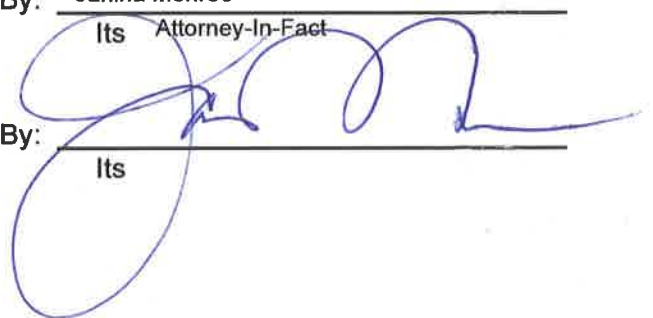
By: \_\_\_\_\_  
Its

"Surety"

International Fidelity Insurance Company

By: Janina Monroe  
Its Attorney-In-Fact

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



(Seal)

(Seal)

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



# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JANINA MONROE, PAUL BOUCHER, MICHELLE HAASE

Irvine, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



STATE OF NEW JERSEY  
County of Essex

George R. James  
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

DEC 04 2017 day of

MARIA BRANCO, Assistant Secretary



# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On DEC 04 2017 before me, Gina L Garner, Notary Public  
(Here insert name and title of the officer)

personally appeared Janina Monroe  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose  
name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that  
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~ and that by  
~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of  
which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages        Document Date       

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Recording Requested by:  
CITY CLERK, CITY OF BREA

When recorded return to:  
CITY CLERK  
CITY OF BREA  
1 Civic Center Circle  
Brea, California 92821

SEND CONFORMED COPY TO:  
SAME AS ABOVE

---

Free recording requester per (Space Above for Recorder's  
Gov't Code Section 6103 Use)

### **SITE MAINTENANCE AND RESTORATION AGREEMENT**

This SITE MAINTENANCE AND RESTORATION AGREEMENT (the "*Agreement*") is made as of this \_\_\_\_\_ day of December, 2017 (the "*Effective Date*") by and between PRES JCR KRAEMER OFFICE INVESTORS LLC, a Delaware limited liability company ("*Owner*") and the CITY OF BREA, a California municipal corporation ("*City*"). The Owner and the City are sometimes referred to herein individually as a "*Party*" and collectively as the "*Parties*".

### **RECITALS:**

**A.** Owner is the owner of that certain real property identified as Parcel 2 of Parcel Map 79-1149 (Assessor's Parcel Nos. 331-631-32) and the common street addresses of 500 South Kraemer Boulevard and 2601 East Saturn Street, City of Brea, County of Orange, Stat of California, as more particularly described and depicted on Exhibit A (collectively, the "*Property*").

**B.** Owner is in the process of subdividing the Property pursuant to Tentative Parcel Map 2015-164 (the "*Map*") which Map was conditionally approved by the City of Brea Planning Commission on September 27, 2016 by Resolution PC 2016-14 with an associated commercial use.

**C.** City is the owner of certain nonexclusive easements over the Property for various purposes including, but not limited to, a 20 feet wide easement for sanitary sewer purposes, a 10 feet wide easement for water lines and varied width easement for water services, together with related appurtenances (collectively, the "*City Facilities*"), all as de-

scribed and depicted in Exhibit B attached hereto (collectively, "City Easement Areas").

**D.** The City Facilities are located within and under portions of the Property that have been improved with landscaping, asphalt, hardscape, and certain other improvements (collectively, the "Owner's Improvements"), which could interfere with the City's ability to maintain the City Facilities.

**E.** The Owner and the City desire to set forth their respective rights and obligations to the presence of the City Facilities in the Property, in this Agreement.

#### A G R E E M E N T:

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

**1. Location and Description of the City Facilities:**

Owner acknowledges and agrees that the City Facilities and City Easement Areas are located, comprised and described as follows:

One twenty feet wide sanitary sewer easement for an eight inch sewer main and manholes along northerly property line of Parcel 2 of Parcel Map 79-1149.

One ten feet wide water easement for an eight inch water main and appurtenances along the easterly property line of Parcel 2 or Parcel Map 79-1149.

Varied width water easement for water services and meter vaults as shown and dedicated on Parcel Map 2015-164.

The specific locations and configurations of the City Facilities are identified as items 1, 7 and 8 respectively of the Easement Notes and more fully depicted on Parcel Map No. 2015-164 attached hereto as Exhibit B.

**2. City's Right of Entry.**

Owner hereby grants to City the perpetual right to enter and use the Property as reasonably necessary, and at no cost to City, in order to maintain, repair and replace any of the City Facilities, and to exercise and enforce any other express or implied rights granted to the City by this Agreement.

### **3. Maintenance and Repair of Owner's Improvements; Prohibited Improvements.**

**3.1** The Owner shall be solely responsible for repairing, restoring, reconstructing, and maintaining the Owner's Improvements in good, safe and undamaged condition, and in compliance with all applicable ordinances and codes. The City hereby grants to the Owner the non-exclusive right to enter upon the City Easement Areas from time to time for the purposes of inspecting, maintaining, repairing, and replacing, in their original locations, the Owner's Improvements, in accordance with this Agreement; provided, however, that unless the City's written approval is first obtained, the Owner shall not: (a) enter any of the City Easement Areas while maintenance, repair, or replacement of any of the City Facilities is occurring; or (b) dig, trench, grade, or construct, install or place any unauthorized improvements within or upon any of the City Easement Areas. "*Unauthorized Improvements*" consist of the following: trees, structures including, but not limited to, any block wall, planter, retaining wall, footing, column, or similar type permanent structures installed below grade. Unauthorized improvements do not include landscaping without trees, irrigation, and/or driveway or parking lot asphalt.

**3.2** Notwithstanding the foregoing, "Unauthorized Improvements" do not include those existing mature trees, private light standards and masonry wall, provided, however, Owner shall be responsible for all costs incurred by the City in repairing and/or replacing any portion of said storm drain that may be damaged by such trees.

**3.3** All maintenance and repair of the Owner's Improvements shall be conducted so as to avoid any interference with the City's use of the City Easement Areas.

### **4. Insurance and Indemnity.**

**4.1 Insurance.** Within ten (10) business days of the Effective Date the Owner shall provide the City with proof of having obtained commercial general and automobile (any auto) liability insurance in a form acceptable to the City, naming the City, its elected officials, officers, employees and contractors as additional insureds ("*City's Additional Insureds*"), waiving the right of subrogation against all of the City's Additional Insureds, and protecting the Owner and the City's Additional Insureds against all claims and liabilities arising out of Owner's operations within any of the City Easement Areas.

**4.2 Indemnity.** To the maximum extent permitted by law, Owner shall defend, indemnify and hold the City's Additional Insureds free and harmless with respect to any and all claims, liabilities and legal actions arising out of the acts of omissions of Owner and/or any of Owner's officers, employees, agents, or contractors in the performance of rights granted, or obligations imposed by this Agreement including, but not limited to, acts or omissions related to maintenance, repair, use or replacement of any of the Owner's Improvements.

**5. Liens and Stop Notices.** The Owner shall keep the City Easement Areas free of any materialman and mechanics liens, shall promptly remove or cause the release of any such liens and/or stop notices placed thereon due to any actions of the Owner or any person or entity acting on Owner's behalf, and shall indemnify, defend and hold the City harmless with respect to any and all liability, loss and/or expenses associated with any such liens or stop notices.

**6. Maintenance and Repair of the City Facilities.**

**6.1** The Owner acknowledges and understands that the City's maintenance and repair of the City Facilities will likely result in damage to or destruction of some or all of the Owner's Improvements. In consideration of being permitted to construct the Owner's Improvements, and/or allowing Owner's Improvements to remain within the City Easement Areas, the Owner expressly assumes all risks and waives and releases, and agrees to defend, indemnify and hold the City and its officials, officers, employees, contractors and agents, free and harmless with respect to any and all claims, liabilities, losses, and/or causes of action asserted under any theory of recovery, arising out of or related to any damage to or destruction of the Owner's Improvements occurring as a result of the City's maintenance, replacement and/or repair of any of the City Facilities, except to the extent caused by the City's or the City's contractor's intentional misconduct or gross negligence.

**6.2** Except where the public health and safety require immediate action by the City, as determined by the City's Director of Public Works, the City shall provide the Owner with at least thirty (30) days' advance written notice of the City's intent to perform any maintenance, repair or replacement of the City Facilities that will require disturbing the soil in any of the City Easement Areas. After the foregoing notice has been provided to the Owner, the City may remove any remaining Owner's Improvements as deemed by the City Engineer to be

necessary in order to access, repair and/or replace the City Facilities. After completion of such work, and unless otherwise agreed upon in writing, the City shall backfill any trenches and holes and cover any previously paved areas with temporary asphalt or other paving material deemed suitable to the City. The City shall have no obligation to remove the paving material. In the event of any damage to the Owner's Improvements, other than damage caused by the City or the City's contractors intentional misconduct or gross negligence, the City shall have no responsibility for such damage or to repair or replace any of the Owner's Improvements as provided herein, and the Owner, at its cost and expense, shall be solely responsible for repairing or replacing the Owner's Improvements.

**7. Compliance with Laws.** The Owner and City shall at all times comply with all applicable laws, ordinances, rules, codes, regulations, and permit requirements pertaining to the use of the City Easement Areas and maintenance and repair of the City Facilities.

**8. Waiver.** The failure of either of the Parties or their successors to enforce any of the terms and provisions set forth herein shall not constitute a waiver of the right to enforce the same thereafter.

**9. Construction.** The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Whenever the context hereof may so require, the singular shall include the plural and the masculine shall include the feminine and neuter.

**10. Notices.** All notices required by this Agreement shall be given in writing and shall be delivered personally, by first class mail, with postage pre-paid, or by a reputable overnight delivery service. Notices shall be considered given on the earlier of (a) receipt, if personally delivered or express mailed to the addressee, or to a partner, member or an officer of the addressee if the addressee is a partnership, limited liability company or corporation, or (b) forty-eight (48) hours following deposit in the United States mail. Notices shall be given at the following addresses:

If to City: Steve Kooyman, P.E.  
City Engineer  
1 Civic Center Circle  
Brea, California 92821

If to Owner: PRES JCR Kraemer Office Investors LLC  
19782 MacArthur Boulevard, Suite 100  
Irvine, California 92612

**11. Incorporation of Exhibits.** Exhibit A and Exhibit B to this Agreement are incorporated herein by reference as if fully set forth herein.

**12. Binding on Successors; Terms Incorporated in Declaration.** The provisions of this Agreement shall run with the land and are established in accordance with Section 1468 of the California Civil Code, as same may be amended from time to time, for the benefit of and to be binding upon each of the owners of the Property and the City Easement Areas, including, without limitation, the Owner and the City, and the successors, assignees and grantees of all or any portion of the Property or interests therein affected hereby.

**13. Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Owner and the City, and their successors, and may not be enforced by any third party.

**14. Recordation of Agreement.** Either Party may cause this Agreement or a memorandum thereof to be recorded in the Office of the County Recorder of Orange County, California.

**15. Attorneys Fees.** The prevailing party in any legal action brought for breach or enforce any provisions of this Agreement shall be entitled to recover its reasonable attorneys' fees and all costs of litigation.

**16. Governing Law and Venue.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California without regards for its conflicts of laws principles. Venue for any legal action arising out of this Agreement shall be the Superior Court of the County of Orange, California.

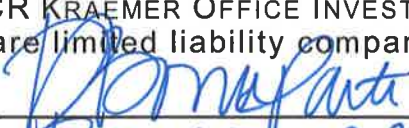
**17. Counterpart Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties have made and executed this Agreement as of the Effective Date.

**Owner:**

PRES JCR KRAEMER OFFICE INVESTORS LLC,  
a Delaware limited liability company

By:   
Name: DAVID ABINADAPRE  
Its: VIC. PRESIDENT

**City:**

CITY OF BREA,  
a California municipal corporation

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ORANGE

)

)

ss.

)

On December 4, 2017 before me, MELANIE HAO JARVIS,  
Notary Public,

personally

appeared

DAVID GONLAPANE, who proved to me  
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are sub-  
scribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on  
the instrument the person(s), or the entity upon behalf of which the person(s) acted, ex-  
ecuted the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal

Melanie Hao Jarvis  
SIGNATURE OF NOTARY PUBLIC



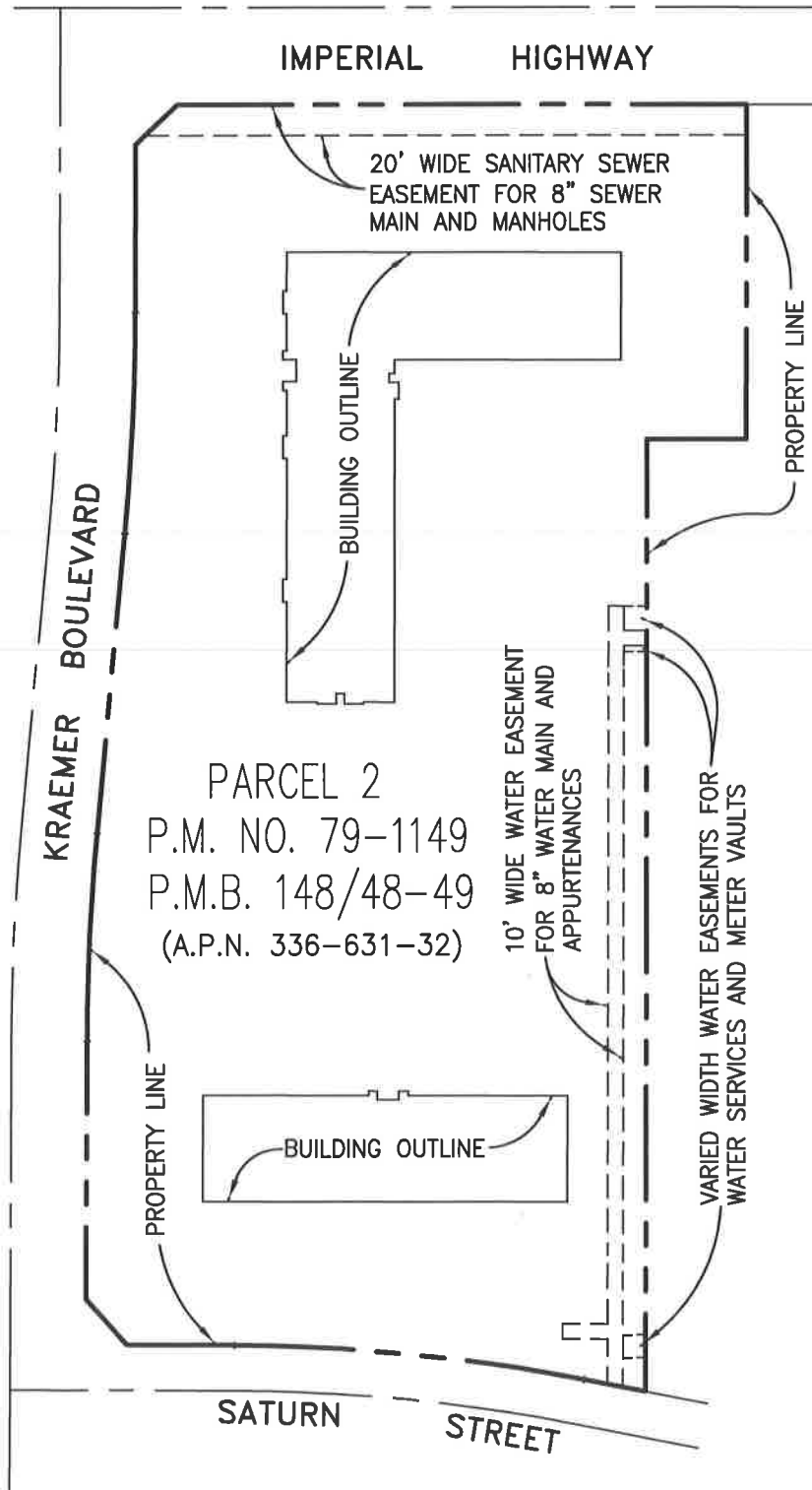
# EXHIBIT "A"

LEGAL DESCRIPTION  
(A.P.N. 336-631-32)

PARCEL 2 OF PARCEL MAP NO. 79-1149, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 148, PAGES 48 AND 49 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

# EXHIBIT "B"

LOCATION OF EASEMENTS FOR CITY FACILITIES  
IN THE CITY OF BREA  
COUNTY OF ORANGE, STATE OF CALIFORNIA



SCALE: 1"=120'

City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/19/2017

**SUBJECT:** Professional Services Agreement with Trinity Sound Company to provide Curtis Theatre Building Audio Monitor and PA System Upgrade.

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**RECOMMENDATION**

Award professional services agreement to Trinity Sound Company to provide Curtis Theatre Building Audio Monitor and PA System Upgrade in the amount of \$79,568.91, as well as needed repairs and maintenance services (only if needed) to a maximum of \$25,000 per year for up to five years.

**BACKGROUND/DISCUSSION**

In May 2017, City Council approved a decision package to move forward with replacing original and outdated building audio monitor and PA equipment to help increase efficiencies within the facility, as well as provide for a method to quickly respond in the case of emergencies which is currently lacking. Staff has received quotes from two contractors for this project and is now seeking the support of City Council to award the contract to Trinity Sound Company.

Drawing more than 50,000 visitors annually, the Curtis Theatre is responsible for a number of programs contributing to the City's prestigious reputation for Cultural Arts. The Theatre presents and produces an annual season of live performances, cultivating collaborative partnerships with local theatrical production companies, and negotiating to bring notable guest performers to the 199-seat venue. While these performances have a regional draw, they also offer Brea residents - be it a parents night out, seniors on a fixed income, or young people - a cultural arts experience. Additionally, Theatre staff oversees a large-scale youth theatre program serving an average of 475 children playing to sold-out houses, while also providing volunteer opportunities for their parents. The Theatre also derives revenue from its Facility Rental Program, offering performance and meeting space for area schools, performing arts companies, businesses and faith-based organizations. Outside the facility, Theatre staff administers the annual Concerts in the Park Program and contributes to a number of City events.

The building audio monitor and PA system is used to get the sound of whatever is on stage to Dressing Rooms A and B, the Green Room and Theatre office. In 2014, one of the amplifiers providing a stage feed to the dressing room malfunctioned, which can happen if used for an extended period of time. As a result, it is unavailable for rentals and programs like Brea's Youth Theatre. Currently, there is no comprehensive means of communication to all backstage areas - even in the event of an emergency. Furthermore, rental clients expect that there is an efficient call system to communicate among the various parts of the Theatre, something that is a standard feature in many civic-run or school performing spaces. The cost of a building audio monitor and

PA system includes the following features: paging, recorded music/announcement playback capabilities, stage monitoring and chiming. These features are interchangeable and customizable to 12 zones within the facility: Dressing rooms A/B/C, Scene Shop, backstage restrooms, Green Room, office, lobby, lobby restrooms, lobby exterior, spot booth, tech booth, and Backstage SM Station.

