



**City Council, Successor Agency to the Brea
Redevelopment Agency, Brea Public Financing
Authority, Brea Community Benefit Financing Authority
and the Midbury Assessment Authority Agenda**

Tuesday, June 18, 2019

6:15 p.m. - Closed Session

6:30 p.m. - Study Session

7:00 p.m. - General Session

Christine Marick, Mayor

Marty Simonoff, Mayor Pro Tem

Cecilia Hupp, Council Member

Glenn Parker, Council Member

Steven Vargas, Council Member

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. 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. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

CLOSED SESSION
6:15 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

1. Public Comment

Closed Session may convene to consider matters of purchase / sale of real property (G. C. §54956.8), pending litigation [G.C. §54956.9(d)(1)], potential litigation [G.C. §54956.9(d)(2)(3) or (4)], liability claims (G. C. §54961) or personnel items (G.C. §54957.6). Records not available for public inspection.

2. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation.

Significant Exposure to Litigation: 1 potential case.

Facts and Circumstances: Shenkman & Hughes, PC California Voting Rights Act Claim

STUDY SESSION
6:30 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

3. Public Comment

4. Clarify Regular Meeting Topics

DISCUSSION ITEMS

5. Bridges at Kraemer Advisory Board Appointment

REPORT

6. Council Member Report/Requests

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

CALL TO ORDER/ ROLL CALL - COUNCIL

7. Pledge of Allegiance: Fullerton Cadet Honor

8. **Invocation: Todd Dixon, Calvary Community Church**
9. **Report - Prior Study Session**
10. **Community Announcements**
11. **Matters from the Audience**
12. **Response to Public Inquiries - Mayor / City Manager**

PUBLIC HEARINGS FOR THE CITY COUNCIL, SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY, BREA PUBLIC FINANCING AUTHORITY, BREA COMMUNITY BENEFIT FINANCING AUTHORITY, MIDBURY ASSESSMENT AUTHORITY AND INDUSTRIAL DEVELOPMENT AUTHORITY - *This portion of the meeting is for matters that legally require an opportunity for public input. Audience participation is encouraged and is limited to 5 minutes per speaker.*

13. **Public Hearing to Consider the Adoption of the City of Brea FY 2019-20 Operating Budget** - Receive public input on the Fiscal Year 2019-20 Proposed Operating Budget as presented in the Fiscal Year 2019-20 Proposed Operating Budget document; and adopt Resolution No. 2019-042 approving the Fiscal Year 2019-20 Operating Budget and appropriating funds for the City of Brea Fiscal Year 2019-20 Operating Program.
14. **Capital Improvement Program Budget For Fiscal Year 2019-2020** - Adopt Resolution No. 2019-043 for the Capital Improvement Program (CIP) Budget for FY 2019-2020 as presented in the proposed Seven-Year CIP document. Changes proposed by City Council or staff at the Public Hearing, if any, will be reflected in the final adopted CIP budget.
15. **Public Hearing to Consider the Adoption of the Successor Agency to the Brea Redevelopment Agency 2019-20 Operating Budget** - City Council, as Successor Agency: Adopt Resolution No. SA 2019-02 appropriating funds for the Successor Agency to the Brea Redevelopment Agency 2019-20 Proposed Operating Program Budget.
16. **Public Hearing to Consider Adoption of 2019-20 Operating Budget for the Brea Public Financing Authority** - Adopt Resolution No. A-2019-02 appropriating funds for the Brea Public Financing Authority 2019-20 Operating Budget, as presented in the 2019-20 Proposed Budget document.
17. **Public Hearing to Consider Adoption of 2019-20 Operating Budget for the Brea Community Benefit Financing Authority** - Adopt Resolution No. BCBFA 2019-01 appropriating funds for the Brea Community Benefit Financing Authority 2019-20 Operating Budget, as presented in the 2019-20 Proposed Budget document.
18. **Public Hearing to Consider Adoption of 2019-20 Operating Budget for the Midbury Assessment Authority Commission** - Adopt Resolution No. M-01-2019 appropriating funds for the Midbury Assessment Authority Commission 2019-20 Operating Budget, as presented in the 2019-20 Proposed Budget document.

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

19. **June 3, 2019 City Council Special Meeting Minutes** - Approve.
20. **June 4, 2019 City Council Regular Meeting Minutes** - Approve.
21. **Upcoming City Council Topics July – December 2019** - Receive and file.
22. **Professional Services Agreements for As-Needed Landscape Design Services for Capital Improvement Projects** - Approve Professional Services Agreement with Land Concern in the amount not-to-exceed \$50,000 per year; approve Professional Services Agreement with BMLA in the amount not-to-exceed \$50,000 per year; approve Professional Services Agreement with Nuvis Landscape in the amount not-to exceed \$50,000 per year; and authorize City Manager to execute up to three (3) one year extensions for each of these agreements with Council approval. Funding for the projects is from the Water Fund (Fund 420) and Fixed Asset Replacement Fund (Fund 182).
23. **Professional Services Agreement with DMS Consultants, Inc. on Design Services for Alley Rehabilitation Projects, CIP Project Numbers 7319, 7320, 7321** - Approve Professional Services Agreement (PSA) with DMS Consultants, Inc. in the amount of \$35,850 plus 10% contingency for the Design of Alley Rehabilitation Project Numbers 7319, 7320, 7321. There is no fiscal impact to the General Fund.
24. **Professional Services Agreement with Calabrese Architect for Design Services for the Civic Center Security System Improvement Project (CIP 7954)** - Approve agreement with Calabrese Architect in the amount of \$30,000; and approve a 10% design contingency. There is no fiscal impact to the General Fund.
25. **Concrete Maintenance Agreement for the Removal and Replacement of Sidewalks, Curbs, and Gutters throughout the City** - Award contract to CT&T Concrete Paving, Inc. in the amount of \$180,000 for a period of one (1) year; and authorize City Manager to approve up to four (4) additional one (1) year extensions in the annual amount of \$180,000 with Council approval. There are sufficient funds in the Public Works Street Division's operational budget to cover the proposed contract amount not-to-exceed \$180,000 per year.
26. **Renewed Measure M (M2) Eligibility Submittal Package For FY 2019-20** - Adopt Resolution No. 2019-044 authorizing submittal of Renewed Measure M Eligibility package to Orange County Transportation Authority (OCTA). There is no fiscal impact to the General Fund.

27. **Extend Landscape Maintenance Contracts for One Year in Maintenance Districts Nos. 1, 3, 5 and 6** - Authorize the City Manager to extend the current landscape maintenance contracts for one additional year in Maintenance Districts Nos. 1, 3, 5 and 6. There is no fiscal impact to the General Fund.
28. **Authorize Contribution to the City's Section 115 Trust Fund through Public Agency Retirement Services (PARS) for Post-Employment Pension Obligations Costs in the amount of \$756,800 from the City's Enterprise Funds (Fund 410, Fund 420, Fund 430 and Fund 460)** - Authorize contribution to the Pension Trust Fund.
29. **Approve the Execution of An Assignment Agreement Between the Successor Agency to Brea Redevelopment Agency and the City, and the related assumption by the City, of Senior Housing Assistance Payments to be Paid from the City's Affordable Housing Trust Fund And Taking Other Related Actions** - Adopt Resolution No. 2019-045, a Resolution of the City Council of the City of Brea, approving the execution of an assignment agreement between the Successor Agency to Brea Redevelopment Agency and the City, and the related assumption by the City of senior housing assistance payments to be paid from the City's Affordable Housing Trust Fund and taking other related actions.
30. **Update to City's Local Debt Policy** - Adopt Resolution No. 2019-046, updating the City's Local Debt Policy.
31. **Approval of the Fiscal Year 2019-20 Appropriations Limit** - Adopt Resolution No. 2019-047 approving the Fiscal Year 2019-20 Appropriations Limit.
32. **Approval of Fiscal Year 2019-20 Property Tax Rate to Fund the City's Paramedic Program** - Adopt Resolution No. 2019-048, a Resolution of the City Council of the City of Brea fixing the rate of tax upon the taxable property within the City of Brea for the Fiscal Year 2019-20 necessary to maintain a mobile intensive care program known as paramedics within the area of the City of Brea and certifying said rate of taxation to the Orange County Auditor-Controller.
33. **Custodial Services Agreement** - Approve the Agreement with Guaranteed Janitorial Service, Inc. to provide the City with custodial services in the amount not-to-exceed \$416,026.00; and authorize the City Manager to issue up to six one-year extensions exclusive of any cost increases. Funds are available in the Public Works, Building Maintenance account (490-51-5151-4263) for Fiscal Year 2019-20.
34. **Agreement for Legislative Advocacy Services** - Approve the Agreement with Townsend Public Affairs to provide Legislative Advocacy Services in an amount not-to-exceed \$60,000; authorize the City Manager to issue up to four one-year extensions; and authorize the Purchasing Agent to issue Purchase Orders accordingly. The Fiscal Year 2019-20 Budget has sufficient funding available in the General Fund (110), Urban Runoff (410), Water Utility (420), and Sewer Utility (430).
35. **Monthly Report of Investments for the City of Brea for Period Ending April 30, 2019** - Receive and file.
36. **Outgoing Payment Log and June 7 and 14, 2019 City Check Registers** - Receive and file.

CITY/ SUCCESSOR AGENCY - CONSENT

- 37. Assignment of Senior Citizen Housing Subsidy Agreements to the City of Brea and Execution of an Assignment Agreement and Taking Other Related Actions** - Approve Resolution No. SA 2019-03, a Resolution of the City Council of the City of Brea, acting as the Successor Agency to the Brea Redevelopment Agency, approving the assignment of senior citizen housing subsidy agreements to the City of Brea and the execution of a related assignment agreement and taking other related actions.
- 38. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending April 30, 2019** - Receive and file.

ADMINISTRATIVE ANNOUNCEMENTS

- 39. City Manager**
- 40. City Attorney**
- 41. Council Requests**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 06/18/2019
SUBJECT: Bridges at Kraemer Advisory Board Appointment

RECOMMENDATION

Appoint Brea Police Department's Chief Burks to Brea's seat on the Bridges at Kraemer Place Community Advisory Board

BACKGROUND/DISCUSSION

On February 6, 2018, the Bridges at Kraemer Place Community Advisory Board was created per the attached Resolution and Bylaws adopted by the Orange County Board of Supervisors. This advisory board meets quarterly with the purpose of providing input on the operations of the Year Round Emergency Shelter Program. Staff recommends appointing Chief Burks to fill Brea's designated seat for representation on the Board.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Melissa Davis, Management Analyst

Attachments

Bridges at Kraemer Place Community Advisory Board Bylaws

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA**

February 6, 2018

WHEREAS, the November 15, 2015 Management, Operations and Public Safety Plan was created as a best practice model for operation of a Year Round Emergency Shelter Program and Multi-Service Center; and,

WHEREAS, the concept of a Community Advisory Board is outlined in the Management, Operations and Public Safety Plan to promote open communication between community stakeholders concerning the operation of the shelter programs and multi-service centers; and,

WHEREAS, the Bridges at Kraemer Place Community Advisory Board is to be specifically established, and operated by the OPERATOR of the shelter under the Board approved Shelter Operator Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT THIS BOARD DOES HEREBY:

1. Approve creation of the Bridges at Kraemer Place Community Advisory Board effective February 6, 2018.
2. Adopt the Bridges at Kraemer Place Community Advisory Board Bylaws attached to this resolution effective upon the establishment and formation of the Community Advisory Board.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on February 06, 2018, to wit:

AYES: Supervisors: TODD SPITZER, MICHELLE STEEL, SHAWN NELSON
LISA A. BARTLETT, ANDREW DO
NOES: Supervisor(s):
EXCUSED: Supervisor(s):
ABSTAINED: Supervisor(s):


CHAIRMAN

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors

IN WITNESS WHEREOF, I have hereto set my hand and seal.


ROBIN STIELER
Clerk of the Board
County of Orange, State of California



Resolution No: 18-011
Agenda Date: 02/06/2018
Item No: 15



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors, Orange County, State of California

Robin Stieler, Clerk of the Board of Supervisors

By _____
Deputy

Bridges at Kraemer Place Community Advisory Board Bylaws

ARTICLE I: NAME, PURPOSE AND FUNCTIONS

- A. The name of this organization shall be the Bridges at Kraemer Place Community Advisory Board, hereinafter referred to as "CAB." It is established pursuant to Resolution # 18-011 approved by the Board of Supervisors.
- B. The purpose of the CAB is to:
 - 1. Act as an advisory body to the shelter operator, having no independent authority to act on matters such as legislation or lobbying.
 - 2. Provide review of the operations of the Year Round Emergency Shelter Bridges at Kraemer Place as provided for in the Board of Supervisors approved Scope of Services in the Shelter Operator Agreement, but having no authority to make contractual or financial decisions concerning the operation of the Year Round Emergency Shelter at Kraemer Place.
- C. The functions of the CAB are as follows:
 - 1. Provide review of the operations of the Bridges at Kraemer Place Year Round Emergency Shelter Program and Multi-Service Center and provide report to the Orange County Board of Supervisors biannually.
 - 2. Enhance community relations
 - 3. Receive and address information of any strengths and concerns from the neighborhood, local businesses, city and county entities, service provider partners and shelter clients about the operation of Bridges at Kraemer Place Year Round Emergency Shelter Program and Multi-Service Center, and communicate that information to the County
- D. In the performance of its responsibilities, the CAB shall not engage nor employ any discriminatory practices in the provision of services or benefits, assignment of accommodations, treatment, employment of personnel or in any other respect on the basis of sex, race, color, ethnicity, national origin, ancestry, religion, age, marital status, medical condition, sexual orientation, physical or mental disability or any other protected group in accordance with the requirements of all applicable County, State or Federal laws, regulations or ordinances.

ARTICLE II: APPOINTMENT AND MEMBERSHIP

- A. Membership of the CAB is to be composed of nineteen (19) voting seats.
- B. The membership of the Community Advisory Board shall be comprised of the following categories of community stakeholders:

Community Advisory Board

- One (1) representative appointed by the Orange County Board of Supervisors
- Thirteen (13) representatives appointed by the local City Councils of the North County Service Planning Area (SPA). Appointments shall represent each of the currently existing cities in the SPA
- One (1) representative appointed by the local Chief of Police
- One (1) representative appointed by the local Neighborhood Association
- One (1) representative appointed from the local business association or Chamber of Commerce
- One (1) representative appointed by the local school district
- One (1) representative appointed by the Commission to End Homelessness

ARTICLE III: TERMS OF MEMBERSHIP

The categories listed above are intended to run with the Advisory Board so long as it is operational. The representatives serve at the will of the entity that appoints them until or unless they are replaced by the appointing entity.

ARTICLE IV: STAFFING SUPPORT

Staff support from Orange County Clerk of the Board shall be provided to support the CAB in conjunction with assigned shelter operator staff and will be responsible to facilitate Brown Act requirements.

ARTICLE V: OFFICERS

CAB officers shall consist of:

1. Chairperson

(a) The Chairperson shall be the appointed by the members of the CAB. The duties of the Chairperson shall be to preside at meetings, decide points of order, announce all business, entertain motions, put motions to vote and announce vote results.

(b) The Chairperson may call special meetings of the CAB.

(c) The Chairperson or his or her designee may represent the CAB at public functions

2. Vice-Chairperson

(a) The Vice-Chairperson shall perform the duties of the Chairperson in his or her absence.

(b) If the Chair becomes vacant, the Vice-Chairperson shall succeed to the Chair until the CAB members have appointed its replacement for the Chair.

Community Advisory Board

ARTICLE VI: REMOVAL OF MEMBERS AND MEETING ATTENDANCE

1. Removal for Cause - Cause shall be defined as the member is unable effectively to represent the categorical seat to which he/she is appointed due to change of employment or status or, other reasons that substantially alters the member's qualifications which were present and considered in making the initial appointment or interfere with the individual's ability to properly function as a member of the CAB.
2. Removal for Absenteeism - Members may be removed from membership of the CAB if the member is absent from more than three (3) consecutive regular CAB meetings.
3. Removal of a member for cause or absenteeism shall require a majority vote of the CAB, a quorum being present.
 - (a) Upon removal, the shelter operator or designated staff will notify OC Community Resources within 30 days. The appointing organization will then appoint a new representative.
4. Resignation of CAB members shall be effected by a written letter of resignation submitted to the shelter operator.

ARTICLE VII: AD HOC COMMITTEES

Ad Hoc Committees may be established in coordination with OC Community Resources to support the goals of the CAB.

ARTICLE VIII: MEETINGS AND ACTIONS

The CAB shall meet no less than bi-annually (two times per year). The initial meeting shall take place once the bylaws have been approved by the BOS. As a matter of public business during the first meeting, the CAB shall set its meeting schedule. All meeting agendas shall be posted and distributed no less than 72 hours prior to the meeting.

- A. The CAB shall, at its first meeting of each year, adopt a schedule of regular meetings and transmit that schedule in writing to members, the County, and the public at large.
- B. All CAB meetings shall be open, public and noticed in conformance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq., as amended and held at a location within Orange County, California that satisfies the access requirements of the Americans with Disabilities Act.
- C. Special meetings of the CAB may be called either by the shelter operator, the County or at the request of a majority of CAB members.
 1. Notice of special meetings shall be delivered to members personally, by mail or electronically, and must be received no later than twenty-four hours in advance of the meeting.
 2. Said notice must state the business to be considered and whether alternative technological means may be used such as telephone or video conferencing, as

Community Advisory Board

technological resource availability permits and as permissible by the Ralph M. Brown Act.

D. Quorum and voting requirements for meetings are as follows:

1. Quorum: A quorum shall consist of the majority of the currently appointed/seated members of the CAB.
2. Conflict of Interest – Members of the CAB shall abstain from voting on any issue in which they may be personally interested to avoid a conflict of interest in accordance with County, State and Federal laws, regulations and ordinances and shall refrain from engaging in any behavior that conflicts with the best interest of County.
 - (a) Members of the CAB shall not vote nor attempt to influence any other CAB member on a matter under consideration by the CAB as follows:
 - (1) Regarding the provision of services by such member (or by an entity that such member represents); or
 - (2) By providing direct financial benefit to such member or the immediate family of such member; or
 - (3) Engaging in any other activity determined by County, State or Federal law, regulations and ordinances to constitute a conflict of interest.
 - (b) If a question arises as to whether a conflict exists that may prevent a member from voting, the operator or designee may consult with designated County Staff to assist them in making that determination.
 - (c) Neither CAB nor any of its members shall promote, directly or indirectly, any political party, political candidate or political activity using the name, emblem or any other identifier of CAB or County.
 - (d) No assets or assistance provided by County to the CAB shall be used for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

ARTICLE V: AUTHORITY

- A. Authority of the CAB is enacted by the County of Orange Board of Supervisors through the Shelter Operator and Agreement and authorizing Resolution # 18-011

ARTICLE VI: ADOPTION AND AMENDMENT OF BYLAWS

- A. Adoption – Affirmative vote of at least fifty percent + 1 of active members, a quorum being present, shall be required to propose changes to these Bylaws.
- B. Amendments
 1. Any member of the CAB may propose amendments to these Bylaws.

Community Advisory Board

2. Proposed amendments shall be submitted in writing and made available to each member of the CAB no less than five (5) days prior to consideration before a vote can be taken.

B. Bylaws and any amendments to the Bylaws must be approved by the Board of Supervisors.

ARTICLE XII: ESTABLISHMENT AND ADOPTION OF OPERATING PROCEDURES

The CAB will establish and adopt operating procedures pertaining to the routine business of the Commission (i.e. meeting dates, order of business, etc.)

ARTICLE XIII: SEVERABILITY

Should any part, term, portion or provision of these Bylaws be determined to be in conflict with any law, regulation or ordinance or otherwise unenforceable or ineffectual, the remaining parts, terms, portions or provisions shall be deemed severable and their validity shall not be affected thereby provided such remaining portions or provisions can be construed in substance to constitute the provisions that the members intended to enact in the first instance.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 06/18/2019

SUBJECT: Public Hearing to Consider the Adoption of the City of Brea FY 2019-20 Operating Budget

RECOMMENDATION

Receive public input on the Fiscal Year 2019-20 Proposed Operating Budget as presented in the Fiscal Year 2019-20 Proposed Operating Budget document and adopt the attached Resolution approving the Fiscal Year 2019-20 Operating Budget and appropriating funds for the City of Brea Fiscal Year 2019-20 Operating Program.

BACKGROUND/DISCUSSION

The City Council has reviewed and given direction on all components which are included in the proposed Fiscal Year 2019-20 Operating Budget at the Budget Workshop held on May 21, 2019. The Proposed Fiscal Year 2019-20 budget document contains an overview message from the City Manager, summary schedules, the fund balances of each operating fund, a comprehensive review of revenues, and expenditure breakdowns by department (please see attachment).

The budget is the financial plan for the City of Brea for the next fiscal year (July 1, 2019 and ending June 30, 2020). It does not constitute a mandate to spend, only the authority to do so. This balanced budget is the result of staff's objective assumptions for both revenues and expenditures. We are constantly looking to improve day-to-day processes, enhance customer service and lower the cost of doing business. More importantly, this budget also conforms to all the City Council's fiscal policies, which are included in this document for your reference.

Revenues

Total General Fund revenues in FY 2019-20 are budgeted at \$55,457,048. Sales tax revenue is the City's single largest revenue source and represents 37% of the FY 2019-20 budget. Sales tax revenues are projected to decrease by 8.30% over FY 2018-19 estimates. In FY 2018-19, there was a one-time sales tax boost due to a delay in sales tax receipts from the State for the prior fiscal year as well as a one-time spike in new automobile sales. These one-time sales tax increases in FY 2018-19 will not continue in FY 2019-20 and therefore will not be budgeted. This explains the anticipated 8.3% decrease in sales tax estimates. Overall, FY 2019-20 revenues are projected to decline by 5.83% than estimated revenues for FY 2018-19.

Property taxes continue to grow as the City receives improved housing valuations, as well as new property taxes generated from the Central Park Village development. Property taxes is the second largest revenue source and represents 21% of the FY 2019-20 budget. Property tax collections grew approximately 10.86% in FY 2017-18 and it is anticipated to grow an additional

7.01% for FY 2018-19. Staff made objective growth projections in future years which includes new development underway. If new development continues as anticipated, the City's actual property tax numbers will outperform these projections.

Expenditures

Total General Fund expenditures in FY 2019-20 are budgeted at \$57,738,363. This includes a one-time payoff of an energy efficiency loan of \$2,453,903 that is reflected in the Public Works department budget for FY 2019-20. The General Fund expenditures overall represents a 0.49% increase in budgeted expenditures when compared to the FY 2018-19 estimated year-end expenditures. While acknowledging that cost of materials, supplies and contract services do increase, overall department operating expenditures are relatively minimal and are flat in several areas.

Employees continue to contribute toward their retirement in accordance with the provision of Memorandums of Understanding (MOUs). All employees contribute 100% of the employee cost of retirement. The City has met its goal to have all City employees contribute the full cost per the current pension reform legislation. In addition, most employees are contributing more than the employee portion and are cost sharing the normal employer cost. For FY 2019-20, a 2% Cost of Living Adjustment (COLA) has been budgeted for employees.

The City's mission is to provide quality services with the resources available. However, this organization continues to be challenged to maintain the current level of service and additional duties with existing staff. We understand that the search to reduce expenditures is continuous.

Five Year Projections

Each year, the City's General Fund revenues and expenditures are projected for five years. The five-year projection is a planning tool and reflects staff's best educated guess-estimates. It does not represent approved or authorized deficit spending, rather depicts what *could* occur if the City were to choose not to make the necessary adjustments to operate within a balanced budget. The five-year projections allow us to take a glimpse at potential future budget impacts so that we can make the necessary adjustments to maintain a balanced budget.

These five-year projections and budget assumptions, from FY 2019-20 through FY 2023-24, are attached to this budget message. It is noted, that the assumptions include a two percent (2%) increase in expenditures annually beginning in FY 2020-21 along with the anticipated increase in PERS costs, which result in an average annual increase in costs of approximately three percent (3%). However, based on current information available, revenues are anticipated to increase slightly by approximately two (2%) percent.

The current projections show some challenges to maintain a balanced budget over this five-year period. Throughout the next fiscal year, staff will continue to explore various options to help close the gap in future budgets.

Funds

Decision packages are requests for new programs, new personnel and/or new equipment. The decisions packages for FY 2019-20 were carefully vetted and then presented to City Council at the Budget Workshop on May 21, 2019. A summary of recommended decision packages are included in the City Manager's Budget Message that is incorporated in the proposed FY 19-20 Proposed Budget (see attachment). It is noted that staff recommends clarification for the implementation and annual evaluation of the Fire Deployment Proposal as follows:

- Approve Year 1 of the Fire Deployment Proposal which adds one firefighter position at Station No. 1 and corresponding overtime as outlined in the decision package;
- The deployment plan will then be evaluated the following two fiscal years prior to FY 2020-21 and FY 2021-22 to determine if the plan is still effective and if the budget can sustain the additional positions requested. The projected cost of the deployment plan for these fiscal years included in the Five-Year Projections;
- Prior to going into FY 2022-23, staff will return to City Council for a comprehensive review of staffing levels and service delivery options for Fire Stations No. 3 and 4. Among other factors, this evaluation will take into consideration the station call loads and projected development on the east side of Brea. The projected cost of the deployment plan has not been included in the FY 2022-23 Five-Year Projections, pending the outcome of this review; and
- Staff will continue to provide at least semi-annually emergency response time numbers to the City council and post the response time data on our website.

FISCAL IMPACT/SUMMARY

Expenditures for all funds which make up the Fiscal Year 2019-20 Operating Budget total \$101,037,393.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Faith Madrazo, Revenue & Budget Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

FY 19-20 Proposed Operating Budget

RESOLUTION NO. 2019-042

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA,
ADOPTING AN OPERATING BUDGET FOR SAID CITY FOR THE
FISCAL YEAR COMMENCING JULY 1, 2019, AND ENDING JUNE 30,
2020, AND AUTHORIZING APPROPRIATIONS AND EXPENDITURES
THEREIN SET FORTH**

A. RECITALS:

(i) The City Manager has, heretofore, presented to this Council the Proposed Operating Budget for the fiscal year July 1, 2019 through June 30, 2020.

4. Copies of said proposed Operating Budget are on file in the Office of the City Clerk labeled "Proposed Operating Budget – 2019-20" and said Proposed Operating Budget is hereby made a part of this Resolution.

B. RESOLUTION:

NOW, THEREFORE, be it is found, determined and resolved by the City Council of the City of Brea as follows:

1. Said Proposed Operating Budget is hereby adopted as the Operating Budget of the City of Brea for the fiscal year commencing July 1, 2019 and ending June 30, 2020, and consists of the estimated revenues and projected expenditures for the fiscal year.

2. There are hereby appropriated for obligation and expenditure by the City Manager the amounts shown for the various Funds and Departments separately set forth on the pages in the Fund and Department Summary sections, respectively of the

Proposed Operating Budget. All obligations and expenditures shall be incurred and made in the manner provided by the provisions of State law and the City ordinances and resolutions applicable to purchasing and contracting.

3. Subject to the further provisions of this Resolution, the appropriations above constitute the maximum amounts authorized for obligation and expenditure by the City Manager for the respective Funds and Departments funds as set forth on the pages of said Budget referenced in Paragraph 2 above.

4. The following controls are hereby placed on the budgeted funds:

- a. The City Manager may authorize the transfer of budgeted funds from account to account within any department within the various Funds and Departments contained in the above referenced pages of the Budget.
- b. The City Manager is authorized to employ during the fiscal year covered by said Budget the number and classification of such full-time and part-time employees as are shown in the Budget, all subject to the provisions of the City's classification and compensation plans as amended, and adopted by the City Council. Seasonal and part-time intermittent employees are authorized as necessary by the City Manager provided that the total amount to be obligated and expended within any Fund and Department set forth in said referenced pages for the classification therein of "Salaries and Wages" does not exceed the

budgeted and appropriated amount, as the same may be amended by the City Council.

- c. The City Manager's authorized settlement authority for workers compensation or general liability claims per occurrence is one hundred thousand dollars.
- d. All appropriations for outstanding encumbrances and projects currently underway and remaining unexpended at June 30, 2019, as approved by the City Manager or designee, are hereby appropriated to the Fiscal Year 2019-20 Operating Budget.

APPROVED AND ADOPTED this 18th day of June, 2019.

Christine Marick, 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 City Council of the City of Brea, held on the 18th day of June, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

FY 2019-20 **PROPOSED OPERATING BUDGET**

City of Brea And The Successor Agency to the Brea Redevelopment Agency

*Including the Brea Public Financing Authority,
Brea Community Benefit Financing Authority
and Midbury Assessment Authority*

June 18, 2019

CITY OF BREA

ANNUAL BUDGET

FY 2019-20

CITY COUNCIL

Christine Marick

MAYOR

Term Exp. 2020

Marty Simonoff

MAYOR PRO TEM

Term Exp. 2020

Cecilia Hupp

COUNCIL MEMBER

Term Exp. 2022

Glenn Parker

COUNCIL MEMBER

Term Exp. 2022

Steven Vargas

COUNCIL MEMBER

Term Exp. 2022

Rick Rios

CITY TREASURER

Term Exp. 2020

BUDGET TEAM

Chris Emeterio, Assistant City Manager/Community Services Director

Cindy Russell, Administrative Services Director

Gabriel Linares, Deputy Community Development Director

Faith Madrazo, Revenue and Budget Manager

Alicia Brenner, Senior Fiscal Analyst

Chris Nigg, Fire Division Chief

Prepared by
Administrative Services Department



FISCAL YEAR 2019-20
BUDGET MESSAGE

June 18, 2019

Honorable Mayor and City Council
City of Brea
1 Civic Center Circle
Brea, CA 92821

RE: FISCAL YEAR 2019-20 BUDGET MESSAGE

Staff is pleased to present to the City Council, Brea Community, Brea employees and other interested parties, the recommended budget for FY 2019-20, beginning July 1, 2019 and ending June 30, 2020. The budget is the financial plan for the City of Brea for the next fiscal year. It does not constitute a mandate to spend, only the authority to do so. This balanced budget is the result of staff's objective assumptions for both revenues and expenditures. We are constantly looking to improve day-to-day processes, enhance customer service and lower the cost of doing business. More importantly, this budget also conforms to all the City Council's fiscal policies, which are included in this document for your reference.

During this past fiscal year a number of projects were completed. Lagos de Moreno Park had its grand re-opening on September 28, 2018. The renovations included new playground equipment, added restrooms, a shade structure, picnic tables, and a flat grassy area. In addition, turf was replaced at the Sport Park, Senior Center, and Civic Center Memorial Site. Low-water materials were planted at these locations in order to provide overall water savings.

Currently, Caltrans and the City of Brea are working jointly on the SR 57/Lambert Road Interchange Improvement Project set to begin construction in mid-July. This major improvement project will provide additional capacity, relieve congestion and enable future construction of the SR 57 northbound truck climbing lane, between Lambert Road and the Orange County and Los Angeles city limits. Caltrans is the lead agency on the construction. The City of Brea will be working closely with Caltrans to help minimize disruption and provide ongoing communication.

Brea was awarded approximately \$75 million from State and Federal funds. The City has also committed about \$12 million for the project from its local mitigation funds, and was

awarded over \$12 million from OCTA Measure M2 funds, now known as “OC Go” Funds, for property acquisition and construction. All in, approximately 88% of the project funding comes from grants.

The City is continuing to work to implement the community's vision and values identified through Brea Envisions. In doing so, the City of Brea has begun a collaborative effort with the community to prepare a long-range plan for the heart of the City. As part of the Brea Core Plan, the City received a \$200,000 grant from CalTrans to study for the active transportation program (ATP). This program engages residents and businesses to explore ways to improve the safety and experience for drivers, cyclists and pedestrians along streets, sidewalks, and trails within Brea's Core.

In May, a workshop kicked off the effort, which was followed by pop-up events and a design workshop in June. Interactive, creative activities helped us learn how people want to get around within the Core and how it links to the rest of the city. The Community can also participate on-line at planbrea.com.

Future projects include restoring Wildcatters Dog Park and working on potentially extending The Tracks at Brea Trail to the western city limits.

The Brea Wildcatters Dog Parks opened in 2014 and quickly became popular for both dogs and their owners. However, heavy use took a toll, and maintaining and replacing natural turf became expensive and ineffective. The Parks, Recreation and Human Services Commission, and staff, have been working with a public task force, conducting community outreach, and consulting with a landscape architect to determine the best way to move forward. Concept plans were presented and approved at the March 5th City Council meeting. Staff is currently working on construction documents. The goal is go out to bid in early fall with a tentative start date in November, 2019.

The Tracks at Brea is our 4-mile, 50-acre linear park that has quickly become a popular place for walkers, runners and cyclists. We are hoping to acquire additional property from Union Pacific to develop a 1.3 mile Western Extension to the trail. With this addition, the trail would extend to Palm Street at Lambert Road and the La Habra City limits. Staff is collaborating with La Habra and OCTA to try to make the project a reality, including actively seeking funding through State and Federal grants.

Lastly, while it is impossible to predict when another recession might occur and how long the improved housing market conditions will last, this organization is determined to live within its means and continue successful planning in order to mitigate the impacts of such future events.

REVENUES

Total General Fund revenues in FY 2019-20 are budgeted at \$55,457,048. Sales tax revenue is the City's single largest revenue source and represents 37% of the FY 2019-20 budget. Sales tax revenues are projected to decrease by 8.30% over FY 2018-19 estimates. In FY 2018-19, there was a one-time sales tax boost due to a delay in sales tax receipts from the State for the prior fiscal year as well as a one-time spike in new automobile sales. These one-time sales tax increases in FY 2018-19 will not continue in FY 2019-20 and therefore will not be budgeted. This explains the anticipated 8.3% decrease in sales tax estimates. Overall, FY 2019-20 revenues are projected to decline by 5.83% than estimated revenues for FY 2018-19.

Property taxes continue to grow as the City receives improved housing valuations, as well as new property taxes generated from the Central Park Village development. Property taxes is the second largest revenue source and represents 21% of the FY 2019-20 budget. Property tax collections grew approximately 10.86% in FY 2017-18 and it is anticipated to grow an additional 7.01% for FY 2018-19. Staff made objective growth projections in future years which includes new development underway. If new development continues as anticipated, the City's actual property tax numbers will outperform these projections.

EXPENDITURES

Total General Fund expenditures in FY 2019-20 are budgeted at \$57,738,363. This includes a one-time payoff of an energy efficiency loan of \$2,453,903 that is reflected in the Public Works department budget for FY 2019-20. The General Fund expenditures overall represents a 0.49% increase in budgeted expenditures when compared to the FY 2018-19 estimated year-end expenditures. While acknowledging that cost of materials, supplies and contract services do increase, overall department operating expenditures are relatively minimal and are flat in several areas.

Employees continue to contribute toward their retirement in accordance with the provision of Memorandums of Understanding (MOUs). All employees contribute 100% of the employee cost of retirement. The City has met its goal to have all City employees contribute the full cost per the current pension reform legislation. In addition, most employees are contributing more than the employee portion and are cost sharing the normal employer cost. For FY 2019-20, a 2% Cost of Living Adjustment (COLA) has been budgeted for employees.

The City's mission is to provide quality services with the resources available. However, this organization continues to be challenged to maintain the current level of service and additional duties with existing staff. We understand that the search to reduce expenditures is continuous.

FIVE YEAR PROJECTIONS

Each year, the City's General Fund revenues and expenditures are projected for five years. The five-year projection is a planning tool and reflects staff's best educated guess-estimates. It does not represent approved or authorized deficit spending, rather depicts what *could* occur if the City were to choose not to make the necessary adjustments to operate within a balanced budget. The five-year projections allow us to take a glimpse at potential future budget impacts so that we can make the necessary adjustments to maintain a balanced budget.

These five-year projections and budget assumptions, from FY 2019-20 through FY 2023-24, are attached to this budget message. It is noted, that the assumptions include a two percent (2%) increase in expenditures annually beginning in FY 2020-21 along with the anticipated increase in PERS costs, which result in an average annual increase in costs of approximately three percent (3%). However, based on current information available, revenues are anticipated to increase slightly by approximately two (2%) percent.

The current projections show some challenges to maintain a balanced budget over this five-year period. Throughout the next fiscal year, staff will continue to explore various options to help close the gap in future budgets.

FUNDS

Decision packages are requests for new programs, new personnel and/or new equipment. The decisions packages for FY 2019-20 were carefully vetted and then presented to City Council at the Budget Workshop on May 21, 2019. A summary of recommended decision packages are included below and are incorporated in the proposed FY 19-20 budget.

- ♦ The General Fund (110) will provide funding for several capital and facility improvements, including the purchase of a police detective vehicle and the modernization of presentation equipment for Community Room A & B. The General Fund (110) will also provide enhanced counseling services within the Family Resource Center, as well as provide additional staffing for a transition in Fire Deployment. The Fire Deployment plan is a phased-in approach that will add one firefighter annually for the next six years, as well as corresponding overtime. The Year 1 deployment plan cost is included in the FY 19-20 budget. Future years will be evaluated as part of the annual budget process to determine if the plan is still effective and if the budget can sustain the additional positions requested. In addition, as part of this deployment plan there will be a comprehensive review of staffing levels and service delivery options including growth and development in addition to an evaluation of Emergency Medical Transport (EMS) services.

- ♦ The War Memorial Fund (130), which is restricted for Brea War Memorial maintenance, will provide the funding to replace the bronze strip that was laid along the *Walk of Honor* at the City's War Memorial.
- ♦ The Public Safety Augmentation Fund (172), which is restricted for public safety needs, will provide the funding to change apparatus logos and graphics within the Fire Services Department, the purchase of auto extrication equipment for Fire Services Department and the purchase of thermal imaging cameras for Fire Services Department. Partial funding will also be provided to assist in replacing personal computers and mobile devices within the Police Services Department.
- ♦ Facility and equipment replacements, such as upgrading the lighting in the gymnasium, replacing ceiling tiles throughout the Community Center, painting both interior and exterior walls, replacing the Community Hall flooring and replacing fitness equipment, will be funded by the Community Center Replacement (181) Fund.
- ♦ The Fixed Asset Replacement Program Fund (182) will provide funding for facility replacement and enhancements to Community Room A & B, as well as provide the primary funding to replace citywide personal computers and mobile device computers.
- ♦ Narcotics Enforcement Asset Seizure Fund (231), which is restricted for Police Services needs, will provide funding to purchase electronic data readers, as well as replace SWAT rifles within the Police Services Department. Funding will also be provided to launch a new police mobile device application and assist in the funding for the citywide replacement of personal computers and mobile device computers.
- ♦ Funding will also be provided from the City's utility funds to provide for the citywide replacement of personal computers and mobile device computers. This includes the Water Utility Fund (420), the Sewer Utility Fund (430) and the Sanitation and Street Sweeping Fund (440).
- ♦ The implementation of a Disaster Recovery as a Service (DRaaS) model will be funded from the City's Information Technology Fund (475).
- ♦ The Building Occupancy Fund (490) will include additional part-time Maintenance Service Worker hours to meet the growing needs of the organization.
- ♦ Funding will also be provided to purchase self-contained breathing apparatus mask voice amplifiers for the Fire Services Department from the Fire Impact Fees Fund (542).

SUMMARY

Once again, the FY 2019-20 budget is balanced due to a solid foundation of fiscally objective practices and tough strategic decisions. While our General Fund resources are continuing to tighten up, it is important to note that Brea is paying all its obligations on time; is setting aside funding for ongoing capital facility and equipment replacement; and is funding a robust Capital Improvement Program to adequately maintain City infrastructure systems.

Brea currently maintains a reserve balance of 25% of its annual expenditures, which is aligned with the updated General Fund Reserve policy increasing the reserve percentage from 8-10% to 25% of its annual expenditures. The City Council updated its General Fund Reserve policy in FY 2018-19 to add a 15% budget stabilization reserve. The updated General Reserve Policy, along with updated reserve limits for the City's utility enterprise funds, is reflected in the Fiscal Policies Statement of the FY 2019-20 budget. The Fiscal Policies Statement has also been updated to affirm the City Council's goal to work toward, and maintain one year's amount of pension obligation costs within the City's Section 115 Trust Account for Post-Employment Benefits. This shall include contributions from the City's enterprise funds based upon a funds percentage of annual pension obligation costs.

In addition, the Fiscal Policies Statement were updated to reflect additional carryover exception expenditures that typically exceed more than two budget cycles. These added carryover expenditures include CASP (Certified Access Special Program) Fee training, Senior Center Case Management Funds, Senior Center and Olinda Museum Donations, Senior Transportation Program Overhead, Public Art Trust Account, and Housing Rehabilitation Funds.

We will continue to build prudent reserves and strategic savings programs to insulate the City from a down turn in the economy and minimize organizational disruption. The entire organization continues to work hard to preserve core City services. Staff will continue to be diligent in monitoring long-term economic uncertainties that could impact Brea's budget picture. These include:

- ♦ CalPERS projected rate increases that will occur
- ♦ Increases in the cost-of-living
- ♦ The effects of another downturn in the economy

City staff uses a variety of tools, such as looking strategically at vacancies and consolidation of functions to structurally balance the budget. Staff continues to research new and innovative ways of doing business.

Presenting the City Council with the FY 2019-20 budget is only one of the many projects that City staff has completed during FY 2018-19. Working within the City Council priorities and under their direction, City staff was able to complete a substantial list of accomplishments, which are found following this budget message.

I would like to thank the City Council for their leadership during the development of the FY 2019-20 budget and all City staff whom, directly or indirectly, contributed to the completion of this budget. The ongoing evolution of our collaborative efforts continue to reap new and unexpected benefits each year. BEST (Brea Employee Strategic Team) continues to evolve as new employees join bringing additional points of view. Together, this group, has made, and will continue to make, needed adjustments to bring the best possible service to their customers.

Finally, I would like to express my appreciation to the Budget Team for their hard behind-the-scenes work: Chris Emeterio, Assistant City Manager/Community Services Director; Cindy Russell, Administrative Services Director; Gabriel Linares, Community Development Deputy Director; Faith Madrazo, Revenue and Budget Manager; Lee Squire, Financial Services Manager; Alicia Brenner, Administrative Services Senior Fiscal Analyst; and Chris Nigg, Fire Division Chief. What an awesome team!

I'm confident that the Brea organization will continue to excel in providing high-quality service to the Brea Community and to explore new ways of doing business and engage in collaborative leadership.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Gallardo", with a long horizontal line extending to the right.

Bill Gallardo
City Manager

Attachments



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GENERAL FUND: FIVE YEAR PROJECTION ASSUMPTIONS

As part of the development of the fiscal year 2019-20 annual budget, the Administrative Services Department updates the Five-Year Projections. The projection serves as a tool to identify financial trends, shortfalls, and issues so that the City can proactively address them.

The goal of the Five-Year Projections is to assess the City's ability over the next five years to:

- ♦ Continue current service levels based upon the City's operational goals;
- ♦ Preserve the City's long-term fiscal health by aligning operating revenues and costs; and
- ♦ Maintain the City's general fund reserves based upon the City's fiscal policies.

It is important to stress that this projection is not a budget. It does not make expenditure decisions but rather highlights the need to prioritize the allocation of City resources. The purpose of the projection is to provide an overview of the City's fiscal health based on various assumptions over the next five years and provide the City Council, departments and residents of Brea a "snapshot" of the City's financial outlook beyond this budget cycle. The five-year projection is intended to serve as a planning tool to bring a long-term perspective to the budget process. The assumptions presented were used in the preparation of the Fiscal Years 2019 to 2024 Five-Year Projections.

GENERAL FUND:

FIVE YEAR PROJECTION ASSUMPTIONS

YEAR END ESTIMATE FISCAL YEAR 2017-18

- ◆ Overall operational growth -0.88%
- ◆ Overall revenue growth -1.44%
 - Sales tax -2.91%
 - Property tax 10.86%
- ◆ Community Center Replacement Funding \$167,000
- ◆ FARP Funding \$600,000

PROJECTED FISCAL YEAR 2018-19

- ◆ Overall operational growth 9.36%*
- ◆ Overall revenue growth 11.73%*
 - Sales tax 15.53% includes one-time amount of \$2.2 million
 - Property tax 7.01%
- ◆ Community Center Replacement Funding \$167,000
- ◆ FARP Funding \$780,000 includes \$180,000 to be reserved for the Birch Hills Golf Course

* Net of Paramedic Services. Shifted revenues and expenditures to Fund 174 in FY 2017-18

PROJECTED FISCAL YEAR 2019-20

- ◆ Overall operational growth 0.49%
- ◆ Overall revenue growth -5.83%
 - Sales tax -8.30%
 - Property tax 6.33%
- ◆ Includes labor negotiation agreements
- ◆ Includes updated PERS Rates

PROJECTED FISCAL YEAR 2019-20 (CON'T)

- ◆ Includes payoff of energy efficiency loan
- ◆ Includes recommended decision packages
- ◆ Community Center Replacement Funding \$167,000
- ◆ FARP Funding \$600,000

PROJECTED FISCAL YEAR 2020-21

- ◆ Overall operational growth 2.50%
- ◆ Overall revenue growth 1.63%
 - Sales tax 0.78%
 - Property tax 3.76%
- ◆ Increased Transient Occupancy Tax (TOT) related to new hotel (est. January 2021)
- ◆ Includes energy efficiency loan payoff savings
- ◆ Community Center Replacement Funding \$167,000
- ◆ FARP Funding \$600,000

PROJECTED FISCAL YEAR 2021-22 THRU FISCAL YEAR 2023-24

- ◆ Average operational growth 2.69%
- ◆ Average revenue growth 2.15%
 - Sales tax 1.61%
 - Property tax 4.17%
- ◆ Includes energy efficiency loan payoff savings
- ◆ Includes full year of TOT revenues related to new hotel
- ◆ Community Center Replacement Funding \$167,000
- ◆ FARP Funding \$600,000

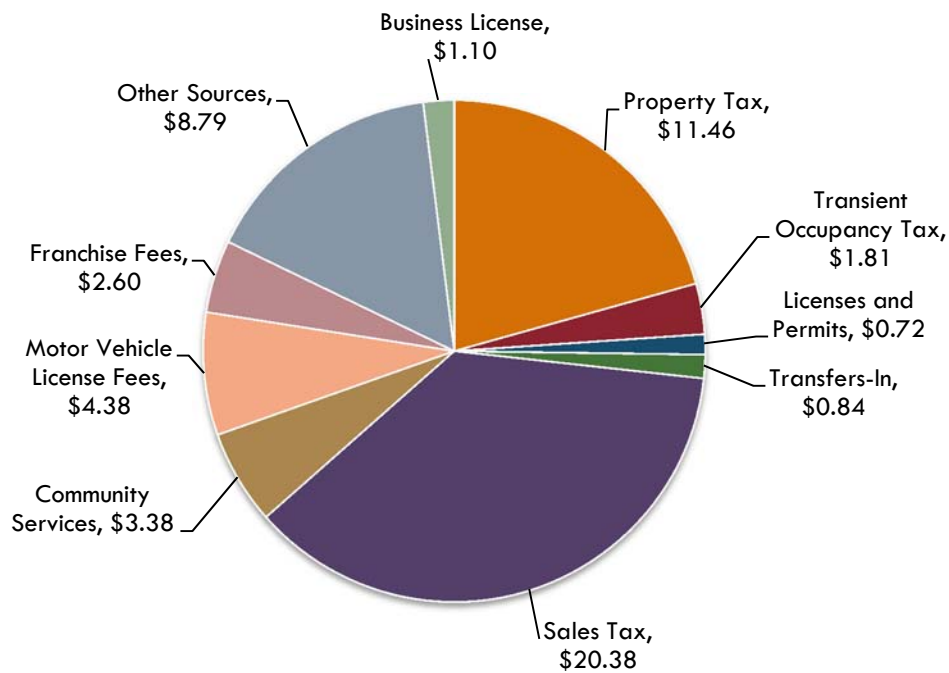
GENERAL FUND:

FIVE YEAR PROJECTIONS

	Final Budget FY 2017-18	Projected Budget FY 2018-19	Projected Budget FY 2019-20	Projected Budget FY 2020-21	Projected Budget FY 2021-22	Projected Budget FY 2022-23	Projected Budget FY 2023-24
Available Beginning Fund Balance	\$0	\$0	\$4,034,243	\$1,685,786	\$1,037,908	\$0	\$0
Revenues	54,008,203	56,918,807	54,612,613	55,811,328	56,903,686	58,215,913	59,522,823
Carryovers/Encumbrances From Reserves	1,137,494	929,451	-	-	-	-	-
Transfers In	1,292,500	1,039,200	844,435	550,000	550,000	550,000	550,000
Total Revenues	56,438,197	58,887,458	55,457,048	56,361,328	57,453,686	58,765,913	60,072,823
Expenditures	53,397,618	50,490,729	52,804,872	54,184,089	55,854,151	57,432,264	58,775,903
Capital Equipment	748,731	1,582,845	414,558	422,849	431,306	439,932	448,731
Carryovers/Encumbrances	929,451	-	-	-	-	-	-
Transfers-Out	66,136	1,995,319	1,298,030	1,290,318	1,288,739	1,336,120	1,363,961
Ongoing Fixed Asset Replacement							
Fixed Asset Replacement Fund	600,000	600,000	600,000	600,000	600,000	600,000	600,000
Brea Community Center	167,000	167,000	167,000	167,000	167,000	167,000	167,000
Birch Hills Golf Course (FARP)	-	180,000	-	-	-	-	-
Total Expenditures	55,908,936	55,015,893	55,284,460	56,664,256	58,341,197	59,975,316	61,355,594
Revenue over Expenses*	529,261	3,871,565	172,588	(302,928)	(887,511)	(1,209,403)	(1,282,771)
Transfer to FARP & OPEB	-	-	-	-	-	-	-
Transfer(to)/from Reserves	(529,261)	162,677	(67,142)	(344,949)	(150,398)	1,209,403	1,282,771
Payoff of energy efficiency loan	-	-	(2,453,903)	-	-	-	-
Available Ending Fund Balance	\$0	\$4,034,243	\$1,685,786	\$1,037,908	\$0	\$0	\$0
Required Reserves							
Operating Reserve 10%	5,590,894	5,501,589	5,528,446	5,666,426	5,834,120	5,997,532	6,135,559
Budget Stabilization Reserve 15%	8,325,757	8,252,384	8,292,669	8,499,638	8,482,342	6,929,639	5,218,967
Total General Fund Reserve as a % of Total Expenditures	13,916,651	13,753,973	13,821,115	14,166,064	14,316,462	12,927,171	11,354,526
	24.89%	25.00%	25.00%	25.00%	24.54%	21.55%	18.51%

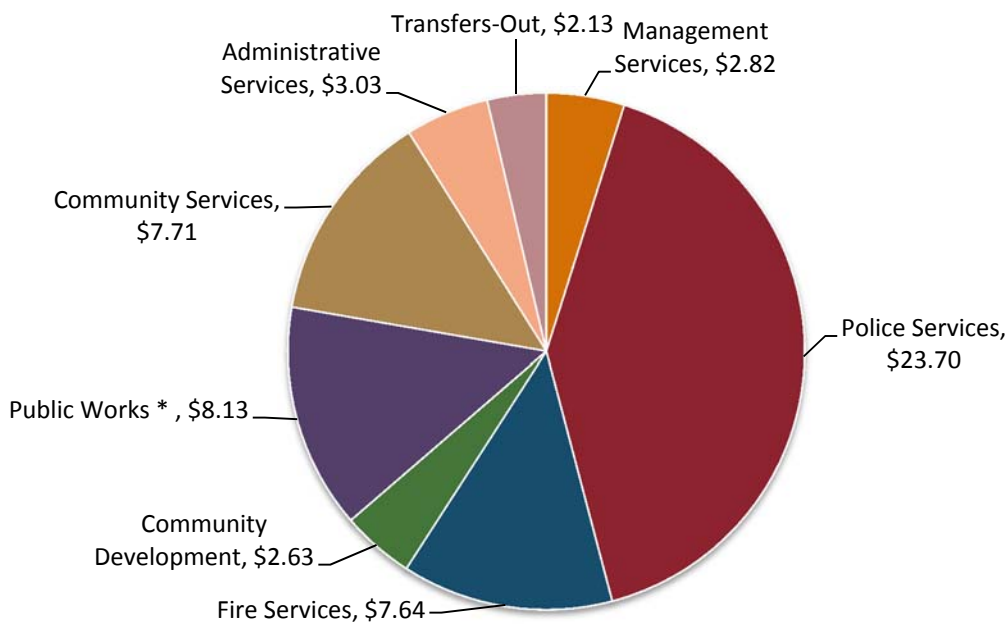
GENERAL FUND: FY 2019-20

Revenues - In \$ Millions



Total: \$55,457,048

Expenditures - In \$ Millions



Total: \$55,284,460*

* Excludes payoff of energy efficiency loan (\$2,453,903)

ACCOMPLISHMENTS: FY 2018-19

The following list highlights the City's accomplishments during the past fiscal year. These accomplishments reflect the efforts of the entire Brea organization – City Council, City Manager, Executive Directors, and all employees. It is not intended to be a comprehensive list since it does not even touch on the day-to-day routine service delivery functions that nearly all of City departments provide.

- ◆ Completed Fixed Asset Replacement Fund (FARP) Reserve Study
- ◆ Celebrated the re-opening of the Lagos de Moreno Park/Laurel Elementary Magnet School Playground at the rededication ribbon cutting ceremony
- ◆ Adopted a balanced budget for Fiscal Year 2018/19
- ◆ Issued joint Request for Proposal (RFP) for street sweeping contracting options with 2 neighboring cities
- ◆ Conducted 1,867 Fire Inspections
- ◆ Drew over 350 watercolor artists/enthusiasts as the Art Gallery hosted 5 watercolor demonstrations and lectures in conjunction with the annual Watercolor West Exhibition
- ◆ Finalized organics waste recycling fees
- ◆ Code Enforcement received and filed over 134 cases reported by Brea residents and resolved approximately 30% within the first week
- ◆ Initiated contract amendment with trash hauler
- ◆ Updated Insurance Requirements Manual and placed on Intranet for easy access to staff working with contractors
- ◆ Presented 36 nearly sold-out performances for Brea's Youth Theatre Program, selling 8,213 tickets and drawing 436 program participants
- ◆ Participated in the statewide Great Shakeout
- ◆ Installed comprehensive Audio Visual Presentation System to Conference Center for staff and rental clients
- ◆ Completed Laurel Elementary/Lagos de Moreno Park Project
- ◆ Implemented Text to 911 Services
- ◆ Finalized Landscaping and Lighting Maintenance District assessment options
- ◆ Completed the Joint Use Agreement with the Brea Olinda Unified School District outlining the specific responsibilities of each party as it relates to the operation of Lagos de Moreno Park/Laurel Elementary Magnet School Playground
- ◆ Installed 500 Street Name Signs in 2018
- ◆ Completed the Last and Final Recognized Obligation Payment Schedule for the Successor Agency to the Brea Redevelopment Agency
- ◆ Conducted 400 hours of Fire Plan Checks
- ◆ Installed permanent Pork Chop and landscaping at Santa Fe Road and Carbon Canyon Road
- ◆ Issued more than 2,300 building permits for a cumulative private construction valuation of more than \$69.5M

ACCOMPLISHMENTS: FY 2018-19

- ♦ Participated in Orange County 'Point in Time' Homeless Count
- ♦ Slurry seal and striping parking lots at Fire Station 1, Fire Station 2, and Olinda Oil Museum
- ♦ Completed the installation of 4 large scale, arts-specific banners on the side of the Curtis Theatre as a part of the Site Awareness effort, drawing an increased awareness to Brea's cultural arts offerings
- ♦ Reorganized the Finance Division front counter operations to provide greater flexibility and more cross training among staff for enhanced customer services. This also resulted in an overall savings of \$67,447 in City staff costs (1.45 full-time equivalent positions)
- ♦ Cleared and secured storm drain grate at Stonebridge Drive to prevent homeless encampment
- ♦ Hosted the Brea Business Block Party, a new business outreach annual event at the Community Center, with participation from over 15 businesses and the Brea Chamber of Commerce
- ♦ Facilitated 175 rental events in the Curtis Theatre with area schools and non-profit organizations
- ♦ Launched "Brea Online," a new public information digital newsletter
- ♦ Modified bus benches at key locations to deter overnight homeless use
- ♦ Conducted 500 hours of on-site fire inspections for new construction
- ♦ Speed hump installed on the 600 block of Jasmine Drive as requested by neighborhood residents that petitioned for the installation
- ♦ Completed Phase 1 of the CDBG Senior Center Kitchen Remodel Project, which included finalizing a design for the new facility and purchasing necessary equipment
- ♦ Completed a Grant Management Policies and Procedures for adherence to federal guidelines
- ♦ Sprayed 650 Manholes for insects
- ♦ Placed approximately 37 homeless people in temporary or permanent housing
- ♦ Slurry sealed 693,512 sq. ft. of streets
- ♦ Added 4 new sculptures to Brea's Art in Public Places Program, increasing the total collection to 183 sculptures
- ♦ Coordinated initial construction permitting of the Hines Companies mixed use project
- ♦ Provided traffic control, street closures, and clean up for Brea Fest and Veteran's Day events
- ♦ Began implementing a Voice Over IP (VoIP) phone system replacement for our soon to be no longer supported phone system. The new ShoreTel (Mitel) phone system will have enhanced capabilities for staff to better serve the public
- ♦ Removed and replaced 165 street sweeping signs for new sweeping schedule
- ♦ Facilitated City Clerk's Office reorganization plan
- ♦ Fire Department conducted 50 public education events (station tours/truck visits)

ACCOMPLISHMENTS: FY 2018-19

- ◆ Finalized concept plans for turf replacement at Wildcatters Dog Parks
- ◆ Cleaned 992 storm drain catch basins
- ◆ Presented the world-premiere of “One Hit Wonders: The Songs You Hate to Love,” to sold-out houses at the Curtis Theatre
- ◆ Produced 17 Public Information Videos
- ◆ Achieved recognition for Brea’s Art in Public Places Program for Achievement in Outstanding Contribution to the Built Environment for the Blackstone Brea 2017 public art installation
- ◆ Cleaned 37 miles of sewer mainline
- ◆ Served more than 5,500 walk in customers at the Community Development counter
- ◆ Inspected 10 miles of sewer mainline
- ◆ Began replacing the City’s internal intercom notification system providing increased notification and safety in the Brea Civic Center building. This will address dead zones in the building and provide full notification when needed to visitors, City staff, and tenants
- ◆ Removed old illuminated street name signs and replaced with reflectorized signs at 27 intersections
- ◆ The Parks, Recreation and Human Services Commission completed a successful goal-setting exercise which resulted in an Executive Summary of their upcoming priorities for the community
- ◆ Presented annual Citizen Academy
- ◆ Covered or removed more than 800 graffiti tags
- ◆ Began work on a Parks, Recreation and Human Services Needs Assessment which will result in a thorough review and assessment of Brea’s existing facilities and programs and determine needs for the future
- ◆ Transitioned from weekly street sweeping to twice per month
- ◆ Reduced Purchasing and Reprographics department staffing by 0.5 full-time equivalent position (part-time Mail Clerk), resulting in an overall savings of \$13,400 in City staff costs
- ◆ Injected 658 trees against Shot Hole Borer
- ◆ Held Annual Open House at Fire Station 1
- ◆ Installed temporary traffic modifications at State College Boulevard & Cliffwood Avenue and at Lambert Road & Cashew Avenue
- ◆ Completed 6 Low Income Housing Rehabilitation Projects on 4 single-family homes and 2 mobile homes
- ◆ Provided over 6,000 gravel bags to residents in preparation of storm events
- ◆ Police Department presented weekly “Facebook Live” broadcasts
- ◆ Revised Purchasing Policy Limits Resolution for Public Works Projects in accordance with State limits increasing bid thresholds to \$60,000 for informal bids and \$200,000 for formal bidding
- ◆ Participated in Countywide Emergency Operation Center (EOC) Drill
- ◆ Relined 14,558 linear feet of sewer mainline

ACCOMPLISHMENTS: FY 2018-19

- ♦ Conducted an average of 60 group fitness classes per week with the assistance of approximately 50 fitness contractors, resulting in 78,545 attendee visits with an average of 2,800 classes offered throughout the calendar year
- ♦ Installed 2 ADA ramps on Wandering Lane
- ♦ Completed Arbor Day Event
- ♦ Celebrated the opening of Central Park, the newest public park facility located on Central Avenue and Site Drive. Central Park is a public/private partnership featuring Brea's first splash pad, age appropriate play equipment, public art installations and passive walking areas for the community to enjoy
- ♦ Redesigned the BreaLine cover
- ♦ Installed rubber surfacing at 10 park playgrounds
- ♦ Revised Purchasing Card (Cal-Card) Procedures
- ♦ Sold 2,900 annual Fitness Center memberships, serving a total of 3,755 members including family plans. Sold an additional 17,072 daily drop-in passes, as well as various passes including massage memberships, one-month passes, and three-month passes resulting in 145,429 fitness patron visits
- ♦ Conducted two 5-day CERT academies
- ♦ Completed way-finding signs at The Tracks at Brea
- ♦ Completed more than 8,000 Building & Safety inspections
- ♦ Provided health and fitness testing to more than 135 seniors at the second annual National Senior Health and Fitness Day
- ♦ Completed Senior Center, Sports Park, and Civic Center Landscape Improvements
- ♦ Provided 281 volunteer opportunities for residents, equating to 1,194 hours of program support for the Curtis Theatre
- ♦ Installed employee memorial at the Civic Center
- ♦ The Brea Fitness Facebook page reached 20,816 followers during fitness ad campaigns
- ♦ Issued 125 warnings for water ordinance violations
- ♦ Created Brea Central-Purchasing Page with a discussion board, FAQs, hyperlinks, procedures, documents, and status reports-requisitions to better inform staff
- ♦ Public Works participated in Brea Fest, 4th of July Country Fair, and Taste of Brea
- ♦ Served more than 850 attendees at the Brea Community Center's Annual Wellness Festival by hosting 100 business services and low-cost flu shots. Additionally, 135 participants signed up for Wellness Festival exclusives
- ♦ Continued classroom outreach program at Brea Olinda High School for the AP Environmental Classes
- ♦ Developed Wildlife Watch Program
- ♦ Police Department Property and Evidence Technician was named the Orange County Property Officer of the Year and is nominated for the same award statewide

ACCOMPLISHMENTS: FY 2018-19

- ♦ Participated in the Inner Coastal Cleanup event with more than 100 volunteers that removed 1,200 pounds of trash from the creek
- ♦ Completed further amendments to the City's Zoning Ordinance to address evolution in State laws related to cannabis land uses
- ♦ Provided over 12 Art Gallery tours to Brea's After School Program, school groups, art organizations, City staff, and local university classes
- ♦ Maintained Platinum Tier in the Energy Partnership
- ♦ Created a new Intent to Purchase Agreement and Sales and Purchase Agreements
- ♦ Served 16,000 youth and adults through various contract classes offered by the Community Services Department, including Junior Tennis Academy, Kids Love Music and Webby Dance & Tumbling
- ♦ Enrolled 16 Buildings into the Energy Star Portfolio Manager from the EPA for compliance with the AB 802
- ♦ For the past 15 years, the Brea Fitness team's long-standing relationship with Beckman Coulter Inc. has shown a commitment to the local Brea business by providing group fitness classes, small group training/personal training, and health promotion incentives to Beckman employees
- ♦ Completed 8th year of the Fire Department Command Staff Consolidation
- ♦ Inspected 124 food establishments for compliance with the Fats, Oils and Grease Program
- ♦ Served 96,000 customers through the City-wide facility rental program, including 74,000 at the Brea Community Center and 22,000 at other City facilities including the Civic and Cultural Center, Pioneer Hall, and Senior Center
- ♦ Inspected 365 businesses for compliance with the NPDES (Stormwater) Permit
- ♦ Booked 260 rental clients through the Community Services Facility Reservations program
- ♦ Equipment Division completed 305 vehicle preventive maintenance services and replaced 413 tires
- ♦ Two Mechanics attended California Fire Mechanics Academy Apparatus training
- ♦ Conducted a joint-procurement of Street Sweeping Services with Fullerton and Placentia
- ♦ Continued the Senior Subsidy Rental Program assisting 22 very low-income Brea Seniors
- ♦ Trained shop staff in AQMD Rule 461/Daily Inspection & Practices on Fuel Island dispensing nozzle equipment
- ♦ Accommodated more than 380,000 visitors at the Brea Community Center with the highest activity functions including fitness, facility reservations, and sports
- ♦ Purchased a new Pierce Fire Pumper to replace a 16-year old front line KME unit
- ♦ Communications and Marketing Division developed and project managed the new Economic Development website

ACCOMPLISHMENTS: FY 2018-19

- ♦ Brought in approximately 1,800 people to Family Films over the course of 6 weeks
- ♦ Purchased a used 1998 American La France 105' Aerial Tiller truck from City of Vernon
- ♦ Auctioned various vehicles, equipment, and items during 2018 calendar year and received about \$40,000 in proceeds
- ♦ Drew approximately 500 people to the Annual Tree Lighting Ceremony
- ♦ Equipment Division assisted Police Department in putting together a donated transit van and box trailer for Police Explorer program
- ♦ Responded to 5,567 calls for Fire Department service
- ♦ Completed sales of former Redevelopment Agency owned parcels
- ♦ Orange County Transportation Authority donated 2 replacement shuttle busses for a Senior Center program
- ♦ Used grant funding to purchase portable speed feedback signs and new radar devices
- ♦ Changed out copper fitting to stainless steel tubing fitting in 2 large water vaults
- ♦ Attracted approximately 18,090 participants to the following community fairs: Annual July 4th Country Fair (6,500), Bridal Show (720), Nutcracker Craft Boutique (5,000), Spring Craft Boutique (4,320) and First Annual Pet Expo (1,550)
- ♦ Replaced water meters at all schools
- ♦ Identified about \$25,000 per year savings by right-sizing office copiers. To be realized starting approximately April 1, 2019
- ♦ Installed/replaced fire hydrants on State College Boulevard
- ♦ Hosted over 200 participants for the Father/Daughter Dance at the Brea Community Center
- ♦ Read, tested, and maintained 13,746 water meters per month
- ♦ Concerts in the Park presented 6 free community concerts, drawing approximately 6,500 people
- ♦ Checked water quality daily, weekly, and monthly
- ♦ Coordinated outreach for ADA Transition Plan survey and community meeting
- ♦ Oversaw customer's backflow ordinance on a daily basis. This was due to the Health Department's mandatory one year testing policy
- ♦ Partnered and co-produced 9 to 5 with Southgate Productions, a local professional theatrical production company engaging local performers
- ♦ Developed and/or provided in-house and Liebert Cassidy Whitmore Consortium training workshops for employees covering various employment/labor topics including: HAZWOPER OSHA Safety Course Training, Blood Borne/Hearing/Heat OSHA Training, Performance Reviews/Discipline Training (Managers 101), Active Shooter Training and Preventing Workplace Harassment, Discrimination and Retaliation Training
- ♦ Worked with inspectors and contractors on a daily basis to ensure that City of Brea standards are met for each and every project