Several vendors were contacted to provide a quote for this project; however, staff only received reasonable responses from the following vendors:

<b>Vendor:</b>	<b>Quoted Amount:</b>
Trinity Sound Company	\$79,568.91
Apex Audio	\$100,186.81

In addition to being the lowest bidder, Trinity Sound Company has also had previous experience working with the City of Brea on live events (Brea Fest, Concerts in the Park and Centennial Parade), installing audio equipment at both the Brea Senior Center and the Brea Community Center, and maintaining a positive professional relationship with the Curtis Theatre while providing support on various performances, meetings community programs and rentals.

The contract also includes additional as needed repairs and maintenance services for one year and an option for four one-year extensions to a maximum of \$25,000 per year for any emergency repairs, if needed.

**COMMISSION/COMMITTEE RECOMMENDATION**

This item has been approved by Finance Committee on December 12, 2017.

**FISCAL IMPACT/SUMMARY**

This project is funded with Fixed Asset Replacement Program (FARP) funds of \$79,568.91.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Carrie Hernandez, Cultural Arts & Human Services Manager

Concurrence: Chris Emeterio, Assistant City Manager/Community Services Director

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**Attachments**

Agreement

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF BREA  
AND  
TRINITY SOUND COMPANY**

This Agreement ("Agreement" or "Contract") is made and entered into this   21<sup>st</sup>   day of Sept, 2017 ("Effective Date"), between the City of Brea, a municipal corporation (hereinafter referred to as "CITY") and Trinity Sound Company (hereinafter referred to as "CONTRACTOR").

**I. Recitals**

- A. CITY has solicited a request for proposal to upgrade the Curtis Theatre sound and monitoring equipment described in Exhibit A Scope of Services ("Services") from CONTRACTOR;
- B. CONTRACTOR has submitted a proposal in response thereto and represents CONTRACTOR is qualified and willing to perform such services;
- C. CITY has reviewed and evaluated the CONTRACTOR's proposal, representations, qualifications, pricing, and promises to perform;
- D. CITY desires to retain CONTRACTOR to provide the Exhibit A Services per Exhibit B Term and Compensation ("the Term" and "the Price").

**II. Agreement**

NOW, THEREFORE, it is agreed by and between CITY and CONTRACTOR as follows:

- A. CONTRACTOR agrees to provide the Services for the Term and the Price.
- B. CONTRACTOR agrees as follows:
  - 1. Upon receiving a written notice to proceed from CITY, CONTRACTOR shall commence performance in accordance with the required Services, all Federal, State, and CITY statutes, regulations, ordinances, and all applicable industry standards and guidelines, all to the reasonable satisfaction of CITY.



2. CONTRACTOR shall supply copies of all required reports, writings, photographs and/or documents (hereinafter collectively referred to as "documents") including any supplemental documents to CITY, necessary for CONTRACTOR to perform the Services, or as otherwise specifically required hereunder. CONTRACTOR shall furnish copies of said documents in such quantities as required by CITY. Thereafter, CITY may review and forward comments regarding said documents to CONTRACTOR for revisions. Thereafter, CONTRACTOR shall make such revisions to said documents and provide revised documents to CITY in such form and quantities determined necessary by CITY.
3. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.
4. CONTRACTOR, while fulfilling the terms of this Agreement shall provide exceptional customer care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either CITY or CONTRACTOR, for the investigation and response to complaints.

C. CITY agrees to pay CONTRACTOR:

1. For required Services performed by CONTRACTOR at Exhibit B Compensation prices. Payment shall cover cost of all staff time and all other direct and indirect costs and fees, including work of employees, CONTRACTOR and subcontractors to CONTRACTOR.
2. Within a reasonable time after receipt of monthly invoices submitted by CONTRACTOR for charges in accordance with Exhibit B Compensation prices.

D. CITY agrees to provide to CONTRACTOR:

1. Information and assistance needed to enable CONTRACTOR to perform Services. Any and all such information and data so provided shall be forever maintained as confidential by CONTRACTOR to the maximum extent permitted by law.
2. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. CONTRACTOR shall make all initial contact with respect to gathering of such information.

E. Ownership of Documents:

1. All documents prepared by CONTRACTOR pursuant to this Agreement shall be considered works made for hire and, together with all intellectual property rights arising therefrom, shall be deemed to be the property of CITY. CONTRACTOR hereby assigns to CITY any and all intellectual property rights to such documents not otherwise conveyed by this subsection.
2. CONTRACTOR shall not make and retain for its own use, copies of any documents prepared pursuant to this Agreement, without CITY's prior written consent.

F. Termination:

1. CITY may terminate this Agreement upon giving a written "Notice of Termination" to CONTRACTOR at least thirty (30) days prior to the date of termination specified in said notice. In the event this Agreement is so terminated, CONTRACTOR shall be compensated on a pro-rata basis with respect to the percentage of the Services completed and the corresponding Price as of the date of termination.
2. CONTRACTOR shall provide to CITY any and all documents and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination.
3. CONTRACTOR may not terminate this Agreement except for cause.
4. Termination or expiration of this Agreement does not release CONTRACTOR from any and all claims, damages or other liability incurred prior to termination or expiration.

G. Indemnity:

1. CONTRACTOR and CITY agree that CITY, its elected officials, officers, employees, agents and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in 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 CITY.
2. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold CITY, its elected officials, officers, employees,

agents and volunteers free and harmless from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees and experts costs incurred by CITY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in, arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in CONTRACTOR's performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

3. Any tort claims filed against CITY related to CONTRACTOR's performance of this Agreement and subsequently tendered to CONTRACTOR shall be promptly investigated, and the resolution of such claims shall be promptly reported to CITY.
4. The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY, its employees, agents, and officials.
5. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. Notwithstanding the foregoing, CONTRACTOR agrees to be fully and primarily responsible for all claims and liabilities arising out of the acts or omissions of any of its contractors and sub-tier contractors in the performance of this Agreement.

6. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

H. Insurance:

1. Throughout the term of this Agreement, CONTRACTOR agrees to provide and maintain insurance as set forth in Exhibit C Insurance Requirements attached hereto and incorporated herein by reference.

I. Assignment:

1. No assignment of all or any part of this Agreement, and no subcontract to perform any obligation hereunder, shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.

J. Independent Contractor:

1. The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

K. Governing Law:

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any litigation arising out of this Agreement shall be the Superior Court of the County of Orange.

L. Attorneys' Fees:

1. In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

M. Notices and Designated Representatives:

1. Any and all notices, demands, invoices, and written communications (notices) between Parties shall be addressed to the individuals set forth below who are primarily responsible for their respective parties' performance. Such notices shall be deemed as received by addressee within two working days after deposit in the United States mail or an express mail carrier or by verifiable electronic means.

CONTRACTOR

Trinity Sound Company  
1240 E Ontario Av, Ste 102-190  
Corona CA 92881  
Devin Devore, Owner  
909-923-6640  
devin@trintysoundcompany.com

CITY

City of Brea  
The Curtis Theatre  
1 Civic Center Circle  
Brea CA 92821  
Tiina Mittler, Theatre Managing Director  
714-944-1118  
TiinaW@CityofBrea.net

N. Entire Agreement:

1. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other Agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONTRACTOR

Contractor Name: Trinity Sound Company

Corporation Type: a California Corporation

Printed Name: Devin Devore

Title: Owner

Signature: 

Date: Sept 21<sup>st</sup> 2017

CITY

City of Brea

Corporation Type: a California Muncipal Corporation

Printed Name: Cecilia Hupp

Title: Mayor

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

Date: \_\_\_\_\_

ATTEST

Printed Name: Lillian Harris-Neal

Title: City Clerk

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

Date: \_\_\_\_\_

Attachments (incorporated documents):

Exhibit A – Scope of Services

Exhibit B – Term and Compensation

Exhibit C – Insurance Requirements

## **EXHIBIT A SCOPE OF SERVICES**

### **I. Services Summary**

- A. CONTRACTOR shall provide upgrades to the Curtis Theatre sound and monitoring equipment for CITY's Curtis Theatre.
- B. CONTRACTOR shall provide additional as-needed repair and maintenance services.

### **II. Services Locations**

- A. The Curtis Theatre, 1 Civic Center Circle, Brea CA 92821.
- B. Locations may vary for additional as-needed repair and maintenance services.

### **III. Services Schedule**

- A. CONTRACTOR shall provide the Services based on a to-be-determined agreed-upon schedule.
- B. CONTRACTOR shall be available on an on-call basis for additional as-needed repair and maintenance services as follows:
  - 1. Routine work is when there is NO significant interruption in operation. CONTRACTOR must be at work site at agreed-upon time. Regular Time rates applies.
  - 2. Urgent work is when there is a partial malfunction causing any significant interruption. CONTRACTOR must be at work site at agreed-upon time within 8 working hours of notification, 24/7/365. Overtime Rates of up to 1.5 times the Regular rate may apply.
  - 3. Emergency work is when there is a complete malfunction causing a complete interruption. CONTRACTOR must be at work site at

agreed-upon time within 2 hours of notification, 24/7/365. Doubletime Rates of up to 2.0 times the Regular rate may apply.

4. Premium Time (Overtime, Double-time) work is when CITY requires work that is outside of CITY's normal operational hours. Any work that CITY permits for CONTRACTOR's convenience outside of CITY's normal operational hours is not subject to any Premium Time rates. Premium Time rates are based on CONTRACTOR'S Regular rates multiplied by the appropriate factor.
5. CONTRACTOR shall notify City Representative immediately of issues that prevent responding by the above required times.

#### **IV. General Requirements**

- A. CONTRACTOR shall at all times comply with all applicable federal, state and local laws, regulations, statutes, orders and policies throughout the term of this Agreement.
- B. CONTRACTOR shall perform the Services according to all applicable industry standards and guidelines.
- C. CONTRACTOR shall not disclose any information in any form to any party other than CITY, unless CITY authorizes.

#### **V. Scope of Services – Minimum Requirements**

- A. CONTRACTOR shall provide fully-trained employees that are deemed acceptable by CITY perform the Services.
- B. CITY will refuse to permit any employee of CONTRACTOR considered by CITY in its sole discretion to be unacceptable to perform Services.
- C. CONTRACTOR shall provide everything necessary to perform Services including but not limited to all services, management, supervision, labor, handling, analysis, reports, supplies, equipment, transportation, insurances,

and related items and services at the all-inclusive lump sum stated in Exhibit B Compensation.

- D. CONTRACTOR shall provide Installation, connectivity, integration, and programming of all of the equipment listed in Exhibit 1: Estimate 0916-8170 and Exhibit 2: Estimate 0917-8306.
- E. CONTRACTOR shall provide additional as-needed repair and maintenance services upon City's request based on the Services Schedule subsection and Exhibit B Compensation subsection.

End of Exhibit A

**EXHIBIT B**  
**TERM AND COMPENSATION**

**I. Term**

- A. The term of the agreement will be until project has been completed based on the Services Schedule stated in Exhibit A and for the additional as needed repair and maintenance services for a one-year base period with up to four optional one-year extensions based on available budget appropriations for a maximum term of five years.
- B. For each of the one-year extension terms, City and Contractor must agree mutually to extend the term prior to the expiration date of the current term. There are not automatic extensions. City Manager, on behalf of the City, may authorize any mutually-agreed upon extensions.

**II. Compensation**

**A. Services**

- 1. The compensation shall be at the maximum lump sum amount of \$79,568.91 for the Services, which is the aggregate of Exhibit 1: Estimate 0916-8170 for \$49,727.53 and Exhibit 2: Estimate 0917-8306 for \$29,841.38.

**B. Additional As Needed Repair and Maintenance Services**

- 1. The compensation shall be at the maximum rate of \$95.00 per hour for Routine Service Time, which is subject to Urgent and Emergency Premium rates and a 12% markup over costs for materials for additional as needed repair and maintenance services.
- 2. Pricing for materials, equipment, services, G & A, overhead, and profit (Pricing Components) shall remain fixed for the one-year base period of the contract.

3. Pricing for each of the one-year extension terms shall be negotiated prior to the expiration date of the then current term based on Pricing Components and the the most recent available month for the applicable Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) in effect for Orange County, CA.
4. The maximum sum payable is \$25,000.00 per year and the maximum aggregate amount is \$125,000.00 for the maximum term of five years.

End of Exhibit B

## **EXHIBIT C INSURANCE REQUIREMENTS**

### **I. Existing Coverage**

- A. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

### **II. Coverage Requirements**

- A. The following coverages will be provided by CONTRACTOR and maintained on behalf of CITY and in accordance with the requirements set forth herein:
1. Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88 or similar. Total limits shall be not less than two million dollars (\$2,000,000) per occurrence for all coverage and two million dollars (\$2,000,000) general aggregate.
  2. CITY and its officers, agents and employees shall be named as additional insureds using ISO additional insured endorsement form CG 20 10 11 85 or similar (in no event will CITY accept an endorsement form with an edition date later than 1990).
  3. General and Auto Liability Insurance Coverage shall be provided on a "per occurrence" basis and shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to CITY or any employee or agent of CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall



include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy.

4. Coverage shall be in the following form as to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.
5. Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 or similar including symbol 1 (Any Auto). Limits shall be no less than one million dollars (\$1,000,000) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.
6. Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars (\$1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the CITY, its officers, agents or employees.

B. Additional insurance requirements:

1. This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
2. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The

insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

3. 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 each insurance coverage.
4. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers, or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against CITY.
7. Unless otherwise approved by CITY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A VII."

8. In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, CITY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.
9. CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to CITY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85 or similar. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regarding to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to CITY upon request.
10. CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverage.
11. Any actual or alleged failure on the part of CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of CITY or any additional insured, in this or any other regard.

12. CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of CITY, will reserve the right to charge back to CITY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of CITY will be submitted to CITY for review. Failure of CITY to request copies of such agreement will not impose any liability on CITY, its officers, agents, or employees.
13. If CONTRACTOR is a Limited Liability Company (LLC), general liability coverage must be amended so that the LLC and its managers, affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.
14. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR that includes CITY as a defendant. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

End of Exhibit C



**TSC | Trinity Sound Company ®**  
1240 E. Ontario Ave. Suite 102-190  
Corona, CA 92881 US  
(909) 923-6640  
devin@trinitysoundcompany.com  
www.TrinitySoundCompany.com

# EXHIBIT 1

**ADDRESS**

City of Brea  
City of Brea  
#1 Civic Center Circle  
Brea, CA 92821

**SHIP TO**

City of Brea  
City of Brea  
#1 Civic Center Circle  
Brea, CA 92821

**ESTIMATE 0916-8170**

DATE 09/01/2017

ACTIVITY	DATE	QTY	RATE	AMOUNT
Brea Civic Center Theatre	09/01/2017			
<b>Yamaha QL5</b> Yamaha QL5 - 32 faders + 2 Master faders. 32 onboard Mic/Line analog inputs, 16 analog outputs. 64 mono + 8 stereo mixable channels	09/01/2017	1	12,934.88	12,934.88T
<b>Yamaha RIO3224-D</b> Yamaha RIO3224-D - 32 mic/line inputs, 16 analog outputs, 4 Stereo AES/EBU outputs, 44.1/48/88.2/96kHz Dante" digital network remote I/O unit. Rotary dial and dip switches for easy Rio ID set up. Remote controllable HA, +48V Phantom Power, HPF, 2 EtherCon® connectors. 5U Rackspaces. Dante" Virtual Soundcard license included	09/01/2017	1	6,841.70	6,841.70T
<b>Yamaha RIO1608-D</b> Yamaha RIO 1608-D - 16 mic/line inputs, 8 analog outputs, 44.1/48/88.2/96kHz Dante" digital network remote4,799.00N/A3,359.302091I/O unit. Rotary dial and dip switches for easy Rio ID set up. Remote controllable HA,+48V Phantom Power, HPF, 2 EtherCon® connectors. 3U Rackspaces. Dante" VirtualSoundcard license included	09/01/2017	1	3,863.20	3,863.20T
<b>Nexo PS10U-TD-V3</b> Nexo PS10U-TD-V3 - Precision analog system controller for PS10-R2/LS600-SUB systems. Servo controlled VCEQ's provides precise dynamic control without spectral imbalance. 2 inputs, 3 outputs (PS10 L, R, LS600-SUB)	09/01/2017	1	718.20	718.20T
<b>QSC PLD4.5</b> QSC PLD4.5 - 8000W Amplifier using FAST channel combining technology. 4 channels, 1200 watts/ch at 8, 2000 watts/ch at 4, 1600 watts/ch at 2.	09/01/2017	1	1,760.00	1,760.00T

ACTIVITY	DATE	QTY	RATE	AMOUNT
<b>Nexo PS15U-R2</b> Nexo PS15U-R2 - High power 2-way, full range loudspeaker system with a multi-use cabinet adaptable for PA, stage monitoring, or fill applications with a 3" HF, a 2" throat, and a 15" LF driver. Operational from 50Hz to 18kHz +-3dB, peak SPL 136dB. Rotatable horn with a dispersion of 50 to 100 H x 55 V. Recommended use only with PS15U-TD-V3 TDController or appropriate NXAMP. Passive or active operation. Black painted finish	09/01/2017	2	2,173.50	4,347.00T
<b>JBL VRX918S</b> JBL VRX918S - 18" compact, flying subwoofer; 2268H Differential Drive® LF; integral flying hardware compatible with VRX932LA-1 and accessories; handles and pole mount deleted. White DuraFlex™ finish.	09/01/2017	2	1,158.59	2,317.18T
<b>Cable</b> Cable - Speaker, patching, CAT6	09/01/2017	1	575.00	575.00T
<b>System Design</b> System Design	09/01/2017	1	750.00	750.00
<b>Rigging</b> Rigging supplies	09/01/2017	1	750.00	750.00T
<b>Install</b> Install	09/01/2017	1	3,000.00	3,000.00
				Subtotal: 37,857.16
<b>Monitor system</b>	09/01/2017			
<b>Nexo PS10U-TD-V3</b> Nexo PS10U-TD-V3 - Precision analog system controller for PS10-R2/LS600-SUB systems. Servo controlled VCEQ's provides precise dynamic control without spectral imbalance. 2 inputs, 3 outputs (PS10 L, R, LS600-SUB)	09/01/2017	2	724.50	1,449.00T
<b>QSC PLD4.5</b> QSC PLD4.5 - 8000W Amplifier using FAST channel combining technology. 4 channels, 1200 watts/ch at 8, 2000 watts/ch at 4, 1600 watts/ch at 2.	09/01/2017	1	1,760.00	1,760.00T
<b>Nexo PS10U-R2</b> Nexo PS10U-R2 - 10" compact 2-way, full range loudspeaker system with a multi-use cabinet adaptable for PA, stage monitoring or fill applications. Recommended use only with PS10U-TD-V3 or NX242-ES4 TDController or appropriate NXAMP. Black painted finish	09/01/2017	4	1,338.60	5,354.40T
				Subtotal: 8,563.40
Client to provide cable runs and speaker rigging. TSC to terminate all connections, tune, and calibrate system	09/01/2017			

SUBTOTAL	46,420.56
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TAX (7.75%)	3,306.97
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TOTAL	<b>\$49,727.53</b>
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Accepted By

Accepted Date



**TSC | Trinity Sound Company ®**  
1240 E. Ontario Ave. Suite 102-190  
Corona, CA 92881 US  
(909) 923-6640  
devin@trinitysoundcompany.com  
www.TrinitySoundCompany.com

## EXHIBIT 2

### ADDRESS

City of Brea - Community Services  
#1 Civic Center Circle  
Brea, CA 92821

### SHIP TO

City of Brea  
City of Brea  
#1 Civic Center Circle  
Brea, CA 92821

**ESTIMATE 0917-8306**

**DATE 09/01/2017**

ACTIVITY	DATE	QTY	RATE	AMOUNT
City of Brea - Theater Sound and Communications System	09/01/2017			
Distributed system - 8 input, 8 outputs, 12 production zones				
<b>Middle Atlantic ERK-1820LRD</b> Middle Atlantic ERK-1820LRD - 18 SPACE (31 1/2), 19 1/2 DEEP STAND ALONE RACK WITHOUT REAR DOOR, BLACK FINISH	09/01/2017	1	449.49	449.49T
<b>Middle Atlantic LVFD-18</b> Middle Atlantic LVFD-18 - VENTED FRONT DOOR, 64% OPEN AREA, FITS 18 SPACE DWR AND ERK SERIES RACKS, BLACK FINISH	09/01/2017	1	274.50	274.50T
<b>Middle Atlantic EVTA-1</b> Middle Atlantic EVTA-1 - 1 SPACE (1 3/4") VENT, VERTICAL SLOTS, BLACK BRUSHED FINISH	09/01/2017	8	24.78	198.24T
<b>Furman P-1800</b> Furman P-1800 - Furman P-1800 AR Voltage Regulator / Power Conditioner	09/01/2017	1	683.65	683.65T
<b>QSC CORE 110f</b> QSC CORE 110f - Unified Series Core with 24 local I/O channels, 128x128 network I/O channels, dual LAN ports, telephone POTS, two GPIO blocks, 16 AEC channels, 1RU	09/01/2017	1	2,070.00	2,070.00T
<b>QSC I/O FRAME KIT</b> QSC I/O FRAME KIT - I/O frame, 16x16 network I/O channels, four card slots, dual Ethernet ports for network redundancy, and one GPIO port, 1RU (Field Configurable)	09/01/2017	1	1,610.00	1,610.00T
<b>QSC COL4 KIT</b> QSC COL4 KIT - Four channels of balanced, line-level analog output (Field Configured packaged individually)	09/01/2017	4	272.50	1,090.00T
<b>QSC PS-1600H</b> QSC PS-1600H - Q-Sys 16-Button Wall Mounted Page Station; available with Hand Held (H) or Gooseneck (G) Microphone	09/01/2017	2	1,673.25	3,346.50T
<b>QSC WCP-1</b> QSC WCP-1 - Wall Control Plate with Rotary Potentiometer	09/01/2017	12	63.25	759.00T



ACTIVITY	DATE	QTY	RATE	AMOUNT
<b>QSC CXD4.3Q</b> QSC CXD4.3Q - 4000W Q-Sys Network Amplifier using FAST channel combining technology. 4 Mic/Line input channels. 900 watts/ch at 8 , 1400 watts/ch at 4 , 1200 watts/ch at 2 , 500 watts/ch direct drive 100V, 625 watts/ch direct drive 70V.	09/01/2017	3	1,955.00	5,865.00T
<b>Apple Ipad 2</b> Apple Ipad 2	09/01/2017	1	499.00	499.00T
<b>Premier Mounts IPM-450</b> Premier Mounts IPM-450 - ipad rack mount	09/01/2017	1	224.87	224.87T
<b>JBL CONTROL 24CT</b> JBL CONTROL 24CT - Control 24C with Transformer. For use on a 70.7V or 100V Distributed Line, Switchable Taps at 30W, 15W and 7.5W (Plus 3.7W at 70.7V only), No SonicGuard. Priced as Each, Packed as Pairs.	09/01/2017	16	100.71	1,611.36T
<b>Whirlwind W14GA</b> Whirlwind W14GA - Bulk, 14 gauge speaker wire, unshielded, overall jacket	09/01/2017	1	1,050.00	1,050.00T
<b>Whirlwind W9451</b> Whirlwind W9451 - Bulk, Mic, single pair , 22 AWG, foil shielded bonded to jacket, CM	09/01/2017	500	0.75	375.00T
<b>Bulk Cable</b> Bulk Cable - 1000FT 24AWG Cat5e 350MHz STP Solid	09/01/2017	3	359.00	1,077.00T
<b>NETGEAR RangeMax WNR1000</b> NETGEAR RangeMax WNR1000 - NETGEAR RangeMax WNR1000 Wireless Router	09/01/2017	1	68.99	68.99T
<b>NETGEAR NG-GS728TP-100N</b> NETGEAR NG-GS728TP-100N - NetGear GS728TP-100NAS ProSAFE 28-Port Gigabit PoE PLUS Smart Managed Switch with 4 Dedicated SFP Ports (16 PoE/ 8 PoE-P	09/01/2017	1	575.52	575.52T
<b>QSC AD-S8T-WH</b> QSC AD-S8T-WH - Two-way, 8" Surface Mount, Weather-resistant, Foreground/Background Loudspeaker with 70/100V transformer & 8Ω bypass, includes mounting hardware, Available in black or white.	09/01/2017	1	285.18	285.18T
<b>GEEYA R303</b> GEEYA R303 - GEEYA R303 Multifunction 300Mbps Wireless Travel Router, WiFi Repeater, AP, Range Extender features IP QoS and WPS	09/01/2017	1	338.10	338.10T
<b>Install</b> Install - estimated install time -TBA	09/01/2017	1	3,800.00	3,800.00
<b>System Design</b> System Design - QSC QSYS programming	09/01/2017	1	1,850.00	1,850.00

ACTIVITY	DATE	QTY	RATE	AMOUNT
1)Dressing Rooms A+B	09/01/2017			
-One zone, but maybe individual level control for each room (maybe 2 separate zones is easier?)				
-Paging capabilities				
-Live stage feed option				
-Pre-recorded announcement playback				
-Volume and mute control				
2)Dressing Room C				
-Paging capabilities				
-Live stage feed option				
-Pre-recorded announcement playback				
-Volume and mute control				
3)Scene Shop				
-Paging capabilities				
-Live stage feed option				
-Pre-recorded announcement playback				
-Volume and mute control in each room				
4)Backstage Restrooms				
-One zone, but maybe individual level control for each room (maybe 2 separate zones is easier?)				
-Paging capabilities				
-Live stage feed option				
5)Green Room				
-Paging capabilities				
-Live stage feed option				
-Pre-recorded announcement playback				
-Volume and mute control				
6)Office				
-Paging capabilities				
-Live stage feed option				
-Volume and mute control				
-Ability to page all zones				
-Ability to control all zones				
7)Lobby				
-Paging capabilities				
-Live stage feed option				
-Pre-recorded announcement playback				
-Music playback				
-Lobby chime				
8)Lobby Restrooms				
-One zone(maybe 2 separate zones is easier?)				
-Live stage feed option				
-Pre-recorded announcement playback				
-Music playback				
-Lobby chime				
9)Lobby Exterior				
-Paging capabilities				

ACTIVITY	DATE	QTY	RATE	AMOUNT
Client to pull all cable runs - TSC will terminate all connections, test and calibrate system	09/01/2017			

SUBTOTAL 28,101.40

TAX (7.75%) 1,739.98

**TOTAL \$29,841.38**

Accepted By

Accepted Date



TSC1T-1

OP ID: DM

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Supple-Merrill & Driscoll Inc. Insurance Agents and Brokers P. O. Box 2408 Pasadena, CA 91102 David L. Merrill	626-795-9921	<b>CONTACT NAME:</b> David L. Merrill <b>PHONE (A/C, No, Ext):</b> 626-795-9921 <b>FAX (A/C, No):</b> 626-577-6656 <b>E-MAIL ADDRESS:</b> david@productioninsurance.com
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Fireman's Fund Insurance Co.		21873
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

<b>INSURED</b> TSC   Trinity Sound Company Devin DeVore 1240 E. Ontario Ave, 102-190 Corona, CA 92881	
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## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		XXC80506369	06/30/2017	06/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Rented Equipment			MSF07203079	06/30/2017	06/30/2018	Rent Eq 225,000
A	Owned Equipment			MSF07203079	06/30/2017	06/30/2018	Owned Eq 225,000

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

The City of Brea, its elected and appointed officials, employees and volunteers are included as insured by endorsement. This coverage shall be primary and City insurance shall not be contributory. There shall be no subrogation against the City. No cancellation or material change shall be made without thirty (30) days written notice to the City.

## CERTIFICATE HOLDER

## CANCELLATION

City of Brea  
#1 Civic Center Circle  
Brea, CA 92821

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

# Waiver of Transfer of Rights of Recovery Against Others to Us CG 24 04 05 09

Policy Amendment(s) Commercial General Liability

Insured: **Trinity Sound Company**

Policy Number: **E92 XXC80506369**

Producer: **U.S. RISK, LLC**

Effective Date: **7/31/2017**

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**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part  
Products/Completed Operations Liability Coverage Part**

## **Schedule**

**Name of Person or Organization**

**City of Brea**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery we may have against the person or organization shown in the Schedule

above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**. The waiver applies only to the person or organization shown in the Schedule above.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE  
OR GOVERNMENTAL AGENCY OR SUBDIVISION  
OR POLITICAL SUBDIVISION – PERMITS  
OR AUTHORIZATIONS RELATING TO PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

City of Brea

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

City of Brea

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**COUNCIL COMMUNICATION**

**FROM:** Bill Gallardo, City Manager

**DATE:** 12/19/2017

**SUBJECT:** December 8 and 15, 2017 City Check Registers - Receive and File.

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**Attachments**

12-8-17 CC Check Register

12-15-17 CC Check Register

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## City Check Register for: Dec 8, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
176632	ALERE PROPERTY GROUP LLC	12/08/2017	22188	110000000	COST CENTER REFUND	\$530.00
<b>ALERE PROPERTY GROUP LLC</b>					<b>Total Check Amount:</b>	<b>\$530.00</b>
176633	ANDREW AND/OR BARBARA ARCZYNSKI	12/08/2017	25682	110000000	COST CENTER REFUND	\$121.00
<b>ANDREW AND/OR BARBARA ARCZYNSKI</b>					<b>Total Check Amount:</b>	<b>\$121.00</b>
176634	ARMS UNLIMITED INC.	12/08/2017	26722	110212131	RIFLE SIGHT COVERS	\$120.00
<b>ARMS UNLIMITED INC.</b>					<b>Total Check Amount:</b>	<b>\$120.00</b>
176635	AT&T CALNET	12/08/2017	20391	110141471	9391011968 11/22	\$16.79
<b>AT&amp;T CALNET</b>					<b>Total Check Amount:</b>	<b>\$16.79</b>
176636	BANK OF AMERICA	12/08/2017	5998	110000000	COST CENTER REFUND	\$9.50
<b>BANK OF AMERICA</b>					<b>Total Check Amount:</b>	<b>\$9.50</b>
176637	BREA BAPTIST CHURCH	12/08/2017	15296	110000000	COST CENTER REFUND	\$192.26
<b>BREA BAPTIST CHURCH</b>					<b>Total Check Amount:</b>	<b>\$192.26</b>
176638	BREA CORPORATE PARK	12/08/2017	16123	110000000	COST CENTER REFUND	\$6.00
<b>BREA CORPORATE PARK</b>					<b>Total Check Amount:</b>	<b>\$6.00</b>
176639	BREA INDUSTRIAL II, LLC	12/08/2017	25714	110000000	COST CENTER REFUND	\$887.24
<b>BREA INDUSTRIAL II, LLC</b>					<b>Total Check Amount:</b>	<b>\$887.24</b>
176640	BREA UNION PLAZA 1 LLC	12/08/2017	25703	110000000	COST CENTER REFUND	\$170.00
<b>BREA UNION PLAZA 1 LLC</b>					<b>Total Check Amount:</b>	<b>\$170.00</b>
176641	MICHAEL BUECHLER	12/08/2017	23039	110000000	COST CENTER REFUND	\$293.40
<b>MICHAEL BUECHLER</b>					<b>Total Check Amount:</b>	<b>\$293.40</b>
176643	BUSINESS CARD	12/08/2017	18749	110	BSCARD PD INV 112317	(\$1.34)
		12/08/2017	18749	110	ILJAO BC FEE JM 0817	(\$31.26)
		12/08/2017	18749	110	ILJAO BC FEE JM 1117	\$5.32
		12/08/2017	18749	110141481	BSCARD HR 112317	\$1,404.81
		12/08/2017	18749	110212111	BSCARD PD TRNG 112317	\$110.00
		12/08/2017	18749	110212121	BSCARD PD INV 112317	\$64.61
		12/08/2017	18749	110212131	BSCARD PD ADM 112317	\$6,147.00
		12/08/2017	18749	110222211	BSCARD FIRE 112317	\$87.44
		12/08/2017	18749	110222231	BSCARD FIRE 112317	\$239.60
		12/08/2017	18749	110404211	BSCARD CS II 112317	\$108.35
		12/08/2017	18749	110404420	BSCARD CS 112317	\$38.40
		12/08/2017	18749	110404420	BSCARD CS II 112317	\$56.81
		12/08/2017	18749	110404425	BSCARD CS II 112317	\$15.19
		12/08/2017	18749	110404429	BSCARD CS 112317	\$200.59
		12/08/2017	18749	110515141	BSCARD PARKS 112317	\$87.21
		12/08/2017	18749	420515131	BSCARD WATER 112317	\$492.40
		12/08/2017	18749	950000000	ILAOC BSCARD MJ 1117	\$1,288.46
		12/08/2017	18749	950000000	ILJAO BSCARD JM 0817	\$8.98
		12/08/2017	18749	950000000	ILJAO BSCARD JM 0917	\$8.98



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176643	BUSINESS CARD	12/08/2017	18749	950000000	ILJAOC BSCARD JM 1017	\$7.98
<b>BUSINESS CARD</b>						<b>Total Check Amount: \$10,339.53</b>
176644	CALIFORNIA NEWSPAPER PARTNERSHIP	12/08/2017	26287	110000000	LEGAL NOTICES OCT17	\$426.00
		12/08/2017	26287	110323231	LEGAL NOTICES OCT17	\$1,755.00
		12/08/2017	26287	110323241	LEGAL NOTICES OCT17	\$267.00
<b>CALIFORNIA NEWSPAPER PARTNERSHIP</b>						<b>Total Check Amount: \$2,448.00</b>
176645	CANNINGS ACE HARDWARE	12/08/2017	15828	480515161	SHOP SUPPLIES	\$16.26
<b>CANNINGS ACE HARDWARE</b>						<b>Total Check Amount: \$16.26</b>
176646	CENTRAL POWDER COATING	12/08/2017	8508	490515151	CO2 CAGES @ DT PS 2	\$269.38
<b>CENTRAL POWDER COATING</b>						<b>Total Check Amount: \$269.38</b>
176647	CMRTA	12/08/2017	15485	110141422	DIV III QTR4 MEETING	\$25.00
<b>CMRTA</b>						<b>Total Check Amount: \$25.00</b>
176648	COUNTRY ROAD HOA	12/08/2017	18129	110000000	COST CENTER REFUND	\$24.00
<b>COUNTRY ROAD HOA</b>						<b>Total Check Amount: \$24.00</b>
176649	COUNTY OF ORANGE	12/08/2017	4799	110212131	ANIMAL CARE JUL-SEP17	\$37,994.00
<b>COUNTY OF ORANGE</b>						<b>Total Check Amount: \$37,994.00</b>
176650	CREATE A PARTY RENTALS	12/08/2017	7113	110404544	BREAFEST STAGE RENTAL	\$1,641.60
		12/08/2017	7113	110404544	BREAFST CANOPY RENTAL	\$2,438.00
		12/08/2017	7113	110404544	BREAFST TABLES/CHAIRS	\$2,243.08
<b>CREATE A PARTY RENTALS</b>						<b>Total Check Amount: \$6,322.68</b>
176651	CREW BUILDERS, INC.	12/08/2017	25688	110000000	COST CENTER REFUND	\$85.21
<b>CREW BUILDERS, INC.</b>						<b>Total Check Amount: \$85.21</b>
176652	JEFF CUMMINS	12/08/2017	22683	110000000	COST CENTER REFUND	\$168.00
<b>JEFF CUMMINS</b>						<b>Total Check Amount: \$168.00</b>
176653	DELTA DENTAL INSURANCE COMPANY	12/08/2017	26074	110	05-R103125 DENTAL DEC	\$1,528.61
<b>DELTA DENTAL INSURANCE COMPANY</b>						<b>Total Check Amount: \$1,528.61</b>
176654	EDISON CO	12/08/2017	3343	110515121	ELECTRICITY OCT/NOV17	\$1,131.82
<b>EDISON CO</b>						<b>Total Check Amount: \$1,131.82</b>
176655	EL DORADO MEDIA PRODUCTION	12/08/2017	27342	110	OLINDA STORY DVD	\$100.00
<b>EL DORADO MEDIA PRODUCTION</b>						<b>Total Check Amount: \$100.00</b>
176656	EL POLLO LOCO	12/08/2017	17548	110000000	COST CENTER REFUND	\$166.00
<b>EL POLLO LOCO</b>						<b>Total Check Amount: \$166.00</b>
176657	ERIC HOOD PHOTOGRAPHY	12/08/2017	25078	110404311	STATUE/THTR PHTOSHOOT	\$370.00
<b>ERIC HOOD PHOTOGRAPHY</b>						<b>Total Check Amount: \$370.00</b>
176658	ENRIQUE AND/OR STEPHANIE FARIAS	12/08/2017	18264	110000000	COST CENTER REFUND	\$209.00
<b>ENRIQUE AND/OR STEPHANIE FARIAS</b>						<b>Total Check Amount: \$209.00</b>
176659	CARRIE & STEVE FLANDERS	12/08/2017	19570	110000000	COST CENTER REFUND	\$5.50
<b>CARRIE &amp; STEVE FLANDERS</b>						<b>Total Check Amount: \$5.50</b>
176660	FOREVER 21	12/08/2017	19066	110000000	COST CENTER REFUND	\$334.05