ACCOMPLISHMENTS: FY 2018-19

- ♦ Registered 350 pre-school participants in various Tiny Tots Programs (early childhood development) at the Community Center, resulting in 12,500 visits to the classrooms
- ♦ Established and hosted the North Orange County Planning Collaborative, a monthly meet up of Planning staff from North County cities to further inter-agency communication and best practices for the community
- ♦ Successfully negotiated labor contracts with 2 City associations
- ♦ Completed 2,700 underground Dig Alert inspections/markings
- ♦ Registered 180 Brea youth in the After School Program and various Teen Zone programs, resulting in 24,300 visits to the Community Center
- ♦ Maintained 13 water booster pumps and 2 split case pumps
- ♦ Enrolled 215 youth participants in the 10 week Summer Day Camp Program, resulting in 870 visits to camp
- ♦ Inspected and maintained water well site daily for the Brea Creek Golf Course and Arovista Park
- ♦ Coordinated annual employee recognition program
- ♦ Conducted 1 RACES drill
- ♦ Registered over 370 teams for City-run adult sports leagues, including football, basketball, volleyball, soccer, and kickball
- ♦ Completed and submitted the Inundation Map for the 30 MG Central Reservoir Dam to the Division of Safety of Dams
- ♦ Coordinated and hosted annual Employee Health Fair in partnership with a new vendor
- ♦ The Brea Community Center accommodated 155 National Junior Basketball (NJB) practices with the Gymnasium Rental program
- ♦ Repaired 10 water main breaks
- ♦ Served 2,600 Youth Sports participants by assigning fields and outdoor basketball court space to Brea-based Non-Profit Youth Sports groups. These groups included Brea Soccer Association, National Junior Basketball Association, Pop Warner, Brea Little League, and Brea Girls Softball
- ♦ Enhanced Social Media Presence for public information projects
- ♦ Replaced 38 water gate valves ranging from 2" to 12"
- ♦ Police, Fire, Public Works, and Community Services participated in National Night Out
- ♦ Conducted a total of 2,369 summer swim lessons and served 9,417 attendees at the daily recreational swims
- ♦ Continued the Homebuyer Assistance Program that currently has 112 participant households and 72 active loans. Revenue to the Housing fund was \$172,381 from the payoff of loans and City equity share
- ♦ Created a contracts processing workflow with a built in insurance tracking system
- ♦ Repaired and changed out 950 water meters
- ♦ Coordinated the ongoing Department of Transportation (DOT) random drug and alcohol testing program and monitored follow-up

ACCOMPLISHMENTS: FY 2018-19

- ♦ Hosted 4 Art Gallery opening receptions with live music, food, drinks, and opportunities for visitors to meet the artists. Each reception drew between 250 and 900 visitors
- ♦ Installed 6 new 1" and 2" water service lines
- ♦ Nearly 1,150 participants registered for City-run youth sports programs. The programs included basketball, baseball, soccer, volleyball, and introduction to youth sports
- ♦ Changed out 92 1" water angle stops
- ♦ Conducted Emergency Operations Center (EOC) Refresher Course
- ♦ Flushed, inspected, exercised, and painted 1,450 fire hydrants
- ♦ Exercised and maintained valve boxes for 2,765 water gate valves
- ♦ Administered, coordinated, and processed Workers' Compensation claims so that employees returned to full duty in a timely and safe fashion
- ♦ Continued compliance monitoring for 253 units in the City's Affordable Housing Rental Program
- ♦ Drew nearly 52,000 people to programming at the Curtis Theatre, including performances during the Curtis Theatre season, Brea Youth Theatre, and rentals
- ♦ Completed final phase of Art Gallery remodel
- ♦ Hosted 4 sessions of Coffee With A Cop
- ♦ Installed Senior Center ADA Improvements
- ♦ Provided safety and lifesaving skills to 35 children in the Jr. Lifeguard aquatics program
- ♦ Repainted Senior Center's Southside interior
- ♦ Presented Disney's Peter Pan and Seussical, as part of the Brea's Youth Theatre Program in partnership with Stagelight Productions, the resident youth theatre company
- ♦ Developed communication collateral for the North Orange County Service Planning Area (SPA) City Manager group dedicated to improving regional homelessness
- ♦ Installed new air conditioning in the Senior Center Kitchen
- ♦ Provided Aqua Aerobics toning and conditioning classes for over 226 participants
- ♦ Painted top floors of Parking Structures I and II
- ♦ Hosted 15 private rentals for pool parties at the Plunge
- ♦ Replaced commercial water heaters at Senior Center and Fire Stations 1 and 2
- ♦ Assisted and advised employees and retirees with health benefit information and helped resolve problems
- ♦ Improved locker room at Fire Station 3
- ♦ Conducted over 70 Medi-Cal and Food Stamps application assistance appointments in a partnership between the Resource Center and Orange County Social Services

ACCOMPLISHMENTS: FY 2018-19

- ♦ *Modified the Low and Moderate Income Rental online waiting list to more directly connect housing providers with potential tenants and streamline putting families into homes*
- ♦ *Re-grouted showers at Brea Community Center locker rooms*
- ♦ *Provided 80 free mammograms to under-insured women through the Resource Center working alongside the YWCA of Orange County*
- ♦ *Installed new water boiler at the Plunge*
- ♦ *Promoted City-wide events including Love Brea, Veteran's Day, and Lagos de Moreno Re-dedication*
- ♦ *Presented 4 Art Gallery exhibitions, including PaperWorks Refolded, which was named one of the top ten exhibitions in Orange County in 2018 by the OC Weekly*
- ♦ *Replaced T-bar ceiling, lighting, and HVAC ducting in the Art Gallery office*
- ♦ *Provided 1550 individual, couple, and family counseling sessions through the Family Resource Center Counseling Program*
- ♦ *Held "Stop the Bleed" training*
- ♦ *Replaced motor on Civic Center P2 level gate*
- ♦ *Began review of launching new FPPC automation system for 700 Form filing and Ethics Training certification*
- ♦ *Conducted 30 recruitments for regular, part time, and hourly employment for various classifications*
- ♦ *Logged more than 30,000 volunteer hours through the Hands on Brea program, totaling over \$872,700 in donated time*
- ♦ *Replaced 4 ton HVAC package unit at Senior Center*
- ♦ *Conducted over 200 appointments through our Veterans Services Office at the Resource Center*
- ♦ *Completed several requests for reclassifications as a result of individual requests and departmental organization changes*
- ♦ *Participated in Love Brea by welcoming more than 30 volunteers assisting with multiple projects at the Senior Center, including planting flowers and plants, organizing storage, and cleaning off the courtyard shade structure, equipment, and windows*
- ♦ *Part 1 Crime (Serious) decreased 11% in 2018 as compared to 2017*
- ♦ *Served more than 58,000 seniors with an average monthly attendance of over 4,800 at the Senior Center*
- ♦ *Hosted a "Train the Trainer" for Stop the Bleed program*
- ♦ *Removed all obsolete fire hose cabinets and changed out extinguisher boxes at Downtown Superblock Parking Structures I and II*
- ♦ *Continued work of the Brea Core Plan, which includes proactive planning efforts for implementation of Brea Envisions initiatives*
- ♦ *Completed Senior Center Security Project*

ACCOMPLISHMENTS: FY 2018-19

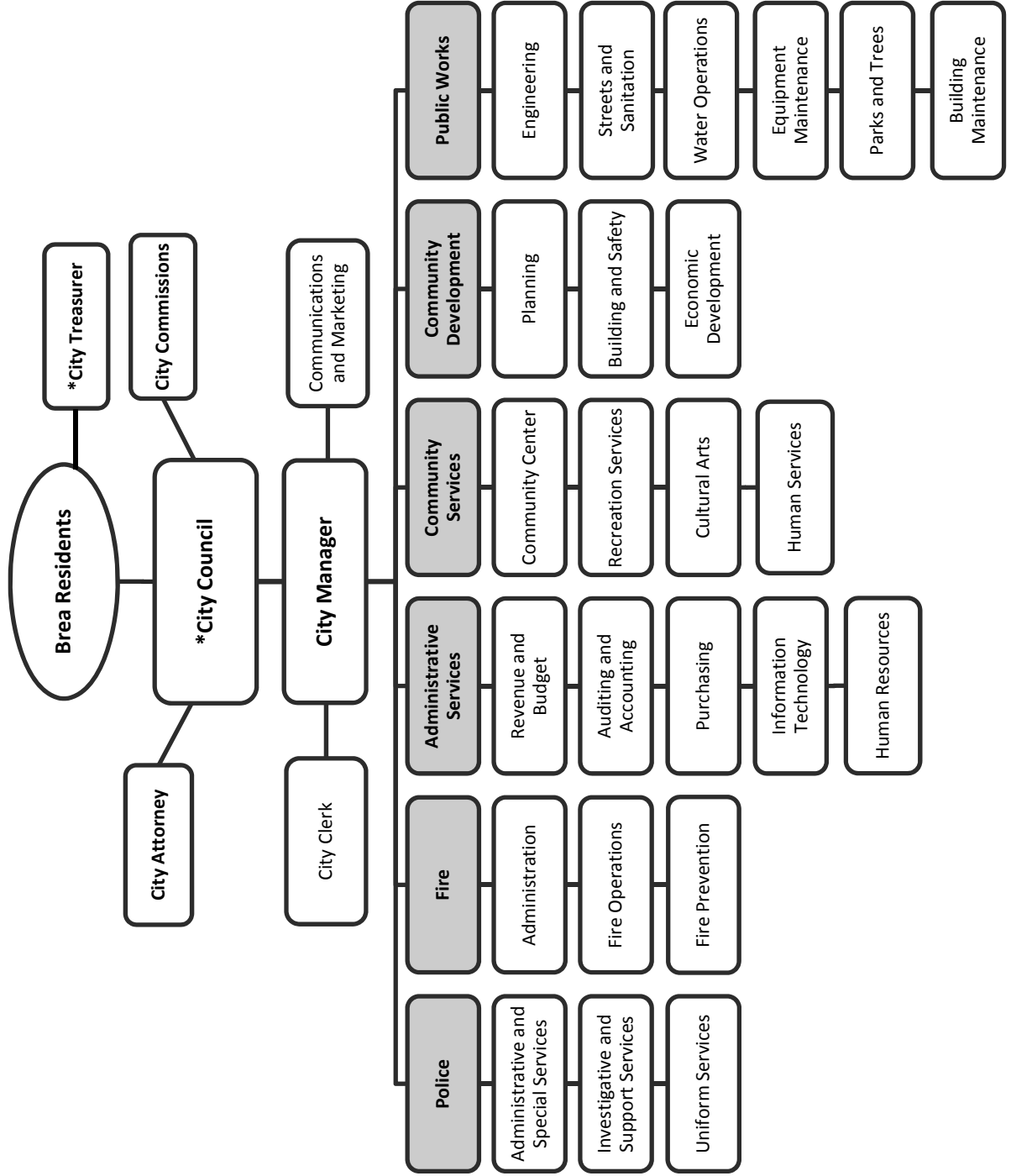
- ♦ Updated City-wide master salary schedule to comply with CalPERS regulations, which included the part time minimum wage increase
- ♦ Fire Department assisted the Career Exploration Program at Laurel Magnet School
- ♦ Continued the Friday Lunch Program at the Senior Center, serving over 4,600 meals, averaging 80 participants each Friday. Served a total of 14,600 Friday lunch, congregate, and special event meals at the Senior Center
- ♦ Fulfilled 197 public records requests
- ♦ Removed outdated fluorescent chandeliers in Pioneer Hall and replaced them with new LED units
- ♦ Planned, promoted, and presented the Curtis Theatre Season, including a combination of professional touring artist and notable local talent, selling a combined 4,836 tickets to 35 performances
- ♦ Part 1 (Serious) Crime decreased in 7 of the 8 reported crime categories in 2018 as compared to 2017. These categories include Homicide, Rape, Robbery, Aggravated Assault, Burglary, Theft/Larceny, and Motor Vehicle Theft
- ♦ Provided fitness classes and related activities for a total attendance of approximately 24,000 Senior Center participants
- ♦ Distributed over 3,000 wildland pamphlets to high fire and severe fire zones
- ♦ Received a \$200,000 Caltrans Alternative Transportation Planning grant to assist with the Brea Core Plan work program
- ♦ Replaced last HVAC package unit at the Senior Center
- ♦ Successfully implemented and rolled out a new Personnel Action Form (PAF) system with step-by-step training manual
- ♦ Installed T-bar ceiling at Plaza Level
- ♦ Provided over 7,900 rides for Brea residents to and from the Senior Center, as well as over 750 rides for shopping at local supermarkets and retail stores
- ♦ Re-lamped 700 fixtures with L.E.D. on the P1 Parking level at the Civic Center
- ♦ The Art Gallery was open to the public for 172 days and received over 8,000 visitors
- ♦ Created policy for departments having special events involving alcohol and coordinated State of California Alcohol Awareness training. Required Certification Training for Community Services staff
- ♦ Scanned approximately 3,000 records into the Records Management System
- ♦ Replaced lighting at wash rack with L.E.D. (20 fixtures)
- ♦ Provided health related resources and services to over 600 seniors at the annual Senior Health Fair, including over 175 flu shots and 10 health screenings provided by 83 vendors
- ♦ Held emergency preparedness demonstrations for citizen and business groups
- ♦ Delivered over 23,000 meals to an average of 36 home-bound seniors per month with the help of approximately 50 volunteers

ACCOMPLISHMENTS: FY 2018-19

- ♦ *Processed and settled various liability claims*
- ♦ *Installed new flooring at Plunge, Fire Station 2, Brea Community Center and Olinda Oil Museum*
- ♦ *Attracted over 175 aspiring artist to 12 Art Gallery workshops including mosaic, watercolor, and calligraphy classes*
- ♦ *Developed City-wide Training Calendar and placed on City's Intranet*
- ♦ *Hosted 3 FreshAIR artist in residence weekends, inviting artists to create their artwork live inside the Art Gallery and giving visitors a unique insight into their processes*
- ♦ *Replaced Air Handler Two at City Hall – PD Dispatch*
- ♦ *Collected over 500 toys for the Spark of Love Toy Drive*
- ♦ *Attracted 100 volunteers each month to the Senior Center, who committed 12,800 hours of service to the Senior Center and Home Delivered Meals programs*
- ♦ *Part 1 (Serious) Crime decreased by double digits in 6 of the 8 crime categories in 2018 as compared to 2017*
- ♦ *Modified traffic signal timing for The Tracks at Brea crossing at Brea Boulevard*
- ♦ *Processed wellness applications and developed a master list of eligible/ineligible items*
- ♦ *Fire Department conducted numerous neighborhood and community group presentations*
- ♦ *Provided 15 art students with the chance to study from highly renowned artist, Ratindra Das, during an exclusive four-day workshop hosted by the Art Gallery*
- ♦ *Coordinated Community Center Liability Risk Assessment*
- ♦ *Completed The Tracks at Brea Segment 2 and 3 Restroom Project*
- ♦ *Presented "Peter and the Starcatcher," the Curtis Theatre's first self-produced published show in over nine years*
- ♦ *Processed tuition reimbursement applications*
- ♦ *Completed The Tracks at Brea Segment 4*
- ♦ *Fire Department assisted with special events including the Bridal Show, Brea 8K, Spring Craft Boutique, Bonanza Days, Taste of Brea, Country Fair, Concerts in the Park, Brea Fest, Nutcracker Craft Boutique, and the Father's Day Car Show*
- ♦ *Installed a new sound system including an upgraded digital console, new speakers and amplifiers, and an updated monitor system at the Curtis Theatre*
- ♦ *Processed insurance documents for hundreds of City contracts*
- ♦ *Completed trash hauler benchmark survey*
- ♦ *Launched new Public Records Request System*



CITY ORGANIZATION CHART



*Elected

CITY MISSION STATEMENTS

All work performed in the organization must somehow relate to a basic policy direction as developed by the City Council. The fundamental building block upon which we base our work programs are the Council Mission Statements. A Mission Statement is a broad-based, generic policy developed by the City Council usually covering a single issue area. Mission Statements are expressions of the Council's vision. Usually expressed as a definitive statement of purpose ("Brea will do..." "The City is committed to..."), Mission Statements are the guide for the development of operational goals by the various departments.

Maintain a Safe Environment for Breans

Public safety is a basic element of Brea's quality of life. The City will continue to use education and prevention approaches as well as enforcement and appropriate maintenance of facilities to enhance people's sense of security.

Ensure Brea Remains a Special Place

Brea's small town atmosphere, our sense of community and our physical assets make Brea a special place. The City resolves to protect Brea's hillside and canyon areas and foster family values, quality education, cultural understanding, a vibrant civic and cultural life, and an involved and caring citizenry.

Protect and Enhance Brea as a Balanced Community

A successful community sustains itself by ensuring a balance in physical, economic and human development. A balanced community provides residents and businesses with the infrastructure and services which fulfill the diverse expectations of the community. A balanced community will provide a variety of land uses, promote economic health, and create and retain jobs while diversifying the revenue base needed to support services and maintain a sound reserve fund. A balanced community will also ensure a diversity of affordable housing opportunities for all elements of Brea, from the young to the old.

Increase Breans' Sense of Civic Ownership

The City commits itself to two-way communication and interaction with the community to facilitate vision building, long-range planning, and organizational excellence. These elements are necessary for the long-term success of the community.

2019 – 2020 OPERATIONAL GOALS

Operational Goals specifically describe the desired end result of various City programs. Operational Goals support one or more Mission Statements and begin to convert City Council policy as expressed through Mission Statements to specific program activities. The City Council typically reviews and approves Operational Goals biennially.

One of the ongoing goals of the City Council is somewhat intangible. It involves the notion of “Quality of Life” and attention to the “little things” that make a difference to individuals or specific neighborhoods. All City Departments work to provide programs and services that will make a difference in the Quality of Life of our residents and business community. Many of the operational goals identified below directly or indirectly address these general quality of life issues.

Maintain Brea’s “Family Centered” Community

Brea gets high marks for livability and strives to meet the needs of residents of varying ages, income levels, occupations, family types and lifestyles. Brea’s parks, recreation, cultural and community facilities are well managed and accessible to the Community. Diversified recreation and human service programs and activities provide a safe and healthy environment that fosters a “family-centered” community for Breans of every age group—infants to seniors. Through the Senior Center, Plunge, Community Center, Family Resource Center and Parks, Brea addresses the needs of the “whole” Community. This goal is also integrated into the work of Community Development, Public Works, Police and Fire. Through building and safety policies, development guidelines, Affordable Housing Ordinance for workforce housing, support of the Housing Successor Agency, Housing Rehabilitation Program, roads and infrastructure maintenance, fire and crime prevention efforts, emergency services and public outreach, these departments strive to provide and continue to maintain a high level of safety and quality of life for Brea Families.

Support Efforts in Remembering Brea’s Past

Brea’s commitment in preserving its history has taken shape from the recently constructed Brea War Memorial to the growing success of the Olinda Oil Museum and Trail, support of the Brea

Museum and Heritage Center. The City also looks forward to celebrating its Centennial year in 2017. Efforts to support projects and programs that remember Brea’s past is a goal that Brea City Council embraces. Understanding our past inspires our future.

Increase Citizen Sense of “Ownership” of Brea and a Civic Culture of Community Engagement

The Brea City Council commits to respond to public needs in a comprehensive, inclusive, transparent and efficient manner in order to maintain trust and work together to build a quality of life pleasing and safe to all residents. Efforts could include public outreach, such as the Brea Envisions community outreach initiative, community surveys, Internet and social media campaigns, as well as the official Commissions and Committees activities. The City’s commitment to volunteerism provides a strong link to the community without which we could not successfully operate many of our programs. The Brea Envisions project and its successes provide a solid foundation for future efforts and a goal for on-going engagement and partnership with Brea residents, businesses, and key stakeholders.

Support Brea’s Youth and Families

The Family Resource Center works in partnership with the community and non-profit groups to meet the ever-changing needs of Brea’s youth and

2019 – 2020 OPERATIONAL GOALS

families. Family-oriented events, activities, and programs are designed to support a wholesome environment for the entire family like the Country Fair, Tree Lighting, Brea Fest, Family Film Nights, and Concerts in the Park. Community Services strives to improve the quality of life for residents through active lifestyles, fostering human development and increasing diversity like our Wellness Festival, Health Fairs, Teen Program and Events and offering programs that support the healthy eating active living (HEAL) cities campaign. Our constant stewardship is necessary to ensure that Brea's youth and families are protected, nurtured, and educated whenever possible. All of these programs, services and activities are meant to strengthen the Brea community and sense of well-being. "It takes a Village" is an approach Brea uses to foster working relationships and partnerships with various local businesses, agencies and churches.

Develop and Implement Programs, Services and Activities to Address the Changing Issues of Seniors

Recognizing "aging" as a societal mega-force that demands thoughtful and creative planning, the City Council is committed to improving the quality of life and maintaining a community that is age friendly, supportive, and one that fosters the strengths of the aging population.

Reduce Barriers for Disabled Individuals

The City of Brea will strive to eliminate physical and other barriers that limit the ability of those with disabilities to participate in City programs and access services. The City commits to implementing the spirit, as well as the letter of the Americans with Disabilities Act (ADA), including working with the County to obtain federal grants to fund sidewalk improvements, restroom enhancements and parking lot realignment and further the implementation of the City's ADA transition plan.

Encourage Public Art and Cultural Experiences in Brea

Brea's quality of life and image have been enhanced by Brea's long-standing commitment to public art and cultural experiences. The arts are made accessible to all by forming community collaborations that support family programs such as live stage shows at the Curtis Theatre, children's theatre performances, interactive exhibits in the Brea Gallery, adult and children's art programs, art workshops, Concerts in the Park and the newly dedicated Brea War Memorial. In addition, Brea's nationally known Art in Public Places is a community favorite. Brea was the first city in the state to integrate art into everyday life with over 160 sculptures and is committed to their maintenance and preservation. With sculptures throughout the community, the entire City has become a public art gallery.

Ensure a Safe and Secure Environment

Public safety is a major priority to ensure the safety and security of our residential, commercial and industrial communities. We are committed to providing the highest quality, technologically advanced, and most efficient law enforcement and fire services possible, including the areas of emergency response, enforcement, education, community participation, prevention, and problem solving.

In December 2016, the City adopted the 2016 California Fire Code including the local amendments to ensure that Brea's commitment to fire prevention is maintained. In addition, the Fire Department implemented the "Ready, Set, Go" program for citizens in the urban interface. The Fire Department oversees the Community Emergency Response Team (CERT) program to train and organize teams of residents in each of Brea's neighborhoods to assist in the mitigation of emergencies. We are committed to maintaining highest level resources to meet the needs of our community.

2019 – 2020 OPERATIONAL GOALS

Prepare for Natural and Other Catastrophic Emergencies

In a region where potential catastrophes can arise for a variety of reasons, including earthquakes, floods, fires, hazardous chemical spills, airplane crashes and terrorist attacks, it is necessary that the City be prepared to react to these potential tragedies and minimize their impacts on the community. The City has adopted the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) and will continue to conduct necessary training, planning, and exercises to ensure readiness for all phases of emergency management – mitigation, preparedness, response and recovery.

Promote “Urban Forestry”

While trees add considerably to the aesthetics of our community, “urban forests” also promote a good community environment. They contribute to clean air, provide cooling shade, support wildlife, and protect us from the wind. The challenge is in providing an “urban forest” that fits within the semi-arid climate of Southern California. We will work to continue earning a “Tree City USA” distinction with our “urban forest” program and continue to promote environmental sensitivity.

Efforts will also be made to reduce high water turf areas owned by the City and replace with low water usage plants and trees. Water efficient landscape will be incorporated into the Tracks at Brea Trail and at other City facilities.

Improve Water Management Capabilities

It is important to have sufficient storage capacity to ensure deliveries during times of drought and temporary importation cutoffs, as well as practicing and advocating prudent runoff control. Promoting the efficient use of water is another important goal. As such, the City will continue to work with residents and the business community to

conserve water supplies. Recognizing the unpredictability of nature resulting in periodic droughts, it is important to promote the “OC Water Smart” program so that we may continue to reduce demand and minimize rate increases. With the addition of pumps at the major reservoir site, we will continue our efforts to identify and take advantage of less costly water sources and delivery systems like Cal Domestic. This also includes exploring opportunities to purchase additional water rights (“shares”) from Cal Domestic to position the City in a more desirable position should water scarcity continue.

It is also important to continue to explore the use of non-potable water for landscape irrigation purposes. There may be an opportunity to use grey water discharged by the energy plant at the Brea Landfill and/or from the oil producing operation adjacent to the Sports Park.

Provide Urban Storm Water Quality, Management and Planning

In 1987, Congress amended the Federal Water Pollution Control Act (also known as the Clean Water Act) in order to protect the ocean from the impacts of urban runoff. The amendments established a framework for regulating municipal and industrial discharges under the National Pollutant Discharge Elimination System (NPDES) program. Under this program the City will continue to develop, implement, and enforce effective storm water management with the goal of reducing the discharge of pollutants to the maximum extent practicable. Our element of our storm water program is the installation of filtration devices in municipal storm drains. A second program to reduce the impacts of fats, oils and grease (FOG) in the sewer system is also in progress. Under the FOG program, we are working with local food establishments to reduce sewer blockages due to build-up of FOG materials in the system.

2019 – 2020 OPERATIONAL GOALS

Promote Recycling and Other Efforts to Minimize Solid Waste

Because of state mandate (AB 939) and our concern for the environment, the City Council initiated a major recycling program to reduce Brea's waste stream going into the landfill by 50 percent. In January 2012, AB 341 (Mandatory Commercial Recycling) was signed into law in California effectively creating a new statewide recycling goal of 75% by 2020. The new regulation requires businesses generating four or more cubic yards of commercial waste per week and multi-family residential dwellings of five units or more to implement recycling programs on or after July 1, 2012. City staff and our contracted waste hauler will work with customers to ensure these goals are met.

Additionally, with the passage of AB1826, the City will work with our local businesses and waste hauler to separate food waste (organic waste) and recycle in a specified manner based on the amount of organic waste it generates.

Continue Community Public Communications and Marketing Efforts

This organization will continue to foster positive communication between the City and our residential and business communities. Efforts include the delivery of general information to the public, soliciting feedback, and conducting educational efforts and neighborhood outreach. We will work to ensure that we maximize the benefits and uses of technology in order to maximize the reach of the message. This includes partnering with Nextdoor.com, which offers residents an online community engagement tool to facilitate neighborhood conversations and build a stronger community network, as well as utilizing the Internet, digital and social media to communicate to and engage the community. The continued success of Brea relies, in part, on our ability to communicate and engage both to our own community, as well as to the surrounding region.

Provide Exemplary Customer Services

The City of Brea is in the business of serving its community. Brea city government operates in a marketplace competing for residents, businesses, shoppers, visitors, and users of our services. In order for us to succeed, we understand that all our employees must provide exemplary "customer care" for internal, as well as external customers. Customer satisfaction is critical if our City organization is to maintain political and financial support.

Provide Efficient and Supportive Internal Services to Internal Customers

Our departments that provide direct services to the community require professional support services, including payroll, accounting services, information technology, marketing, maintenance, purchasing, and Human Resource administration. Our goal is to provide these internal services in a manner that is cost effective and meaningful to front-line service providers. Opportunities for cost-saving measures and innovative methods of providing traditional services are strongly encouraged.

Promote Learning and Training Opportunities

Our ever-changing and highly competitive environment makes it necessary to provide training, education, and development for all employees. By committing ourselves to learning, by continually enhancing our knowledge, skills and abilities through training and learning opportunities, we are guaranteeing success for our organization. This Learning Commitment enables the City to provide the best services possible for our community by providing its employees with the most up-to-date information, training and educational opportunities available. We will continue the implementation of this goal even in the midst of challenging budgets.

2019 – 2020 OPERATIONAL GOALS

Increase the Efficiency and Productivity of Our Organization

We recognize and embrace the ever changing nature of our workplace. We will continue to enhance our organization by working collaboratively. These efforts recognize the changing culture of a modern organization and acknowledge the importance of all of us working together. By providing a high quality working environment we are able to deliver a higher level of care for internal and external customers.

Protect and Enhance Our Financial Resources

To protect our financial position during economic downturns, City reserves will be set aside to address unforeseen events and natural catastrophes. Through wise investments and money management strategies, the City strives to make its tax dollars go even further. The City will continue to maintain a diversified investment portfolio, and ensure that the investments are in compliance with its investment policy. The City should continue to have its financial records and internal control structure reviewed on an annual basis by its independent accounting firm. Furthermore, costs must be continually scrutinized and efficiencies achieved. Wherever possible and appropriate, the costs of providing services will be recovered from those benefiting from the service. Finally, the City will continue to develop entrepreneurial approaches to fund the ongoing, as well as increasing demand for services.

Explore Opportunities for Shared Services

Municipalities everywhere have been greatly impacted financially from the recent recession and the elimination of Redevelopment Agencies. As a result, shared services have become a popular mechanism to create monetary savings and services efficiencies. Cities are rethinking traditional city-specific delivery systems and the public demands

more creativity. Brea took this to heart and has taken great steps in exploring opportunities for shared services while still maintaining local control. Brea has already formed a successful partnership with the City of Fullerton to provide shared fire command staff and is continuing exploration with other North Orange County cities to identify the feasibility of police services sharing and other beneficial partnerships that improve service or reduce costs to our constituents.

Protect Local Tax Dollars

The City will continue to participate in legal challenges against the State's further attempts in restricting or diverting local funds which reduce local control and prevent tax dollars from being available to the Brea community.

Maintain the City's Investment in Itself

The City has made a substantial investment in streets, parks, trails, medians, civic buildings, and other utility-related improvements throughout the years. It is essential that the investment and the services to the community be maintained at a high level. Council has adopted a comprehensive Fixed Asset Replacement Program that serves as a financial planning tool to enable us to make reasonably accurate predictions about future budget requirements for the upgrade and replacement of City-owned physical assets, and include those replacement costs in the City's operational budget to the greatest extent financially possible.

Effectively Plan For and Balance Resources and Demands for Service

The City provides high levels of services to every facet of the community. We will effectively balance our fiscal resources with the community's current demands for services, as well as plan for increased service demands as the community grows. We will continue our Brea Employee

2019 – 2020 OPERATIONAL GOALS

Strategic Team (BEST) efforts, evaluating the cost of providing services to new areas of the City and evaluating actions needed to generate revenue to pay for new services.

Ensure Continuation of Effective Citywide Records Management Program

Brea's records management efforts assure the systematic control over the creation, acquisition, processing, use, protection, storage, and final disposition of all recorded information required by municipal government to effectively conduct business. The City will continue to be proactive, organization-wide, in the management of records and will continue the practice of having an annual records management day. We will take advantage of document imaging and other technology to promote an open government for all. Additionally, we will make the City's public records more accessible to the public and staff, provide disaster recovery for valuable documents and improve customer service levels while reducing records research time, and the space devoted to storing documents.

Manage the Future of Brea's Sphere of Influence

The development of land within Brea's Sphere of Influence (SOI) and its incorporation into the City would nearly double Brea's size. We have an obligation to guide the process that could forever change our community. Sphere of Influence planning has included the crafting and adoption of new Hillside Residential zoning and its placement as "pre-zoning" in the SOI. This zoning permits the orderly development of property within the hillside areas through a set of hillside development standards aimed at protecting the public health, safety and welfare; protecting and preserving natural and biological resources for the long-term benefit of the Brea community and the broader community; and recognizing the inherent value in the land within the SOI and retaining it through appropriate, sensitive, site design, grading,

landscape and building architecture. We will also continue to evaluate our infrastructure policy and our development review process specific to the SOI.

Preservation of Open Space

In response to strong public support for open space preservation, the City has a responsibility to pursue efforts to attain this goal. Previous Council actions, such as adopting the Open Space Resolution (No. 02-100) and participating in a multi-agency coalition underscore the City's commitment to this important effort. However, given the impacts associated with potential development activities including increased traffic and previous wildfires, which primarily impacted urban wild land interface zones, additional actions are necessary, including acquisition of land for the public good. Brea prides itself on being responsive to its constituency.

Pursue and Promote Land Use Planning Opportunities and Economic Development

The City is committed to maintaining a healthy and vibrant atmosphere for businesses and a thriving and balanced local economy. In order to provide high quality programs and customer service without increasing taxes, it is essential that the Brea's economic base remain strong. The City will maintain Brea's edge through sound land use planning and economic development efforts and work programs while continuing to foster productive working relationships with the Chamber of Commerce, Brea Mall, Brea Downtown Owners Association and other major employment and commercial centers and key stakeholders. Specific efforts within the Central City Core are anticipated to include economic and market analysis which will inform possible land use and other opportunity considerations for the City. Sound land use planning and successful economic development projects are a key to maintaining Brea's desirable reputation in the business world as well as Brea's excellent quality of life.

2019 – 2020 OPERATIONAL GOALS

Continue Improving Neighborhoods

Through a grant process, the City receives an annual allocation of Federal Community Development Block Grant (CDBG) funds for the Single Family Housing Rehabilitation Program. This program improves neighborhoods and preserves the City's stock of affordable housing by annually providing approximately 15 loans and grants to qualified low income home owners.

Promote Effective Land Use Policies for Workforce Housing

Increasingly, employees of Brea businesses are moving to outlying areas in an effort to find affordable housing. Consequently, these employees commute long distances in order to realize their dream of home ownership. Retired Breans who live on fixed incomes are finding it increasingly difficult to afford housing in town. There is a tremendous need for quality affordable and accessible housing for our seniors, young families, veterans and those working in the community. With the loss of Redevelopment and Housing Set Aside funds, the City must identify creative solutions to rehabilitate existing affordable housing and to develop additional workforce housing. Effective land use policy considerations, particularly within the Central City Core, provide for this goal.

Promote Regional Transportation Improvements

A great deal of the traffic impacting Brea's streets and highways is a result of commuters traveling to or through the community. Each year, millions of commuters travel on the "57 Corridor" with many choosing to exit onto our streets to avoid bumper-to-bumper traffic on the freeway. Consequently, it is important for the City to advocate and plan for regional transportation improvements on nearby freeways (e.g., HOV/HOT lanes) and mass transit, both of which will serve commuters, as well as local residents. Additionally, by developing the City's

trail system including the "The Tracks at Brea", the City will encourage transportation alternatives such as for walking and cycling.

Brea will continue to act as a leader for the North Orange County Cities Coalition (NOCCC) consisting of the cities of Brea, Buena Park, Fullerton, La Habra, Orange, Placentia and Yorba Linda. This group is working together on developing transportation options to serve the north county area. The team is defining transit routes along arterials, commuter options including Bus Rapid Transit and land planning to enhance use of transit facilities. Moreover, our efforts will include aggressive traffic enforcement, community education, ongoing evaluation of the Master Plan of Arterial Highways, a traffic study of possible hillside development impacts, and engineering programs directed at minimizing traffic collisions and improving traffic safety and circulation. We will actively seek out funding sources for the design and construction of critical transportation infrastructure while using signal synchronization, fiber optic cameras and other technology.