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FOREVER 21					Total Check Amount:	\$334.05
176661	FRONTIER COMMUNICATIONS	12/08/2017	26183	475141471	562 1820146 1116-1215	\$44.60
FRONTIER COMMUNICATIONS					Total Check Amount:	\$44.60
176662	RUSSELL AND/OR TERESA GARCIA	12/08/2017	26117	110000000	COST CENTER REFUND	\$116.00
RUSSELL AND/OR TERESA GARCIA					Total Check Amount:	\$116.00
176663	GERARD ROOFING	12/08/2017	16805	110000000	COST CENTER REFUND	\$678.00
GERARD ROOFING					Total Check Amount:	\$678.00
176664	ADRIANA GONZALES	12/08/2017	27341	110	RENTAL DEPOSIT REFUND	\$700.00
ADRIANA GONZALES					Total Check Amount:	\$700.00
176665	ALFRED GONZALES	12/08/2017	21754	110000000	COST CENTER REFUND	\$76.00
ALFRED GONZALES					Total Check Amount:	\$76.00
176666	HACH COMPANY	12/08/2017	5749	420515131	CHEMICALS	\$271.50
HACH COMPANY					Total Check Amount:	\$271.50
176667	HELMETMAGS.COM	12/08/2017	27184	110222221	HELMET MAGNETS	\$1,620.00
HELMETMAGS.COM					Total Check Amount:	\$1,620.00
176668	HENKELS & MC COY INC.	12/08/2017	27345	420000000	CLOSED WATER ACCOUNT	\$1,083.65
HENKELS & MC COY INC.					Total Check Amount:	\$1,083.65
176669	ROBERT E HUTCHINSON	12/08/2017	17678	110000000	COST CENTER REFUND	\$209.35
ROBERT E HUTCHINSON					Total Check Amount:	\$209.35
176670	INTL CODE COUNCIL ORANGE EMP CHAPTR	12/08/2017	15319	110323241	OEC 12/7/17 MTG (6)	\$150.00
INTL CODE COUNCIL ORANGE EMP CHAPTR					Total Check Amount:	\$150.00
176671	CHANG MD, KER-CHOW	12/08/2017	27245	110000000	REFUND:BUS LICENSE	\$16.00
CHANG MD, KER-CHOW					Total Check Amount:	\$16.00
176672	KEN KINNEBREW	12/08/2017	20393	110000000	COST CENTER REFUND	\$84.75
KEN KINNEBREW					Total Check Amount:	\$84.75
176673	LACEY CUSTOM LINENS, INC.	12/08/2017	2772	110141441	LINEN SERVICE 10/17	\$359.10
		12/08/2017	2772	110141441	LINEN SERVICE 10/20	\$17.59
		12/08/2017	2772	110141441	LINEN SERVICE 10/30	\$195.10
LACEY CUSTOM LINENS, INC.					Total Check Amount:	\$571.79
176674	LAKEMAN CHASSIS	12/08/2017	12885	480515161	ALUM PLATE AND FAB	\$136.99
LAKEMAN CHASSIS					Total Check Amount:	\$136.99
176675	LIFE-ASSIST, INC.	12/08/2017	10530	110222222	MEDICAL SUPPLIES	\$671.09
LIFE-ASSIST, INC.					Total Check Amount:	\$671.09
176676	CRYSTAL LIV	12/08/2017	27242	420000000	CLOSED WATER ACCOUNT	\$15.67
CRYSTAL LIV					Total Check Amount:	\$15.67
176677	RUSSELL LYSTER	12/08/2017	22926	110000000	COST CENTER REFUND	\$356.50
RUSSELL LYSTER					Total Check Amount:	\$356.50
176678	CAMERON AND/OR NANCY MALOTTE	12/08/2017	18866	110000000	COST CENTER REFUND	\$57.00
CAMERON AND/OR NANCY MALOTTE					Total Check Amount:	\$57.00

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176679	MANUFACTURED PACKAGING PRODUCTS	12/08/2017	21295	110000000	COST CENTER REFUND	\$41.00
MANUFACTURED PACKAGING PRODUCTS					Total Check Amount:	\$41.00
176680	AIDA OBORNY MARTINEZ	12/08/2017	27348	420000000	CLOSED WATER ACCOUNT	\$30.91
AIDA OBORNY MARTINEZ					Total Check Amount:	\$30.91
176681	LAWRENCE AND/OR DENISE MCGEE	12/08/2017	24023	110000000	COST CENTER REFUND	\$38.50
LAWRENCE AND/OR DENISE MCGEE					Total Check Amount:	\$38.50
176682	JACOB MENDRIN	12/08/2017	25600	110000000	COST CENTER REFUND	\$275.03
JACOB MENDRIN					Total Check Amount:	\$275.03
176683	MERCURY INSURANCE	12/08/2017	16489	110000000	COST CENTER REFUND	\$264.98
MERCURY INSURANCE					Total Check Amount:	\$264.98
176684	BONNIE MILLER	12/08/2017	27248	110	NUTCRACKER BTQ REFUND	\$60.00
BONNIE MILLER					Total Check Amount:	\$60.00
176685	NDS, LLC (NORCO DELIVERY SERVICES)	12/08/2017	25312	110141441	PRESORT MAILSVCS NOV17	\$419.23
NDS, LLC (NORCO DELIVERY SERVICES)					Total Check Amount:	\$419.23
176686	NEOPOST USA INC	12/08/2017	20201	110141441	17/18 MAINTENANCE	\$527.04
NEOPOST USA INC					Total Check Amount:	\$527.04
176687	NUUO	12/08/2017	27343	420000000	CLOSED WATER ACCOUNT	\$10.09
NUUO					Total Check Amount:	\$10.09
176688	OFFICE DEPOT, INC	12/08/2017	4743	110212111	OFFICE SUPPLIES	\$340.19
		12/08/2017	4743	110212121	OFFICE SUPPLIES	\$218.52
		12/08/2017	4743	110222211	OFFICE SUPPLIES	\$122.87
		12/08/2017	4743	110404311	OFFICE SUPPLIES	\$266.45
		12/08/2017	4743	110404521	OFFICE SUPPLIES	\$477.33
		12/08/2017	4743	110515111	OFFICE SUPPLIES	\$7.53
OFFICE DEPOT, INC					Total Check Amount:	\$1,432.89
176689	OLEN PROPERTIES	12/08/2017	10954	110000000	COST CENTER REFUND	\$355.50
OLEN PROPERTIES					Total Check Amount:	\$355.50
176690	ORANGE COUNTY SHERIFF'S DEPT	12/08/2017	6542	110212111	FLD TRAINING OFFICER	\$80.00
ORANGE COUNTY SHERIFF'S DEPT					Total Check Amount:	\$80.00
176691	EMMA OSORIO	12/08/2017	27344	420000000	CLOSED WATER ACCOUNT	\$92.01
EMMA OSORIO					Total Check Amount:	\$92.01
176692	PACIFIC LIGHTING & STANDARDS CO.	12/08/2017	20717	110515121	STREET LIGHT POLE	\$3,407.80
PACIFIC LIGHTING & STANDARDS CO.					Total Check Amount:	\$3,407.80
176693	PACIFIC TEK	12/08/2017	5464	480515161	VALVE TURNNG TRLR RPR	\$829.69
PACIFIC TEK					Total Check Amount:	\$829.69
176694	GREG PANIAGUA	12/08/2017	27346	420000000	CLOSED WATER ACCOUNT	\$2.81
GREG PANIAGUA					Total Check Amount:	\$2.81
176695	PETTY CASH CUSTODIAN	12/08/2017	12373	110	PETTY CASH REPL 11/18	\$185.93
PETTY CASH CUSTODIAN					Total Check Amount:	\$185.93

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
176696	PETTY CASH CUSTODIAN	12/08/2017	15658	110	PETTY CASH REPL 11/29	\$102.01
<b>PETTY CASH CUSTODIAN</b>					<b>Total Check Amount:</b>	<b>\$102.01</b>
176697	PLUMBING WHOLESALE OUTLET, INC.	12/08/2017	18392	490515151	RR SEAT @ FS	\$25.29
<b>PLUMBING WHOLESALE OUTLET, INC.</b>					<b>Total Check Amount:</b>	<b>\$25.29</b>
176698	PUENTE HILLS FORD	12/08/2017	25742	480515161	962 STEERING REPAIR	\$128.67
		12/08/2017	25742	480515161	SEAT BELT	\$303.07
<b>PUENTE HILLS FORD</b>					<b>Total Check Amount:</b>	<b>\$431.74</b>
176699	REGENCY CENTERS	12/08/2017	20103	110000000	COST CENTER REFUND	\$89.00
<b>REGENCY CENTERS</b>					<b>Total Check Amount:</b>	<b>\$89.00</b>
176700	RODDIES AUTO UPHOLSTERY	12/08/2017	25968	480515161	REUPHOLSTER SEAT	\$400.00
<b>RODDIES AUTO UPHOLSTERY</b>					<b>Total Check Amount:</b>	<b>\$400.00</b>
176701	ARTHUR AND/OR RONNI RUBIN	12/08/2017	21232	110000000	COST CENTER REFUND	\$84.00
<b>ARTHUR AND/OR RONNI RUBIN</b>					<b>Total Check Amount:</b>	<b>\$84.00</b>
176702	NANCY SALAZAR	12/08/2017	27247	110	NUTCRCR BOUTQUE RFND	\$85.00
<b>NANCY SALAZAR</b>					<b>Total Check Amount:</b>	<b>\$85.00</b>
176703	SIMON PROPERTY GROUP	12/08/2017	23062	110000000	COST CENTER REFUND	\$1,048.67
<b>SIMON PROPERTY GROUP</b>					<b>Total Check Amount:</b>	<b>\$1,048.67</b>
176704	SMART FIX	12/08/2017	25254	110000000	COST CENTER REFUND	\$197.50
<b>SMART FIX</b>					<b>Total Check Amount:</b>	<b>\$197.50</b>
176705	SPARKLETTS	12/08/2017	3001	110141441	5GAL WTR BOTTLS OCT17	\$416.15
		12/08/2017	3001	110141441	RENTAL OCT 2017	\$94.64
<b>SPARKLETTS</b>					<b>Total Check Amount:</b>	<b>\$510.79</b>
176706	CLAUD SPENCER	12/08/2017	24060	110000000	COST CENTER REFUND	\$2.90
<b>CLAUD SPENCER</b>					<b>Total Check Amount:</b>	<b>\$2.90</b>
176707	WENDY SUN	12/08/2017	25154	420000000	CLOSED WATER ACCOUNT	\$59.15
<b>WENDY SUN</b>					<b>Total Check Amount:</b>	<b>\$59.15</b>
176708	KEVIN TA	12/08/2017	27347	420000000	CLOSED WATER ACCOUNT	\$11.17
<b>KEVIN TA</b>					<b>Total Check Amount:</b>	<b>\$11.17</b>
176709	JOSEPH AND/OR KAREN TOSTA	12/08/2017	14872	110000000	COST CENTER REFUND	\$212.00
<b>JOSEPH AND/OR KAREN TOSTA</b>					<b>Total Check Amount:</b>	<b>\$212.00</b>
176710	MARC TOURVILLE	12/08/2017	18555	110000000	COST CENTER REFUND	\$267.00
<b>MARC TOURVILLE</b>					<b>Total Check Amount:</b>	<b>\$267.00</b>
176711	TURNOUT MAINTENANCE COMPANY, LLC	12/08/2017	19898	110222221	TURNOUT REPAIR	\$106.00
<b>TURNOUT MAINTENANCE COMPANY, LLC</b>					<b>Total Check Amount:</b>	<b>\$106.00</b>
176712	URBAN GRAFFITI ENTERPRISES INC.	12/08/2017	4352	110515121	GRAFFTI REMOVAL OCT17	\$2,000.00
<b>URBAN GRAFFITI ENTERPRISES INC.</b>					<b>Total Check Amount:</b>	<b>\$2,000.00</b>
176713	DOLORES VILLAHERMOSA	12/08/2017	24666	110000000	COST CENTER REFUND	\$100.50
<b>DOLORES VILLAHERMOSA</b>					<b>Total Check Amount:</b>	<b>\$100.50</b>

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176714	JIMMY VOVOS	12/08/2017	24223	110000000	COST CENTER REFUND	\$81.00
<b>JIMMY VOVOS</b>					<b>Total Check Amount:</b>	<b>\$81.00</b>
176715	TERRI WESTERGREN	12/08/2017	25602	110404521	ZUMBA GOLD 10/4-10/25	\$160.00
		12/08/2017	25602	110404521	ZUMBA GOLD 9/6-9/27	\$160.00
<b>TERRI WESTERGREN</b>					<b>Total Check Amount:</b>	<b>\$320.00</b>
176716	WEST-LITE SUPPLY CO., INC.	12/08/2017	5192	490515151	LIGHTING	\$223.08
		12/08/2017	5192	490515152	LED LAMPS @ CCC	\$2,987.79
<b>WEST-LITE SUPPLY CO., INC.</b>					<b>Total Check Amount:</b>	<b>\$3,210.87</b>
176717	WHITE NELSON DIEHL EVANS LLP	12/08/2017	23038	110141431	GOVT TAX SEMINAR 2017	\$395.00
<b>WHITE NELSON DIEHL EVANS LLP</b>					<b>Total Check Amount:</b>	<b>\$395.00</b>
176718	TODD AND/OR JANA WILLIAMS	12/08/2017	24013	110000000	COST CENTER REFUND	\$260.00
<b>TODD AND/OR JANA WILLIAMS</b>					<b>Total Check Amount:</b>	<b>\$260.00</b>
176719	HUA FONG YNG WU	12/08/2017	27246	110	NUTCRCKR BOUTQUE RFND	\$22.00
<b>HUA FONG YNG WU</b>					<b>Total Check Amount:</b>	<b>\$22.00</b>
176720	ELMER WURTS	12/08/2017	18561	110000000	COST CENTER REFUND	\$90.75
<b>ELMER WURTS</b>					<b>Total Check Amount:</b>	<b>\$90.75</b>
176721	XPRESS LUBE	12/08/2017	23436	110000000	COST CENTER REFUND	\$200.00
<b>XPRESS LUBE</b>					<b>Total Check Amount:</b>	<b>\$200.00</b>
<b>Check Subtotal</b>						<b>\$89,107.87</b>
V26654	ADAMSON POLICE PRODUCTS	12/08/2017	4023	110212131	HOLSTERS	\$775.80
<b>ADAMSON POLICE PRODUCTS</b>					<b>Total Check Amount:</b>	<b>\$775.80</b>
V26655	ADLERHORST INT'L INC	12/08/2017	2223	110212131	K9 TRAINING NOV 2017	\$350.00
<b>ADLERHORST INT'L INC</b>					<b>Total Check Amount:</b>	<b>\$350.00</b>
V26656	AFLAC-ACCOUNT #EZA73	12/08/2017	22923	110	ACC/CANCER INS NOV17	\$5,727.60
<b>AFLAC-ACCOUNT #EZA73</b>					<b>Total Check Amount:</b>	<b>\$5,727.60</b>
V26657	ALLSTAR FIRE EQUIPMENT	12/08/2017	8353	110222221	GOGGLES	\$827.59
		12/08/2017	8353	110222221	HELMET	\$72.23
<b>ALLSTAR FIRE EQUIPMENT</b>					<b>Total Check Amount:</b>	<b>\$899.82</b>
V26658	ANAHEIM ICE MANAGEMENT	12/08/2017	15170	110404145	ICE SKATING	\$220.00
<b>ANAHEIM ICE MANAGEMENT</b>					<b>Total Check Amount:</b>	<b>\$220.00</b>
V26659	ARC IMAGING RESOURCES	12/08/2017	23273	110404211	PLOTTER SUPPLIES	\$941.75
		12/08/2017	23273	110404420	PLOTTER SUPPLIES	\$633.12
<b>ARC IMAGING RESOURCES</b>					<b>Total Check Amount:</b>	<b>\$1,574.87</b>
V26660	AVCOGAS PROPANE SALES & SERVICES	12/08/2017	22047	480515161	PETROLEUM	\$1,066.88
<b>AVCOGAS PROPANE SALES &amp; SERVICES</b>					<b>Total Check Amount:</b>	<b>\$1,066.88</b>
V26661	BEN'S ASPHALT, INC..	12/08/2017	1808	510707442	WATER UTILITY PATCHES	\$5,313.00
<b>BEN'S ASPHALT, INC..</b>					<b>Total Check Amount:</b>	<b>\$5,313.00</b>
V26662	BEST LAWN MOWER SERVICE	12/08/2017	16230	480515161	AIR FLTR/PRIMER BULBS	\$36.74

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V26662	BEST LAWN MOWER SERVICE	12/08/2017	16230	480515161	CHAIN SAW/AIR FILTER	\$79.98
BEST LAWN MOWER SERVICE					Total Check Amount:	\$116.72
V26663	ROBB BLOCK	12/08/2017	3095	110212111	LEADERSHP DEV PROGRAM	\$265.38
ROBB BLOCK					Total Check Amount:	\$265.38
V26664	BRENT BASAITES	12/08/2017	27249	110222222	REIMB:PARAMEDIC TRNG	\$1,091.01
BRENT BASAITES					Total Check Amount:	\$1,091.01
V26665	C.WELLS PIPELINE MATERIALS INC	12/08/2017	13055	420515131	CHECK VALVE	\$1,075.35
C.WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$1,075.35
V26666	KELLY CARPENTER	12/08/2017	8944	110212111	POST MGMT CRSE:MOD A	\$200.00
KELLY CARPENTER					Total Check Amount:	\$200.00
V26667	CDW GOVERNMENT INC.	12/08/2017	18205	950000000	ILJAOC ADOBE ACROBAT	\$456.66
		12/08/2017	18205	950000000	ILJAOC EXT DVD DRIVE	\$26.18
		12/08/2017	18205	950000000	ILJAOC MS OFFICE PRO	\$654.60
CDW GOVERNMENT INC.					Total Check Amount:	\$1,137.44
V26668	CHANDLER ASSET MANAGEMENT, INC.	12/08/2017	4375	110000000	INV MGMT CITY SEPT17	\$18.95
		12/08/2017	4375	420141424	INV MGMT CITY SEPT17	\$231.49
		12/08/2017	4375	630323219	INV MGMT SA SEPT 2017	\$247.85
		12/08/2017	4375	875000000	INV MGMT CITY SEPT17	\$59.50
		12/08/2017	4375	890000000	INV MGMT CITY SEPT17	\$32.33
		12/08/2017	4375	930000000	INV MGMT CITY SEPT17	\$4,243.24
CHANDLER ASSET MANAGEMENT, INC.					Total Check Amount:	\$4,833.36
V26669	CIGNA BEHAVIORAL HEALTH, INC.	12/08/2017	26628	110141481	EAP SERVICES DEC 17	\$1,166.32
CIGNA BEHAVIORAL HEALTH, INC.					Total Check Amount:	\$1,166.32
V26670	CLARK SECURITY PRODUCTS, INC.	12/08/2017	20003	490515151	DOOR PARTS @ BCC	\$37.55
CLARK SECURITY PRODUCTS, INC.					Total Check Amount:	\$37.55
V26671	COLONIAL LIFE PROCESSING CENTER	12/08/2017	26071	110	E4504064 CRIT ILL OCT	\$152.68
		12/08/2017	26071	110	E4504064 ST DISAB OCT	\$2,645.60
COLONIAL LIFE PROCESSING CENTER					Total Check Amount:	\$2,798.28
V26672	COMLOCK SECURITY-GROUP	12/08/2017	13625	490515151	KEYS	\$37.13
COMLOCK SECURITY-GROUP					Total Check Amount:	\$37.13
V26673	CORE & MAIN LP	12/08/2017	27049	420515131	METER	\$3,039.26
		12/08/2017	27049	420515131	WATER METERS	\$2,688.37
CORE & MAIN LP					Total Check Amount:	\$5,727.63
V26674	CUMMINS CAL PACIFIC LLC	12/08/2017	10996	480515161	1101 ENGINE REPAIR	\$2,861.36
		12/08/2017	10996	480515161	ELECTRICAL REPAIR	\$2,243.68
CUMMINS CAL PACIFIC LLC					Total Check Amount:	\$5,105.04
V26675	DELTA DENTAL PLAN OF CALIFORNIA	12/08/2017	3411	110	05-04253 DENTAL DEC17	\$18,426.91
DELTA DENTAL PLAN OF CALIFORNIA					Total Check Amount:	\$18,426.91