Develop and Maintain Influence with Other Governmental and Regional Organizations

While local control is important to the City of Brea, particularly in the area of land use, we recognize that our community is part of the county, the region, the state and the nation. Because the most significant issues are often regional (e.g., air quality, water, solid waste, housing, transportation), it is critical that we work with other governmental agencies to develop strategies to address them. Instead of solely reacting to imposed mandates and regulations by other agencies, the City will develop influence with these lawmaking bodies to participate in the deliberative process that results in new public policy.

2019 – 2020 OPERATIONAL GOALS

Promote Collaborative Relationships with the Brea Olinda School District

Brea recognizes that collaborative partnerships are vital to address the complexities of our changing environment in ways that will benefit the entire community. The City is committed to building, enhancing, and maintaining its positive working relationship with the Brea Olinda School District to address issues of mutual interest, such as future development in Brea, new schools and their locations, expansion and renovation of existing school sites, safe routes to schools, and joint uses in ways that look beyond traditional boundaries.

Promote “Green” Efforts and Encourage Energy Conservation Within the Organization and Throughout the Community

Through our participation in the Energy Coalition, Brea has been a leader in local government in reducing our energy consumption, supplying energy conserving alternative light fixtures and bulbs, and supporting efforts to educate the community about ways to conserve energy and reduce our impact on the environment. We will continue our efforts to evaluate options for installing solar arrays at additional City facilities, replacing equipment/fixtures with newer and more energy efficient products, and will also promote and enhance building codes to encourage “green” standards that further energy conservation for new and existing construction projects. These combined efforts of leading in energy conservation will allow the City to meet State mandates, including AB 32, related to reducing carbon output and SB 375, which links City planning documents to energy conservation and carbon output.

The City will continue to present the Green Life, Green Brea Award to those Brea businesses and organizations that exemplify achievement in energy and water conservation, and other measures that show a high level of environmental stewardship. These efforts, combined with Brea’s

own conservation efforts, will make Brea a more sustainable community to be enjoyed for generations to come. Brea enjoys the top “Platinum” designation under the Southern California Edison (SCE), Energy Leader Program. This designation results in higher energy rebates from SCE to the City of Brea.

Effectively Utilize Technology

The effective use of technology has become an increasingly critical factor in providing excellent municipal services. Brea will continue to equip community members and employees with innovative, secure, environmentally sound, and cost-effective technologies. This will facilitate the highest level of service to internal and external customers, increase civic participation, and enhance community well-being. Investment in technology will continue to be fiscally responsible and maximize organizational efficiencies that can be clearly linked to process improvements. Management of technology remains a collaborative effort, ensuring City-wide coordination of solutions which reduces variance across the organization and allows for strategic planning. It is imperative that staff at all levels of the organization be trained to properly select, implement, and utilize technology tools to most successfully conduct daily operations.

2019 – 2020 COUNCIL TOP PRIORITIES

On March 15, 2019, the City Council participated in a workshop to strengthen the Council/staff team and to discuss priorities for FY 2019-20 and future fiscal years. Using Mission Statements and Operational Goals as their guide, the Council and executive staff reviewed a list of possible priorities and added new items as part of their review. Following the brainstorming, the City Council was tasked to identify their top items from the list. The top priorities that emerged are identified below.

1. Continue to Pay Down Unfunded Pension Liability and Manage the Other Post Employment Benefits (OPEB)
2. Support Advocacy for Pension Reform and Reducing Workers Compensation Costs
3. Continue Next Steps for Downtown/Central Brea Proactive Planning
4. Prepare to Support the Changing Needs and Interest of a Significant Increase in our Senior Population
5. Determine Future Services Needs and Funding
 - a. Police Department
 - b. Fire Department
 - c. Public Works
6. Continue Master Planning Needs for Parks, Recreation, and Human Services and Cultural Arts
 - a. Continue Engagement of the Community, the Commissions, and the City Council to Complete Master Planning Efforts for Both Parks, Recreation, and Human Services and Cultural Arts
7. Continue Development of the Tracks at Brea Trail
 - a. Facilitate the Tracks' Western Extension Towards La Habra
 - b. Explore Options for Further Trail Enhancements:
 - i. Lighting
 - ii. Walkway Connections
 - iii. Security Cameras
8. Renegotiate Refuse Franchise Agreement with Republic Industries
9. Create a Balanced City Budget (Ongoing)
10. Complete the Transfer of Chevron Property (Birch Hills Golf Course) to the City
11. Complete Discussion with County Regarding State Permit for Olinda-Alpha Landfill
12. Explore and Consider Reclaimed Water Projects
13. Evaluate Emergency Medical Transport
14. Assess Traffic Impacts of New Development and Efficiencies for the Existing Circulation System

2019 – 2020 COUNCIL TOP PRIORITIES

15. Continue to Further Brea/Fullerton Fire Department Partnerships
16. Continue Regional Partnerships with Other Agencies
17. Implement Methods to Improve Employee Relations, Retention, Attraction, and Investment

BUDGET PROCESS

The preparation of the FY 2019-20 budget began with the selection of the Budget Team which included the Assistant City Manager/Community Services Director, Administrative Services Director, Revenue and Budget Manager, the Deputy Director of Community Development, the Fire Support Services Division Chief and the Senior Fiscal Analyst. The Budget Team met periodically throughout the process to discuss the City's financial situation and was responsible for developing guidelines for the budget preparation process.

On January 8, 2019, the Budget Team hosted a budget kick-off meeting with department budget coordinators. At this meeting, the budget coordinators were briefed on the City's financial picture, presented with the guidelines for the development of their FY 2019-20 budget, and given the budget calendar, instructions and other materials necessary to prepare their budgets.

Following the budget kick-off meeting on January 29, 2019, the Budget Team presented a budget update to the Brea Engagement Strategic Team (BEST). The BEST team, which is open to all employees, typically consist of over 40 City staff members working collaboratively on an ongoing basis to identify and evaluate changing City needs and issues. Over the past few years, the BEST Team has been working on the City's budget issues to identify revenue enhancements, service level reductions and labor impacts to assist in closing the budget gap for the coming fiscal year and beyond.

By February, Budget Coordinators submitted to the Budget Team their department's budget materials that included revenue projections, year-end budget estimates, budget requests for the following fiscal year and decision packages (requests for new programs, staff and/or capital outlay items). After receiving each department's submittal, the Budget Team met with representatives from each department to review their submittals. The purpose of these meetings was to discuss proposed changes and confirm adherence to the budget guidelines and consistency with City Council's goals and priorities. After meeting with all the City departments, the Budget Team continued to meet to discuss outstanding budget issues to prepare a "flash" general fund budget number for departments. This "flash" number is the initial analysis of what revenues over expenditures will look like for the current fiscal year and moving forward.

Throughout the budget process, the Budget Team provided updates to City Council which included the mid-year budget update on February 5, 2019 and the City Council Offsite Goal and Priority Setting Workshop on March 15, 2019. The workshop was open to the public and provided an opportunity for executive staff and City Council members to work collaboratively and discuss the priorities for the future. Using Mission Statements and Operational Goals as their guide, the Council and executive staff reviewed a list



BUDGET PROCESS

of possible priorities from last fiscal year and added new items as part of their review. Following the brainstorming, the Council was tasked to identify their top priority items from the list. From this, the City Council's top priorities emerged and set the framework for program funding for the future. The top priorities were shared and confirmed at the April 16, 2019 City Council Meeting.

On May 15, 2019, the Budget Team presented City Council's top priorities as well as the preliminary "flash" number to the Brea Engagement & Strategic Team (BEST) highlighting the current financial standings of the City and the financial projections for the next five years.

With feedback from the BEST Team, the Budget Team prepared for a Budget Workshop on May 21, 2019 with the City Council to review department decision package requests and provide an overview of the proposed budget. The public meeting was an opportunity for the City Council to discuss any programs, activities and/or any outstanding budget issues including any financial policy updates.

Following the Budget Workshop, the Budget Team prepared the budget for the City Council's adoption. A public hearing is held prior to July 1st for Council to adopt the proposed budget.

July 1st marks the beginning of the City's fiscal year and all appropriations lapse at year-end, except for those relating to encumbrances approved for carryover to the following fiscal year. The City Council has the legal authority to amend the budget at any time during the fiscal year. Budgetary controls are maintained to ensure compliance with the budget as approved by the City Council. Adjustments for additional funding requires approval of the City Council. The City Manager's level of budgetary control (that is, the level at which expenditures cannot legally exceed the appropriated amount) is detailed in the budget resolution.

At a minimum, a mid-year budget review with the City Council is conducted to provide a recap of the year-end standings from the prior fiscal year, as well as a look at the revised five year projections.

This process will begin again in January and departments are encouraged throughout this process to inform the Budget Team of any changes that may significantly impact the City's budget.

BASIS OF ACCOUNTING

Governmental (general, special revenue, capital projects and debt service) fund types are accounted for on a “spending” measurement focus. Accordingly, only current assets and current liabilities are included on their balance sheets. The reported fund balance provides an indication of available, spendable resources. Operating statements for governmental fund types report increases (revenues) and decreases (expenditures) in available spendable resources. The proprietary (enterprise and internal service) fund types are accounted for on an “income determination” or “cost of services” measurement focus. Accordingly, all assets and liabilities are included on the balance sheet, and the reported fund equity provides an indication of the economic net worth of the fund. Operating statements for proprietary fund types report increases (revenues) and decreases (expenses) in total economic net worth. Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations.

The modified accrual basis of accounting is followed by the governmental and agency funds. Under the modified accrual basis of accounting, revenues are susceptible to accrual when they become both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures, other than interest on long-term debt, are recorded when a current liability is incurred. Liabilities are considered current when they are normally expected to be liquidated with expendable available financial resources.

Property tax assessments are recognized as revenue in the fiscal year for which they are levied. Taxes, subventions, taxpayer assessed tax revenues, and entitlements held at year-end by an intermediary collecting government are recognized as revenue under the modified accrual basis of accounting. Reimbursement grant revenues are recognized when the related expenditures are incurred. Revenues from the use of money and property are recorded when earned.

The City Manager is authorized to transfer funds appropriated with respect to those classifications designed as other services and material and supplies within the same department. The City Manager may transfer categories to the capital outlay classification within the same department only; however, any revisions that alter the total expenditures of any department must be approved by the City Council. For budgeting purposes, the General Fund is composed of several departments while all other budgeted funds are considered a single department. Formal budgetary integration is employed as a management control device during the year for the governmental funds.

Legally adopted budgets for all governmental funds are established on a basis consistent with generally accepted accounting principles. Budgeted amounts are as originally adopted and as further amended by the City Council.

BASIS OF BUDGETING

Budgets are prepared on the modified accrual basis of accounting for all funds. Encumbrance accounting, under which applicable appropriations are reserved for outstanding purchase orders, is employed as an extension of the formal budgetary integration for all funds. For Governmental Funds (General Fund, Special Revenue Funds, Special Assessment Funds, Debt Service Funds, and Capital Projects Funds) encumbrances outstanding at year end are reported as a Reservation of Fund Balance since they do not constitute expenditures or liabilities. Unexpended and encumbered appropriations lapse at the end of the fiscal year. Project budgets are utilized in the Capital Projects Fund where appropriations remain open for one year. Governmental Funds use the modified accrual basis for financial reporting purposes. Proprietary Funds (Enterprise Funds and Internal Service Funds) are budgeted on the modified accrual basis but use full accrual basis for financial reporting purposes. For budget purposes, Proprietary Funds include capital expenditures that are paid for out of the funds, but capitalize these for financial reporting purposes. Large capital expenditures in the Utilities Fund that are paid for out of bond proceeds are budgeted, but capitalize these for financial reporting purposes. In the Proprietary Funds, payments made on debt principal are considered expenditures for budget purposes, however, for financial reporting purposes affect the balance sheet.

FISCAL POLICIES STATEMENT

Operating Budget Policies

- ♦ The City will adopt a balanced budget by June 30 of each year. A continuing appropriations resolution must be adopted by the City Council if the budget adoption will be delayed past June 30.
- ♦ An annual base Operating Budget will be developed by verifying or conservatively projecting revenues and expenditures for the current and forthcoming fiscal year.
- ♦ During the budget development process, the existing base budget will be thoroughly examined to assure removal or reduction of any services or programs that could be eliminated or reduced in cost.
- ♦ Current revenues will be sufficient to support current operating expenditures.
- ♦ Annual operating budgets will provide for adequate design, construction, maintenance, and replacement of the City's capital plan and equipment.
- ♦ The City will project its equipment replacement and maintenance needs for the next five years and will update this projection each year. From this projection a maintenance and replacement schedule will be developed and followed.
- ♦ The City will avoid budgetary and accounting procedures that balance the current budget at the expense of future budgets.
- ♦ The City will forecast its General Fund expenditures and revenues for each of the next five years and will update this forecast at least annually.
- ♦ Any revenues over expenditures from the prior fiscal year shall be transferred as follows: 95 percent to the City's Fixed Asset Replacement Fund (FARP) and 5 percent to the City's Other Post-Employment Benefits Fund (OPEB).
- ♦ The City will work toward and maintain one year's amount of pension obligation costs within the City's Section 115 Trust Account for Post-Employment Benefits. Contribution amounts by fund should be based percent of annual

pension obligation costs and shall include the City's enterprise funds.

General Fund Reserve Policies

- ♦ The City will maintain General Fund contingency reserves at a level at least equal to 25% of the General Fund expenditures. Of which 10% is for an Operating Reserve to provide sufficient cash flow and 15% is for an Budget Stabilization Reserve to provide resources in the event of the following:
 - Temporary or one-time decrease of revenues, such as state subventions;
 - Economic downturn or when one or more of the General Fund's major revenue sources decreases more than 10% while expenditure reductions are implemented;
 - Natural (e.g. fire, earthquake, flood) and catastrophic disasters (e.g. civil unrest, acts of terrorism, airplane crashes).
- ♦ Whenever contingency reserves are used, the reserve shall be replenished as soon as possible. Fifty percent or more of available year-end funds may be allocated to the contingency reserves annually until the reserve is at the target of 25%. The reserves will be funded in the following priority order:
 - Operating Reserve
 - Budget Stabilization Reserve
- ♦ In no circumstances shall the total contingency reserve balance drop below 10% of the City's annual operating expenditures.

Revenue Policies

- ♦ The City will try to maintain a diversified and stable revenue system to shelter it from short-term fluctuations in any one revenue source.
- ♦ Because revenues, especially those of the General Fund, are sensitive to both local and regional economic conditions, revenue estimates adopted by the City Council must be conservative.

FISCAL POLICIES STATEMENT

- ♦ The City will estimate its annual revenues by an objective, analytical process utilizing trend, judgmental and statistical analysis as appropriate.
- ♦ User fees will be adjusted annually to recover the full cost of services provided, except when the City Council determines that a subsidy from the General Fund is in the public interest.
- ♦ Community Services fees will be reviewed and recommended by the appropriate City Council appointed Commission for adoption.
- ♦ One-time revenues will be used for one-time expenditures only.

Expenditure Policies

- ♦ The City will maintain a level of expenditures which will provide for the public well-being and safety of the residents of the community.
- ♦ Council approval is required before expending General Fund or contingency reserves.
- ♦ Expenditures budgeted in one fiscal year may be carried over to the next fiscal year automatically if the purpose for which the expenditure was budgeted has not been completed. Such carryovers shall not occur for more than two budget cycles without Council approval (with the exception of PEG Fees, CASP Fee Training, Senior Center Case Management Funds, Senior Center and Olinda Museum Donations, Senior Transportation Program Overhead, Public Art Trust Account, Housing Rehabilitation Funds and Seagraves Fire Truck Maintenance).
- ♦ Operating expenditure budgets which have been changed solely as the result of Council approved labor agreements need not be re-approved by the Council.
- ♦ Self-insurance reserves will be maintained at a level which, together with purchased insurance policies, adequately protect the City. The City will strive to maintain a reserve of three times its self-insurance retention.

Utility Rates and Fees

- ♦ The City will annually set fees and user charges for each enterprise fund on a “pay as you go basis” at a level that fully supports the total direct and indirect cost of the activity. Indirect costs include the cost of annual depreciation of capital assets and overhead charges.
- ♦ The City will maintain adequate reserves in each of the enterprise funds to protect these essential City programs. Urban Runoff Fund reserves, Water Fund reserves and Sewer Fund reserves shall have a minimum operating reserve equal to three months of operating expenditures and a capital reserve equal to one-year of capital expenditures.
- ♦ As required by the Water Revenue Bond Indenture, water rates must be set in an amount sufficient to meet the bond coverage tests and certified on an annual basis by an independent financial advisor.
- ♦ The use of long-term debt is an acceptable financing mechanism for the construction of capital improvements to the existing system; the annual debt service must be included in the current rate structure.

Capital Improvement Budget Policies

- ♦ The City will develop a seven-year plan for capital improvement (CIP), including CIP design, development, implementation, and operating and maintenance costs.
- ♦ The City will make all capital improvements in accordance with an adopted and funded seven-year capital improvement plan.
- ♦ The City will identify the estimated costs, potential funding sources and project schedule for each capital project proposal before it is submitted to the City Council for approval.
- ♦ The City will use intergovernmental assistance to finance only those capital improvements that are consistent with the Capital Improvement

FISCAL POLICIES STATEMENT

Program and City priorities, and whose operating and maintenance costs have been included in the budget.

- ♦ The City will coordinate development of the Capital Improvement Budget with the development of the Operating Budget. All costs for internal professional services needed to implement the CIP will be included in the Operating Budget for the year the CIP is to be implemented.
- ♦ Cost tracking for components of the Capital Improvement Program will be implemented and updated quarterly to ensure project completion within budget and established timelines.

Short-Term Debt Policies

- ♦ The City may use short-term debt to cover temporary or emergency cash flow shortages. All short-term borrowing will be subject to City Council approval by ordinance or resolution.
- ♦ The City may issue Interfund loans rather than outside debt instruments to fund short-term cash flow needs. Interfund loans will be permitted only if an analysis of the affected fund indicates excess funds are available and the use of these funds will not impact its current operations. The prevailing interest rate, as established by the City's Administrative Services Department, will be paid to the lending fund.
- ♦ The actual issuance of debt shall be in compliance with the City of Brea Local Debt Policy.

Long-Term Debt Policies

- ♦ The City will confine long-term borrowing to capital improvements that cannot be financed from the current revenues.
- ♦ Wherever possible, the City will use special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.

- ♦ The City will have in place a Financing Team including bond counsel, an underwriter, and a financial advisor to assist the City throughout the year in developing and implementing its long range financial planning.
- ♦ The actual issuance of debt shall be in compliance with the City of Brea Local Debt Policy.

Investment Policies

- ♦ The City Treasurer will annually submit an investment policy to the City Council for review and adoption. The policy will be in compliance with State law. The City Treasurer will submit a monthly Treasurer's report to the City Council.

Accounting, Auditing and Financial Reporting

- ♦ The City's accounting and financial reporting systems will be maintained in conformity with generally accepted accounting as promulgated by the Government Accounting Standards Board and the Financial Accounting Standards Board.
- ♦ Full disclosure will be provided in the financial statements and bond representations.
- ♦ The City will maintain not less than an "A" credit rating in the financial community.
- ♦ An annual audit will be performed by an independent public accounting firm with the subsequent issue of an official Comprehensive Annual Financial Report (CAFR), including the auditor's opinion.
- ♦ The annual audit will include a report on internal control, including auditor recommendations and management responses.
- ♦ The City will endeavor to submit its CAFR to the Governmental Finance Officers Association award program to insure that its financial reporting meets the highest standards of government accounting.

Development Plan Processing

- ♦ Development process costs and related administrative expenses will be totally offset by development fees.
- ♦ All future developments will be analyzed for their fiscal impact on the City. Fiscal impacts include both ongoing revenue and expenditure and capital improvements and facilities required directly or indirectly as a result of the new development. Developments will be required to either have a positive or neutral fiscal impact. Developments which are determined to have a negative fiscal impact will be required to provide nexus related fees or charges to eliminate the negative impact.

DEBT SUMMARY

The City has adopted policies to ensure its debt is appropriately managed and is provided in the Fiscal Policies Statement of this document. The City has no legal debt limit but has confined long-term borrowing to capital improvements that cannot be financed from current revenues. Additionally, the term of a respective debt financing is limited to the expected useful life of the capital improvement. The City is in compliance with all of the significant covenants and restrictions related to its debt obligations. Below is a summary of the City's, Public Financing Authority (PFA), Brea Community Benefit Financing Authority (BCBFA) and the Successor Agency to the Brea Redevelopment Agency ("Successor") current debt obligations and annual debt service requirements.

Summary of Debt Obligations

Issue	Issuer	Funding Source	Amount Outstanding	Final Maturity Date
<u>Revenue Bonds</u>				
2004 Refunding Lease Revenue Bonds	PFA	General Fund	\$ 995,000	7/1/2021
2009 Water Revenue Refunding Bonds (Series A)	PFA	Water Fund	8,135,000	7/1/2029
2009 Water Revenue Refunding Bonds (Series B)	PFA	Water Fund	12,945,000	7/1/2037
2010 Water Revenue Refunding Bonds (Series B)	PFA	Water Fund	9,610,000	7/1/2036
2010 Lease Revenue Bonds	PFA	General Fund	2,760,000	4/1/2036
2010 Refunding Lease Revenue Bonds	PFA	General Fund	2,935,000	7/1/2021
2014 Water Revenue Bonds	BCBFA	Water Fund	17,320,000	7/1/2044
<u>Tax Allocation Bonds</u>				
2003 Tax Allocation Bonds	Successor	Property Tax	12,603,392	7/1/2031
2013 Tax Allocation Refunding Bonds	Successor	Property Tax	60,505,000	8/1/2026
2016 Tax Allocation Refunding Bonds (Series A)	Successor	Property Tax	8,245,000	9/1/2026
2016 Tax Allocation Refunding Bonds (Series B)	Successor	Property Tax	1,240,000	9/1/2026
2017 Tax Allocation Refunding Bonds (Series A)	Successor	Property Tax	32,851,710	8/1/2036
2017 Tax Allocation Refunding Bonds (Series B)	Successor	Property Tax	12,615,000	8/1/2036
<u>Community Facility District (CFD) Bonds – Special Taxes</u>				
CFD No. 1996-1 (Downtown Brea Public Improv.)	City	Special Taxes	660,000	9/1/2021
CFD No. 1997-1 (Olinda Heights Public Improv.)	City	Special Taxes	3,590,000	9/1/2028
CFD No. 2008-2 (Brea Plaza Public Improv.)	City	Special Taxes	8,150,000	9/1/2039
<u>Capital Leases</u>				
Community Center and Civic Center Project	City	General Fund	2,305,000	4/1/2027
Public Safety Radio Equipment	City	General Fund	887,715	6/1/2022
<u>Other Debt</u>				
Owner-Participation Agreement (Brea Mall Expansion)	Successor	Property Tax	5,162,133	6/30/2022
Total All Debt			\$203,514,950	

DEBT SUMMARY

Annual Debt Service Requirements

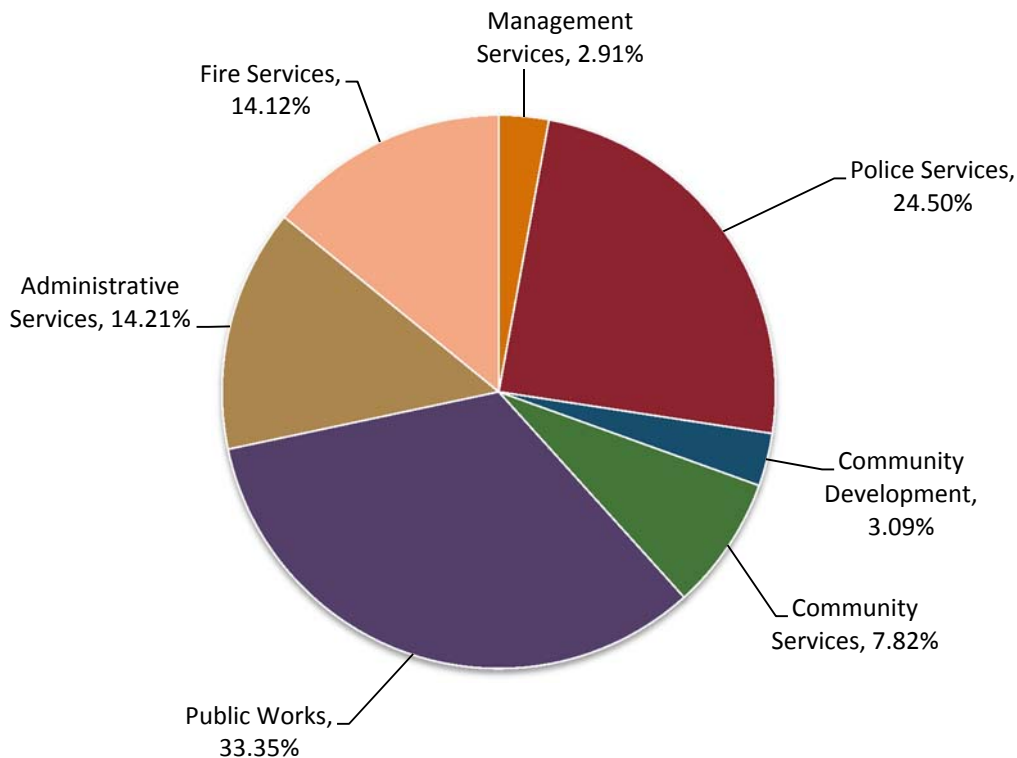
Issue	FY 2019-20	
	Principal	Interest
2004 Refunding Lease Revenue Bonds	\$ 320,000	\$ 34,675
2009 Water Revenue Refunding Bonds (Series A)	635,000	343,750
2009 Water Revenue Refunding Bonds (Series B)	-	873,788
2010 Water Revenue Refunding Bonds (Series B)	175,000	616,397
2010 Lease Revenue Bonds	-	188,108
2010 Refunding Lease Revenue Bonds	940,000	98,600
2014 Water Revenue Bonds	355,000	818,369
2003 Tax Allocation Bonds	-	-
2013 Tax Allocation Refunding Bonds	7,610,000	2,753,750
2016 Tax Allocation Refunding Bonds (Series A)	915,000	239,500
2016 Tax Allocation Refunding Bonds (Series B)	145,000	27,558
2017 Tax Allocation Refunding Bonds (Series A)	-	965,750
2017 Tax Allocation Refunding Bonds (Series B)	385,000	359,941
CFD No. 1996-1 (Downtown Brea Public Improvements)	215,000	14,255
CFD No. 1997-1 (Olinda Heights Public Improvements)	300,000	143,906
CFD No. 2008-2 (Brea Plaza Public Improvements)	200,000	303,569
Community Center, Civic Center and Berry Reservoir Project	200,000	148,903
Public Safety Radio Equipment	290,619	14,669
Owner-Participation Agreement (Brea Mall Expansion)	1,673,065	N/A
Total All Debt	\$ 14,358,684	\$ 7,945,488

THREE YEAR SUMMARY

OPERATING BUDGET EXPENDITURES BY DEPARTMENT

Operating Expenditures By Department (All Funds)

Department	Actual FY 2017-18	Estimated FY 2018-19	Budget FY 2019-20	Percent of Budget
Management Services	\$ 2,500,300	\$ 3,004,427	\$ 2,932,978	2.91
Administrative Services	13,225,034	12,837,452	14,361,486	14.21
Police Services	23,307,689	23,672,783	24,757,698	24.50
Fire Services	13,006,369	14,241,930	14,267,334	14.12
Community Development	4,279,916	3,520,759	3,127,039	3.09
Community Services	7,284,310	8,112,527	7,897,871	7.82
Public Works	29,499,948	30,615,416	33,692,987	33.35
TOTAL	\$ 93,103,566	\$ 96,005,294	\$ 101,037,393	100.00%



THREE YEAR SUMMARY

OPERATING BUDGET EXPENDITURES BY FUND

Expenditures By Fund

		Actual FY 2017-18 *	Estimated FY 2018-19 *	Budget FY 2019-20 *
110	General Fund	\$ 54,146,349	\$ 52,073,574	\$ 55,673,333
130	War Memorial	2,977	8,700	34,700
140	Community Benefit & Economic Development	199,737	300,546	306,422
150	Other Post Employment Benefit (OPEB)	-	-	881,900
172	Public Safety Augmentation	1,333,419	778,090	672,470
174	Paramedic Services	-	5,767,720	5,626,274
181	Community Center Replacement	49,420	367,250	153,500
231	Narcotics Enforcement Asset Seizure	35,089	151,080	68,700
260	Measure M Transportation Tax	21,113	36,011	39,903
270	Affordable Housing Trust	50,000	-	38,046
280	Housing Programs & Services	1,078,802	261,271	264,140
290	Community Dev. Block Grant	222,215	283,260	190,000
341	Landscape & Lighting District #1	62,171	59,420	55,074
342	Lighting District #2	5,743	5,489	6,686
343	Landscape & Lighting District #3	106,730	112,359	88,279
344	Lighting District #4	2,530	2,110	2,479
345	Landscape & Lighting District #5	95,698	106,228	131,943
346	Landscape & Lighting District #6	202,579	208,009	209,061
347	Landscape & Lighting District #7	28,332	31,311	30,838
360	Community Facilities District # 08-01	954,657	958,765	835,364
361	Community Facilities District #11-01	276,156	253,420	324,429
362	Community Facilities District #13-01	41,890	33,392	43,897
363	Community Facilities District #13-02	-	-	45,524
410	Urban Runoff	380,105	407,683	353,413
420	Water Utility	15,533,961	15,725,765	16,118,195
430	Sewer Utility	1,263,181	1,341,068	1,380,144
440	Sanitation & Street Sweeping	3,204,338	3,365,457	3,377,495
460	IT External Support	1,583,848	1,461,602	1,458,869
470	Risk Management	3,621,478	2,913,759	3,095,364
475	Information Technology Internal Support	2,397,748	2,540,160	3,041,566
480	Equipment & Vehicle Maintenance	1,920,750	2,431,033	2,265,764
490	Building Occupancy	2,573,366	2,431,328	2,570,956
540	Traffic Impact Fees	81,293	100,081	108,485
541	Water Impact Fees	-	15,100	3,000
542	Fire Impact Fees	-	28,600	103,000
543	Dispatch Impact Fees	-	4,150	6,500
630	Successor Agency Support Area AB	1,627,891	1,441,503	1,431,680
TOTAL		\$ 93,103,566	\$ 96,005,294	\$ 101,037,393

* Does not include transfers-out. Actuals are rounded.

GENERAL FUND BUDGET FACTS

Revenues by Major Source

Types of Revenues	Budget FY 2019-20	Percent of Total Budget	Per Capita Revenues **
Sales Tax *	\$ 20,378,000	37%	\$ 447
Property Tax	11,462,800	21%	\$ 251
Motor Vehicle License Fees	4,379,500	8%	\$ 96
Community Services	3,377,729	6%	\$ 74
Franchise Fees	2,598,100	5%	\$ 57
Transient Occupancy Tax	1,805,400	3%	\$ 40
Business License Tax	1,100,000	2%	\$ 24
Transfers-In	844,435	1%	\$ 19
Licenses and Permits	716,779	1%	\$ 16
Other Sources of Revenues	8,794,305	16%	\$ 193
TOTAL REVENUES	\$ 55,457,048	100%	\$ 1,217

Expenditures by Major Category

Types of Expenditures	Budget FY 2019-20	Percent of Total Budget	Per Capita Revenues **
Salaries & Benefits	\$ 38,771,818	67%	\$ 850
Services & Supplies	16,098,084	28%	\$ 353
Capital Outlay	2,868,461	5%	\$ 63
TOTAL EXPENDITURES***	\$ 57,738,363	100%	\$ 1,266

* Brea receives 1% (one cent per dollar) of the sales tax generated within the City limits; sales tax rate in Brea is 7.75%.

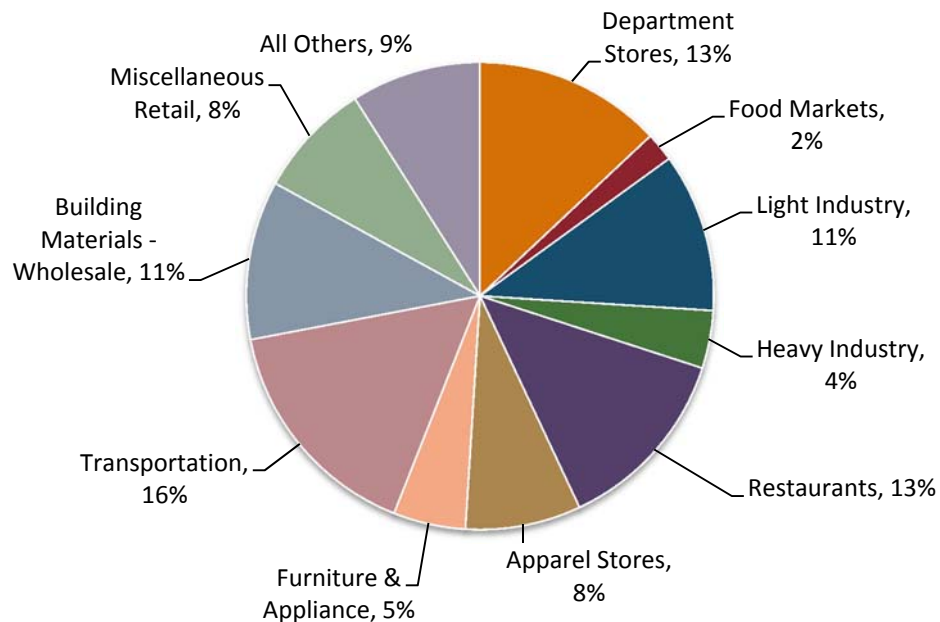
** Per Capita Revenues and Expenditures are based on the 2019-20 budget divided by Brea's population of 45,606.