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V26676	DAVID DICKINSON	12/08/2017	7926	110212111	MANAGEMENT SCHOOL	\$43.24
<b>DAVID DICKINSON</b>					<b>Total Check Amount:</b>	<b>\$43.24</b>
V26677	DISPLAY APPEAL	12/08/2017	2287	110212131	"OUT OF SVC" MAGNETS	\$94.82
<b>DISPLAY APPEAL</b>					<b>Total Check Amount:</b>	<b>\$94.82</b>
V26678	EEC ENVIRONMENTAL	12/08/2017	25778	110515111	PROF SVCS 9/30-10/27	\$577.50
<b>EEC ENVIRONMENTAL</b>					<b>Total Check Amount:</b>	<b>\$577.50</b>
V26679	EQUIPMENT DIRECT INC	12/08/2017	4522	110515121	SAFETY VEST	\$26.47
<b>EQUIPMENT DIRECT INC</b>					<b>Total Check Amount:</b>	<b>\$26.47</b>
V26680	FACTORY MOTOR PARTS COMPANY	12/08/2017	3504	480515161	BRAKEPAD/WIPER BLADES	\$220.91
		12/08/2017	3504	480515161	CREDIT:INV#12-2588748	(\$214.85)
		12/08/2017	3504	480515161	CREDIT:INV#12-2589320	(\$16.80)
		12/08/2017	3504	480515161	DRUM BRAKE/PAD/KIT	\$149.16
<b>FACTORY MOTOR PARTS COMPANY</b>					<b>Total Check Amount:</b>	<b>\$138.42</b>
V26681	FIDELITY SECURITY LIFE INSURANCE	12/08/2017	23035	110	9827288 VISION DEC17	\$2,675.84
<b>FIDELITY SECURITY LIFE INSURANCE</b>					<b>Total Check Amount:</b>	<b>\$2,675.84</b>
V26682	FLEMING ENVIRONMENTAL, INC.	12/08/2017	18487	480515161	CCC/FS3 UST TESTING	\$1,280.00
<b>FLEMING ENVIRONMENTAL, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,280.00</b>
V26683	GEORGE HILLS COMPANY	12/08/2017	27340	470141483	CMS/MMSEA ACCT FEES	\$1,650.00
<b>GEORGE HILLS COMPANY</b>					<b>Total Check Amount:</b>	<b>\$1,650.00</b>
V26684	TERRANCE GREEN	12/08/2017	12103	110212111	FLD TRAINING OFFICER	\$40.00
<b>TERRANCE GREEN</b>					<b>Total Check Amount:</b>	<b>\$40.00</b>
V26685	KAREN E GREENO	12/08/2017	22361	110404214	KIDS LOVE MUSIC	\$650.00
<b>KAREN E GREENO</b>					<b>Total Check Amount:</b>	<b>\$650.00</b>
V26686	HAAKER EQUIPMENT CO.	12/08/2017	4297	480515161	VACTOR FLOAT/BRAKET	\$480.04
		12/08/2017	4297	480515161	VACTOR HOSE COUPLERS	\$257.36
<b>HAAKER EQUIPMENT CO.</b>					<b>Total Check Amount:</b>	<b>\$737.40</b>
V26687	HEARTSAVERS CPR LLC	12/08/2017	27235	110515111	CPR/AED COURSE	\$360.00
<b>HEARTSAVERS CPR LLC</b>					<b>Total Check Amount:</b>	<b>\$360.00</b>
V26688	HITECH SOFTWARE INC	12/08/2017	19937	110515125	CAR COUNT MAINT NOV17	\$920.00
<b>HITECH SOFTWARE INC</b>					<b>Total Check Amount:</b>	<b>\$920.00</b>
V26689	IPARQ	12/08/2017	21583	110323241	'18 IPARQ PRMT DECALS	\$3,072.50
		12/08/2017	21583	110323241	PERMIT FEES OCT 2017	\$540.64
		12/08/2017	21583	110323241	PERMIT FEES SEP 2017	\$492.82
<b>IPARQ</b>					<b>Total Check Amount:</b>	<b>\$4,105.96</b>
V26690	K PRO STONE CARE	12/08/2017	20535	110515125	ORANGE FTN RSTORATION	\$1,600.00
<b>K PRO STONE CARE</b>					<b>Total Check Amount:</b>	<b>\$1,600.00</b>
V26691	LA HABRA FENCE CO., INC.	12/08/2017	3120	110515125	DWNTN GATE INSTALLATN	\$2,942.00
<b>LA HABRA FENCE CO., INC.</b>					<b>Total Check Amount:</b>	<b>\$2,942.00</b>
V26692	THE LIGHTHOUSE	12/08/2017	8787	480515161	LGHT MODULES/LIC LAMP	\$126.67



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<b>THE LIGHTHOUSE</b>						<b>Total Check Amount: \$126.67</b>
V26693	ELIZABETH LUSK	12/08/2017	16911	110212133	DISPLY/HRSMNT INVSGTN	\$25.20
<b>ELIZABETH LUSK</b>						<b>Total Check Amount: \$25.20</b>
V26694	MAR-CO EQUIPMENT COMPANY	12/08/2017	20329	480515161	SWEEPER ANCHR SHACKLE	\$45.26
		12/08/2017	20329	480515161	SWEEPER SPRNG BRACKET	\$22.63
<b>MAR-CO EQUIPMENT COMPANY</b>						<b>Total Check Amount: \$67.89</b>
V26695	MARGARITO MENDEZ	12/08/2017	26196	110212134	BASIC SWAT COURSE	\$409.14
<b>MARGARITO MENDEZ</b>						<b>Total Check Amount: \$409.14</b>
V26696	MIGUEL OJEDA	12/08/2017	25161	110212111	D.R.E. CLASSRM COURSE	\$46.71
<b>MIGUEL OJEDA</b>						<b>Total Check Amount: \$46.71</b>
V26697	PACIFIC TELEMAGEMENT SERVICES	12/08/2017	19696	110141471	7147920398 DEC 2017	\$75.00
<b>PACIFIC TELEMAGEMENT SERVICES</b>						<b>Total Check Amount: \$75.00</b>
V26698	PLACEWORKS, INC.	12/08/2017	26720	110000000	2.2 SITE ANALYSIS OCT	\$18,500.00
		12/08/2017	26720	110000000	2.3 SITE ANALYSIS OCT	\$18,500.00
<b>PLACEWORKS, INC.</b>						<b>Total Check Amount: \$37,000.00</b>
V26699	PROJECT DIMENSIONS	12/08/2017	23924	510707873	TRKS S2 CONST MGT OCT	\$18,380.00
		12/08/2017	23924	510707873	TRKS S6 CONST MGT OCT	\$6,800.00
		12/08/2017	23924	510707873	TRKS S6 CONST MGT SEP	\$6,160.00
<b>PROJECT DIMENSIONS</b>						<b>Total Check Amount: \$31,340.00</b>
V26700	QUALITY PLACEMENT AUTHORITY, LLC	12/08/2017	27027	110141411	TEMPSTAFF 11/13-11/19	\$617.76
<b>QUALITY PLACEMENT AUTHORITY, LLC</b>						<b>Total Check Amount: \$617.76</b>
V26701	RAFTELIS FINANCIAL CONSULTANTS	12/08/2017	17241	420141421	WTR RATE STUDY OCT17	\$715.00
<b>RAFTELIS FINANCIAL CONSULTANTS</b>						<b>Total Check Amount: \$715.00</b>
V26702	RCS INVESTIGATIONS & CONSULTING LLC	12/08/2017	22534	110212111	BACKGROUND INVSTGTN	\$1,200.00
<b>RCS INVESTIGATIONS &amp; CONSULTING LLC</b>						<b>Total Check Amount: \$1,200.00</b>
V26703	RICHARDS, WATSON & GERSHON	12/08/2017	8978	110000000	PROF SVCS THRU OCT17	\$372.00
		12/08/2017	8978	110111112	RECLASS 0001 SEP17	(\$209.00)
		12/08/2017	8978	110111112	RECLASS 9999 SEP17	(\$44.00)
		12/08/2017	8978	470141483	0001 GEN LGL SVCS SEP	\$209.00
		12/08/2017	8978	470141483	9999 GEN LGL SVCS SEP	\$44.00
<b>RICHARDS, WATSON &amp; GERSHON</b>						<b>Total Check Amount: \$372.00</b>
V26704	CARL ROWE	12/08/2017	23677	110404542	PIANO TUNING-STEINWAY	\$120.00
<b>CARL ROWE</b>						<b>Total Check Amount: \$120.00</b>
V26705	RSG, INC.	12/08/2017	26650	280323215	COMPLIANCE MONITORING	\$375.00
<b>RSG, INC.</b>						<b>Total Check Amount: \$375.00</b>
V26706	TODD SCHMALTZ	12/08/2017	26048	110212111	FTO UPDATE	\$28.25
<b>TODD SCHMALTZ</b>						<b>Total Check Amount: \$28.25</b>
V26707	SHI INTERNATIONAL CORP	12/08/2017	27127	110212122	MICROPHONES:NUANCE	\$118.53



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<b>SHI INTERNATIONAL CORP</b>					<b>Total Check Amount:</b>	<b>\$118.53</b>
V26708	SMART & FINAL	12/08/2017	3269	110404425	TINY TOTS FOOD	\$107.40
		12/08/2017	3269	110404429	ASP CAFE	\$379.79
<b>SMART &amp; FINAL</b>					<b>Total Check Amount:</b>	<b>\$487.19</b>
V26709	DONNA SMITH	12/08/2017	26136	110404145	EAST COAST SWING	\$90.00
<b>DONNA SMITH</b>					<b>Total Check Amount:</b>	<b>\$90.00</b>
V26710	SOUTH COAST EMERGENCY VEHICLE SVC	12/08/2017	18619	480515161	27008 WTR PUMP REPAIR	\$8,288.64
		12/08/2017	18619	480515161	A/C REPAIR	\$794.03
		12/08/2017	18619	480515161	TRUCK LADDER LIGHT	\$1,298.82
<b>SOUTH COAST EMERGENCY VEHICLE SVC</b>					<b>Total Check Amount:</b>	<b>\$10,381.49</b>
V26711	STERICYCLE, INC.	12/08/2017	11925	110212121	STERI SAFE DEC 2017	\$494.08
<b>STERICYCLE, INC.</b>					<b>Total Check Amount:</b>	<b>\$494.08</b>
V26712	SUNSET SIGNS AND PRINTING, INC.	12/08/2017	27244	110212131	PD NAME PLATES	\$77.58
<b>SUNSET SIGNS AND PRINTING, INC.</b>					<b>Total Check Amount:</b>	<b>\$77.58</b>
V26713	TENNIS ANYONE ACADEMY	12/08/2017	12688	110404145	TENNIS LESSONS	\$1,747.00
<b>TENNIS ANYONE ACADEMY</b>					<b>Total Check Amount:</b>	<b>\$1,747.00</b>
V26714	TERRY'S TESTING, INC.	12/08/2017	9217	110515148	BACK FLOW TESTING	\$105.00
<b>TERRY'S TESTING, INC.</b>					<b>Total Check Amount:</b>	<b>\$105.00</b>
V26715	TROPICAL PLAZA NURSERY, INC	12/08/2017	2062	347515112	IRRIGATION REPAIR	\$120.67
		12/08/2017	2062	420515131	CITY RESERVOIRS NOV17	\$1,316.50
		12/08/2017	2062	880515113	IRRIGATION REPAIR	\$206.45
<b>TROPICAL PLAZA NURSERY, INC</b>					<b>Total Check Amount:</b>	<b>\$1,643.62</b>
V26716	UNITED ROTARY BRUSH CORPORATION	12/08/2017	16649	480515161	SWEEPER BROOMS (2)	\$204.42
		12/08/2017	16649	480515161	SWEEPER BROOMS (4)	\$408.85
<b>UNITED ROTARY BRUSH CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$613.27</b>
V26717	VAVRINEK, TRINE, DAY & CO., LLP	12/08/2017	27146	110141431	AUDIT SVCS OCT 2017	\$2,800.00
		12/08/2017	27146	420141431	AUDIT SVCS OCT 2017	\$800.00
		12/08/2017	27146	430141431	AUDIT SVCS OCT 2017	\$400.00
		12/08/2017	27146	950000000	AUDITING SVCS OCT17	\$1,000.00
<b>VAVRINEK, TRINE, DAY &amp; CO., LLP</b>					<b>Total Check Amount:</b>	<b>\$5,000.00</b>
V26718	VERITIV OPERATING COMPANY	12/08/2017	26025	110141441	CREDIT:INV74541237276	(\$159.38)
		12/08/2017	26025	110141441	PAPER	\$2,499.16
<b>VERITIV OPERATING COMPANY</b>					<b>Total Check Amount:</b>	<b>\$2,339.78</b>
V26719	WALTERS WHOLESALE ELECTRIC	12/08/2017	1667	110515121	ELECTRICAL SUPPLIES	\$279.08
<b>WALTERS WHOLESALE ELECTRIC</b>					<b>Total Check Amount:</b>	<b>\$279.08</b>
V26720	ZERO WASTE USA INC.	12/08/2017	22125	110515144	DOG WASTE LINERS	\$154.51
		12/08/2017	22125	360515145	DOG WASTE LINERS	\$154.51
		12/08/2017	22125	360515147	DOG WASTE LINERS	\$154.52
<b>ZERO WASTE USA INC.</b>					<b>Total Check Amount:</b>	<b>\$463.54</b>

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Voucher Subtotal						\$172,146.52
TOTAL						\$261,254.39

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
176722	AD ENGINEERING GROUP, LLC	12/15/2017	27339	110	ART FOOTER STRUCTURE	\$1,500.00
AD ENGINEERING GROUP, LLC					Total Check Amount:	\$1,500.00
176723	JILL ALEX	12/15/2017	27258	110000000	COST CENTER REFUND	\$121.00
JILL ALEX					Total Check Amount:	\$121.00
176724	ALL AMERICAN ASPHALT	12/15/2017	1571	510707318	LAMBERT/KRAEMER SEP17	\$338,824.83
ALL AMERICAN ASPHALT					Total Check Amount:	\$338,824.83
176725	ALL AMERICAN ASPHALT	12/15/2017	1571	510707318	LAMBERT/KRAEMER OCT17	\$880,224.28
ALL AMERICAN ASPHALT					Total Check Amount:	\$880,224.28
176726	THE ALLEY CATS MUSIC, INC	12/15/2017	12680	110	ALLEYCATS XMAS 2017 1	\$8,720.55
THE ALLEY CATS MUSIC, INC					Total Check Amount:	\$8,720.55
176727	AMERON POLE PRODUCTS, LLC	12/15/2017	26799	110515121	ORANGE ST LIGHT POLES	\$2,402.19
		12/15/2017	26799	110515121	STREET LIGHT POLES	\$14,008.25
AMERON POLE PRODUCTS, LLC					Total Check Amount:	\$16,410.44
176728	ARMS UNLIMITED INC.	12/15/2017	26722	110212131	WEAPON SIGHTS/MOUNTS	\$780.00
ARMS UNLIMITED INC.					Total Check Amount:	\$780.00
176729	AT&T CALNET	12/15/2017	20391	110141471	9391011961 11/28	\$230.18
		12/15/2017	20391	110141471	9391011963 11/28	\$16.24
		12/15/2017	20391	110141471	9391011965 11/28	\$34.89
		12/15/2017	20391	110141471	9391011966 11/28	\$53.40
		12/15/2017	20391	110141471	9391011971 11/28	\$34.80
		12/15/2017	20391	110141471	9391011972 11/28	\$132.92
		12/15/2017	20391	110141471	9391011973 11/28	\$32.40
		12/15/2017	20391	110141471	9391011975 11/28	\$3,425.72
		12/15/2017	20391	110141471	9391011976 11/28	\$883.17
		12/15/2017	20391	110141471	9391011978 11/28	\$768.30
		12/15/2017	20391	110141471	9391011979 11/28	\$73.81
		12/15/2017	20391	110141471	9391023157 11/28	\$16.20
		12/15/2017	20391	110141471	9391023158 11/28	\$33.50
		12/15/2017	20391	110141471	9391023159 11/28	\$16.20
		12/15/2017	20391	110141471	9391052504 11/28	\$274.14
		12/15/2017	20391	110141471	9391052507 11/28	\$274.14
		12/15/2017	20391	110141471	9391057787 11/28	\$359.01
		12/15/2017	20391	110141471	9391060716 11/28	\$85.60
		12/15/2017	20391	420515131	9391011964 11/28	\$34.80
		12/15/2017	20391	420515131	9391011967 11/28	\$0.23
		12/15/2017	20391	420515131	9391011977 11/28	\$545.31
		12/15/2017	20391	475141471	9391063120 11/28	\$215.87

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176729	AT&T CALNET	12/15/2017	20391	510707903	9391063405 11/28	\$97.86
<b>AT&amp;T CALNET</b>						<b>Total Check Amount: \$7,638.69</b>
176730	THE BANK OF NEW YORK MELLON	12/15/2017	16062	110141431	ADM FEE DEC17-NOV18	\$2,200.00
		12/15/2017	16062	110141431	INV TRFEE DEC17-NOV18	\$250.00
		12/15/2017	16062	110141431	MISC:2010 REV BONDS	\$147.00
<b>THE BANK OF NEW YORK MELLON</b>						<b>Total Check Amount: \$2,597.00</b>
176731	BARTEL ASSOCIATES, LLC	12/15/2017	18970	110141431	CALPERS POOL ANALYSIS	\$479.00
		12/15/2017	18970	110141431	OPEB EVALUATION OCT17	\$1,907.00
<b>BARTEL ASSOCIATES, LLC</b>						<b>Total Check Amount: \$2,386.00</b>
176732	LISA AND/OR NICK BOOTH	12/15/2017	27256	110000000	COST CENTER REFUND	\$99.00
<b>LISA AND/OR NICK BOOTH</b>						<b>Total Check Amount: \$99.00</b>
176733	BREA DOWNTOWN OWNERS' ASSOCIATION	12/15/2017	13223	110000000	COST CENTER REFUND	\$200.00
<b>BREA DOWNTOWN OWNERS' ASSOCIATION</b>						<b>Total Check Amount: \$200.00</b>
176734	ERIC CHUNG	12/15/2017	25795	110000000	COST CENTER REFUND	\$124.00
<b>ERIC CHUNG</b>						<b>Total Check Amount: \$124.00</b>
176735	CINTAS FAS	12/15/2017	24347	110404542	FIRST AID SUPPLS:THTR	\$41.53
<b>CINTAS FAS</b>						<b>Total Check Amount: \$41.53</b>
176736	CITY OF BREA - WATER DEPT	12/15/2017	2039	341515112	WATER 9/8-11/8	\$5,082.58
		12/15/2017	2039	343515112	WATER 9/8-11/8	\$3,509.68
		12/15/2017	2039	345515112	WATER 9/8-11/8	\$7,614.02
		12/15/2017	2039	346515112	WATER 9/8-11/8	\$24,252.58
		12/15/2017	2039	347515112	WATER 9/8-11/8	\$2,051.24
		12/15/2017	2039	880515113	WATER 9/8-11/8	\$112.12
<b>CITY OF BREA - WATER DEPT</b>						<b>Total Check Amount: \$42,622.22</b>
176737	CITY OF FULLERTON	12/15/2017	12001	510707707	SHARE:BREA BLVD TSSP	\$86,884.08
<b>CITY OF FULLERTON</b>						<b>Total Check Amount: \$86,884.08</b>
176738	COMMUNITY BANK	12/15/2017	22145	510707318	ESCROW#14917074 SEP17	\$17,832.89
<b>COMMUNITY BANK</b>						<b>Total Check Amount: \$17,832.89</b>
176739	COMMUNITY BANK	12/15/2017	22145	510707318	ESCROW#14917074 OCT17	\$46,327.59
<b>COMMUNITY BANK</b>						<b>Total Check Amount: \$46,327.59</b>
176740	SUSAN COPSEY	12/15/2017	27259	110000000	COST CENTER REFUND	\$118.00
<b>SUSAN COPSEY</b>						<b>Total Check Amount: \$118.00</b>
176741	COUNTY OF ORANGE	12/15/2017	4799	110212122	OCATS/SWITCHER NOV17	\$653.00
<b>COUNTY OF ORANGE</b>						<b>Total Check Amount: \$653.00</b>
176742	NICHOLAS CRUZ	12/15/2017	27250	110000000	COST CENTER REFUND	\$102.00
<b>NICHOLAS CRUZ</b>						<b>Total Check Amount: \$102.00</b>
176743	EDISON CO	12/15/2017	3343	110515121	ELECTRICITY NOV/DEC17	\$1,207.19
		12/15/2017	3343	110515125	ELECTRICITY NOV/DEC17	\$4,679.25

## City Check Register for: Dec 15, 2017

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
176743	EDISON CO	12/15/2017	3343	420515131	ELECTRICITY NOV/DEC17	\$32,981.12
<b>EDISON CO</b>						<b>Total Check Amount: \$38,867.56</b>
176744	FIRST AMERICAN TITLE COMPANY	12/15/2017	25883	110323213	TITLE REPORT	\$1,000.00
<b>FIRST AMERICAN TITLE COMPANY</b>						<b>Total Check Amount: \$1,000.00</b>
176745	FRANCHISE TAX BOARD	12/15/2017	13287	110	CD-9120-02824 120817	\$184.92
<b>FRANCHISE TAX BOARD</b>						<b>Total Check Amount: \$184.92</b>
176746	GREENBELT GROWERS, INC.	12/15/2017	27171	110515143	PLANTS	\$240.09
<b>GREENBELT GROWERS, INC.</b>						<b>Total Check Amount: \$240.09</b>
176747	MARIE HEUER	12/15/2017	23940	110000000	COST CENTER REFUND	\$168.00
<b>MARIE HEUER</b>						<b>Total Check Amount: \$168.00</b>
176748	IN TIME SERVICES INC	12/15/2017	20876	950000000	ILJAO ISELINK NOV17	\$1,323.12
<b>IN TIME SERVICES INC</b>						<b>Total Check Amount: \$1,323.12</b>
176749	ANDY JIMENEZ	12/15/2017	27254	110000000	COST CENTER REFUND	\$74.00
<b>ANDY JIMENEZ</b>						<b>Total Check Amount: \$74.00</b>
176750	SEAN JUELCH	12/15/2017	27252	110000000	COST CENTER REFUND	\$8.00
<b>SEAN JUELCH</b>						<b>Total Check Amount: \$8.00</b>
176751	PATRICK KONG-JUAN YI	12/15/2017	27253	110000000	COST CENTER REFUND	\$168.00
<b>PATRICK KONG-JUAN YI</b>						<b>Total Check Amount: \$168.00</b>
176752	SHUOWEI LIN	12/15/2017	27236	110000000	COST CENTER REFUND	\$168.00
<b>SHUOWEI LIN</b>						<b>Total Check Amount: \$168.00</b>
176753	LUCAS BUILDERS, INC.	12/15/2017	26671	510707929	LAGOS DE MORENO OCT17	\$186,770.00
<b>LUCAS BUILDERS, INC.</b>						<b>Total Check Amount: \$186,770.00</b>
176754	LUCAS BUILDERS, INC.	12/15/2017	26671	510707873	TRACKS S2/S3 RR OCT17	\$225,082.60
<b>LUCAS BUILDERS, INC.</b>						<b>Total Check Amount: \$225,082.60</b>
176755	PACIFIC MH CONSTRUCTION, INC.	12/15/2017	26636	290323215	1051 SITEDR#171	\$10,970.00
<b>PACIFIC MH CONSTRUCTION, INC.</b>						<b>Total Check Amount: \$10,970.00</b>
176756	FIORINO J. PANZA	12/15/2017	27251	110000000	COST CENTER REFUND	\$64.50
<b>FIORINO J. PANZA</b>						<b>Total Check Amount: \$64.50</b>
176757	STACY PERR	12/15/2017	23183	110000000	COST CENTER REFUND	\$213.00
<b>STACY PERR</b>						<b>Total Check Amount: \$213.00</b>
176758	PLUMBING WHOLESALE OUTLET, INC.	12/15/2017	18392	110515141	RR VALVE PARTS	\$17.78
<b>PLUMBING WHOLESALE OUTLET, INC.</b>						<b>Total Check Amount: \$17.78</b>
176759	LEO AND/OT KAY PRICHARD	12/15/2017	25383	110000000	COST CENTER REFUND	\$19.00
<b>LEO AND/OT KAY PRICHARD</b>						<b>Total Check Amount: \$19.00</b>
176760	MICHELLE E. PROKOP	12/15/2017	26283	110000000	COST CENTER REFUND	\$168.00
<b>MICHELLE E. PROKOP</b>						<b>Total Check Amount: \$168.00</b>
176761	RED HAWK FIRE & SECURITY	12/15/2017	24636	475141471	SEMI-ANNL HALON INSP	\$375.00
<b>RED HAWK FIRE &amp; SECURITY</b>						<b>Total Check Amount: \$375.00</b>
176762	MARVIN SALAZAR	12/15/2017	27257	110000000	COST CENTER REFUND	\$77.00

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<b>MARVIN SALAZAR</b>						<b>Total Check Amount: \$77.00</b>
176763	SUSAN SAXE-CLIFFORD, PH.D.	12/15/2017	22693	110141481	HR PSYCH EVAL NOV17	\$3,750.00
<b>SUSAN SAXE-CLIFFORD, PH.D.</b>						<b>Total Check Amount: \$3,750.00</b>
176764	SHRED-IT USA	12/15/2017	7438	110212122	PD DOC DESTR 10/17/17	\$96.00
		12/15/2017	7438	110212122	PD DOC DESTR 10/31/17	\$121.00
		12/15/2017	7438	110212122	PD DOC DESTR 11/14/17	\$96.00
<b>SHRED-IT USA</b>						<b>Total Check Amount: \$313.00</b>
176765	THE STANDARD INSURANCE COMPANY	12/15/2017	15689	110	643015 OPT INS DEC17	\$1,956.25
<b>THE STANDARD INSURANCE COMPANY</b>						<b>Total Check Amount: \$1,956.25</b>
176766	THE STANDARD INSURANCE COMPANY	12/15/2017	15689	110	643015 LIFE INS DEC17	\$4,417.35
<b>THE STANDARD INSURANCE COMPANY</b>						<b>Total Check Amount: \$4,417.35</b>
176767	SWRCB	12/15/2017	14532	410515132	17/18 SWRCB PRMT FEES	\$14,230.00
<b>SWRCB</b>						<b>Total Check Amount: \$14,230.00</b>
176768	JEREMY TEDFORD	12/15/2017	27255	110000000	COST CENTER REFUND	\$121.00
<b>JEREMY TEDFORD</b>						<b>Total Check Amount: \$121.00</b>
176769	THEATREWORKS USA	12/15/2017	24961	110404542	DEP:CLICK CLACK MOO	\$750.00
<b>THEATREWORKS USA</b>						<b>Total Check Amount: \$750.00</b>
176770	BRUCE AND/OR KAREN THURSTON	12/15/2017	25123	110000000	COST CENTER REFUND	\$109.00
<b>BRUCE AND/OR KAREN THURSTON</b>						<b>Total Check Amount: \$109.00</b>
176771	TIME WARNER CABLE	12/15/2017	19304	110111143	CABLE CHGS 12/2-1/1	\$28.63
		12/15/2017	19304	110111151	CABLE CHGS 12/2-1/1	\$57.26
		12/15/2017	19304	110141411	CABLE CHGS 12/2-1/1	\$74.37
		12/15/2017	19304	110212111	CABLE CHGS 12/2-1/1	\$320.52
		12/15/2017	19304	110222211	CABLE CHGS 12/2-1/1	\$74.37
		12/15/2017	19304	110323212	CABLE CHGS 12/2-1/1	\$75.85
		12/15/2017	19304	110404211	CABLE 12/2-1/1 40955	\$99.31
		12/15/2017	19304	110404311	CABLE CHGS 12/2-1/1	\$18.56
		12/15/2017	19304	110404521	CABLE 12/2-1/1 15759	\$24.19
		12/15/2017	19304	420515131	CABLE 12/2-1/1 20981	\$112.36
		12/15/2017	19304	420515131	CABLE 12/2-1/1 49861	\$73.91
		12/15/2017	19304	490515151	CABLE CHGS 12/2-1/1	\$18.56
<b>TIME WARNER CABLE</b>						<b>Total Check Amount: \$977.89</b>
176772	TAT TSUI	12/15/2017	26055	110000000	COST CENTER REFUND	\$168.00
<b>TAT TSUI</b>						<b>Total Check Amount: \$168.00</b>
176773	U.S. POSTAL SERVICE	12/15/2017	3284	110111151	BREA LINE JAN/FEB18	\$2,927.67
<b>U.S. POSTAL SERVICE</b>						<b>Total Check Amount: \$2,927.67</b>
176774	GEORGE AND/OR THERESA ULLRICH	12/15/2017	24430	110000000	COST CENTER REFUND	\$406.00
<b>GEORGE AND/OR THERESA ULLRICH</b>						<b>Total Check Amount: \$406.00</b>
176775	UNITED RENTALS NORTHWEST, INC.	12/15/2017	7051	110515141	CONCRTE TRAILR RENTAL	\$193.95

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<b>UNITED RENTALS NORTHWEST, INC.</b>						<b>Total Check Amount:</b>
						<b>\$193.95</b>
176776	VETERINARY PET INS. CO.	12/15/2017	20975	110	4436 PET INS NOV 2017	\$286.30
<b>VETERINARY PET INS. CO.</b>						<b>Total Check Amount:</b>
						<b>\$286.30</b>
176777	TERRI WESTERGREN	12/15/2017	25602	110404521	ZUMBA GOLD 11/1-11/29	\$200.00
<b>TERRI WESTERGREN</b>						<b>Total Check Amount:</b>
						<b>\$200.00</b>
176778	XEROX CORPORATION	12/15/2017	3349	110141441	CLR CPIER/PRNTR NOV17	\$1,507.07
		12/15/2017	3349	110141441	COLOR COPY MACH NOV17	\$309.35
		12/15/2017	3349	110141441	ENV LBL SOFTWARE NOV17	\$288.50
		12/15/2017	3349	110141441	LEASE-EAST WALL NOV17	\$1,961.10
		12/15/2017	3349	110141441	LEASE-WEST WALL NOV17	\$1,657.85
		12/15/2017	3349	110141441	SOFTWARE MAINT NOV17	\$113.40
		12/15/2017	3349	110141441	SRVR/MNTR EAST NOV17	\$275.95
		12/15/2017	3349	110141441	SRVR/MNTR WEST NOV17	\$275.95
<b>XEROX CORPORATION</b>						<b>Total Check Amount:</b>
						<b>\$6,389.17</b>
176779	JOSEPH YANG	12/15/2017	25085	110000000	COST CENTER REFUND	\$114.00
<b>JOSEPH YANG</b>						<b>Total Check Amount:</b>
						<b>\$114.00</b>
						<b>Check Subtotal</b>
						<b>\$1,957,475.25</b>
V26721	ADMINISTRATIVE & PROF	12/15/2017	3344	110	DED:4010 APEA DUES	\$540.00
<b>ADMINISTRATIVE &amp; PROF</b>						<b>Total Check Amount:</b>
						<b>\$540.00</b>
V26722	JUDY ALLEN	12/15/2017	20447	110404215	CLASS INSTRUCTOR BCC	\$216.00
<b>JUDY ALLEN</b>						<b>Total Check Amount:</b>
						<b>\$216.00</b>
V26723	JANET BIRCH	12/15/2017	25982	110404521	YOGA SR CTR OCT 2017	\$125.00
<b>JANET BIRCH</b>						<b>Total Check Amount:</b>
						<b>\$125.00</b>
V26724	CHRISTINE BOATNER	12/15/2017	18460	110404215	ADMIN:BECKMAN	\$357.00
		12/15/2017	18460	110404215	CLASS INSTRUCTOR:BCC	\$425.00
<b>CHRISTINE BOATNER</b>						<b>Total Check Amount:</b>
						<b>\$782.00</b>
V26725	BPSEA MEMORIAL FOUNDATION	12/15/2017	14990	110	DED:4050 MEMORIAL	\$234.50
<b>BPSEA MEMORIAL FOUNDATION</b>						<b>Total Check Amount:</b>
						<b>\$234.50</b>
V26726	BREA CITY EMPLOYEES ASSOCIATION	12/15/2017	3236	110	DED:4005 BCEA DUES	\$640.00
<b>BREA CITY EMPLOYEES ASSOCIATION</b>						<b>Total Check Amount:</b>
						<b>\$640.00</b>
V26727	BREA FIREFIGHTERS ASSOCIATION	12/15/2017	3237	110	DED:4016 ASSOC DUES	\$2,389.00
<b>BREA FIREFIGHTERS ASSOCIATION</b>						<b>Total Check Amount:</b>
						<b>\$2,389.00</b>
V26728	BREA POLICE ASSOCIATION	12/15/2017	3769	110	DED:4030 BPA REG	\$3,550.00
<b>BREA POLICE ASSOCIATION</b>						<b>Total Check Amount:</b>
						<b>\$3,550.00</b>
V26729	BREA POLICE ATHLETIC LEAGUE	12/15/2017	1068	110	DED:5010 B.P.A.L.	\$112.50
<b>BREA POLICE ATHLETIC LEAGUE</b>						<b>Total Check Amount:</b>
						<b>\$112.50</b>
V26730	BREA POLICE MANAGEMENT ASSOCIATION	12/15/2017	21189	110	DED:4019 LDF DUES	\$14.50
		12/15/2017	21189	110	DED:4020 ASSOC DUES	\$227.50

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>BREA POLICE MANAGEMENT ASSOCIATION</b>						<b>Total Check Amount: \$242.00</b>
V26731	CALIFORNIA DOMESTIC WATER CO	12/15/2017	3388	420515131	WATER CONSMPTION 1117	\$225,365.76
<b>CALIFORNIA DOMESTIC WATER CO</b>						<b>Total Check Amount: \$225,365.76</b>
V26732	CALIFORNIA RETROFIT, INC	12/15/2017	4447	110515141	WALKWAY LIGHT BALLAST	\$86.20
<b>CALIFORNIA RETROFIT, INC</b>						<b>Total Check Amount: \$86.20</b>
V26733	ARLINDA CANTU	12/15/2017	26312	110404215	PERSONAL TRAINER:BCC	\$350.00
		12/15/2017	26312	110404215	SILVER SNEAKERS:BCC	\$75.00
<b>ARLINDA CANTU</b>						<b>Total Check Amount: \$425.00</b>
V26734	CHANDLER ASSET MANAGEMENT, INC.	12/15/2017	4375	110000000	INV MGMT CITY NOV17	\$18.83
		12/15/2017	4375	420141424	INV MGMT CITY NOV17	\$231.84
		12/15/2017	4375	630323219	INV MGMT SA NOV 2017	\$247.50
		12/15/2017	4375	875000000	INV MGMT CITY NOV17	\$59.68
		12/15/2017	4375	890000000	INV MGMT CITY NOV17	\$32.38
		12/15/2017	4375	930000000	INV MGMT CITY NOV17	\$4,114.59
<b>CHANDLER ASSET MANAGEMENT, INC.</b>						<b>Total Check Amount: \$4,704.82</b>
V26735	CINTAS CORPORATION #640	12/15/2017	25884	110212131	UNIFORM SVCS NOV 2017	\$106.50
		12/15/2017	25884	110515121	UNIFORM SVCS NOV 2017	\$47.74
		12/15/2017	25884	110515125	UNIFORM SVCS NOV 2017	\$92.93
		12/15/2017	25884	110515141	UNIFORM SVCS NOV 2017	\$230.90
		12/15/2017	25884	110515143	UNIFORM SVCS NOV 2017	\$31.10
		12/15/2017	25884	110515144	UNIFORM SVCS NOV 2017	\$535.61
		12/15/2017	25884	420515131	UNIFORM SVCS NOV 2017	\$202.34
		12/15/2017	25884	430515123	UNIFORM SVCS NOV 2017	\$85.40
		12/15/2017	25884	440515126	UNIFORM SVCS NOV 2017	\$40.00
		12/15/2017	25884	480515161	UNIFORM SVCS NOV 2017	\$310.24
		12/15/2017	25884	490515151	UNIFORM SVCS NOV 2017	\$475.75
<b>CINTAS CORPORATION #640</b>						<b>Total Check Amount: \$2,158.51</b>
V26736	CLUB SERVICES	12/15/2017	16963	110404215	UPHOLSTERY SVC 11/14	\$445.46
<b>CLUB SERVICES</b>						<b>Total Check Amount: \$445.46</b>
V26737	COMLOCK SECURITY-GROUP	12/15/2017	13625	110515141	KEYS/PADLOCKS	\$17.02
		12/15/2017	13625	360515145	KEYS/PADLOCKS	\$45.15
<b>COMLOCK SECURITY-GROUP</b>						<b>Total Check Amount: \$62.17</b>
V26738	DANGELO CO	12/15/2017	4562	110515144	IRRIGATION PARTS	\$55.60
<b>DANGELO CO</b>						<b>Total Check Amount: \$55.60</b>
V26739	DAVID EVANS AND ASSOCIATES, INC.	12/15/2017	20981	510707946	TRKS FSBLTY 0924-1028	\$1,550.00
<b>DAVID EVANS AND ASSOCIATES, INC.</b>						<b>Total Check Amount: \$1,550.00</b>
V26740	DE LAGE LANDEN FINANCIAL SERVICES	12/15/2017	23311	110141441	DISPATCH NOV/DEC17	\$238.50
		12/15/2017	23311	110141441	FIRE STN #1 NOV/DEC17	\$88.13