*** Includes Transfers-out and one-time payoff of energy efficiency loan (\$2,453,903)

Sales Tax Revenue by Fiscal Year

Fiscal Year		Sales Tax Revenue	Percent Change
2012-13	Actual	19,057,022	5.13
2013-14	Actual	19,431,492	1.96
2014-15	Actual	20,006,427	2.96
2015-16	Actual	21,362,963	6.78
2016-17	Actual	19,812,619	(7.26)
2017-18	Actual	19,235,559	(2.91)
2018-19	Estimated	22,223,000	15.53
2019-20	Estimated	20,378,000	(8.30)
2020-21	Estimated	20,536,000	0.78

Sales Tax Generators, by Type of Business¹



¹ For quarter ending December 31, 2018

Source: Avenu Insights & Analytics, December 2018

COMMUNITY PROFILE

Brea is a full-service city offering a variety of programs and services - destination shopping and dining opportunities, art, architecture, award-winning schools, diverse housing options, plenty of places to play and a lively local economy. City leaders work with the community to maintain Brea as a premier city for future generations.

Brea Demographics

The City of Brea is a diverse residential, industrial and commercial community, nestled in the foothills of north Orange County at the juncture of four counties with easy access to major airports, transportation routes, employment centers, popular recreational attractions, beaches, deserts and mountains.



The City of Brea is home to over 45,000 residents and hosts a daytime population of more than 125,000. According to the California State Department of Finance, the 2018 population was 44,539, an increase of 0.2 percent from 2017. As of January 1, 2019, the California State Department of Finance estimated that Brea's population increased to 45,606 due to added new housing.

	Population	% Increase From Previous Period
2016	43,821	0.9
2017	44,468	1.5
2018	44,539	0.2
2019	45,606 (est.)	2.4 (est.)
2020	48,705 (est.)	6.8 (est.)
2030	49,251 (est.)	1.1 (est.)

City Government

The City operates as a general law city with a Council-Manager form of government. The five elected Council Members serve four-year terms in alternate slates every two years. Elections are held in November of even numbered years and there are no term limits.

Date of Incorporation	February 23, 1917
Form of Government	Council/Manager
Elections	November (even years)
Mayor	Council appointed
Area	12.43 square miles
Median Family Income	\$81,538
Retail Sales Tax ¹	7.75%

¹ (6.00% State + 0.75% County + 1% City)

Brea History

The name Brea comes from a Spanish word for "tar." Early inhabitants of the region discovered the substance seeping up from the nearby foothills. In 1894, the Union Oil Company purchased 1,200 acres of land for oil development. Other oil companies followed suit, and with Edward J. Doheny's successful oil discovery in 1897, a "black gold rush" was set in motion. The town of Brea was first founded in early 1911, and with a population of 752, Brea was officially incorporated on February 23, 1917.

The City of Brea has since continued to grow. In 1924, baseball legend Babe Ruth came to town, playing with local Hall of Fame pitcher Walter Johnson in the "Brea Bowl."

COMMUNITY PROFILE

As the twentieth century progressed, Brea continued to evolve. Oil production within the area declined during the mid-century, while new housing developments and businesses populated the City. With the completion of the Orange Freeway (57) in 1972, Brea Mall in 1977, and Brea Civic & Cultural Center in 1980, the City saw increased investment that spurred further development and put the City on the path to become the strong community that it is today.

Investment in Brea continued with the Revitalization of Brea Downtown in the 1990s. Even in the midst of the Great Recession, Brea was able to attract Sprouts Farmers Market and Target to anchor the Brea MarketPlace, which was revitalized and reimagined. In the mid 2000's, the La Floresta master-planned community was completed along with the opening of the Village at La Floresta, a retail center, anchored by Whole Foods Market.

In 2017, the Community marked Brea's Centennial with a year-long celebration. At the end of 2017, a new Downtown parking garage was added to serve businesses and customers. This addition has already opened up new business opportunities in the area.

By summer of 2018, a renovated and expanded Brea Improv opened highlighting the corner of Brea Blvd and Birch St. in Brea Downtown. Two new restaurants will round out the new entertainment and dining venue.

Lifestyle

Brea enjoys a thriving art community that includes one of the nation's largest outdoor sculpture collections featuring more than 175 pieces of art on display throughout the City. The Brea Arts Gallery and Curtis Theatre performing arts venue, located at the Brea Civic and Cultural Center, provide entertainment to thousands of patrons each year.

Recreational opportunities are plentiful for residents and visitors of all ages and interests. The City's Community Services Department offers adult and youth sports leagues, teen and after school programs, excursions, summer aquatics and recreation classes.

The Brea Community Center is a 55,000 square foot facility that hosts a wide-range of programs and services including the Brea Fitness Center, Brea Resources Center, teen programming, banquet facilities, and a gymnasium.

Park and recreation facilities, including a 26-acre multi-sports park, provide amenities enjoyed by residents and visitors alike. There are two golf courses in town. Brea Creek, a municipal nine-hole course, and Birch Hills Golf course, a top-notch 18-hole executive course. In addition, Brea is home to 17 community parks and two County regional parks, including Wildcatters Dog Park. The Brea Plunge, built in 1929, and remodeled in 2008, is a historic landmark in Brea and one of the first municipal swimming pools in Orange County.

Spring of 2018 saw the official opening of The Tracks at Brea. What was once a railroad and train depot, has transformed into a 50-acre linear park. The trail traverses the City across four miles as a safe and convenient amenity which separates pedestrians and bicyclists from vehicles. More than \$17 million in grants were secured to fund the majority of the years-long construction project.

Brea's history, now over 100 years in the making, is preserved at the Brea Olinda Oil Museum and the Brea Museum and Heritage Center.

The City of Brea values community engagement and open, proactive communication. Follow city news and resources at cityofbrea.net and the major social media platforms.

COMMUNITY PROFILE

Industry

Brea supports the business community with long-range visioning and streamlined processes. Brea is a major retail center featuring the county's fourth largest shopping center, the Brea Mall.

Top 10 Major Employers*	Est. Employees
Mercury Insurance Group	1,675
Bank of America	1,500
Albertsons, Inc.	1,335
Beckman Coulter, Inc.	1,000
Kirkhill – TA Company	779
Brea Olinda Unified School District	709
Bristol Industries	413
City of Brea	401
Veterinary Pet Insurance (Nationwide Company)	400
Nordstrom	352

* Information from City's Business License Software or information provided by employer

Although Brea is a major retail and business hub, it maintains a balance with nature, by monitoring its hillside and canyon areas which also contribute to Brea's quality of life.

Tourism and Entertainment

The City of Brea maintains a focused economic development strategy, designed to ensure a well-balanced, economically viable community.

Brea is a leading regional retail shopping destination. The Brea Mall, Brea Union Plaza, Brea Marketplace, Brea Plaza, The Village at La Floresta and Downtown Brea are some of the major shopping areas in Brea, along with the Imperial Highway and Brea Boulevard retail corridors and a number of smaller neighborhood shopping centers. Brea is also known as a popular restaurant destination for North Orange County. The City boasts a vast array of savory cuisine to suite everyone's tastes.

In November 2012, the Brea City Council dedicated the Brea War Memorial, which now graces the front of the Brea Civic and Cultural Center. Designed by Los Angeles artist Susan

Narduli, the Memorial honors those men and women of Brea who sacrificed their lives for America's freedom. The memorial also recognizes veterans, active and retired military for their service to our country.

Utility and City Services

Brea provides an excellent portfolio of responsive municipal services. The City of Brea operates as a "full service city," providing a full range of services including police and fire protection, water and street and sanitation services.

City Services

Fire Stations	4
Parks & Recreation Facilities	22
Public Schools	
Elementary	6
Junior High	1
High School	1
Alternate High School	1

Infrastructure

Streets	121 miles
Street Lights	3,452
Sanitary Sewers	112 miles
Storm Drains	27 miles

Utilities

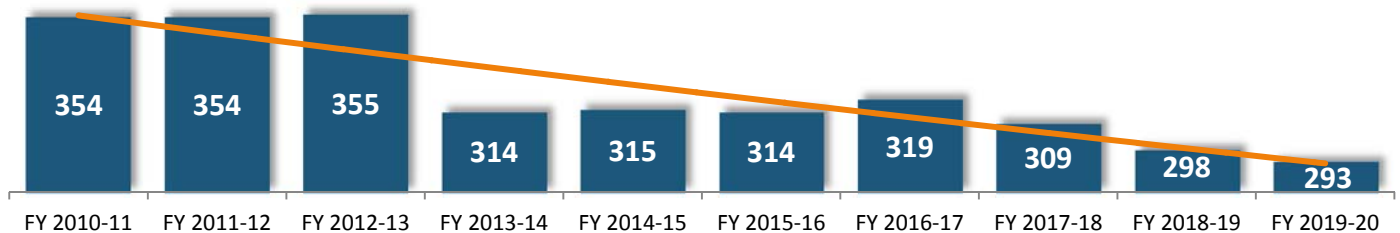
Municipal Water Dept.	
Water Meters	13,338
Avg. Daily Consumption	8.78 million gallons
Water Mains	212 miles
Electricity	Southern Cal. Edison
Gas	The Gas Company
Telephone	AT&T
	Verizon (Western Brea)
Cable	Spectrum

POSITION ALLOCATION COMPARISON

Full-Time Positions

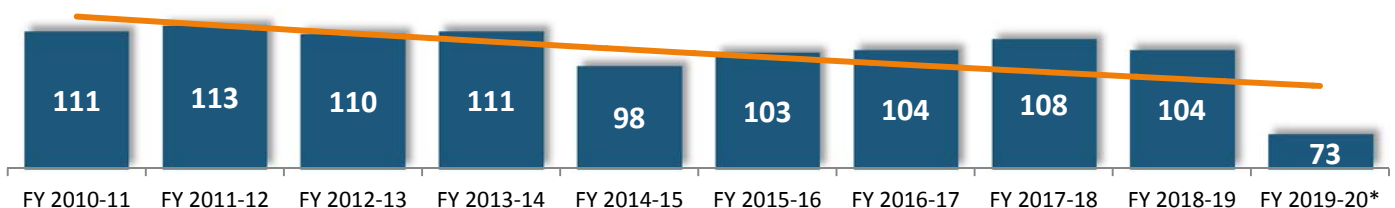
The below table shows a summary of full-time positions for a 10-year period including the budgeted year of FY 2019-20. Positions are reflected on a Full-Time Equivalent (FTE) basis whereby one FTE is equivalent to one employee budgeted full-time. For FY 2019-20, full-time positions were reduced by five FTEs from the prior fiscal year. The Administrative Services Department eliminated two positions as a result of various staffing reorganization within the Information Technology Division. The Police Services Department modified a full-time Police Records Technician to part-time. Fire Services Department added a new firefighter position. The Public Works Department decreased by two full-time positions by modifying a full-time Associate Engineer position to part-time status within the Engineering Division. The Street's Division eliminated a Street Sweeper Operator position.

All other departments had no overall changes to their Position Allocation List.



Part-Time Positions

The below table shows a summary of part-time positions for a 10-year period including the budgeted year of FY 2019-20. Starting in FY 2019-20, part-time positions are reflected on a Full-Time Equivalent (FTE) basis whereby one FTE is equivalent to one employee budgeted full-time. FTEs include all regular and intermittent hours budgeted for the fiscal year. Fiscal years prior to FY 2019-20 are shown based upon the number of part-time regular positions budgeted irrespective of the number of hours budgeted per position.



* Reflects Full-Time Equivalent (FTE) status. This represents approximately 108 part-time regular positions.

POSITION ALLOCATION LIST

The Position Allocation List reflects City Council approved and budgeted full-time and part-time positions for FY 2019-20. Positions are reflected on a Full-Time Equivalent (FTE) basis which calculates the hours budgeted by one employee on a full-time basis. One FTE is equivalent to one employee budgeted full-time. Positions appear on the Position Allocation List in the department and division to which the largest percentage of the positions' time has been budgeted. The Position Allocation List is not intended to be an organizational chart and reflect organizational hierarchies, nor is it intended to reflect supervisory relationships. Positions listed reflect the maximum number of hours budgeted, including all paid leave time (e.g. sick leave and vacation leave).

Management Services Department

**Number of
FTEs**

City Management Division

1143 City Manager's Office

City Manager	1.000
Management Analyst I/II/III.....	1.000
Executive Assistant	1.000

Communications and Marketing Division

1151 Public Information Program

Communications & Marketing Manager.....	1.000
Management Analyst I/II/III.....	1.000
Secretary	1.000
Media Services Specialist I/II	0.725

1152 Media Services/Graphics Program

Media Services Specialist I/II	2.000
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City Clerk's Division

1161 Administrative Program

City Clerk.....	1.000
Deputy City Clerk/Records Supervisor	1.000
City Clerk Specialist I/II.....	0.725

Department Total: Full-Time Equivalents.....11.450

Administrative Services Department

Administration Division

1411 Administration

Executive Assistant	1.000
Administrative Clerk I/II.....	0.725

Revenue and Budget Division

1414 Management and Budget Program

Revenue and Budget Manager	1.000
Fiscal Analyst I/II/III.....	1.000

1421 Utility Billing Program

Fiscal Specialist.....	1.000
Accounting Technician I/II.....	3.000

POSITION ALLOCATION LIST

Administrative Services Department (continued)

Revenue and Budget Division

1422	<u>Business Tax Program</u>	
	Accounting Technician I/II.....	1.450
1424	<u>Treasury Program</u>	
	Administrative Services Director	1.000

Accounting and Auditing Division

1431	<u>City Accounting Program</u>	
	Financial Services Manager	1.000
	Senior Accountant.....	1.000
	Accountant I/II.....	1.000
	Fiscal Specialist.....	1.000
	Accounting Technician I/II.....	2.725

Purchasing Division

1441	<u>Purchasing Program</u>	
	Procurement and Contracts Administrator	1.000
	Buyer I/II.....	1.000
	Reprographics Specialist	1.000
	Duplicating Technician I/II.....	1.000

Information Technology Division

1471	<u>Information Technology Services Program</u>	
	Information Technology Manager	1.000
	Information Technology Supervisor	1.000
	Information Technology Specialist I/II/III	6.500
	Senior GIS Analyst.....	1.000
	Management Analyst I/II/III.....	1.000
	Software Developer I/II.....	1.000
1474	<u>External Information Technology Program</u>	
	Information Technology Enterprise Account Administrator	1.000
	Information Technology Specialist I/II/III	6.000

Human Resources Division

1481	<u>Human Resources Program</u>	
	Human Resources Manager	1.000
	Human Resources Analyst I/II/III.....	2.000
	Human Resources Technician	1.000
	Administrative Clerk I/II.....	1.000

Department Total: Full-Time Equivalents.....44.400

POSITION ALLOCATION LIST

Police Services Department

Support Services Division

2111 Administrative Program

Police Chief	1.000
Police Lieutenant.....	1.000
Police Training Coordinator	1.000
Police Community Outreach Officer	1.000
Executive Assistant	1.000
Senior Police Cadet	2.250

2112 School Resources & Professional Standards

Police Officer (High School)	1.000
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2141 Special Programs

Police Sergeant (Crime Impact Team)	1.000
Police Officer (SLESF).....	1.000
Police Officer (OCATT)	1.000
Police Officer (Crime Impact Team)	3.000
Police Officer (Gang)	1.000
Police Officer (Homeless Liaison Officer)	1.000
Crime Analyst.....	1.000
Police Cadet.....	2.317

Investigative Services Division

2121 Investigation Bureau Program

Police Captain	1.000
Police Sergeant	2.000
Police Officer (Detective)	8.000
Property and Evidence Technician	2.000
Crime Scene Investigator	1.000
Police Services Officer	1.000

2122 Records Program

Police Records Supervisor	1.000
Senior Police Records Technician.....	2.000
Police Records Clerk/Police Records Technician.....	4.750

Uniform Division

2131 Patrol Program

Police Captain	1.000
Police Lieutenant.....	4.000
Police Sergeant	5.000
Police Officer (Corporal).....	4.000
Police Officer (K-9 Handler).....	2.000
Police Officer	17.000
Police Services Officer	3.000
Jailer.....	1.800
Administrative Clerk I/II.....	1.400

POSITION ALLOCATION LIST

Police Services Department (continued)

2132	<u>Traffic Program</u>	
	Police Sergeant	1.000
	Police Officer (Motor/Corporal).....	1.000
	Police Officer (Motor)	3.000
	Police Officer (Commercial Vehicle).....	1.000
	Parking Control Officer	1.425
2133	<u>Communications Dispatch Program</u>	
	Communications Supervisor	1.000
	Senior Public Safety Dispatcher	3.000
	Public Safety Dispatcher I/II	7.500
Department Total:		Full-Time Equivalents.....100.442

Fire Services Department

Administrative Division

2211	<u>Administration Program</u>	
	Fire Chief (Shared Command Staff w/Fullerton)	1.000
	Fire Division Chief (Shared Command Staff w/Fullerton).....	3.000
	Executive Assistant	1.000
2213	<u>Emergency Preparedness Program</u>	
	Management Analyst I/II/III.....	1.000

Fire Operations and Paramedic Services Division

2221	<u>Fire Operations Program</u>	
	Fire Battalion Chief (Shared Command Staff w/Fullerton)	3.000
	Fire Captain	5.000
	Fire Engineer	4.000
	Firefighter	10.000
2222	<u>Paramedic Services Program</u>	
	Emergency Medical Services Manager (Shared Command Staff w/Fullerton).....	1.000
	Fire Captain (Paramedic)	7.000
	Fire Engineer (Paramedic)	8.000
	Firefighter (Paramedic).....	6.000

Fire Prevention Division

2231	<u>Fire Prevention Program</u>	
	Fire Division Chief/Fire Marshal (Shared Fire Command Staff w/Fullerton)	1.000
	Fire Protection Analyst	1.000
	Fire Prevention Specialist I/II	2.000
	Administrative Clerk I/II.....	1.000

Department Total: Full-Time Equivalents.....55.000

POSITION ALLOCATION LIST

Community Development Department

Administration Division

3212 Administration Program

Community Development Director	1.000
Management Analyst I/II/III	1.000
Executive Assistant	1.000
Administrative Intern	0.471

Economic Development Division

3215 Agency Housing Program

Management Analyst I/II/III	1.000
Administrative Clerk I/II	1.000

Planning Review Division

3231 Current Planning Program

City Planner	1.000
Senior Planner	1.000
Assistant/Associate Planner	3.000
Administrative Clerk I/II	1.000

Building and Safety Division

3241 Building Plan Check Program

Plan Checker	1.000
Administrative Clerk I/II	1.000
Permit Technician	0.725

3242 Building Inspection Program

Deputy Director/Building and Safety Manager	1.000
Building Inspector	1.000
Administrative Clerk I/II	0.725

3243 Code Enforcement Program

Senior Building Inspector	1.000
Administrative Clerk I/II	1.000

Department Total: Full-Time Equivalents.....18.921

Community Services Department

Community Center

4154 Facility Reservations

Community Services Specialist I/II	1.000
Facilities Worker	4.455

4210 Administration Program

Community Services Supervisor	1.000
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POSITION ALLOCATION LIST

Community Services Department (continued)

4211	<u>Operations Program</u>	
	Community Services Specialist I/II.....	1.000
	Fiscal Specialist.....	1.000
	Administrative Clerk I/II.....	1.000
	Senior Community Services Leader.....	2.850
	Community Services Leader	1.873
4215	<u>Fitness/Wellness Program</u>	
	Senior Community Services Supervisor.....	1.000
	Community Services Specialist I.....	1.850
	Senior Community Services Leader.....	0.600
4217	<u>Teen Programs/Activities Program</u>	
	Senior Community Services Leader.....	0.525
	Community Services Leader	0.048
	Community Services Worker	0.031
4224	<u>Community Center Babysitting Program</u>	
	Senior Community Services Leader.....	0.500
	Community Services Leader	0.758
	Community Services Worker	0.805

Administrative Division

4311	<u>Administrative Program</u>	
	Assistant City Manager/Community Services Director	1.000
	Management Analyst I/II/III.....	1.000
	Executive Assistant	1.000
	Media Services Specialist I/II	1.000

Recreation Services Division

4421	<u>Special Events/ Volunteer Services</u>	
	Community Services Specialist I/II.....	1.000
	Community Services Coordinator	0.750
	Senior Community Services Leader.....	0.033
	Facilities Worker	0.014
4422	<u>Aquatics</u>	
	Community Services Specialist I/II.....	0.288
	Senior Lifeguard/Instructor	0.481
	Lifeguard/Instructor	1.994
4424	<u>Athletics – Non BCC Program</u>	
	Community Services Supervisor	1.000
	Community Services Specialist I/II.....	1.000
	Senior Community Services Leader.....	1.827
	Community Services Leader	1.442
	Community Services Worker	0.625

POSITION ALLOCATION LIST

Community Services Department (continued)

4425	<u>Tiny Tots/Camps Program</u>	
	Community Services Specialist I/II.....	1.000
	Senior Community Services Leader.....	2.900
4426	<u>Community Services/Activities Program</u>	
	Deputy Director/Community Services Manager.....	1.000
4428	<u>Summer Day Camp/Youth Excursions</u>	
	Senior Community Services Leader.....	0.829
	Community Services Leader	1.683
	Community Services Worker	0.793
4429	<u>After School Program</u>	
	Community Services Supervisor	1.000
	Community Services Specialist I/II.....	1.000
	Senior Community Services Leader.....	1.690
	Community Services Leader	0.764
	Community Services Worker	0.606

Arts and Human Services Division

4521	<u>Senior Services Program</u>	
	Community Services Supervisor	1.000
	Community Services Specialist I/II.....	3.000
	Community Services Coordinator	0.850
	Facilities Worker	0.625
4523	<u>Human Services (Youth and Family) Program</u>	
	Community Services Supervisor	1.000
	Community Services Coordinator	1.500
4525	<u>Transportation Program</u>	
	Community Services Shuttle Driver	0.891
	Specialist/Inspector	0.227
4541	<u>Gallery Program</u>	
	Community Services Specialist I/II.....	0.900
	Community Services Coordinator	0.800
	Senior Community Services Leader.....	0.600
	Community Services Leader	0.450
4542	<u>Theatre Program</u>	
	Community Services Supervisor	1.000
	Media Services Specialist I/II	1.295
	Community Services Coordinator	0.900
	Senior Community Services Leader.....	1.600
4543	<u>Cultural Services Administration Program</u>	
	Community Services Manager	1.000
	Community Services Specialist I/II.....	1.000

Department Total: Full-Time Equivalents.....66.652

POSITION ALLOCATION LIST

Public Works Department

Street Division

5121	<u>Street Maintenance Program</u>	
	Maintenance Services Supervisor	1.000
	Maintenance Services Worker I/II	4.500
5123	<u>Sewers Program</u>	
	Maintenance Services Superintendent.....	1.000
	Maintenance Services Crew Leader	1.000
	Maintenance Services Worker I/II	3.000
5125	<u>Downtown Program</u>	
	Maintenance Services Worker I/II	2.000
	Facilities Worker	1.250
5126	<u>Street Cleaning Program</u>	
	Street Sweeper Operator	1.000

Water Division

5131	<u>Maintenance & Operations Program</u>	
	Public Works Director.....	1.000
	Water Distribution Superintendent	1.000
	Water Distribution Supervisor	1.000
	Water Distribution Crew Leader.....	1.000
	Water Distribution Operator I/II	8.000
	Management Analyst I/II/III.....	1.000
	Executive Assistant	1.000
	Administrative Clerk I/II.....	1.450
5132	<u>Urban Runoff - NPDES</u>	
	Environmental Services Coordinator	1.000
	Environmental Services Inspector	1.000

Parks and Trees Division

5141	<u>Parks Program</u>	
	Maintenance Services Superintendent.....	1.000
	Maintenance Services Supervisor	1.000
	Maintenance Services Worker I/II	7.500
5143	<u>Landscape Areas Program</u>	
	Landscape Contract Administrator	1.000
5144	<u>Sports Park Program</u>	
	Maintenance Services Worker I/II	3.749
5145	<u>Wildcatter Park</u>	
	Maintenance Services Crew Leader	1.000
	Maintenance Services Worker I/II	1.500
5148	<u>Trails</u>	
	Maintenance Services Worker I/II	0.031

POSITION ALLOCATION LIST

Public Works Department (continued)

Building Maintenance Division

5151 Building Maintenance Program

Building and Facilities Administrator.....	1.000
Maintenance Services Crew Leader	1.000
Building Technician	1.000
Maintenance Services Worker I/II	5.425

Equipment Maintenance Division

5161 Equipment Maintenance Program

Equipment Maintenance Supervisor	1.000
Heavy Equipment Mechanic I/II.....	4.000
Maintenance Services Worker I/II	0.500

Engineering Division

5171 Engineering Services Program

Deputy Director/City Engineer	1.000
Principal Engineer (Contract).....	1.000
Associate Engineer	1.750
Assistant Engineer.....	1.000
Management Analyst I/II/III.....	1.000
Administrative Clerk I/II	1.000

Department Total: Full-Time Equivalents.....69.655

CITY TOTAL: Full-Time Equivalents.....366.520



FUND STRUCTURE SUMMARY

The City of Brea's revenues and expenditures are accounted for in a series of funds. Each fund is an autonomous accounting entity, established in accordance with legal and professional accounting standards. Funds are used to segregate the various financial activities of a governmental entity and to demonstrate compliance with specific regulations, restrictions or limitations, (i.e., demonstrating that restricted revenues are spent only for allowed purposes). Funds used in government are classified into three broad categories: governmental, proprietary and fiduciary. Governmental funds include activities usually associated with the operations of a typical state or local government (public safety, general government activities, etc.). Proprietary funds are used in government to account for activities often found in the private sector (Utilities are prime examples). Fiduciary funds are utilized in situations where the government is acting in a fiduciary capacity as a trustee or agent. The funds utilized by the City of Brea are summarized below with detailed description of each fund provided on the fund pages following this summary. The City details the Capital Improvement Funds in a separate document, although the Capital Improvement Program and its operating impacts are outlined on its fund page.

ALL CITY FUNDS						
General Operating Funds	Special Revenues Funds	Assessment Funds	Enterprise Funds	Internal Service Funds	Capital Project Funds	Administrative Service Funds
110 General Fund	220 Gas Tax Fund	341 LLMD No. 1 Fund	410 Urban Runoff Fund	470 Risk Management Fund	510 Capital Improvement Fund	630 Successor Agency Support Fund
120 General Plan Maintenance Fund	221 Road Maintenance & Repair Fund	342 LMD No. 2 Fund	420 Water Utility Fund	475 IT Internal Support Fund	540 - 543 Impact Fees Fund	810 PARS Post Employ. Benefits Fund
130 War Memorial Fund	231 Narcotics Enf. Asset Seizure Fund	343 LLMD No. 3 Fund	430 Sewer Utility Fund	480 Equipment & Vehicle Main. Fund	550 Storm Drain Construction Fund	
140 CBED Fund	240 Air Quality Impr. Fees Fund	344 LMD No. 4 Fund	440 Sanitation & Street Sweeping Fund	490 Building Occupancy Fund	560 Capital & Mitigation Improvement Fund	
150 OPEB Fund	250 Park Development Fund	345 LLMD No. 5 Fund	460 IT External Support Fund		845 Midbury Assess. Authority Fund	
172 Public Safety Aug. Fund	260 Measure M Trans. Tax Fund	346 LLMD No. 6 Fund				
173 Supplemental Law Enf. Services Fund	270 Affordable Housing Trust Fund	347 LLMD No. 7 Fund				
174 Paramedic Services Fund	280 Successor Agency Housing Fund	360 CFD No. 2008-01 Fund				
181 Community Center Replacement Fund	290 CDBG Fund	361 CFD No. 2011-01				
182 Fixed Asset Replacement Fund		362 CFD No. 2013-01				
		363 CFD No. 2013-02				

 Proprietary Funds
 Governmental Funds
 Fiduciary Funds

DEPARTMENT FUND RELATIONSHIP

	Management Services	Administrative Services	Police Services	Fire Services	Community Development	Community Services	Public Works
110 General Fund	✓	✓	✓	✓	✓	✓	✓
130 War Memorial						✓	
140 Comm. Benefit & Economic Dev.			✓				
150 Other Post Employment Benefits		✓					
172 Public Safety Augmentation			✓	✓			
174 Paramedic Services				✓			
181 Community Center Replacement						✓	
231 Narcotics Asset Seizure			✓				
260 Measure M							✓
270 Affordable Housing Trust					✓		
280 Housing Programs & Services					✓		
290 Comm. Dev. Block Grant					✓		
341 Landscape & Lighting District #1							✓
342 Lighting District #2							✓
343 Landscape & Lighting District #3							✓
344 Lighting District #4							✓
345 Landscape & Lighting District #5							✓
346 Landscape & Lighting District #6							✓
347 Landscape & Lighting District #7							✓
360 CFD # 08-01			✓	✓			✓
361 CFD #11-01			✓	✓			✓
362 CFD #13-01			✓	✓			
363 CFD #13-02			✓	✓			
410 Urban Runoff	✓						✓
420 Water Utility	✓	✓					✓
430 Sewer Utility	✓	✓					✓
440 Sanitation & Street Sweeping	✓	✓					✓
460 IT External Support		✓					
470 Risk Management		✓					
475 IT Internal Support		✓					
480 Equipment & Vehicle Main.		✓					✓
490 Building Occupancy							✓
540 Traffic Impact Fees		✓					✓
541 Water Impact Fees		✓					
542 Fire Impact Fees		✓		✓			
543 Dispatch Impact Fees		✓					
630 Successor Agency - Area AB		✓					

110 GENERAL FUND

The General Fund is used to account for all of the general revenues of the City not specifically levied or collected for other City funds and for the expenditures related to the rendering of general services by the City. The General Fund is used to account for all resources not required to be accounted for in any other fund.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ -	\$ -	\$ -	\$ 4,034,243
Resources				
Revenues				
Property Tax	10,074,146	10,584,400	10,780,400	11,462,800
Paramedic Tax	3,732,709	-	-	-
Sales Tax	19,235,559	20,700,300	22,223,000	20,378,000
Transient Occupancy Tax	1,786,589	1,790,190	1,795,000	1,805,400
Franchise Tax	1,594,432	2,545,900	2,562,100	2,598,100
Business Tax	1,107,537	1,100,000	1,100,000	1,100,000
Licenses & Permits	584,841	654,500	619,693	716,779
Motor Vehicle In-Lieu Fees	3,986,115	4,162,000	4,245,700	4,379,500
Community Services	3,103,493	3,408,598	3,284,361	3,377,729
All Other	8,802,782	9,610,236	10,308,553	8,794,305
Sub-total Revenues	54,008,203	54,556,124	56,918,807	54,612,613
Transfers-in				
Supplemental Law Enf. Services (173)	100,000	100,000	100,000	296,485
Fixed Asset Replacement (182)	142,500	439,200	439,200	97,950
Gas Tax (220)	400,000	450,000	450,000	450,000
Park Development (250)	-	50,000	50,000	-
Sanitation & Street Sweeping (440)	400,000	-	-	-
External IT Services (460)	50,000	-	-	-
Risk Management (470)	200,000	-	-	-
Sub-total Transfers-in	1,292,500	1,039,200	1,039,200	844,435
Transfer from Reserves	1,137,494	936,472	1,092,129	-
Total Resources	56,438,197	56,531,796	59,050,136	55,457,048
Total Available	56,438,197	56,531,796	59,050,136	59,491,291

110 GENERAL FUND

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Requirements				
Expenditures				
Management Services	2,407,634	2,944,718	2,899,111	2,823,094
Administrative Services	2,696,834	3,172,550	3,111,435	3,033,820
Police Services	21,535,428	22,628,373	22,507,434	23,699,760
Fire Services	12,175,664	7,488,790	7,432,832	7,639,972
Community Development	2,918,972	3,103,177	2,961,318	2,634,853
Community Services	7,231,913	7,797,247	7,736,577	7,709,671
Public Works	5,179,904	5,763,512	5,424,867	8,132,163
Sub-total Expenditures	54,146,349	52,898,367	52,073,574	55,673,333
Transfers-out				
Paramedic Services (174)	-	1,388,416	1,410,580	1,033,030
Community Center Replacement (181)	167,000	167,000	167,000	167,000
Fixed Asset Replacement (182)	600,000	600,000	780,000	600,000
Sanitation & Street Sweeping (440)	-	516,300	516,300	235,000
Equipment & Vehicle Maintenance (48C)	61,303	60,000	60,000	30,000
Capital Improvement (510)	4,833	8,439	8,439	-
Sub-total Transfers-out	833,136	2,740,155	2,942,319	2,065,030
Transfer to Reserves	1,458,712	-	-	67,142
Total Requirements	56,438,197	55,638,522	55,015,893	57,805,505
Ending Balance 6/30	\$ -	\$ 893,274	\$ 4,034,243	\$ 1,685,786
Reserves				
Operating Reserve 10%	5,590,894	5,563,852	5,501,589	5,528,446
Budget Stabilization Reserve 15%	8,063,950	8,083,971	7,990,577	8,030,862
Encumbrances	929,451	-	-	-
Solar energy bonds reserve fund	261,807	261,807	261,807	261,807
Total Reserves	\$14,846,102	\$13,909,630	\$13,753,973	\$13,821,115

120 GENERAL PLAN MAINTENANCE FUND

This fund is used to account for revenues received and expenditures made to update the City's General Plan and related studies. The primary source of revenues are fees based on the construction value of building permits.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 677,548	\$ 818,988	\$ 818,988	\$ 995,184
Resources				
Maintenance Fees	140,567	180,000	166,236	294,000
Interest	873	9,960	9,960	9,960
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	141,440	189,960	176,196	303,960
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	818,988	1,008,948	995,184	1,299,144
Requirements				
Transfers-out				
General Fund (110)	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 818,988	\$ 1,008,948	\$ 995,184	\$ 1,299,144

130 WAR MEMORIAL FUND

This fund is used to account for revenues collected from the sale of pavers for the Walk of Honor path which leads up to the War Memorial Monument. All proceeds are earmarked for the war memorial maintenance, excluding routine landscape services.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 47,651	\$ 48,852	\$ 48,852	\$ 45,352
Resources				
Maintenance Fees	4,050	6,000	4,500	7,000
Interest	128	700	700	700
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	4,178	6,700	5,200	7,700
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	51,829	55,552	54,052	53,052
Requirements				
Expenditures	2,977	8,700	8,700	34,700
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	2,977	8,700	8,700	34,700
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 48,852	\$ 46,852	\$ 45,352	\$ 18,352