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V26740	DE LAGE LANDEN FINANCIAL SERVICES	12/15/2017	23311	110141441	FIRE STN #2 NOV/DEC17	\$255.06
		12/15/2017	23311	110141441	FIRE STN #4 NOV/DEC17	\$88.13
		12/15/2017	23311	110141441	ST CTR NOV/DEC17	\$238.51
<b>DE LAGE LANDEN FINANCIAL SERVICES</b>					<b>Total Check Amount:</b>	<b>\$908.33</b>
V26741	DENNIS GRUBB & ASSOCIATES, LLC.	12/15/2017	25568	110222231	PLANCHECK SVCS DS8843	\$94.00
<b>DENNIS GRUBB &amp; ASSOCIATES, LLC.</b>					<b>Total Check Amount:</b>	<b>\$94.00</b>
V26742	ROWENA DHINGRA	12/15/2017	25697	110404215	PILATES:BCC	\$60.00
<b>ROWENA DHINGRA</b>					<b>Total Check Amount:</b>	<b>\$60.00</b>
V26743	MICHAEL DURALDE	12/15/2017	25228	110404215	BECKMAN FITNESS	\$156.00
		12/15/2017	25228	110404215	BURN THE BIRD WORKOUT	\$457.00
		12/15/2017	25228	110404215	CLASS INSTRUCTOR:BCC	\$260.00
		12/15/2017	25228	110404215	FIT U;BEGINNERS GUIDE	\$376.00
		12/15/2017	25228	110404215	PERSONAL TRAINER:BCC	\$633.00
		12/15/2017	25228	110404215	THE BREA MOVEMENT	\$1,094.40
<b>MICHAEL DURALDE</b>					<b>Total Check Amount:</b>	<b>\$2,976.40</b>
V26744	MYRA DUVALL	12/15/2017	18083	110404215	YOGA:BCC	\$300.00
<b>MYRA DUVALL</b>					<b>Total Check Amount:</b>	<b>\$300.00</b>
V26745	EQUIPMENT DIRECT INC	12/15/2017	4522	110515141	SAFETY GEAR	\$79.94
		12/15/2017	4522	110515144	SAFETY GEAR	\$94.70
		12/15/2017	4522	490515151	FIRST AID SUPPLIES	\$109.09
<b>EQUIPMENT DIRECT INC</b>					<b>Total Check Amount:</b>	<b>\$283.73</b>
V26746	HEATHER ESTRADA	12/15/2017	27351	110141481	REIMB:TREE TRMMNG EXP	\$13.33
<b>HEATHER ESTRADA</b>					<b>Total Check Amount:</b>	<b>\$13.33</b>
V26747	GAIL EVERTSEN	12/15/2017	10141	110212111	MILEAGE DEC 2017	\$21.40
<b>GAIL EVERTSEN</b>					<b>Total Check Amount:</b>	<b>\$21.40</b>
V26748	FILARSKY & WATT LLP	12/15/2017	2043	110141481	LEGAL SVCS NOV 2017	\$697.50
<b>FILARSKY &amp; WATT LLP</b>					<b>Total Check Amount:</b>	<b>\$697.50</b>
V26749	FUSCOE ENGINEERING, INC.	12/15/2017	18052	110000000	BREA PLUMBING WQMD	\$966.00
		12/15/2017	18052	410515132	NPDES SVCS OCT 2017	\$4,737.00
<b>FUSCOE ENGINEERING, INC.</b>					<b>Total Check Amount:</b>	<b>\$5,703.00</b>
V26750	GALE SUPPLY COMPANY	12/15/2017	21090	110515141	TRASH LINERS/SOAP	\$381.44
		12/15/2017	21090	110515144	TRASH LINERS/SOAP	\$129.30
		12/15/2017	21090	490515151	TRASH LINERS	\$249.55
<b>GALE SUPPLY COMPANY</b>					<b>Total Check Amount:</b>	<b>\$760.29</b>
V26751	MELISSA GIFFORD	12/15/2017	10645	110404215	CLASS INSTRUCTOR:BCC	\$250.00
		12/15/2017	10645	110404215	PERSONAL TRAINER:BCC	\$30.86
<b>MELISSA GIFFORD</b>					<b>Total Check Amount:</b>	<b>\$280.86</b>
V26752	MARTHA H. GODLASKY	12/15/2017	26983	110404524	COUNSELING SVCS	\$402.50

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NOV17						
<b>MARTHA H. GODLASKY</b>					<b>Total Check Amount:</b>	<b>\$402.50</b>
V26753	DON GOLDEN	12/15/2017	10729	110000000	INSP SVCS 11/23-12/6	\$187.62
		12/15/2017	10729	110000000	INSP SVCS 11/24-12/6	\$7,473.53
		12/15/2017	10729	110323242	INSP SVCS 11/24-12/6	\$1,266.44
		12/15/2017	10729	510707903	INSP SVCS 11/24-12/6	\$62.54
<b>DON GOLDEN</b>					<b>Total Check Amount:</b>	<b>\$8,990.13</b>
V26754	MONA HERNANDEZ	12/15/2017	23114	110404215	MASSAGE THERAPIST BCC	\$352.50
<b>MONA HERNANDEZ</b>					<b>Total Check Amount:</b>	<b>\$352.50</b>
V26755	HOUSING PROGRAMS	12/15/2017	26542	280323215	HSG RH SVC 10/1-11/30	\$5,100.00
<b>HOUSING PROGRAMS</b>					<b>Total Check Amount:</b>	<b>\$5,100.00</b>
V26756	HUNTINGTON COURT REPORTS&TRANSCRIP.	12/15/2017	18131	110212122	TRNSCRPTN 11/16-11/30	\$59.04
<b>HUNTINGTON COURT REPORTS&amp;TRANSCRIP.</b>					<b>Total Check Amount:</b>	<b>\$59.04</b>
V26757	IMPERIAL SPRINKLER SUPPLY	12/15/2017	24260	110515141	IRRIGATION PARTS	\$66.52
<b>IMPERIAL SPRINKLER SUPPLY</b>					<b>Total Check Amount:</b>	<b>\$66.52</b>
V26758	INFANTE MEDIA	12/15/2017	24628	110404542	SISTER ACT PAYOUT #1	\$6,000.00
<b>INFANTE MEDIA</b>					<b>Total Check Amount:</b>	<b>\$6,000.00</b>
V26759	INK LINK INC	12/15/2017	22423	110404213	BRIDAL SHOW BANNER	\$231.66
<b>INK LINK INC</b>					<b>Total Check Amount:</b>	<b>\$231.66</b>
V26760	JACKSON'S AUTO SUPPLY	12/15/2017	1143	110515125	PAINT, DT GRAFFITI	\$7.74
		12/15/2017	1143	480515161	AUTO SUPPLIES	\$7,532.85
		12/15/2017	1143	490515151	HVAC REPAIR @ FS 2	\$38.50
<b>JACKSON'S AUTO SUPPLY</b>					<b>Total Check Amount:</b>	<b>\$7,579.09</b>
V26761	MARY JOHNSON	12/15/2017	27349	110404215	MASSAGE THERAPIST BCC	\$277.50
<b>MARY JOHNSON</b>					<b>Total Check Amount:</b>	<b>\$277.50</b>
V26762	KELLY PAPER	12/15/2017	7039	110141441	PAPER	\$53.01
		12/15/2017	7039	110141441	SUPPLIES	\$165.94
		12/15/2017	7039	110404215	PAPER	\$158.10
<b>KELLY PAPER</b>					<b>Total Check Amount:</b>	<b>\$377.05</b>
V26763	KAREN KIESS	12/15/2017	21414	110404215	CLASS INSTRUCTOR:BCC	\$192.00
<b>KAREN KIESS</b>					<b>Total Check Amount:</b>	<b>\$192.00</b>
V26764	MICHELLE KIM	12/15/2017	25823	110404214	KARATE	\$528.00
<b>MICHELLE KIM</b>					<b>Total Check Amount:</b>	<b>\$528.00</b>
V26765	MARSHALL KING	12/15/2017	20807	110404215	PERSONAL TRAINER"BCC	\$249.50
<b>MARSHALL KING</b>					<b>Total Check Amount:</b>	<b>\$249.50</b>
V26766	LA HABRA FENCE CO., INC.	12/15/2017	3120	110515141	FENCE PARTS	\$27.06
<b>LA HABRA FENCE CO., INC.</b>					<b>Total Check Amount:</b>	<b>\$27.06</b>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V26767	FRANCESCO LA TORRE	12/15/2017	24398	110404521	MILEAGE NOV 2017	\$25.68
<b>FRANCESCO LA TORRE</b>						<b>Total Check Amount: \$25.68</b>
V26768	DOLLY LAI	12/15/2017	18084	110404215	YOGA:BCC	\$60.00
<b>DOLLY LAI</b>						<b>Total Check Amount: \$60.00</b>
V26769	RENEE F. LAVACOT	12/15/2017	6754	110404215	ZUMBA:BCC	\$275.00
<b>RENEE F. LAVACOT</b>						<b>Total Check Amount: \$275.00</b>
V26770	NATHANAEL LONKY	12/15/2017	27014	110404215	MASSAGE THERAPIST:BCC	\$237.50
<b>NATHANAEL LONKY</b>						<b>Total Check Amount: \$237.50</b>
V26771	TANYA LOSCUTOFF	12/15/2017	22092	110404215	CYCLE/ SUPERSCULPT:BCC	\$150.00
		12/15/2017	22092	110404215	PERSONAL TRAINER:BCC	\$575.00
		12/15/2017	22092	110404215	POWER TRAINING CLUB	\$130.00
<b>TANYA LOSCUTOFF</b>						<b>Total Check Amount: \$855.00</b>
V26772	MICAH MACIAS	12/15/2017	26340	110404215	ADMIN:BECKMAN	\$578.00
		12/15/2017	26340	110404215	CIRCUIT SPORT:BECKMAN	\$260.00
		12/15/2017	26340	110404215	PERSONAL TRAINER:BCC	\$89.00
<b>MICAH MACIAS</b>						<b>Total Check Amount: \$927.00</b>
V26773	KRIS MARUMOTO	12/15/2017	17803	110404215	YOGA:BCC	\$250.00
		12/15/2017	17803	110404215	YOGA:BECKMAN	\$52.00
<b>KRIS MARUMOTO</b>						<b>Total Check Amount: \$302.00</b>
V26774	ANDREA MCGRANAHAN	12/15/2017	26046	110404215	CLASS INST BECKMAN	\$156.00
		12/15/2017	26046	110404215	CLASS INSTRUCTOR:BCC	\$600.00
		12/15/2017	26046	110404215	PERSONAL TRAINER:BCC	\$217.51
<b>ANDREA MCGRANAHAN</b>						<b>Total Check Amount: \$973.51</b>
V26775	KELLY MILLER	12/15/2017	27118	110404215	CARDIO KICK:BECKMAN	\$90.00
<b>KELLY MILLER</b>						<b>Total Check Amount: \$90.00</b>
V26776	JENNIFER MONZON-SCROFINI	12/15/2017	20158	110404215	CLASS INSTRUCTOR:BCC	\$225.00
<b>JENNIFER MONZON-SCROFINI</b>						<b>Total Check Amount: \$225.00</b>
V26777	NATASHA MOORE	12/15/2017	10711	110404215	BODY PUMP:BCC	\$120.00
<b>NATASHA MOORE</b>						<b>Total Check Amount: \$120.00</b>
V26778	NINYO & MOORE	12/15/2017	22134	510707873	TRKS S2/3 CONSULT OCT	\$1,578.25
		12/15/2017	22134	510707873	TRKS S2/3 GEOTECH OCT	\$640.00
<b>NINYO &amp; MOORE</b>						<b>Total Check Amount: \$2,218.25</b>
V26779	ORANGE COUNTY UNITED WAY	12/15/2017	3451	110	DED:5005 UNITED WAY	\$47.40
<b>ORANGE COUNTY UNITED WAY</b>						<b>Total Check Amount: \$47.40</b>
V26780	SHAUN OSHANN	12/15/2017	25949	460141474	MILEAGE:NOV 2017	\$570.68
<b>SHAUN OSHANN</b>						<b>Total Check Amount: \$570.68</b>
V26781	PIERRE PASA	12/15/2017	11096	110404215	CARDIO KICK:BCC	\$279.00
<b>PIERRE PASA</b>						<b>Total Check Amount: \$279.00</b>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V26782	HERMAN PERDOMO JR,	12/15/2017	20265	110404215	BODY PUMP:BCC	\$75.00
<b>HERMAN PERDOMO JR,</b>						<b>Total Check Amount: \$75.00</b>
V26783	IRACEMA PERDOMO	12/15/2017	14135	110404215	CYCLE/BODY PUMP:BCC	\$225.00
<b>IRACEMA PERDOMO</b>						<b>Total Check Amount: \$225.00</b>
V26784	PLACEWORKS, INC.	12/15/2017	26720	110323231	DT CORE WORK OCT 2017	\$9,185.00
<b>PLACEWORKS, INC.</b>						<b>Total Check Amount: \$9,185.00</b>
V26785	QUALITY PLACEMENT AUTHORITY, LLC	12/15/2017	27027	110141411	TEMPSTAFF 11/20-11/26	\$463.32
<b>QUALITY PLACEMENT AUTHORITY, LLC</b>						<b>Total Check Amount: \$463.32</b>
V26786	KEVIN REBHAN	12/15/2017	27350	110404215	PERSONAL TRAINER BCC	\$61.00
<b>KEVIN REBHAN</b>						<b>Total Check Amount: \$61.00</b>
V26787	BRANDICE ROGERS	12/15/2017	26780	110404215	CIRCUIT SPORT:BCC	\$69.00
<b>BRANDICE ROGERS</b>						<b>Total Check Amount: \$69.00</b>
V26788	MICHAEL RYAN	12/15/2017	12856	460141474	MILEAGE:NOV 2017	\$100.58
<b>MICHAEL RYAN</b>						<b>Total Check Amount: \$100.58</b>
V26789	VINCENT SANCHEZ	12/15/2017	26162	460141474	MILEAGE:NOV 2017	\$615.25
<b>VINCENT SANCHEZ</b>						<b>Total Check Amount: \$615.25</b>
V26790	SANDLER BROTHERS	12/15/2017	18004	110515141	RAGS	\$206.88
		12/15/2017	18004	110515144	RAGS	\$81.46
<b>SANDLER BROTHERS</b>						<b>Total Check Amount: \$288.34</b>
V26791	JOSHUA SAZDANOFF	12/15/2017	21272	110404215	PERSONAL TRAINER:BCC	\$81.00
<b>JOSHUA SAZDANOFF</b>						<b>Total Check Amount: \$81.00</b>
V26792	SC FUELS	12/15/2017	16654	480515161	UNL DIESEL 1789 GAL	\$15,758.98
<b>SC FUELS</b>						<b>Total Check Amount: \$15,758.98</b>
V26793	LAURENE SCHULZE	12/15/2017	18034	110404215	YOGA:BCC	\$69.00
<b>LAURENE SCHULZE</b>						<b>Total Check Amount: \$69.00</b>
V26794	BRANDI SCHUMACHER	12/15/2017	26514	110404215	YOGA:BECKMAN	\$104.00
<b>BRANDI SCHUMACHER</b>						<b>Total Check Amount: \$104.00</b>
V26795	HEIDE SHAKERI	12/15/2017	11756	110404215	LOW IMPACT:BCC	\$180.00
<b>HEIDE SHAKERI</b>						<b>Total Check Amount: \$180.00</b>
V26796	ISMAEL O SILVA	12/15/2017	24370	110404215	ZUMBA:BCC	\$390.00
<b>ISMAEL O SILVA</b>						<b>Total Check Amount: \$390.00</b>
V26797	SITEONE LANDSCAPE SUPPLY, LLC	12/15/2017	25942	110515141	TOOLS/IRRIGATION PARTS	\$934.11
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>						<b>Total Check Amount: \$934.11</b>
V26798	WHITNEY SOLENBERGER	12/15/2017	26744	110404215	YOGA:BCC	\$23.00
		12/15/2017	26744	110404215	YOGA:BECKMAN	\$115.00
<b>WHITNEY SOLENBERGER</b>						<b>Total Check Amount: \$138.00</b>
V26799	TOTAL ADMINISTRATIVE SERVICE CORP.	12/15/2017	26017	110	DED:808B FSA DEPCAR	\$1,652.49
		12/15/2017	26017	110	DED:808C FSA UR MED	\$4,508.79
<b>TOTAL ADMINISTRATIVE SERVICE CORP.</b>						<b>Total Check Amount: \$6,161.28</b>

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V26800	TROPICAL PLAZA NURSERY, INC	12/15/2017	2062	343515112	REMOVE VINE-BIRCH ST	\$120.00
		12/15/2017	2062	346515112	TREE BRANCH REMOVAL	\$60.00
<b>TROPICAL PLAZA NURSERY, INC</b>					<b>Total Check Amount:</b>	<b>\$180.00</b>
V26801	LETICIA TRUJILLO	12/15/2017	22054	110404215	CLASS INSTRUCTOR:BCC	\$144.00
<b>LETICIA TRUJILLO</b>					<b>Total Check Amount:</b>	<b>\$144.00</b>
V26802	EDEN TURNER	12/15/2017	21951	110404215	BODY PUMP:BCC	\$192.00
<b>EDEN TURNER</b>					<b>Total Check Amount:</b>	<b>\$192.00</b>
V26803	UNITED ROTARY BRUSH CORPORATION	12/15/2017	16649	480515161	SWEEPER BROOMS (2)	\$204.42
<b>UNITED ROTARY BRUSH CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$204.42</b>
V26804	US BANK XX0338 CITY MGR	12/15/2017	24704	110111111	CALCARD CM 112217	\$6,826.55
		12/15/2017	24704	110111143	CALCARD CM 112217	\$1,973.24
		12/15/2017	24704	110111161	CALCARD CM 112217	\$238.13
		12/15/2017	24704	110404311	CALCARD CM 112217	\$65.00
		12/15/2017	24704	480515161	CALCARD CM 112217	\$53.72
<b>US BANK XX0338 CITY MGR</b>					<b>Total Check Amount:</b>	<b>\$9,156.64</b>
V26805	US BANK XX0312 HR	12/15/2017	24776	110	CALCARD HR 112217TX	(\$0.83)
		12/15/2017	24776	110111111	CALCARD HR 112217	\$147.96
		12/15/2017	24776	110141431	CALCARD HR 112217	\$124.19
		12/15/2017	24776	110141481	CALCARD HR 112217	\$1,356.87
		12/15/2017	24776	110141481	CALCARD HR 112217TX	\$0.83
<b>US BANK XX0312 HR</b>					<b>Total Check Amount:</b>	<b>\$1,629.02</b>
V26808	US BANK XX0593 COMM SVC	12/15/2017	24777	110	CALCARD CS 112217	\$315.60
		12/15/2017	24777	110	CALCARD CS 112217TX	(\$18.26)
		12/15/2017	24777	110111111	CALCARD CS 112217	\$154.89
		12/15/2017	24777	110404154	CALCARD CS 112217	\$16.84
		12/15/2017	24777	110404154	CALCARD CS 112217TX	\$1.31
		12/15/2017	24777	110404211	CALCARD CS 112217	\$232.89
		12/15/2017	24777	110404213	CALCARD CS 112217	\$197.98
		12/15/2017	24777	110404215	CALCARD CS 112217	\$2,525.08
		12/15/2017	24777	110404217	CALCARD CS 112217	\$611.31
		12/15/2017	24777	110404224	CALCARD CS 112217	\$124.51
		12/15/2017	24777	110404311	CALCARD CS 112217	\$1,707.72
		12/15/2017	24777	110404420	CALCARD CS 112217	\$1,712.50
		12/15/2017	24777	110404420	CALCARD CS 112217TX	\$6.27
		12/15/2017	24777	110404421	CALCARD CS 112217	\$454.65
		12/15/2017	24777	110404424	CALCARD CS 112217	\$245.91
		12/15/2017	24777	110404425	CALCARD CS 112217	\$701.39
		12/15/2017	24777	110404425	CALCARD CS 112217TX	\$0.77

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V26808	US BANK XX0593 COMM SVC	12/15/2017	24777	110404429	CALCARD CS 112217	\$533.27
		12/15/2017	24777	110404521	CALCARD CS 112217	\$2,582.61
		12/15/2017	24777	110404523	CALCARD CS 112217	\$76.02
		12/15/2017	24777	110404525	CALCARD CS 112217	\$13.98
		12/15/2017	24777	110404541	CALCARD CS 112217	\$630.51
		12/15/2017	24777	110404542	CALCARD CS 112217	\$1,128.27
		12/15/2017	24777	110404542	CALCARD CS 112217TX	\$9.91
US BANK XX0593 COMM SVC					Total Check Amount:	\$13,965.93
V26809	US BANK XX0502 COMM & MKTG	12/15/2017	24778	110	CALCARD COMM 112217	(\$56.73)
		12/15/2017	24778	110111152	CALCARD COMM 112217	\$1,163.50
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$1,106.77
V26810	US BANK XX0353 COMM DEV	12/15/2017	24779	110	CALCARD CD 112217TX	(\$4.61)
		12/15/2017	24779	110111111	CALCARD CD 112217	\$7.52
		12/15/2017	24779	110323212	CALCARD CD 112217	\$606.68
		12/15/2017	24779	110323214	CALCARD CD 112217	\$426.26
		12/15/2017	24779	110323231	CALCARD CD 112217	\$245.11
		12/15/2017	24779	110323231	CALCARD CD 112217TX	\$4.61
		12/15/2017	24779	110323241	CALCARD CD 112217	\$241.93
		12/15/2017	24779	110323242	CALCARD CD 112217	\$645.00
		12/15/2017	24779	510707873	CALCARD CD 112217	\$316.60
US BANK XX0353 COMM DEV					Total Check Amount:	\$2,489.10
V26811	US BANK XX0270 ADMIN SVCS	12/15/2017	24781	110111111	CALCARD AD 112217	\$109.30
		12/15/2017	24781	110111161	CALCARD CC 112217	\$1,045.36
		12/15/2017	24781	110141411	CALCARD AD 112217	\$20.45
		12/15/2017	24781	110141414	CALCARD AD 112217	\$604.47
		12/15/2017	24781	110323212	CALCARD AD 112217	\$41.38
		12/15/2017	24781	110323214	CALCARD AD 112217	\$68.21
		12/15/2017	24781	110404311	CALCARD AD 112217	\$68.21
		12/15/2017	24781	110404421	CALCARD AD 112217	\$225.88
		12/15/2017	24781	110515111	CALCARD AD 112217	\$68.21
		12/15/2017	24781	475141471	CALCARD AD 112217	\$68.22
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$2,319.69
V26812	US BANK XX0650 FIRE	12/15/2017	24782	110	CALCARD FIRE 112217	\$1,345.50
		12/15/2017	24782	110	CALCARD FIRE 112217TX	(\$2.59)
		12/15/2017	24782	110222211	CALCARD FIRE 112217	\$552.82
		12/15/2017	24782	110222212	CALCARD FIRE 112217	\$156.46
		12/15/2017	24782	110222213	CALCARD FIRE 112217	\$74.55
		12/15/2017	24782	110222221	CALCARD FIRE 112217	\$730.18

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V26812	US BANK XX0650 FIRE	12/15/2017	24782	110222221	CALCARD FIRE 112217TX	\$2.59
		12/15/2017	24782	110222222	CALCARD FIRE 112217	\$557.00
		12/15/2017	24782	110222223	CALCARD FIRE 112217	\$1,000.56
		12/15/2017	24782	110222231	CALCARD FIRE 112217	\$0.00
<b>US BANK XX0650 FIRE</b>					<b>Total Check Amount:</b>	<b>\$4,417.07</b>
V26813	US BANK XX0346 IT	12/15/2017	24783	110212141	CALCARD IT 112217	\$1,267.14
		12/15/2017	24783	110404213	CALCARD IT 112217	\$37.83
		12/15/2017	24783	110515125	CALCARD IT 112217	\$79.33
		12/15/2017	24783	280323215	CALCARD IT 112217	\$9.95
		12/15/2017	24783	460	CALCARD IT 112217TX	(\$58.78)
		12/15/2017	24783	460141474	CALCARD IT 112217	\$1,597.72
		12/15/2017	24783	460141474	CALCARD IT 112217TX	\$58.78
		12/15/2017	24783	475	CALCARD IT 112217TX	(\$4.33)
		12/15/2017	24783	475141471	CALCARD IT 112217	\$1,688.04
		12/15/2017	24783	475141471	CALCARD IT 112217TX	\$4.33
<b>US BANK XX0346 IT</b>					<b>Total Check Amount:</b>	<b>\$4,680.01</b>
V26815	US BANK XX0221 PW	12/15/2017	24784	110111111	CALCARD PW 112217	\$663.62
		12/15/2017	24784	110515121	CALCARD PW 112217	\$254.08
		12/15/2017	24784	110515125	CALCARD PW 112217	\$227.20
		12/15/2017	24784	110515141	CALCARD PW 112217	\$310.40
		12/15/2017	24784	110515143	CALCARD PW 112217	\$11.74
		12/15/2017	24784	110515144	CALCARD PW 112217	\$81.71
		12/15/2017	24784	343515112	CALCARD PW 112217	\$52.29
		12/15/2017	24784	360515147	CALCARD PW 112217	\$8.60
		12/15/2017	24784	420515131	CALCARD PW 112217	\$124.30
		12/15/2017	24784	480515161	CALCARD PW 112217	\$5,455.32
		12/15/2017	24784	490515151	CALCARD PW 112217	\$1,062.87
<b>US BANK XX0221 PW</b>					<b>Total Check Amount:</b>	<b>\$8,252.13</b>
V26816	US BANK XX0544 POLICE	12/15/2017	24785	110212111	CALCARDS PD 112217	\$1,849.97
		12/15/2017	24785	110212121	CALCARDS PD 112217	\$540.19
		12/15/2017	24785	110212131	CALCARDS PD 112217	\$2,607.57
		12/15/2017	24785	470141483	CALCARDS PD 112217	\$47.95
		12/15/2017	24785	480515161	CALCARDS PD 112217	\$755.48
<b>US BANK XX0544 POLICE</b>					<b>Total Check Amount:</b>	<b>\$5,801.16</b>
V26817	US BANK XX3401 PW- ADMIN	12/15/2017	24786	110515111	CALCARD PW AD 112217	\$821.88
		12/15/2017	24786	110515171	CALCARD PW AD 112217	\$90.00
		12/15/2017	24786	410515132	CALCARD PW AD 112217	\$23.97
<b>US BANK XX3401 PW- ADMIN</b>					<b>Total Check Amount:</b>	<b>\$935.85</b>

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V26818	VAVRINEK, TRINE, DAY & CO., LLP	12/15/2017	27146	110141431	0139190/V26717 TO PO	(\$2,800.00)
		12/15/2017	27146	110141431	CAFR AUDIT NOV 2017	\$16,800.00
		12/15/2017	27146	110141431	CAFR AUDIT OCT 2017	\$2,800.00
		12/15/2017	27146	110141431	SINGLE AUDIT NOV 2017	\$3,000.00
		12/15/2017	27146	420141431	0139190/V26717 TO PO	(\$800.00)
		12/15/2017	27146	420141431	CAFR AUDIT NOV 2017	\$4,800.00
		12/15/2017	27146	420141431	CAFR AUDIT OCT 2017	\$800.00
		12/15/2017	27146	430141431	0139190/V26717 TO PO	(\$400.00)
		12/15/2017	27146	430141431	CAFR AUDIT NOV 2017	\$2,400.00
		12/15/2017	27146	430141431	CAFR AUDIT OCT 2017	\$400.00
		12/15/2017	27146	630323219	SUCCESSOR AGENCY NOV	\$1,600.00
		12/15/2017	27146	950000000	ILJAOC AUDIT NOV 2017	\$7,500.00
<b>VAVRINEK, TRINE, DAY &amp; CO., LLP</b>						<b>Total Check Amount:</b>
						<b>\$36,100.00</b>
V26819	VENDINI	12/15/2017	24179	110404542	BOX OFFICE PROC NOV17	\$800.25
<b>VENDINI</b>						<b>Total Check Amount:</b>
						<b>\$800.25</b>
V26820	JUANA VENTURA	12/15/2017	17752	110404215	CYCLE/ CIRCUISTPORT:BCC	\$50.00
		12/15/2017	17752	110404215	CYCLE:BECKMAN	\$104.00
<b>JUANA VENTURA</b>						<b>Total Check Amount:</b>
						<b>\$154.00</b>
V26821	WALTERS WHOLESALE ELECTRIC	12/15/2017	1667	490515151	ELECTRICAL PARTS	\$250.87
<b>WALTERS WHOLESALE ELECTRIC</b>						<b>Total Check Amount:</b>
						<b>\$250.87</b>
V26822	LINDA WATSON	12/15/2017	11871	110404215	YOGA:BCC	\$180.00
<b>LINDA WATSON</b>						<b>Total Check Amount:</b>
						<b>\$180.00</b>
V26823	WAXIE SANITARY SUPPLY	12/15/2017	3332	490515151	JANITORIAL SUPPLIES	\$4,503.86
<b>WAXIE SANITARY SUPPLY</b>						<b>Total Check Amount:</b>
						<b>\$4,503.86</b>
V26824	SARA WOODWARD	12/15/2017	26083	110212122	MILEAGE:NOV 2017	\$83.35
<b>SARA WOODWARD</b>						<b>Total Check Amount:</b>
						<b>\$83.35</b>
V26825	ZUMAR INDUSTRIES, INC.	12/15/2017	3802	510707212	INTRSCTN SIGN UPGRADE	\$1,565.35
<b>ZUMAR INDUSTRIES, INC.</b>						<b>Total Check Amount:</b>
						<b>\$1,565.35</b>
<b>Voucher Subtotal</b>						<b>\$427,432.26</b>

**TOTAL \$2,384,907.51**



City of Brea

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**COUNCIL AND COMMISSION COMMUNICATION**

**TO:** Honorable Mayor/Chair and City Council/Commission Members  
**FROM:** Bill Gallardo  
**DATE:** 12/19/2017  
**SUBJECT:** Brea Arts Corporation Annual Report for Fiscal Year 2016-17

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**RECOMMENDATION**

Receive and file.

**BACKGROUND/DISCUSSION**

The Brea Arts Corporation was formed on June 17, 1997, for the purpose of disseminating information to the public about cultural activities in the City of Brea.

The Brea Arts Corporation is a tax-exempt 501[c](3) organization for Federal and State income tax purposes. The organization did not incur expenditures within the legally established threshold required to file annual reports with the taxing agencies. This report has been prepared in lieu of such reports to provide a summary of activities. By using its tax-exempt status to mail information about its cultural activities, the Brea Arts Corporation avoided incurring approximately \$10,876.59 in postage costs during the year. This amount represents the savings in postage from using the standard mail nonprofit rate versus the standard mail regular rate (\$0.115 savings per piece x 94,579 pieces).

The annual report for fiscal year July 1, 2016 through June 30, 2017 was prepared by the Administrative Services Department with the assistance of the Community Services Department. The annual report includes two exhibits. Exhibit A, the Statement of Program Service Accomplishments, provides a description of activities during the past fiscal year. Exhibit B, the Summary of Promotional Activities for Program Events, gives a breakdown of the items mailed, postage costs, and attendance for each event. The state filing requirement deadline is January 31 for the prior fiscal year. The only action required by the Board is to receive and file.

**SUMMARY/FISCAL IMPACT**

No fiscal impact.

**RESPECTFULLY SUBMITTED**

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Management Analyst

Concurrence: Chris Emeterio, Community Services Director

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### **Attachments**

Exhibit A

Exhibit B

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**Brea Arts Corporation  
FY 2016-17 Annual Report**

**Statement of Program Service Accomplishments**

1. The primary purpose of the Brea Arts Corporation is to disseminate information to the public about cultural activities in the City of Brea, and to host the “Brea Fest,” which is an annual gathering in the City of Brea dedicated to the promotion of cultural arts.
2. During Fiscal Year 2016-17, the Brea Arts Corporation participated in the promotion of three different cultural functions held at the Brea Gallery (a fourth event was promoted during Fiscal Year 2015-16). The Brea Arts Corporation, promoting cultural events at the Brea Gallery, mailed a total 11,100 items during the reporting year.
  - a. The first exhibit overlapped fiscal years 2015-16 and 2016-17. It was called “Social Subconscious Invitational Exhibition” and was held from July 9, 2016 through September 16, 2016. From July 1, 2016 through September 16, 2016, the exhibit held one reception, four adult workshops, four group tours and one artist lecture. During this time, 2,464 people attended the exhibition.
  - b. The second exhibit was the “48<sup>th</sup> Annual Watercolor West International Exhibition,” and occurred between October 15, 2016 and December 18, 2016. One reception, three adult workshops, five watercolor demonstrations, five group tours and two city events were held while the exhibition was open. A total of 4,245 people attended the exhibition.
  - c. The third exhibition, entitled “Birth of Motion Pictures Exhibition,” was held from February 18, 2017 through April 14, 2017. It included one reception, two adult workshops, one city event and four group tours. In total, 2,196 people attended the exhibition.
  - d. The fourth and final exhibition was the “32<sup>nd</sup> Annual Made in California Juried Exhibition,” and was held from May 6, 2017 through June 30, 2017. The exhibit included one reception, two adult workshops, two artist in residence events and four group tours. A total of 2,045 people attended.

## **Exhibit A**

3. The Brea Arts Corporation also participated in mailing the annual seasonal program for the Curtis Theatre. A total of 31,853 brochures were mailed. There were 12 different theatrical productions that together held 70 performances throughout 2016-17. The total attendance for the year was 12,538. Additionally, there were 214 volunteers who participated in the productions, working approximately 1,174 hours.
4. The Brea Arts Corporation secured the permit from the California Department of Alcoholic Beverage Control for "Brea Fest," held on August 18, 2017 at the Brea Civic and Cultural Center. There were approximately 6,500 people in attendance.
5. The Brea Arts Corporation additionally participated in mailing promotional flyers for events held in the Community Center during the year. A total of 21,183 postcards were mailed for three different events. These events were entitled the "Nutcracker Craft Boutique," the "Spring Craft Boutique," and the "Women's Jewelry and Accessory Show." There were approximately 7,900 people combined who attended these events.

**Brea Arts Corporation  
FY 2016-17 Annual Report**

**Summary of Promotional Activities for Program Events**

	<b>Items Mailed</b>	<b>Postage Costs</b>	<b>Attendance</b>
<b>Gallery</b>			
Social Subconscious (postcard mailings went out in FY 2015-16 and exhibition took place in FY 2016-17)	N/A	N/A	2,464
48th Annual Watercolor West International Exhibition (announcement postcard)	3,700	\$ 882.79	4,245
Birth of Motion Pictures Exhibition (announcement postcard)	3,700	\$ 882.64	2,196
32nd Annual Made in California Juried Exhibition (announcement postcard)	3,700	\$ 909.35	2,045
Sub-Total	11,100	\$ 2,674.78	10,950
<b>Theatre</b>			
Annual Season Program Brochures	31,853	\$ 7,043.42	12,538 <sup>1</sup>
Other direct mail (postcards)	30,443	\$ 5,809.96	N/A
Sub-Total	62,296	\$ 12,853.38	12,538

**Exhibit B****Other**

Nutcracker Craft Boutique (announcement postcard)	7,061	\$ 1,057.49	4,900
Spring Craft Boutique (announcement postcard)	7,061	\$ 1,057.49	2,000
Women's Jewelry & Accessory Show (announcement postcard)	7,061	\$ 1,057.49	1,000
Sub-Total	21,183	\$ 3,172.47	7,900
Total	<b>94,579</b>	<b>\$ 18,700.63</b>	<b>31,388</b>

<sup>1</sup> = Total season attendance; excludes Rental Engagements & Performances

<sup>2</sup> = Postage costs are paid by the City of Brea on behalf of the Brea Arts Corporation