140 COMMUNITY BENEFIT & ECONOMIC DEVELOPMENT (CBED) FUND

This fund was established in 2014 to retain funds which are set aside annually for the continuation of "legacy" community benefited projects as well as provide a funding source for the attraction and retention of business and economic development.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 455,209	\$ 2,501,082	\$ 2,501,082	\$ 3,290,536
Resources				
Revenues				
Olinda Host Fees	1,664,858	1,400,000	1,400,000	1,400,000
Other	580,752	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	2,245,610	1,400,000	1,400,000	1,400,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	2,700,819	3,901,082	3,901,082	4,690,536
Requirements				
Expenditures	199,737	293,408	300,546	306,422
Transfers-out				
Capital Improvement (510)	-	310,000	310,000	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	199,737	603,408	610,546	306,422
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 2,501,082	\$ 3,297,674	\$ 3,290,536	\$ 4,384,114

150 OTHER POST EMPLOYMENT BENEFITS (OPEB) FUND

This fund was established in 2014 to build a savings account for post employment medical benefits for retired employees and supplements the funds budgeted annually for Other Post Employment Benefit (OPEB) obligations. The fund includes an initial deposit of \$10,000 with an annual set aside of five percent (5%) of general fund revenues over expenditures.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 155,103	\$ 155,103	\$ 155,103	\$ 155,103
Resources				
Revenues				
Charges for Services	-	-	-	881,900
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	-	-	-	881,900
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	155,103	155,103	155,103	1,037,003
Requirements				
Expenditures	-	-	-	881,900
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	-	-	-	881,900
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 155,103	\$ 155,103	\$ 155,103	\$ 155,103

172 PUBLIC SAFETY AUGMENTATION FUND

The Public Safety Augmentation Fund is used to account for sales tax revenue generated by the enactment of Proposition 172 and for expenditures related to the enhancement of public safety services.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 662,502	\$ 100,013	\$ 100,013	\$ 117,423
Resources				
Revenues				
Sales Tax	460,560	435,000	485,500	502,600
Interest	5,370	5,000	5,000	5,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Revenues	465,930	440,000	490,500	507,600
Transfers-in				
Fixed Asset Replacement (182)	305,000	305,000	305,000	305,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	770,930	745,000	795,500	812,600
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	1,433,432	845,013	895,513	930,023
Requirements				
Expenditures	1,333,419	779,172	778,090	672,470
Transfers-out				
Information Technology (475)	-	-	-	50,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	1,333,419	779,172	778,090	722,470
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 100,013	\$ 65,841	\$ 117,423	\$ 207,553

173 SUPPLEMENTAL LAW ENFORCEMENT SERVICES (COPS) FUND

This fund is used to account for grant revenue the City receives from the State of California. These funds can be used only for the augmentation of public safety services in the community.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 58,238	\$ 146,485	\$ 146,485	\$ 197,085
Resources				
Revenues				
Grants	188,163	100,000	150,000	100,000
Interest	84	600	600	600
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	188,247	100,600	150,600	100,600
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	246,485	247,085	297,085	297,685
Requirements				
Transfers-out				
General Fund (110)	100,000	100,000	100,000	296,485
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	100,000	100,000	100,000	296,485
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 146,485	\$ 147,085	\$ 197,085	\$ 1,200

174 PARAMEDIC SERVICES FUND

This fund was established in 2018 and is used to account for revenues received and expenditures made for the City's Paramedic Services Program. This fund does not include any eligible department or Citywide overhead costs.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ -	\$ -	\$ -	-
Resources				
Revenues				
Paramedic Tax	-	3,979,072	4,037,000	4,256,000
Other		355,140	320,140	337,244
Sub-total Revenues	-	4,334,212	4,357,140	4,593,244
Transfers-in				
General Fund (110)	-	1,388,416	1,410,580	1,033,030
Total Resources	-	5,722,628	5,767,720	5,626,274
Total Available	-	5,722,628	5,767,720	5,626,274
Requirements				
Expenditures	-	5,652,556	5,767,720	5,626,274
Total Requirements	-	5,652,556	5,767,720	5,626,274
Ending Balance 6/30	\$ -	\$ 70,072	\$ -	\$ -

1 8 1 COMMUNITY CENTER REPLACEMENT FUND

This fund was established in May 1997 to retain funds which are set aside annually for the future replacement of the Community Center facility and equipment.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 830,937	\$ 948,517	\$ 948,517	\$ 748,267
Resources				
Transfers-in				
General Fund (110)	167,000	167,000	167,000	167,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	167,000	167,000	167,000	167,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	997,937	1,115,517	1,115,517	915,267
Requirements				
Expenditures	49,420	367,250	367,250	153,500
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	49,420	367,250	367,250	153,500
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 948,517	\$ 748,267	\$ 748,267	\$ 761,767

1 8 2 F I X E D A S S E T R E P L A C E M E N T F U N D

The Fixed Asset Replacement Fund was established in March 2002 to provide funding for the replacement of City-owned infrastructure, facilities and capital assets.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 6,546,605	\$ 6,305,664	\$ 6,305,664	\$ 3,163,769
Resources				
Transfers-in				
General Fund (110)	600,000	600,000	780,000	600,000
Water Utility (420)	237,789	118,895	118,895	-
Midbury Assesment (845)	6,111	6,112	6,112	6,112
Transfer from Reserves	-	880,000	880,000	215,000
Total Resources	843,900	1,605,007	1,785,007	821,112
Total Available	7,390,505	7,910,671	8,090,671	3,984,881
Requirements				
Transfers-out				
General Fund (110)	142,500	439,200	439,200	97,950
Public Safety Augmentation (172)	305,000	305,000	305,000	305,000
Information Technology (475)	-	300,000	300,000	664,835
Building Occupancy (490)	-	-	-	70,000
Capital Improvement (510)	637,341	3,702,702	3,702,702	1,931,159
Transfers to Reserves	-	-	180,000	-
Total Requirements	1,084,841	4,746,902	4,926,902	3,068,944
Ending Balance 6/30	\$ 6,305,664	\$ 3,163,769	\$ 3,163,769	\$ 915,937
Reserves				
Birch Hills Golf Course	-	-	180,000	180,000
Civic and Cultural Center Remodel	2,229,314	1,349,314	1,349,314	1,134,314
Total Reserves	\$ 2,229,314	\$ 1,349,314	\$ 1,529,314	\$ 1,314,314

220 GAS TAX FUND

This fund is used to account for revenues received and expenditures made for street improvements and street maintenance. Financing is provided by the City's share of State gasoline taxes pursuant to the California State Constitution and authorized by the State Legislature.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 1,335,665	\$ 1,085,198	\$ 1,085,198	\$ 49,162
Resources				
Revenues				
State Gasoline Taxes	942,956	1,131,884	963,037	1,184,947
Interest	2,703	16,200	16,200	16,200
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	945,659	1,148,084	979,237	1,201,147
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	2,281,324	2,233,282	2,064,435	1,250,309
Requirements				
Transfers-out				
General Fund (110)	400,000	450,000	450,000	450,000
Capital Improvement (510)	796,126	1,565,273	1,565,273	636,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	1,196,126	2,015,273	2,015,273	1,086,000
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 1,085,198	\$ 218,009	\$ 49,162	\$ 164,309

221 ROAD MAINTENANCE & REPAIR TAX FUND

This fund was established in 2017 and is used to account for revenues received and expenditures made for street improvements and street maintenance. Financing is provided by the City's share of State gasoline taxes pursuant to State Legislation (Senate Bill 1) known as the Road Repair and Accountability Act of 2017.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ -	\$ 257,478	\$ 257,478	\$ 11,561
Resources				
Revenues				
State Gasoline Taxes	259,074	734,220	710,049	737,762
Interest	(1,596)	1,000	5,000	5,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	257,478	735,220	715,049	742,762
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	257,478	992,698	972,527	754,323
Requirements				
Transfers-out				
Capital Improvement (510)	-	960,966	960,966	743,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	-	960,966	960,966	743,000
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 257,478	\$ 31,732	\$ 11,561	\$ 11,323

231 NARCOTICS ENFORCEMENT ASSET SEIZURE FUND

This fund is used to account for assets seized by the Police Services Department during narcotics investigations. These funds can be used only for police services.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 188,336	\$ 158,168	\$ 158,168	\$ 157,688
Resources				
Revenues				
Fines & Forfeitures	4,444	5,000	143,700	5,000
Interest	478	1,050	3,000	1,050
Other	-	-	3,900	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	4,922	6,050	150,600	6,050
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	193,258	164,218	308,768	163,738
Requirements				
Expenditures	35,089	150,900	151,080	68,700
Transfers-out				
Information Technology (475)	-	-	-	46,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	35,089	150,900	151,080	114,700
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 158,168	\$ 13,318	\$ 157,688	\$ 49,038

240 AIR QUALITY IMPROVEMENT FEES FUND

This fund is used to account for revenues received and expenditures made to improve the quality of air by reducing traffic on City streets and highways. The primary source of revenue is the City's share, \$0.40 per vehicle, of the \$2.00 per vehicle air quality fee (imposed by the State) for each vehicle registered in the City.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 234,625	\$ 242,077	\$ 242,077	\$ 300,567
Resources				
Motor Vehicle License Fees	56,625	56,000	56,000	56,000
Interest	827	2,490	2,490	2,490
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	57,452	58,490	58,490	58,490
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	292,077	300,567	300,567	359,057
Requirements				
Transfers-out				
Capital Improvement (510)	50,000	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	50,000	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 242,077	\$ 300,567	\$ 300,567	\$ 359,057

250 PARK DEVELOPMENT FUND

This fund is used to account for revenues and expenditures made for park development and improvement. The primary source of revenue is park development fees collected from developers, under the State of California Quimby Act.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 914,492	\$ 3,222,119	\$ 3,222,119	\$ 2,014,316
Resources				
Revenues				
Park Development Fees	3,663,983	-	-	-
Interest	(39,856)	34,000	34,000	25,000
Total Resources	3,624,127	34,000	34,000	25,000
Total Available	4,538,619	3,256,119	3,256,119	2,039,316
Requirements				
Transfers-out				
Capital Improvement (510)	1,316,500	1,241,803	1,241,803	595,000
Total Requirements	1,316,500	1,241,803	1,241,803	595,000
Ending Balance 6/30	\$ 3,222,119	\$ 2,014,316	\$ 2,014,316	\$ 1,444,316

260 MEASURE M TRANSPORTATION TAX FUND

This fund is used to account for revenues received and expenditures made to maintain and improve City streets. The primary source of revenue is the \$0.05 sales tax approved by Orange County voters at an election held on November 6, 1990.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 2,133,388	\$ 2,090,581	\$ 2,090,581	\$ 1,166,610
Resources				
Revenues				
Sales Taxes	953,211	991,105	991,105	1,024,844
Interest	4,198	14,000	14,000	14,000
Total Resources	957,409	1,005,105	1,005,105	1,038,844
Total Available	3,090,797	3,095,686	3,095,686	2,205,454
Requirements				
Expenditures	21,113	88,745	36,011	39,903
Transfers-out				
Capital Improvement (510)	979,103	1,893,065	1,893,065	1,325,000
Total Requirements	1,000,216	1,981,810	1,929,076	1,364,903
Ending Balance 6/30	\$ 2,090,581	\$ 1,113,876	\$ 1,166,610	\$ 840,551

270 AFFORDABLE HOUSING TRUST FUND

This fund is used to account for revenues received and expenditures made for affordable housing. The primary source of revenue is affordable housing development fees collected from developers under the City's Affordable Housing Ordinance.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 2,246,297	\$ 2,201,202	\$ 2,201,202	\$ 2,326,202
Resources				
Revenues				
Equity Sharing Payments	-	100,000	100,000	100,000
Interest	4,905	25,000	25,000	25,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	4,905	125,000	125,000	125,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	2,251,202	2,326,202	2,326,202	2,451,202
Requirements				
Expenditures	50,000	-	-	38,046
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	50,000	-	-	38,046
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 2,201,202	\$ 2,326,202	\$ 2,326,202	\$ 2,413,156

280 HOUSING SUCCESSOR FUND

This fund is used to account for revenues received and expenditures made for affordable housing. The primary sources of revenue are from loan repayments generated from the use of the former Agency's Low and Moderate Income Housing Funds. All redevelopment agencies were dissolved on February 1, 2012 per a California Supreme Court ruling and the City elected to assume the housing functions of the former Agency.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 4,666,689	\$ 4,507,390	\$ 4,507,390	\$ 4,472,329
Resources				
Revenues				
Loan Repayments	606,217	124,900	124,900	124,900
Interest	12,732	34,410	34,310	34,310
Other	300,554	67,000	67,000	67,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	919,503	226,310	226,210	226,210
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	5,586,192	4,733,700	4,733,600	4,698,539
Requirements				
Expenditures	1,078,802	285,877	261,271	264,140
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	1,078,802	285,877	261,271	264,140
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 4,507,390	\$ 4,447,823	\$ 4,472,329	\$ 4,434,399

290 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND

This fund is used to account for the revenues received and expenditures made for community block grants. Financing is provided under agreement with the County of Orange, whereby the City is a secondary recipient with funds made available from the United States Department of Housing and Urban Development (HUD), under the Housing and Community Development Act of 1974 and 1977.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ (7,110)	\$ (4,793)	\$ (4,793)	\$ -
Resources				
Revenues				
Federal Grants	264,532	787,021	767,626	340,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	264,532	787,021	767,626	340,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	257,422	782,228	762,833	340,000
Requirements				
Expenditures	222,215	307,448	283,260	190,000
	<hr/>	<hr/>	<hr/>	<hr/>
Transfers-out				
Capital Improvement (510)	40,000	479,573	479,573	150,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	262,215	787,021	762,833	340,000
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ (4,793)	\$ (4,793)	\$ -	\$ -

341 LANDSCAPING & LIGHTING MAINTENANCE DISTRICT #1 FUND

This landscape and lighting maintenance district is located in the north central part of the City and is composed of American National tract numbers 9121, 9341 and 9342.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 12,570	\$ 6,203	\$ 6,203	\$ 2,893
Resources				
Revenues				
Special Assessment Fees	55,761	55,930	55,930	55,930
Interest	43	180	180	180
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	55,804	56,110	56,110	56,110
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	68,374	62,313	62,313	59,003
Requirements				
Expenditures	62,171	59,533	59,420	55,074
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	62,171	59,533	59,420	55,074
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 6,203	\$ 2,780	\$ 2,893	\$ 3,929

342 LIGHTING MAINTENANCE MAINTENANCE DISTRICT #2 FUND

This lighting maintenance district is located in the northwest part of the City and is composed of Baldwin tract numbers 8857, 9227 and 9228, which is now called "New North Hills."

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 38,267	\$ 38,062	\$ 38,062	\$ 38,613
Resources				
Revenues				
Special Assessment Fees	5,478	5,500	5,500	5,500
Interest	60	540	540	540
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	5,538	6,040	6,040	6,040
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	43,805	44,102	44,102	44,653
Requirements				
Expenditures	5,743	5,567	5,489	6,686
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	5,743	5,567	5,489	6,686
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 38,062	\$ 38,535	\$ 38,613	\$ 37,967

3 4 3 L A N D S C A P I N G & L I G H T I N G M A I N T E N A N C E D I S T R I C T # 3 F U N D

This landscape and lighting maintenance district is located in the eastern central portion of the City, and was formed from the Eagle Ridge development, tract number 8242.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 113,244	\$ 92,928	\$ 92,928	\$ 67,287
Resources				
Revenues				
Special Assessment Fees	86,188	86,448	86,448	86,448
Interest	226	270	270	270
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	86,414	86,718	86,718	86,718
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	199,658	179,646	179,646	154,005
Requirements				
Expenditures	106,730	144,202	112,359	88,279
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	106,730	144,202	112,359	88,279
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 92,928	\$ 35,444	\$ 67,287	\$ 65,726

3 4 4 L I G H T I N G M A I N T E N A N C E M A I N T E N A N C E D I S T R I C T # 4 F U N D

This lighting maintenance district is located just east of the SR 57 Freeway and north of Birch Street. It is composed of Ponderosa tract numbers 9298, 10224, 10234, 10325, 10326 and 10327.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 17,430	\$ 17,719	\$ 17,719	\$ 18,609
Resources				
Revenues				
Special Assessment Fees	2,752	2,760	2,760	2,760
Interest	67	240	240	240
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	2,818	3,000	3,000	3,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	20,248	20,719	20,719	21,609
Requirements				
Expenditures	2,530	2,094	2,110	2,479
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	2,530	2,094	2,110	2,479
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 17,719	\$ 18,625	\$ 18,609	\$ 19,130

3 4 5 LANDSCAPING & LIGHTING MAINTENANCE DISTRICT #5 FUND

This landscape and lighting maintenance district is located in the north central portion of the City, and is composed of Konweiser tract numbers 9111, 9414 and 9473.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 65,943	\$ 64,572	\$ 64,572	\$ 53,722
Resources				
Revenues				
Special Assessment Fees	94,194	94,478	94,478	94,478
Interest	133	900	900	900
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	94,327	95,378	95,378	95,378
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	160,270	159,950	159,950	149,100
Requirements				
Expenditures	95,698	98,678	106,228	131,943
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	95,698	98,678	106,228	131,943
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 64,572	\$ 61,272	\$ 53,722	\$ 17,157

3 4 6 L A N D S C A P I N G & L I G H T I N G M A I N T E N A N C E D I S T R I C T # 6 F U N D

This landscape and lighting maintenance district is located in the north central part of the City and is composed of Warmington tract numbers 8820, 9531 and 9532.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 74,674	\$ 53,942	\$ 53,942	\$ 36,704
Resources				
Revenues				
Special Assessment Fees	181,703	182,250	188,350	182,250
Interest	144	930	930	930
Other	-	-	1,491	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	181,847	183,180	190,771	183,180
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	256,521	237,122	244,713	219,884
Requirements				
Expenditures	202,579	206,034	208,009	209,061
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	202,579	206,034	208,009	209,061
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 53,942	\$ 31,088	\$ 36,704	\$ 10,823

347 LANDSCAPING & LIGHTING MAINTENANCE DISTRICT #7 FUND

This landscape and lighting maintenance district is located in the west portion of the City, and is composed of Baywood tract numbers 14656, 14657, 14658 and 15670.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 8,203	\$ 7,457	\$ 7,457	\$ 3,886
Resources				
Revenues				
Special Assessment Fees	27,567	27,650	27,650	27,650
Interest	19	90	90	90
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	27,586	27,740	27,740	27,740
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	35,789	35,197	35,197	31,626
Requirements				
Expenditures	28,332	29,549	31,311	30,838
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	28,332	29,549	31,311	30,838
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 7,457	\$ 5,648	\$ 3,886	\$ 788

360 COMMUNITY FACILITIES DISTRICT NO. 2008-01

This community facilities district is located in the west portion of the city, and is composed of the Blackstone residential development.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 376,863	\$ 185,524	\$ 185,524	\$ 45,419
Resources				
Revenues				
Special Taxes	775,766	790,891	795,000	811,700
Interest	8,157	34,460	34,460	34,460
Total Resources	783,923	825,351	829,460	846,160
Total Available	1,160,786	1,010,875	1,014,984	891,579
Requirements				
Expenditures	954,657	928,217	958,765	835,364
Transfer to Reserves	20,605	11,560	10,800	10,800
Total Requirements	975,262	939,777	969,565	846,164
Ending Balance 6/30	\$ 185,524	\$ 71,098	\$ 45,419	\$ 45,415
Reserves				
Open Space	700,000	700,000	700,000	700,000
Tonner Ridge Trail	859,992	868,431	867,876	875,760
Valencia Road	322,497	325,618	325,413	328,329
Total Reserves	\$ 1,882,489	\$ 1,894,049	\$ 1,893,289	\$ 1,904,089

361 COMMUNITY FACILITIES DISTRICT NO. 2011-01

This community facilities district is located in the east portion of the city, and is composed of the La Floresta commercial and residential development.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 147,554	\$ 143,803	\$ 143,803	\$ 190,323
Resources				
Revenues				
Special Taxes	271,849	270,810	297,000	377,400
Interest	526	2,940	2,940	2,940
Other	30	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	272,405	273,750	299,940	380,340
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	419,959	417,553	443,743	570,663
Requirements				
Expenditures	276,156	286,098	253,420	324,429
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	276,156	286,098	253,420	324,429
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 143,803	\$ 131,455	\$ 190,323	\$ 246,234

3 6 2 C O M M U N I T Y F A C I L I T I E S D I S T R I C T N O. 2 0 1 3 - 0 1

This community facilities district is located in the east portion of the city, and is composed of the Taylor-Morrison residential development.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 86,052	\$ 92,604	\$ 92,604	\$ 108,578
Resources				
Revenues				
Special Taxes	48,111	48,256	48,256	50,150
Interest	331	1,110	1,110	1,110
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	48,442	49,366	49,366	51,260
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	134,494	141,970	141,970	159,838
Requirements				
Expenditures	41,890	32,382	33,392	43,897
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	41,890	32,382	33,392	43,897
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 92,604	\$ 109,588	\$ 108,578	\$ 115,941

3 6 3 C O M M U N I T Y F A C I L I T I E S

D I S T R I C T N O. 2 0 1 3 - 0 2

This community facilities district is located on Central Avenue and is composed of the Central Park Village mixed-use development.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ -	\$ 30,608	\$ 30,608	\$ 73,408
Resources				
Revenues				
Special Taxes	30,859	30,900	42,500	45,600
Interest	(251)	300	300	300
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	30,608	31,200	42,800	45,900
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	30,608	61,808	73,408	119,308
Requirements				
Expenditures	-	-	-	45,524
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	-	-	-	45,524
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 30,608	\$ 61,808	\$ 73,408	\$ 73,784

410 URBAN RUNOFF FUND

This fund is used to account for the City's urban runoff operations which are financed and operated in a manner similar to a private enterprise. The cost (expenses, including depreciation) of providing these services to the general public on a continuing basis are financed or recovered primarily through user charges.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 479,217	\$ 413,801	\$ 413,801	\$ 371,831
Resources				
Revenues				
Charges for Services	409,974	412,000	429,400	440,100
Interest	647	7,960	7,960	7,960
Other	8,451	14,000	13,048	21,062
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	419,072	433,960	450,408	469,122
Transfer from Reserves	-	-	-	13,568
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	898,289	847,761	864,209	854,521
Requirements				
Expenditures	380,105	411,788	407,683	353,413
Transfers-out				
Capital Improvement (510)	-	60,000	60,000	-
Transfer to Reserves	104,383	4,589	24,695	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	484,488	476,377	492,378	353,413
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 413,801	\$ 371,384	\$ 371,831	\$ 501,108
Reserves				
Section 115 Trust (PARS)	-	-	17,800	17,800
Operations (3 months)	95,026	102,947	101,921	88,353
Capital	100,000	100,000	100,000	100,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Reserves	\$ 195,026	\$ 202,947	\$ 219,721	\$ 206,153

4 2 0 W A T E R U T I L I T Y F U N D

This fund is used to account for the City's water utility operations which are financed and operated in a manner similar to a private enterprise. The costs (expenses, including depreciation) of providing these services to the general public on a continuing basis are financed or recovered primarily through user charges.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 5,739,371	\$ 9,034,925	\$ 9,034,925	345,404
Resources				
Revenues				
Charges for Services	22,344,336	22,676,000	20,959,489	21,489,358
Connection Fees	192,182	630,000	380,000	450,000
Interest	(26,870)	234,640	234,640	234,640
Other	915,426	871,700	1,044,852	1,025,400
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Sub-total Revenues	23,425,074	24,412,340	22,618,981	23,199,398
Transfer from Reserves	1,894,223	429,742	606,613	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	25,319,297	24,842,082	23,225,594	23,199,398
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Total Available	31,058,668	33,877,007	32,260,519	23,544,802

420 WATER UTILITY FUND

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Requirements				
Expenditures	15,533,961	16,032,642	15,725,765	16,118,195
Transfers-out				
Fixed Asset Replacement (182)	237,789	118,895	118,895	-
Risk Management (470)	579,334	289,667	289,667	-
Information Technology (475)	-	-	-	11,314
Capital Improvement (510)	230,599	14,852,837	14,852,837	6,732,000
Transfer to Reserves	5,442,060	624,671	927,951	98,108
Total Requirements	<u>22,023,743</u>	<u>31,918,712</u>	<u>31,915,115</u>	<u>22,959,617</u>
Ending Balance 6/30	9,034,925	\$ 1,958,295	345,404	585,185
Reserves				
Section 115 Trust (PARS)	-	-	380,000	380,000
Prepaid Water Purchase	606,613	-	-	-
Operations (3 months)	3,883,490	4,008,161	3,931,441	4,029,549
Capital	5,000,000	5,500,000	5,500,000	5,500,000
Debt Service Fund with Trustee	<u>3,061,389</u>	<u>3,061,389</u>	<u>3,061,389</u>	<u>3,061,389</u>
Total Reserves	12,551,492	12,569,550	12,872,830	12,970,938

430 SEWER UTILITY FUND

This fund is used to account for the operations of the City's sewer distribution lines and is operated in a manner similar to a private enterprise. The costs (expenses, including depreciation) of providing these services to the general public on a continuing basis are financed or recovered primarily through user charges.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 2,098,680	\$ 2,575,891	\$ 2,575,891	\$ -
Resources				
Revenues				
Sewer Fees	2,274,485	2,285,400	2,367,000	2,459,900
Sewer Connection Fees	18,965	25,000	7,700	58,000
Interest	843	32,190	32,190	32,190
Other	(53,676)	-	9,500	-
Sub-total Revenues	2,240,617	2,342,590	2,416,390	2,550,090
Transfer from Reserves	-	24,676	39,888	-
Total Resources	2,240,617	2,367,266	2,456,278	2,550,090
Total Available	4,339,297	4,943,157	5,032,169	2,550,090
Requirements				
Expenditures	1,263,181	1,410,528	1,341,068	1,380,144
Transfers-out				
Information Technology (475)	-	-	-	3,771
Capital Improvement (510)	278,644	3,532,629	3,532,629	760,000
Transfer to Reserves	221,581	-	158,472	49,657
Total Requirements	1,763,406	4,943,157	5,032,169	2,193,572
Ending Balance 6/30	\$ 2,575,891	\$ -	\$ -	\$ 356,518
Reserves				
Section 115 Trust (PARS)	-	-	139,000	139,000
Operations (3 months)	315,795	352,632	335,267	345,036
Capital	1,000,000	975,324	960,112	1,000,000
Total Reserves	\$ 1,315,795	\$ 1,327,956	\$ 1,434,379	\$ 1,484,036

440 SANITATION & STREET SWEEPING FUND

This fund is used to account for the City's refuse collection and street sweeping operations and is operated in a manner similar to a private enterprise. User charges finance the operations of this fund.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ (41,968)	\$ 90,488	\$ 90,488	\$ 199,802
Resources				
Revenues				
State Maintenance Reimbursement	11,154	11,371	11,371	11,371
Refuse Collection	2,517,395	2,610,700	2,636,300	2,741,800
Street Sweeping	297,909	299,600	297,800	297,800
Franchise Fee	894,997	-	-	-
Recycling Refund	17,649	26,100	13,000	13,000
Interest	(2,310)	-	-	-
Total Revenue	3,736,794	2,947,771	2,958,471	3,063,971
Transfers-in				
General Fund (110)	-	516,300	516,300	235,000
Total Resources	3,736,794	3,464,071	3,474,771	3,298,971
Total Available	3,694,826	3,554,559	3,565,259	3,498,773
Requirements				
Expenditures				
Administration	113,046	114,508	112,652	118,843
Refuse	2,638,856	2,713,690	2,769,573	2,855,316
Street Sweeping	452,436	472,168	483,232	403,336
Transfers-out				
General Fund (110)	400,000	-	-	-
Information Technology (475)	-	-	-	943
Total Requirements	3,604,338	3,300,366	3,365,457	3,378,438
Ending Balance 6/30	\$ 90,488	\$ 254,193	\$ 199,802	\$ 120,335

460 INFORMATION TECHNOLOGY EXTERNAL SUPPORT FUND

This fund is used to account for the operations of the Information Technology Division's contractual information technology services to other agencies. The costs (expenses) of providing these services on a continuing basis are financed or recovered through user charges.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 951,580	\$ 1,015,460	\$ 1,015,460	\$ 709,628
Resources				
Revenues				
Charges for Services	1,695,050	1,312,425	1,367,000	1,450,101
Interest	2,678	8,770	8,770	8,770
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Total Resources	1,697,728	1,321,195	1,375,770	1,458,871
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	2,649,308	2,336,655	2,391,230	2,168,499
Requirements				
Expenditures	1,583,848	1,446,600	1,461,602	1,458,869
Transfers-out				
General Fund (110)	50,000	-	-	-
Transfer to Reserves	-	-	220,000	-
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Total Requirements	1,633,848	1,446,600	1,681,602	1,458,869
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Ending Balance 6/30	\$ 1,015,460	\$ 890,055	\$ 709,628	\$ 709,630
Reserves				
Section 115 Trust (PARS)	-	-	220,000	220,000
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Total Reserves	\$ -	\$ -	\$ 220,000	\$ 220,000
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470 RISK MANAGEMENT FUND

This fund is used to account for the costs of operating a self-insured program for general liability, workers' compensation, long-term disability and unemployment compensation. Such costs are billed to City departments at a predetermined rate set during each budget process.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 5,047,546	\$ 5,166,398	\$ 5,166,398	\$ 5,560,782
Resources				
Revenues				
Charges for Services	2,959,908	2,805,970	2,805,970	3,825,553
Interest	932	49,360	49,360	49,360
Other	400,156	55,000	163,146	55,000
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Sub-total Revenues	3,360,996	2,910,330	3,018,476	3,929,913
Transfers-in				
Water Utility (420)	579,334	289,667	289,667	-
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Total Resources	3,940,330	3,199,997	3,308,143	3,929,913
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Total Available	8,987,876	8,366,395	8,474,541	9,490,695
Requirements				
Expenditures	3,621,478	3,424,687	2,913,759	3,095,364
Transfers-out				
General Fund (110)	200,000	-	-	-
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Total Requirements	3,821,478	3,424,687	2,913,759	3,095,364
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Ending Balance 6/30	\$ 5,166,398	\$ 4,941,708	\$ 5,560,782	\$ 6,395,331

475 INFORMATION TECHNOLOGY INTERNAL SUPPORT FUND

This fund is used to account for the operations of the City's Internal Information Technology Division. Such costs are billed to the departments and/or divisions based upon a predetermined rate set during the budget process.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ -	\$ 85,859	\$ 85,859	\$ 416,911
Resources				
Revenues				
Charges for Services	2,489,400	2,549,723	2,549,723	2,602,898
Interest	(5,793)	-	10,000	10,000
Other	-	11,489	11,489	-
Transfers-in				
Public Safety Augmentation (172)	-	-	-	50,000
Fixed Asset Replacement (182)	-	300,000	300,000	664,835
Asset Seizure (231)	-	-	-	46,000
Water Utility (420)	-	-	-	11,314
Sewer Utility (430)	-	-	-	3,771
Sanitation & Street Sweeping (440)	-	-	-	943
Total Resources	2,483,607	2,861,212	2,871,212	3,389,761
Total Available	2,483,607	3,016,992	2,957,071	3,806,672
Requirements				
Expenditures	2,397,748	2,730,180	2,540,160	3,041,566
Total Requirements	2,397,748	2,730,180	2,540,160	3,041,566
Ending Balance 6/30	\$ 85,859	\$ 131,032	\$ 416,911	\$ 765,106

480 EQUIPMENT & VEHICLE MAINTENANCE FUND

This fund is used to account for the costs of operating a maintenance facility for automotive equipment used by City departments and replacement of all City "rolling stock" equipment. Such costs are billed to the departments at a predetermined cost per mile charge that includes depreciation. This charge is set during the budget process. The Equipment and Vehicle Maintenance Fund is responsible for financing replacement vehicles, as necessary.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 1,114,423	\$ 1,368,441	\$ 1,368,441	\$ 1,311,228
Resources				
Revenues				
Charges for Services	2,042,328	2,164,890	2,164,890	2,392,030
Interest	5,708	16,930	16,930	16,930
Other	65,429	110,654	132,000	138,000
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Sub-total Revenues	2,113,465	2,292,474	2,313,820	2,546,960
Transfers-in				
General Fund (110)	61,303	60,000	60,000	30,000
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Total Resources	2,174,768	2,352,474	2,373,820	2,576,960
Total Available	3,289,191	3,720,915	3,742,261	3,888,188
Requirements				
Expenditures				
Operations	1,572,488	1,562,140	1,037,349	1,710,614
Capital Outlay	348,262	1,391,683	1,393,684	555,150
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Total Requirements	1,920,750	2,953,823	2,431,033	2,265,764
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Ending Balance 6/30	\$ 1,368,441	\$ 767,092	\$ 1,311,228	\$ 1,622,424

490 BUILDING OCCUPANCY FUND

*This fund is used to account for the costs of operating a building maintenance program for City facilities.
Such costs are billed to departments at a predetermined rate set during the budget process.*

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 352,737	\$ 388,797	\$ 388,797	\$ 438,492
Resources				
Revenues				
Charges for Services	2,517,852	2,374,721	2,374,721	2,667,001
Interest	420	5,490	5,490	5,490
Other	91,154	100,812	100,812	86,942
Transfers-in				
Fixed Asset Replacement (182)	-	-	-	70,000
Sub-total Revenues	2,609,426	2,481,023	2,481,023	2,829,433
Total Resources	2,609,426	2,481,023	2,481,023	2,829,433
Total Available	2,962,163	2,869,820	2,869,820	3,267,925
Requirements				
Expenditures	2,573,366	2,520,438	2,431,328	2,570,956
Total Requirements	2,573,366	2,520,438	2,431,328	2,570,956
Ending Balance 6/30	\$ 388,797	\$ 349,382	\$ 438,492	\$ 696,969

510 CAPITAL IMPROVEMENT FUND

This fund is used to account for the citywide costs of constructing street improvements, parks and other public improvements. Financing is provided by Federal and State grant revenues, Successor Agency funds, interfund transfers from the Special Revenue Funds, Enterprise Funds and the General Fund.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ -	\$ -	\$ -	\$ -
Resources				
Revenues				
Successor Agency	4,759,623	-	-	-
Grants	7,815,578	18,117,682	18,117,682	-
Other	942,776	470,896	470,896	-
Sub-total Revenues	13,517,977	18,588,578	18,588,578	-
Transfers-in				
General Fund (110)	4,833	8,439	8,439	-
CBED (140)	-	310,000	310,000	-
Fixed Asset Replacement (182)	637,341	3,702,702	3,702,702	1,931,159
Gas Tax (220)	796,126	1,565,273	1,565,273	636,000
Road Repair & Maint. (221)	-	960,966	960,966	743,000
AQMD (240)	50,000	-	-	-
Park Development (250)	1,316,500	1,241,803	1,241,803	595,000
Measure M (260)	979,103	1,893,065	1,893,065	1,325,000
CDBG (290)	40,000	479,573	479,573	150,000
NPDES (410)	-	60,000	60,000	-
Water Utility (420)	230,599	14,852,837	14,852,837	6,732,000
Sewer Utility (430)	278,644	3,532,629	3,532,629	760,000
Traffic Impact Fees (540)	2,535,794	9,656,961	9,656,961	726,538
Water Impact Fees (541)	-	30,000	30,000	-
Capital & Mitigation Imp. (560)	917,795	-	-	-
Sub-total Transfers-in	7,786,735	38,294,248	38,294,248	13,598,697
Total Resources	21,304,712	56,882,826	56,882,826	13,598,697
Total Available	21,304,712	56,882,826	56,882,826	13,598,697

510 CAPITAL IMPROVEMENT FUND

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Requirements				
Expenditures				
Capital Improvements	21,304,712	56,882,826	56,882,826	13,598,697
Total Requirements	21,304,712	56,882,826	56,882,826	13,598,697
Ending Balance 6/30	\$ -	\$ -	\$ -	\$ -

540 TRAFFIC IMPACT FEES FUND

This fund is used to account for the receipt and expenditure of impact fees collected from developers to mitigate the future impact that development has on traffic services.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 5,510,325	\$ 2,577,031	\$ 2,577,031	\$ 604,511
Resources				
Revenues				
Impact Fees	266,920	200,000	150,000	800,000
Interest	37,878	200,060	200,060	200,060
Other	-	28,830	24,200	12,100
Sub-total Revenues	304,798	428,890	374,260	1,012,160
Transfer from Reserves	-	7,410,262	7,410,262	-
Total Resources	304,798	7,839,152	7,784,522	1,012,160
Total Available	5,815,123	10,416,183	10,361,553	1,616,671
Requirements				
Expenditures	81,293	126,961	100,081	108,485
Transfers-out				
Capital Improvement (510)	2,535,794	9,656,961	9,656,961	726,538
Transfer to Reserves	621,005	-	-	-
Total Requirements	3,238,092	9,783,922	9,757,042	835,023
Ending Balance 6/30	\$ 2,577,031	\$ 632,261	\$ 604,511	\$ 781,648
Reserve				
57 Fwy/Lambert	7,910,262	500,000	500,000	500,000
Total Reserves	\$ 7,910,262	\$ 500,000	\$ 500,000	\$ 500,000

5 4 1 W A T E R I M P A C T F E E S F U N D

This fund is used to account for the receipt and expenditure of impact fees collected from developers to mitigate the future impact that development has on water services.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	869,462	952,487	952,487	993,707
Resources				
Revenues				
Impact Fees	81,689	30,000	75,000	55,000
Interest	1,336	11,320	11,320	11,320
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Total Resources	83,025	41,320	86,320	66,320
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	952,487	993,807	1,038,807	1,060,027
Requirements				
Expenditures	-	15,100	15,100	3,000
Transfers-out				
Capital Improvement (510)	-	30,000	30,000	-
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Total Requirements	-	45,100	45,100	3,000
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 952,487	\$ 948,707	\$ 993,707	\$ 1,057,027

5 4 2 F I R E I M P A C T F E E S F U N D

This fund is used to account for the receipt and expenditure of impact fees collected from developers to mitigate the future impact that development has on fire services.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	410,796	543,805	543,805	615,785
Resources				
Revenues				
Impact Fees	128,065	100,000	100,000	80,000
Interest	421	580	580	580
Other	4,523	-	-	-
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Total Resources	133,009	100,580	100,580	80,580
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Total Available	543,805	644,385	644,385	696,365
Requirements				
Expenditures	-	28,600	28,600	103,000
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Total Requirements	-	28,600	28,600	103,000
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 543,805	\$ 615,785	\$ 615,785	\$ 593,365

5 4 3 D I S P A T C H I M P A C T F E E S F U N D

This fund is used to account for the receipt and expenditure of impact fees collected from developers to mitigate the future impact that development has on dispatch services.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 317,855	\$ 323,858	\$ 323,858	\$ 331,068
Resources				
Revenues				
Impact Fees	5,285	7,000	7,000	5,600
Interest	718	4,360	4,360	4,360
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Total Resources	6,003	11,360	11,360	9,960
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	323,858	335,218	335,218	341,028
Requirements				
Expenditures	-	4,150	4,150	6,500
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Total Requirements	-	4,150	4,150	6,500
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 323,858	\$ 331,068	\$ 331,068	\$ 334,528

550 STORM DRAIN CONSTRUCTION FUND

This fund is used to account for the financing and construction of storm drains throughout the City. Storm Drainage Fee revenues provide that financing.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 256,402	\$ 256,957	\$ 256,957	\$ 260,667
Resources				
Revenues				
Interest	555	3,710	3,710	3,710
Total Resources	555	3,710	3,710	3,710
Total Available	256,957	260,667	260,667	264,377
Requirements				
Transfers-out				
Capital Improvement (510)	-	-	-	-
Total Requirements	-	-	-	-
Ending Balance 6/30	\$ 256,957	\$ 260,667	\$ 260,667	\$ 264,377

560 CAPITAL & MITIGATION IMPROVEMENT FUND

This fund is used to account for the revenues received and expenditures made for City Council designated Capital Improvement projects, as well as the implementation of measures designed to mitigate impacts related to development, and the operation of government facilities, including, but not limited to: traffic, noise, aesthetics, and open space preservation. Financing is provided by the July 14, 2009 Agreement between the City and County of Orange regarding the extension of the Olinda Alpha Landfill.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 5,002,403	\$ 4,103,447	\$ 4,103,447	\$ 4,179,177
Resources				
Revenues				
Interest	18,839	75,730	75,730	75,730
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Total Resources	18,839	75,730	75,730	75,730
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Total Available	5,021,242	4,179,177	4,179,177	4,254,907
Requirements				
Transfers-out				
Capital Improvement (510)	917,795	-	-	-
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Total Requirements	917,795	-	-	-
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Ending Balance 6/30	\$ 4,103,447	\$ 4,179,177	\$ 4,179,177	\$ 4,254,907

630 SUCCESSOR AGENCY SUPPORT AREA AB FUND

This fund is used to account for the salaries and fringe benefits incurred by the City on behalf of the former Brea Redevelopment Agency in Area AB. Revenues and expenditures are estimated, and the Successor Agency to the Brea Redevelopment Agency is billed on a monthly basis for actual expenditures incurred. This fund also accounts for the annual lease payments of the Civic and Cultural Center and the Community Center.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ -	\$ -	\$ -	\$ -
Resources				
Revenues				
Charges for Services	233,281	54,210	49,003	38,080
Lease Reimbursement	1,394,610	1,392,500	1,392,500	1,393,600
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Total Resources	1,627,891	1,446,710	1,441,503	1,431,680
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Total Available	1,627,891	1,446,710	1,441,503	1,431,680
Requirements				
Expenditures				
Operations	233,281	54,210	49,003	38,080
Lease Expense	1,394,610	1,392,500	1,392,500	1,393,600
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Total Requirements	1,627,891	1,446,710	1,441,503	1,431,680
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ -	\$ -	\$ -	\$ -

8 1 0 P A R S P O S T E M P L O Y M E N T B E N E F I T F U N D

This fund was established on November 17, 2015 to account for contributions from the City toward reducing the future unfunded pension liability for current and future retirement costs for both public safety and miscellaneous employees.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 6,854,440	\$ 7,325,265	\$ 7,325,265	\$ 7,780,265
Resources				
Revenues				
Interest	511,091	500,000	500,000	500,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	511,091	500,000	500,000	500,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	7,365,531	7,825,265	7,825,265	8,280,265
Requirements				
Expenditures	40,266	45,000	45,000	45,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	40,266	45,000	45,000	45,000
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 7,325,265	\$ 7,780,265	\$ 7,780,265	\$ 8,235,265

COMBINED FUND STATEMENT

Fund No.	Fund Title	Beginning Fund Balance	Revenues	Transfers-In	Available Resources
General Operating Funds					
110	General Fund	\$ 17,788,216	\$ 54,612,613	\$ 844,435	\$ 73,245,264
120	General Plan Maintenance	995,184	303,960	-	1,299,144
130	War Memorial	45,352	7,700	-	53,052
140	Community Benefit & Economic Development	3,290,536	1,400,000	-	4,690,536
150	Other Post Employment Benefits	155,103	881,900	-	1,037,003
172	Public Safety Augmentation	117,423	507,600	305,000	930,023
173	Supplemental Law Enforcement Svs.	197,085	100,600	-	297,685
174	Paramedic Services	-	4,593,244	1,033,030	5,626,274
181	Community Center Replacement	748,267	-	167,000	915,267
182	Fixed Asset Replacement	4,693,083	-	606,112	5,299,195
Special Revenue Funds					
220	Gas Tax	49,162	1,201,147	-	1,250,309
221	Road Maintenance & Repair	11,561	742,762	-	754,323
231	Narcotics Enforcement Asset Seizure	157,688	6,050	-	163,738
240	Air Quality Improvement Fees	300,567	58,490	-	359,057
250	Park Development	2,014,316	25,000	-	2,039,316
260	Measure M Transportation Tax	1,166,610	1,038,844	-	2,205,454
270	Affordable Housing Trust	2,326,202	125,000	-	2,451,202
280	Housing Programs & Services	4,472,329	226,210	-	4,698,539
290	Community Dev. Block Grant	-	340,000	-	340,000
Assessment Funds					
341	Landscape & Lighting Maint. Dist. #1	2,893	56,110	-	59,003
342	Lighting Maintenance District #2	38,613	6,040	-	44,653
343	Landscape & Lighting Maint. Dist. #3	67,287	86,718	-	154,005
344	Lighting Maintenance District #4	18,609	3,000	-	21,609
345	Landscape & Lighting Maint. Dist. #5	53,722	95,378	-	149,100
346	Landscape & Lighting Maint. Dist. #6	36,704	183,180	-	219,884
347	Landscape & Lighting Maint. Dist. #7	3,886	27,740	-	31,626
360	Community Facilities District 2008-01	1,938,708	846,160	-	2,784,868
361	Community Facilities District 2011-01	190,323	380,340	-	570,663
362	Community Facilities District 2013-01	108,578	51,260	-	159,838
363	Community Facilities District 2013-02	73,408	45,900	-	119,308
Enterprise Funds					
410	Urban Runoff	591,552	469,122	-	1,060,674
420	Water Utility	13,218,234	23,199,398	-	36,417,632
430	Sewer Utility	1,434,379	2,550,090	-	3,984,469
440	Sanitation & Street Sweeping	199,802	3,063,971	235,000	3,498,773
460	IT External Support	929,628	1,458,871	-	2,388,499
Internal Service Funds					
470	Risk Management	5,560,782	3,929,913	-	9,490,695
475	IT Internal Support	416,911	2,612,898	776,863	3,806,672
480	Equipment & Vehicle Maintenance	1,311,228	2,546,960	30,000	3,888,188
490	Building Occupancy	438,492	2,759,433	70,000	3,267,925

FISCAL YEAR FY 2019-20

Operations	Capital Projects	Total Expenditures	Transfers-Out	Ending Fund Balance	Restricted Reserves	Available Fund Balance
General Operating Funds						
\$ 55,673,333	\$ -	\$ 55,673,333	\$ 2,065,030	15,506,901	\$ 13,821,115	\$ 1,685,786
-	-	-	-	1,299,144	-	1,299,144
34,700	-	34,700	-	18,352	-	18,352
306,422	-	306,422	-	4,384,114	-	4,384,114
881,900	-	881,900	-	155,103	-	155,103
672,470	-	672,470	50,000	207,553	-	207,553
-	-	-	296,485	1,200	-	1,200
5,626,274	-	5,626,274	-	-	-	-
153,500	-	153,500	-	761,767	-	761,767
-	-	-	3,068,944	2,230,251	1,314,314	915,937
Special Revenue Funds						
-	-	-	1,086,000	164,309	-	164,309
-	-	-	743,000	11,323	-	11,323
68,700	-	68,700	46,000	49,038	-	49,038
-	-	-	-	359,057	-	359,057
-	-	-	595,000	1,444,316	-	1,444,316
39,903	-	39,903	1,325,000	840,551	-	840,551
38,046	-	38,046	-	2,413,156	-	2,413,156
264,140	-	264,140	-	4,434,399	-	4,434,399
190,000	-	190,000	150,000	-	-	-
Assessment Funds						
55,074	-	55,074	-	3,929	-	3,929
6,686	-	6,686	-	37,967	-	37,967
88,279	-	88,279	-	65,726	-	65,726
2,479	-	2,479	-	19,130	-	19,130
131,943	-	131,943	-	17,157	-	17,157
209,061	-	209,061	-	10,823	-	10,823
30,838	-	30,838	-	788	-	788
835,364	-	835,364	-	1,949,504	1,904,089	45,415
324,429	-	324,429	-	246,234	-	246,234
43,897	-	43,897	-	115,941	-	115,941
45,524	-	45,524	-	73,784	-	73,784
Enterprise Funds						
353,413	-	353,413	-	707,261	206,153	501,108
16,118,195	-	16,118,195	6,743,314	13,556,123	12,970,938	585,185
1,380,144	-	1,380,144	763,771	1,840,554	1,484,036	356,518
3,377,495	-	3,377,495	943	120,335	-	120,335
1,458,869	-	1,458,869	-	929,630	220,000	709,630
Internal Service Funds						
3,095,364	-	3,095,364	-	6,395,331	-	6,395,331
3,041,566	-	3,041,566	-	765,106	-	765,106
2,265,764	-	2,265,764	-	1,622,424	-	1,622,424
2,570,956	-	2,570,956	-	696,969	-	696,969

COMBINED FUND STATEMENT

Fund No.	Fund Title	Beginning Fund Balance	Revenues	Transfers-In	Available Resources
Capital Projects Funds					
510	Capital Improvement	-	-	13,598,697	13,598,697
540	Traffic Impact Fees	1,104,511	1,012,160	-	2,116,671
541	Water Impact Fees	993,707	66,320	-	1,060,027
542	Fire Impact Fees	615,785	80,580	-	696,365
543	Dispatch Impact Fees	331,068	9,960	-	341,028
550	Storm Drain Construction	260,667	3,710	-	264,377
560	Capital and Mitigation Improvement	4,179,177	75,730	-	4,254,907
845	Midbury Assessment Authority*	7,374	80	-	7,454
Administrative Support Funds					
630	Redevelopment Support Area AB	-	1,431,680	-	1,431,680
Fiduciary Funds					
810	PARS Post Employment Benefits	7,780,265	500,000	-	8,280,265
Total All Funds		\$ 80,434,977	\$ 113,723,822	\$ 17,666,137	\$ 211,824,936

* Mibury Assessment Authority has a separate resolution for budget adoption

FISCAL YEAR FY 2019-20

Operations	Capital Projects	Total Expenditures	Transfers-Out	Ending Fund Balance	Restricted Reserves	Available Fund Balance
Capital Project Funds						
-	13,598,697	13,598,697	-	-	-	-
108,485	-	108,485	726,538	1,281,648	500,000	781,648
3,000	-	3,000	-	1,057,027	-	1,057,027
103,000	-	103,000	-	593,365	-	593,365
6,500	-	6,500	-	334,528	-	334,528
-	-	-	-	264,377	-	264,377
-	-	-	-	4,254,907	-	4,254,907
468	-	468	6,112	874	-	874
Administrative Support Funds						
1,431,680	-	1,431,680	-	-	-	-
Fiduciary Funds						
45,000	-	45,000	-	8,235,265	-	8,235,265
\$ 101,082,861	\$ 13,598,697	\$ 114,681,558	\$17,666,137	\$ 79,477,241	\$ 32,420,645	\$ 47,056,596



SUMMARY OF REVENUES BY FUND

		Actual FY 2017-18*	Adopted FY 2018-19*	Estimated FY 2018-19*	Budget FY 2019-20*
General Operating Funds					
110	General Fund	\$ 54,008,203	\$ 54,556,124	\$ 55,918,807	\$ 54,612,613
120	General Plan Maintenance	141,440	189,960	176,196	303,960
130	War Memorial	4,178	6,700	5,200	7,700
140	Community Benefit & Economic Dev.	2,245,610	1,400,000	1,400,000	1,400,000
150	Other Post Employment Benefits	-	-	-	881,900
172	Public Safety Augmentation	465,930	440,000	490,500	507,600
173	Supplemental Law Enforcement Svcs.	188,247	100,600	150,600	100,600
174	Paramedic Services	-	4,334,212	4,357,140	4,593,244
	Sub-Total	\$ 57,053,608	\$ 61,027,596	\$ 62,498,443	\$ 62,407,617
Special Revenue Funds					
220	Gas Tax	\$ 945,659	\$ 1,148,084	\$ 979,237	\$ 1,201,147
221	Road Maintenance & Repair	257,478	735,220	715,049	742,762
231	Narcotics Enforcement Asset Seizure	4,922	6,050	150,600	6,050
240	Air Quality Improvement Fees	57,452	58,490	58,490	58,490
250	Park Development	3,624,127	34,000	34,000	25,000
260	Measure M Transportation Tax	957,409	1,005,105	1,005,105	1,038,844
270	Affordable Housing Trust	4,905	125,000	125,000	125,000
280	Housing Programs & Services	919,503	226,310	226,210	226,210
290	Community Dev. Block Grant	264,532	787,021	767,626	340,000
	Sub-Total	\$ 7,035,987	\$ 4,125,280	\$ 4,061,317	\$ 3,763,503
Assessment Funds					
341	Landscape & Lighting Maint. Dist. #1	\$ 55,804	\$ 56,110	\$ 56,110	\$ 56,110
342	Lighting Maintenance District #2	5,538	6,040	6,040	6,040
343	Landscape & Lighting Maint. Dist. #3	86,414	86,718	86,718	86,718
344	Lighting Maintenance District #4	2,818	3,000	3,000	3,000
345	Landscape & Lighting Maint. Dist. #5	94,327	95,378	95,378	95,378
346	Landscape & Lighting Maint. Dist. #6	181,847	183,180	190,771	183,180
347	Landscape & Lighting Maint. Dist. #7	27,586	27,740	27,740	27,740
360	Community Facilities Dist No. 08-01	783,923	825,351	829,460	846,160
361	Community Facilities Dist No. 11-01	272,405	273,750	299,940	380,340
362	Community Facilities Dist No. 13-01	48,442	49,366	49,366	51,260
363	Community Facilities Dist No. 13-02	30,608	31,200	42,800	45,900
	Sub-Total	\$ 1,589,712	\$ 1,637,833	\$ 1,687,323	\$ 1,781,826

* Does not include transfers-in

SUMMARY OF REVENUES BY FUND

		Actual FY 2017-18*	Adopted FY 2018-19*	Estimated FY 2018-19*	Budget FY 2019-20*
Enterprise Funds					
410	Urban Runoff	\$ 419,072	\$ 433,960	\$ 450,408	\$ 469,122
420	Water Utility	23,425,074	24,412,340	22,618,981	23,199,398
430	Sewer Utility	2,240,617	2,342,590	2,416,390	2,550,090
440	Sanitation & Street Sweeping	3,736,794	2,947,771	2,958,471	3,063,971
460	IT External Support	1,697,728	1,321,195	1,375,770	1,458,871
	Sub-Total	\$ 31,519,285	\$ 31,457,856	\$ 29,820,020	\$ 30,741,452
Internal Service Funds					
470	Risk Management	\$ 3,360,996	\$ 2,910,330	\$ 3,018,476	\$ 3,929,913
475	IT Internal Support	2,483,607	2,561,212	2,571,212	2,612,898
480	Equipment & Vehicle Maintenance	2,113,465	2,292,474	2,313,820	2,546,960
490	Building Occupancy	2,609,426	2,481,023	2,481,023	2,759,433
	Sub-Total	\$ 10,567,494	\$ 10,245,039	\$ 10,384,531	\$ 11,849,204
Capital Project Funds					
510	Capital Improvement	\$ 13,517,977	\$ 18,588,578	\$ 18,588,578	\$ -
540	Traffic Impact Fees	304,798	428,890	374,260	1,012,160
541	Water Impact Fees	83,025	41,320	86,320	66,320
542	Fire Impact Fees	133,009	100,580	100,580	80,580
543	Dispatch Impact Fees	6,003	11,360	11,360	9,960
550	Storm Drain Construction	555	3,710	3,710	3,710
560	Capital Mitigation & Improvement	18,839	75,730	75,730	75,730
	Sub-Total	\$ 14,064,206	\$ 19,250,168	\$ 19,240,538	\$ 1,248,460
Administrative Support Fund					
630	Successor Agency Support Area AB	\$ 1,627,891	\$ 1,466,710	\$ 1,441,503	\$ 1,431,680
	Sub-Total	\$ 1,627,891	\$ 1,466,710	\$ 1,441,503	\$ 1,431,680
Fiduciary Fund					
810	PARS Post Employment Benefits	\$ 511,091	\$ 500,000	\$ 500,000	\$ 500,000
	Sub-Total	\$ 511,091	\$ 500,000	\$ 500,000	\$ 500,000
Total Revenues		\$ 123,969,274	\$ 129,690,482	\$ 130,633,675	\$ 113,723,742

* Does not include transfers-in

GENERAL FUND REVENUES

Account/Description	Actual FY 2017-18*	Adopted FY 2018-19*	Estimated FY 2018-19*	Budget FY 2019-20*
110 General Fund				
Revenue Class: 0000 General Revenue				
<u>Taxes</u>				
3111 Secured – Current Year	\$ 9,630,247	\$ 10,193,000	\$ 10,385,000	\$ 11,063,000
3112 Unsecured – Current Year	210,564	181,000	185,000	185,000
3113 Prior Years – Secured & Unsecured	184,000	172,400	172,400	175,800
3114 Other Property Taxes & Assess.	11,291	-	-	-
3115 Asset Liquidation	88,823	200,269	200,269	-
3116 Paramedics	3,732,709	-	-	-
3121 Sales & Use Taxes (from State)	19,235,559	20,700,300	22,223,000	20,378,000
3123 Transient Occupancy	1,786,589	1,790,190	1,795,000	1,805,400
3124 Franchise	1,009,003	1,049,600	1,060,300	1,060,300
3125 Business	1,107,537	1,100,000	1,100,000	1,100,000
3126 Real Property Transfer	579,840	450,000	450,000	400,000
3127 Franchise – Cable TV	585,429	580,000	580,000	580,000
3128 Franchise – Refuse Collection	-	916,300	921,800	957,800
Sub-Total	\$ 38,161,591	\$ 37,333,059	\$ 39,072,769	\$ 37,705,300
<u>Licenses & Permits</u>				
3219 Massage Permits	\$ 7,300	\$ 7,000	\$ 7,000	\$ 7,000
3221 Building Inspection	147,331	220,000	158,020	227,100
3222 Building Plan Check	193,858	250,000	235,520	255,350
3223 Seismic Alloc. Strong Motion Fees	1,231	1,000	1,153	1,729
3224 Public Works	107,555	60,000	110,000	110,000
3225 False Alarm Permits	72,775	69,000	57,600	60,000
3227 Building Stand. Admin Fee	664	500	400	600
3228 Newspaper, Parking, Misc.	54,126	47,000	50,000	55,000
Sub-Total	\$ 584,840	\$ 654,500	\$ 619,693	\$ 716,779
<u>Fines, Forfeits & Penalties</u>				
3311 Vehicle Code - Traffic	\$ 200,838	\$ 178,500	\$ 200,838	215,000
3312 Fines - Other	566,715	375,000	505,000	375,000
3313 Code Enforcement	10,102	8,000	5,000	5,000
3331 Delinquent Service Charge	17,274	10,000	7,000	9,500
3333 False Alarm Police Services	24,435	22,000	10,000	22,000
3335 Returned Check/Debit Charge	550	400	700	400
Sub-Total	\$ 819,914	\$ 593,900	\$ 728,538	\$ 626,900

* Does not include transfers-in

GENERAL FUND REVENUES

Account/Description	Actual FY 2017-18*	Adopted FY 2018-19*	Estimated FY 2018-19*	Budget FY 2019-20*
110 General Fund				
Revenue Class: 0000 General Revenue				
<u>Use of Money & Property</u>				
3411 Interest Earnings	\$ (11,528)	\$ 334,030	\$ 334,030	\$ 334,030
3412 Interest Earnings – Loans	23,496	9,000	23,496	23,496
3415 Interest Earnings – Fiscal Agent	(2,154)	9,000	9,000	9,000
3421 Rental – Golf Course	117,467	345,000	520,000	336,000
3424 Rental – Facilities Reservations	80,511	86,000	86,000	555,300
3427 Rental & Use of Property – Other	568,902	636,442	586,442	604,936
3428 Rental – Civic & Cultural Center	112,973	108,648	109,268	110,427
Sub-Total	\$ 889,667	\$ 1,528,120	\$ 1,668,236	\$ 1,973,189
<u>Revenues from Other Agencies</u>				
3512 Motor Vehicle License Fees	\$ 23,274	\$ 25,000	\$ 25,000	\$ 25,500
3514 Property Tax in Lieu of VLF	3,962,841	4,137,000	4,220,700	4,354,000
3515 Homeowner Subvention	38,045	38,000	38,000	39,000
3539 County Grants - Other	265,526	219,000	281,138	264,000
3541 CASP – City Portion	11,372	25,800	25,800	25,800
3542 Peace Officer Training (POST)	30,886	20,000	20,000	15,000
3549 State Grants - Other	721,779	850,217	850,217	312,600
3569 Federal Grants – Other	236,713	261,644	261,644	117,500
Sub-Total	\$ 5,290,436	\$ 5,576,661	\$ 5,722,499	\$ 5,153,400
<u>Charges for Current Services</u>				
3611 Zoning & Variance	\$ 72,206	\$ 100,000	\$ 113,336	\$ 125,750
3613 Engineering Plan Check	2,441	5,000	-	-
3614 Engineering & Inspection	7,874	55,000	66,350	80,150
3615 Engr. Plan Check & Review	161,320	125,000	196,000	230,700
3618 Fire Plan Check & Review	43,065	60,638	40,811	49,475
3619 Fire Inspection	40,575	44,100	47,040	65,450
361T Technology Fee	-	-	30,000	90,000
3623 Sanitary District Administration	24,388	70,000	70,000	65,000
3627 Olinda Host Fees	1,573,162	1,827,840	1,827,840	1,850,000
3631 Sales of Maps, Publications & Copies	4,883	5,000	7,600	6,400
3633 CASP Admin Fee	702	1,520	1,520	1,520
3634 Special Police Dept. Services	21,324	20,000	20,400	20,000
3635 Police Services to Yorba Linda	492	-	-	-
Sub-Total	\$ 1,952,432	\$ 2,314,098	\$ 2,420,897	\$ 2,584,445

* Does not include transfers-in

GENERAL FUND REVENUES

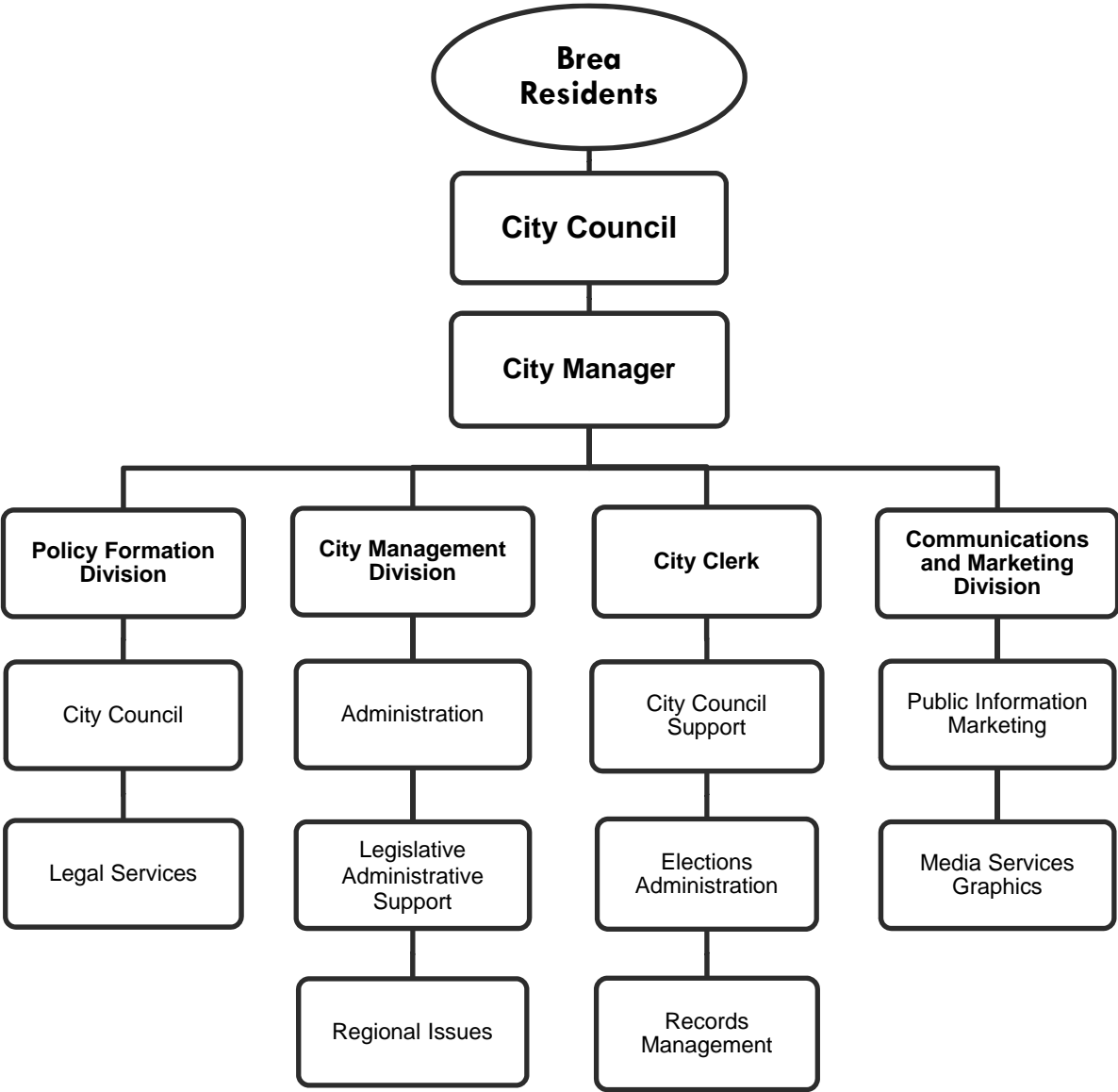
Account/Description	Actual FY 2017-18*	Adopted FY 2018-19*	Estimated FY 2018-19*	Budget FY 2019-20*
110 General Fund				
Revenue Class: 0000 General Revenue				
<u>Charges for Current Services</u>				
3636 Special Fire Department Services	\$ 593,715	\$ 259,379	\$ 244,298	\$ 244,298
3638 Fire Services Permits	1,589	1,000	1,500	1,000
3639 Municipal Services - Other	271,353	236,949	299,881	213,191
3641 Miscellaneous Fees	-	-	-	1,900
3642 Aquatics	204,426	218,500	213,000	220,250
3643 Youth Programming	169,595	163,150	163,150	185,531
3644 Classes	101,241	72,500	87,000	193,500
3645 Nutcracker Boutique	60,463	64,000	68,000	-
3646 Day Camp/Excursions	42,220	139,000	136,200	148,800
3647 Athletics	27,994	97,000	90,850	237,000
3648 Park Income – Ballfield Lights/Rental	74,776	79,000	77,000	79,000
3671 Senior Center	30,919	33,000	34,200	33,700
3672 Family Resource Center	39,910	35,000	40,000	60,000
3673 Transportation	15,624	15,624	15,624	15,624
3675 Babysitting	-	-	-	31,600
3676 Fitness/Wellness	-	-	-	775,000
3694 Theatre - Other	476,570	458,000	460,000	458,500
3695 Gallery Sales	68,195	75,500	74,050	75,500
3696 Brea Fest	47,034	43,000	58,463	-
3698 Special Events	19,402	21,000	21,000	184,000
3699 Cultural Services - Other	15,624	15,624	15,624	15,624
Sub-Total	\$ 2,260,650	\$ 2,027,226	\$ 2,099,840	\$ 3,174,018
<u>Other Income</u>				
3712 Sale of Equipment & Scrap	\$ 17,991	\$ 9,072	\$ 40,500	\$ 8,659
3722 Refunds – Prior Year Expense	38,970	-	10,426	-
3723 Recovery of Overhead	11,463	30,500	41,000	30,500
3724 BAB – IRS Interest Refund	159,964	180,000	180,000	180,000
3725 Recovery – State Mandated Costs	33,072	-	20,900	-
3726 Recovery – Civic Center Operations	-	-	20,528	6,984
3727 Miscellaneous Revenues	140,362	262,527	380,000	129,122
3728 Recovery – Salaries/Wages	934,385	677,290	677,290	887,267
3729 Refunds & Recovery – Other	(5,660)	248,694	248,694	240,200
3741 Contrib. – Non Governmental	-	1,000	-	-
3743 Contrib. – Municipal Enterprises	1,078,000	1,313,800	1,313,800	1,057,250
3744 Contrib. – Senior Services	-	1,700	1,700	1,700
Sub-Total	\$ 2,408,547	\$ 2,724,583	\$ 2,934,838	\$ 2,541,682

GENERAL FUND REVENUES

Account/Description	Actual FY 2017-18*	Adopted FY 2018-19*	Estimated FY 2018-19*	Budget FY 2019-20*
110 General Fund				
Revenue Class: 0000 General Revenue				
<u>Other Income (Continued)</u>				
3749 Contrib. – Other	\$ 10,976	\$ 11,277	\$ 7,177	\$ 30,000
3792 Merchandise	-	-	-	7,500
3793 BCC Café	-	-	-	99,400
Sub-Total	\$ 10,976	\$ 11,277	\$ 7,177	\$ 136,900
Sub-Total by Revenue Class	\$ 52,379,053	\$ 52,763,424	\$ 55,274,487	\$ 54,612,613

Account/Description	Actual FY 2017-18*	Adopted FY 2018-19*	Estimated FY 2018-19*	Budget FY 2019-20*
110 General Fund				
Revenue Class: 4200 Brea Community Center				
<u>Use of Money & Property</u>				
3424 Rental – Facilities Reservation	\$ 456,903	\$ 459,500	\$ 454,000	\$ -
Sub-Total	\$ 456,903	\$ 459,500	\$ 454,000	\$ -
<u>Charges for Current Services</u>				
3641 Miscellaneous Fees	\$ 5,007	\$ 6,900	\$ 6,900	-
3643 Youth Programming	20,912	19,500	19,500	-
3644 Classes	89,885	117,000	90,000	-
3647 Athletics	203,566	140,000	138,400	-
3675 Babysitting	30,176	41,500	41,500	-
3676 Fitness/Wellness	682,916	851,000	740,000	-
3698 Special Events	49,160	41,500	41,500	-
Sub-Total	\$ 1,081,622	\$ 1,217,400	\$ 1,077,800	\$ -
<u>Other Income</u>				
3727 Miscellaneous Revenues	\$ 160	\$ -	\$ 120	\$ -
3792 BCC Sales	7,223	16,400	7,500	-
3793 BCC Cafe	83,242	99,400	99,400	-
Sub-Total	\$ 90,625	\$ 115,800	\$ 107,020	\$ -
Sub-Total by Revenue Class	\$ 1,629,150	\$ 1,792,700	\$ 1,644,320	\$ -
Total Revenues	\$ 54,008,203	\$ 54,556,124	\$ 56,918,807	\$ 54,612,613

* Does not include transfers-in

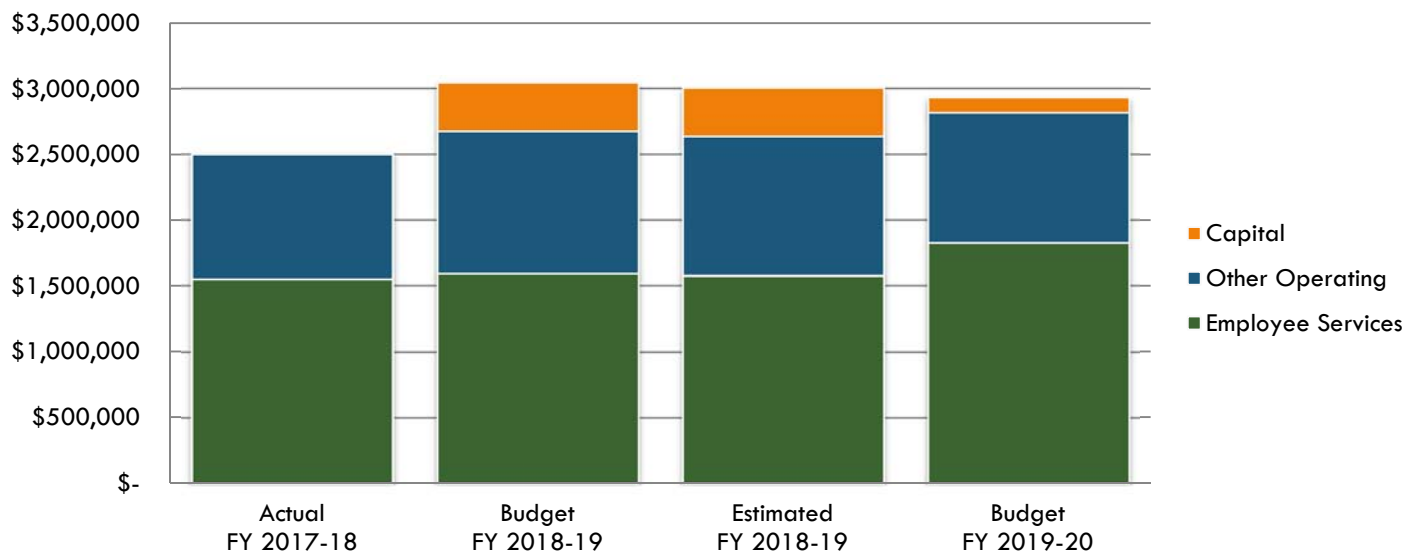


MANAGEMENT SERVICES

Summary of Expenditures

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Full-Time Personnel	13	11	10	N/A
Part-Time Personnel	0	2	2	N/A
Full-Time Equivalents (FTEs)*	N/A	N/A	N/A	11.450
Employee Services	\$ 1,546,762	\$ 1,592,967	\$ 1,574,914	\$ 1,824,488
Other Operating	951,807	1,079,329	1,058,377	990,490
Capital	1,731	374,136	371,136	118,000
Total	\$ 2,500,300	\$ 3,046,432	\$ 3,004,427	\$ 2,932,978
Funding Sources				
General Fund (110)	\$ 2,407,634	\$ 2,944,718	\$ 2,899,111	\$ 2,823,094
Urban Runoff (410)	-	15,500	15,500	15,500
Water Utility (420)	36,388	50,556	54,177	57,276
Sewer Utility (430)	17,246	33,126	33,167	34,275
Sanitation & Street Sweeping (440)	5,301	2,532	2,532	2,833
Successor Agency - Area AB (630)	33,731	-	(60)	-
Total	\$ 2,500,300	\$ 3,046,432	\$ 3,004,427	\$ 2,932,978

* Beginning in FY 2019-20, positions are reflected in Full-Time Equivalents (FTEs)



MANAGEMENT SERVICES

Operational Goals

Management Services consists of the Brea City Council/City Manager's Office, Public Information Communications & Marketing and the City's Clerk's Office. All Brea's Operation Goals fall within the department's purview.

Mission Statement

The hallmark of Management Services is innovative, professional, efficient public service to all internal and external customers. Through dedicated leadership and open communication, with the utmost integrity, Management Services engages stakeholders to work together for the benefit of the Brea community.

Major Organization Function

The City Council/City Manager's Office provides overall policy and administrative direction to the City organization and is responsible for the overall implementation of City Council decisions, and the coordination of efforts through the various City departments. The department is comprised of three divisions. Policy Formation provides general policy direction to the City organization through the City Manager and is also responsible for Legal Services, which provides funding for the retainer and general litigation services to the City Council by the City contract attorney. City Management assists the City Council in the development and formation of policy, goals, and objectives, including the City's Legislative Program.

The City Clerk's Office is responsible for the coordination of efforts between the City Council and City staff. The City Clerk is also the local official who administers democratic processes such as elections, access to City records, and all legislative actions ensuring transparency to the public. The City Clerk acts as a compliance officer for federal, state and local statutes including the Political Reform Act, the Brown Act, and the Public Records Act. The City Clerk manages public inquiries and relationships and arrangements for ceremonial and official functions.

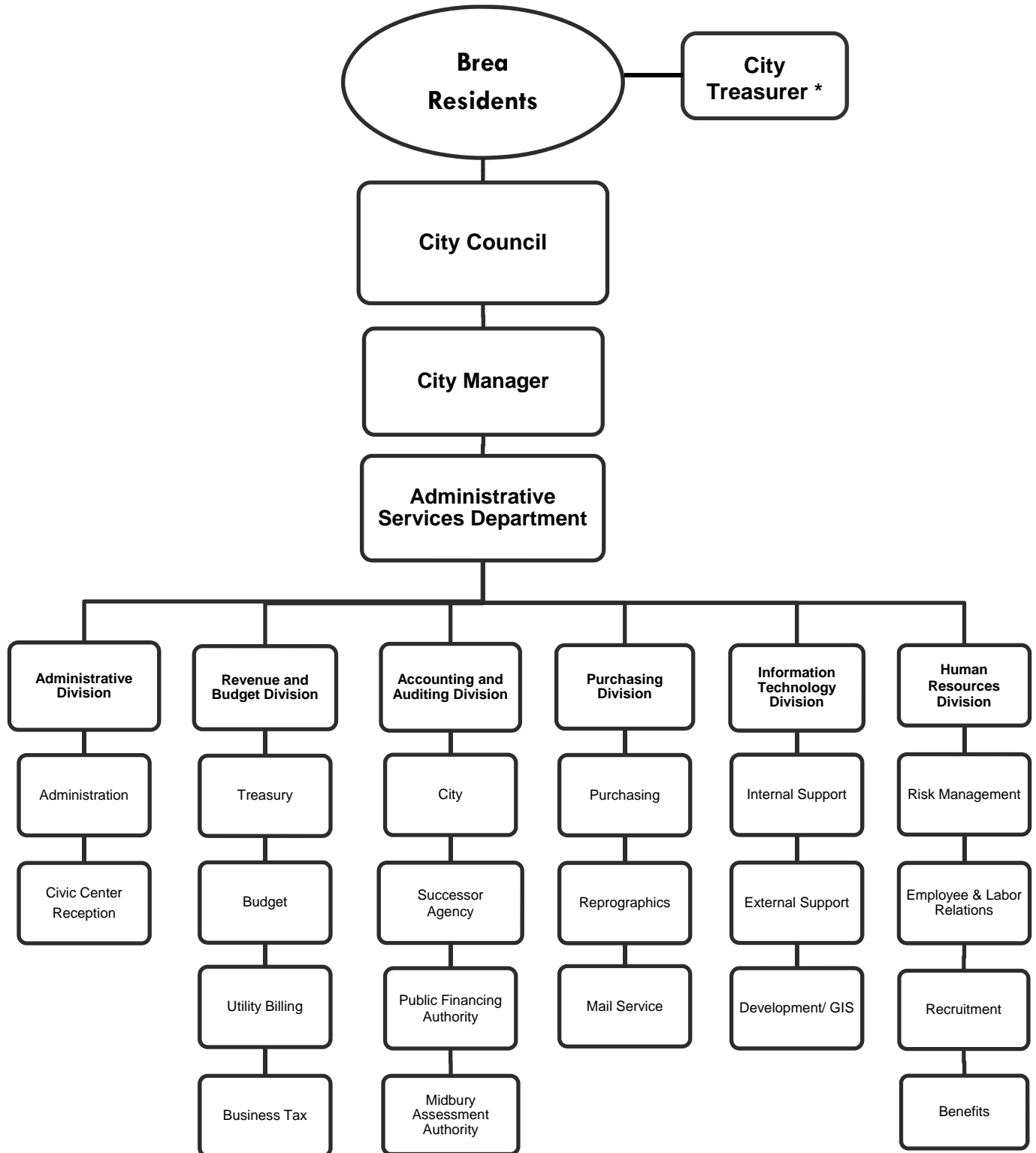
The Public Information/Communications and Marketing Division provides information to the Brea community via various public information, media relations, promotion, as well as routine and emergency public information responsibilities and community outreach and engagement efforts. The primary communication avenues are: the official website (cityofbrea.net), the City newsletter (Brea Line), press releases to local and regional print and electronic media, social media, digital and printed graphics, direct mail, advertising, and broadcasts live and replays of the Brea City Council meetings on Time Warner Cable Channel 3, AT&T U-Verse and web streaming via cityofbrea.net.

Bill Gallardo
City Manager

MANAGEMENT SERVICES

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Policy Formation Division				
Employee Services	\$ 43,491	\$ 44,337	\$ 42,809	\$ 43,945
Other Operating	546,009	522,222	519,447	487,562
Capital	-	-	-	-
Division Total	\$ 589,500	\$ 566,559	\$ 562,256	\$ 531,507
City Management Division				
Employee Services	\$ 432,235	\$ 562,785	\$ 510,567	\$ 734,067
Other Operating	112,860	237,787	225,774	232,883
Capital	-	-	-	-
Division Total	\$ 545,095	\$ 800,572	\$ 736,341	\$ 966,950
City Clerk's Division				
Employee Services	\$ 286,788	\$ 319,965	\$ 327,201	\$ 359,054
Other Operating	68,501	104,702	103,432	69,451
Capital	-	-	-	-
Division Total	\$ 355,289	\$ 424,667	\$ 430,633	\$ 428,505
Communications and Marketing Division				
Employee Services	\$ 784,249	\$ 665,880	\$ 694,337	\$ 687,422
Other Operating	224,436	214,618	209,724	200,594
Capital	1,731	374,136	371,136	118,000
Division Total	\$ 1,010,416	\$ 1,254,634	\$ 1,275,197	\$ 1,006,016
Department Total	\$ 2,500,300	\$ 3,046,432	\$ 3,004,427	\$ 2,932,978

ADMINISTRATIVE SERVICES DEPARTMENT



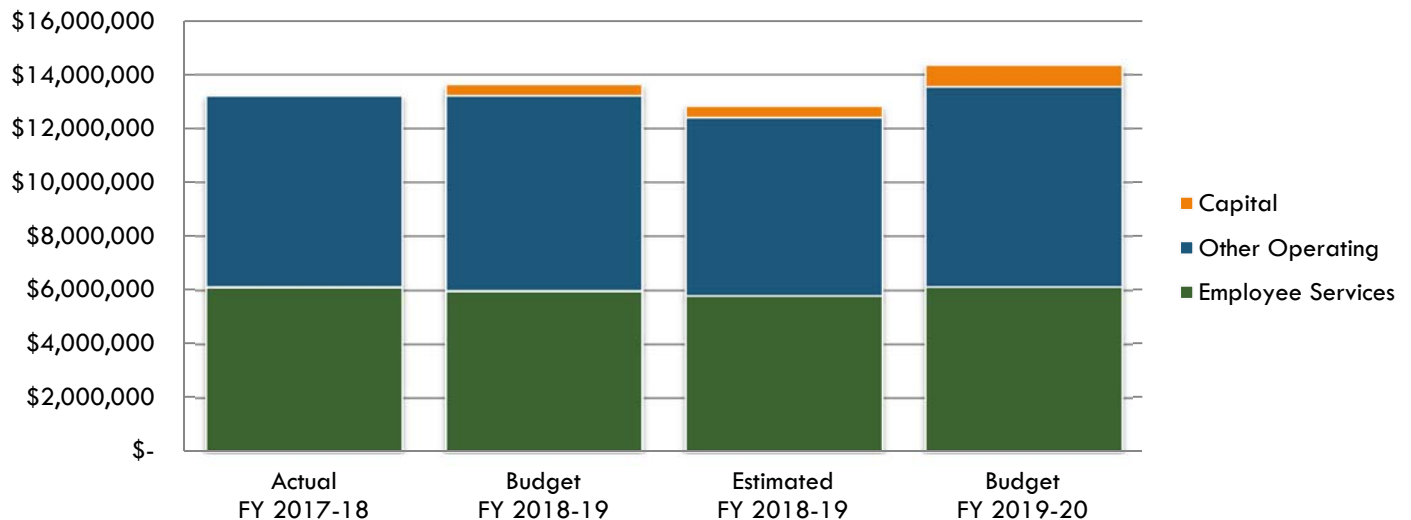
* Elected

ADMINISTRATIVE SERVICES DEPARTMENT

Summary of Expenditures

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Full-Time Personnel	47	44	44	N/A
Part-Time Personnel	7	4	4	N/A
Full-Time Equivalents (FTEs)*	N/A	N/A	N/A	44.400
Employee Services	\$ 6,120,367	\$ 5,979,386	\$ 5,799,995	\$ 6,136,775
Other Operating	7,104,667	7,226,787	6,607,457	7,407,848
Capital	-	430,000	430,000	816,863
Total	\$ 13,225,034	\$ 13,636,173	\$ 12,837,452	\$ 14,361,486
Funding Sources				
General Fund (110)	\$ 2,696,834	\$ 3,172,550	\$ 3,111,436	\$ 3,033,820
Other Post Employment Benefits (150)	-	-	-	881,900
Urban Runoff (410)	13,750	-	-	-
Water Utility (420)	954,155	1,011,788	974,086	1,010,133
Sewer Utility (430)	181,689	174,196	169,199	188,543
Sanitation & Street Sweeping (440)	107,745	112,111	110,120	115,982
IT External Support (460)	1,583,848	1,446,600	1,461,602	1,458,869
Risk Management (470)	3,621,478	3,424,687	2,913,759	3,095,364
IT Internal Support (475)	2,397,748	2,730,180	2,540,160	3,041,566
Equip. & Vehicle Maintenance (480)	2,261	2,450	2,506	2,644
Traffic Impact Fees (540)	81,293	101,961	100,081	83,485
Water Impact Fees (541)	-	15,100	15,100	3,000
Fire Impact Fees (542)	-	8,600	8,600	8,000
Dispatch Impact Fees (543)	-	4,150	4,150	6,500
Successor Agency - Area AB (630)	1,584,233	1,431,800	1,426,653	1,431,680
Total	\$ 13,225,034	\$ 13,636,173	\$ 12,837,452	\$ 14,361,486

* Beginning in FY 2019-20, positions are reflected in Full-Time Equivalents (FTEs)



ADMINISTRATIVE SERVICES DEPARTMENT

Operational Goals

- ◆ Ensure a Safe and Secure Environment
- ◆ Prepare for Natural and Other Catastrophic Emergencies
- ◆ Provide Exemplary Customer Service
- ◆ Protect and Enhance Our Financial Resources
- ◆ Provide Efficient and Supportive Services to Internal Customers
- ◆ Promote Learning and Training Opportunities
- ◆ Increase the Efficiency and Productivity of Our Organization
- ◆ Protect and Enhance our Financial Resources
- ◆ Protect Local Tax Dollars
- ◆ Maintain the City's Investment in Itself
- ◆ Effectively Plan For and Balance Resources and Demands for Services
- ◆ Effectively Utilize Technology

Mission Statement

In the spirit of excellence, the Administrative Services Department is committed to providing the highest level of administrative, financial and information technology services to our customers, both internal and external, utilizing collaborative teamwork that emphasizes honesty, integrity, efficiency and transparency.

Major Organization Function

The Administrative Services Department consists of six divisions: Administration, Revenue and Budget, Accounting and Auditing, Purchasing, Information Technology and Human Resources. The department is responsible for the fiscal affairs of the City and the Brea Public Financing Authority. This includes the handling and investment of cash, procurement of goods and services, disbursement of money, billing of utilities, recording of all transactions, preparation of payroll, preparation and maintenance of the budget and general ledger, and safeguarding the financial assets and financial records of the City. Furthermore, the Administrative Services Department serves as staff liaison to the Finance Committee and the Investment Advisory Committee.

The Administrative Services Department is also responsible for the information technology service needs of the entire City organization as well as the needs of contracted client agencies. This includes staying abreast of current technology trends and maintaining high levels of customer service to both internal and external customers, in support of the Information Technology Division's entrepreneurial base. The division is comprised of the following programs: internal support, application development, external support, and geographic information system support.

The department is also responsible for the management of the City's human resource and risk management functions including the recruitment, testing and selection of candidates for employment and promotion; the administration of the City's position classification plan; compensation insurance programs; employee and labor relations; and training, education and development of existing personnel.

Cindy Russell
Administrative Services Director

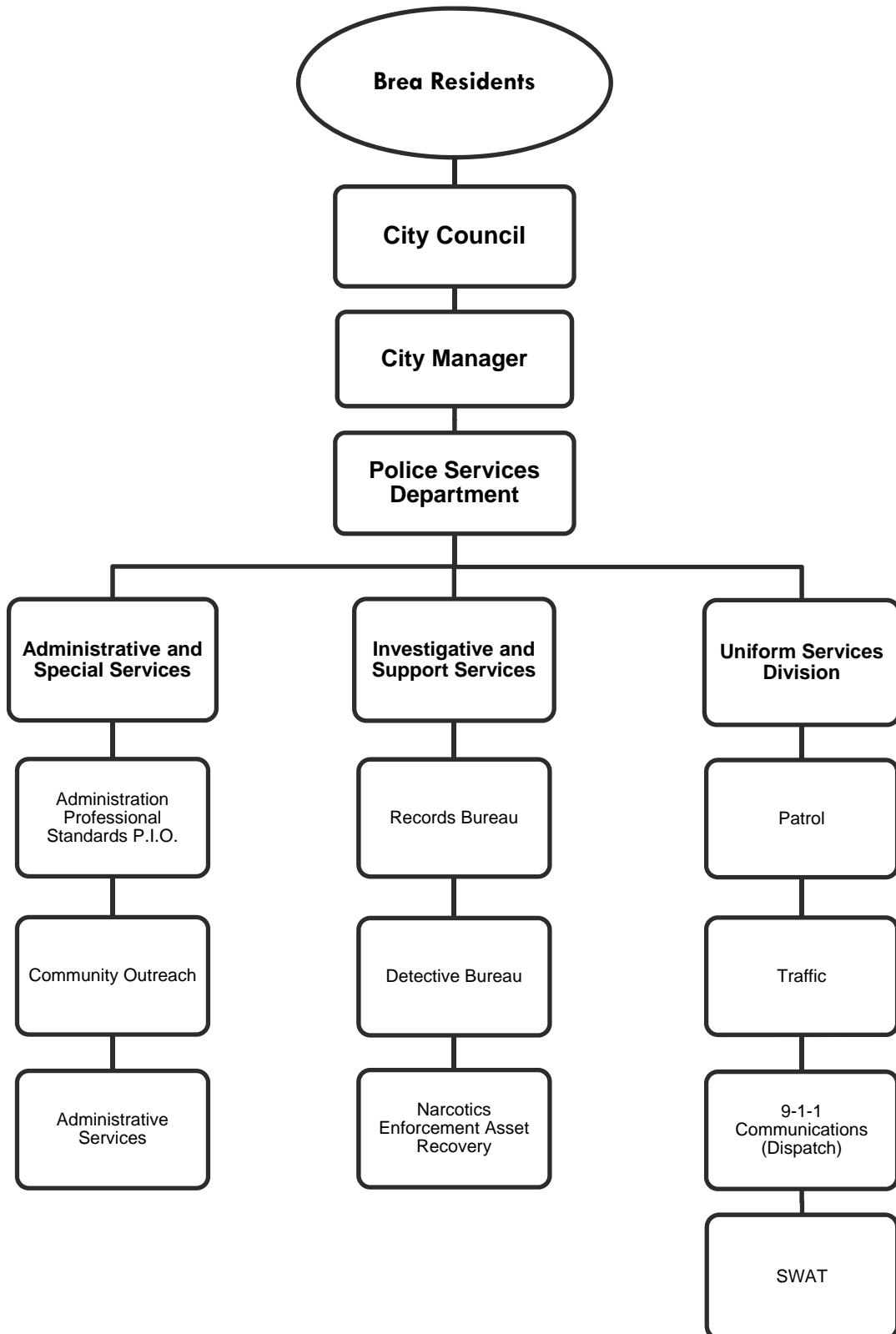
ADMINISTRATIVE SERVICES DEPARTMENT

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Administrative Division				
Employee Services	\$ 145,798	\$ 162,975	\$ 153,836	\$ 169,580
Other Operating	1,578,492	1,558,058	1,567,769	1,544,040
Capital	-	-	-	-
Division Total	\$ 1,724,290	\$ 1,721,033	\$ 1,721,605	\$ 1,713,620
Revenue and Budget Division				
Employee Services	\$ 1,049,636	\$ 1,054,347	\$ 1,019,112	\$ 1,074,642
Other Operating	292,476	408,718	485,384	321,059
Capital	-	60,000	60,000	-
Division Total	\$ 1,342,112	\$ 1,523,065	\$ 1,564,496	\$ 1,395,701
Accounting and Auditing Division				
Employee Services	\$ 618,419	\$ 603,506	\$ 546,910	\$ 713,858
Other Operating	198,492	251,909	247,250	210,999
Capital	-	-	-	-
Division Total	\$ 816,911	\$ 855,415	\$ 794,160	\$ 924,857
Purchasing Division				
Employee Services	\$ 424,040	\$ 436,058	\$ 433,646	\$ 462,313
Other Operating	369,892	445,328	380,286	347,603
Capital	-	-	-	-
Division Total	\$ 793,932	\$ 881,386	\$ 813,932	\$ 809,916
Information Technology Division				
Employee Services	\$ 3,158,763	\$ 2,968,128	\$ 2,904,187	\$ 2,950,885
Other Operating	991,382	1,031,431	916,142	913,101
Capital	-	370,000	370,000	816,863
Division Total	\$ 4,150,145	\$ 4,369,559	\$ 4,190,329	\$ 4,680,849

ADMINISTRATIVE SERVICES DEPARTMENT

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Human Resources Division				
Employee Services	\$ 723,711	\$ 754,372	\$ 742,304	\$ 765,497
Other Operating	3,673,933	3,531,343	3,010,626	4,071,046
Capital	-	-	-	-
Division Total	\$ 4,397,644	\$ 4,285,715	\$ 3,752,930	\$ 4,836,543
Department Total				
	\$ 13,225,034	\$ 13,636,173	\$ 12,837,452	\$ 14,361,486

POLICE SERVICES DEPARTMENT

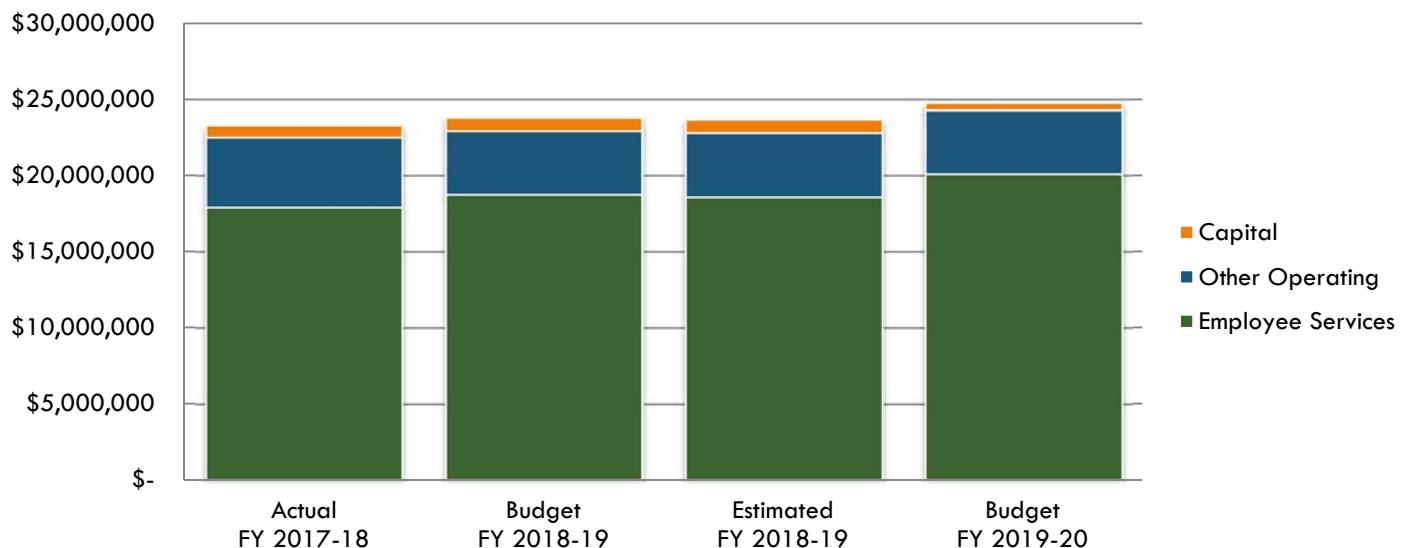


POLICE SERVICES DEPARTMENT

Summary of Expenditures

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Full-Time Personnel	94	91	91	N/A
Part-Time Personnel	16	17	17	N/A
Full-time Equivalents (FTEs)*	N/A	N/A	N/A	100.442
Employee Services	\$ 17,915,327	\$ 18,736,980	\$ 18,573,367	\$ 20,082,984
Other Operating	4,573,802	4,192,871	4,232,304	4,203,664
Capital	818,560	875,197	867,112	471,050
Total	\$ 23,307,689	\$ 23,805,048	\$ 23,672,783	\$ 24,757,698
Funding Sources				
General Fund (110)	\$ 21,535,429	\$ 22,628,373	\$ 22,507,434	\$ 23,699,760
Com. Benefit & Economic Dev. (140)	199,737	293,408	300,546	306,422
Public Safety Augmentation (172)	1,333,419	499,327	498,545	522,170
Narcotics Asset Seizure (231)	35,089	150,900	151,080	68,700
CFD # 08-01(360)	104,244	93,417	109,919	77,222
CFD # 11-01 (361)	99,771	139,623	105,259	62,471
CFD # 11-01 (362)	-	-	-	11,951
CFD # 11-02 (363)	-	-	-	9,002
Total	\$ 23,307,689	\$ 23,805,048	\$ 23,672,783	\$ 24,757,698

* Beginning in FY 2019-20, positions are reflected in Full-Time Equivalents (FTEs)



POLICE SERVICES DEPARTMENT

Operational Goals

- ♦ Maintain Brea's "Family Centered" Community
- ♦ Increase Citizen Sense of "Ownership" of Brea by providing increased opportunities to partner with the police department
- ♦ Support Brea's Youth and Families
- ♦ Ensure a Safe and Secure Environment
- ♦ Provide Exemplary Customer Service
- ♦ Promote Learning and Training Opportunities
- ♦ Increase the Efficiency and Productivity of Our Organization
- ♦ Promote Regional Transportation Improvements
- ♦ Increase the Efficiency and Productivity of Our Organization
- ♦ Protect and Enhance Our Financial Resources
- ♦ Explore Opportunities for Shared Services

Mission Statement

The mission of the Brea Police Department is to preserve and enhance the quality of life in the community by balancing the need for traditional response to calls for service with effective problem solving.

Major Organization Function

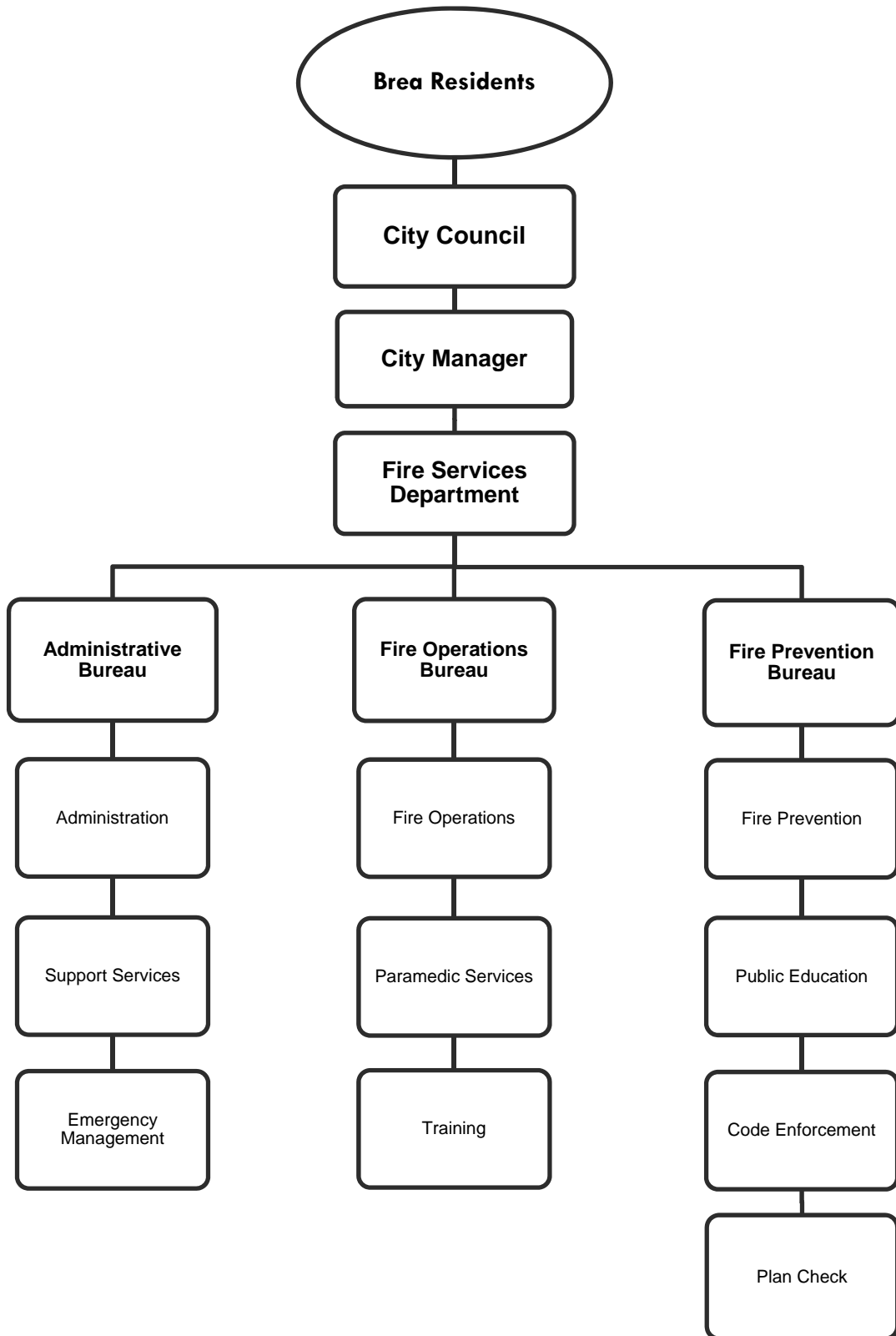
The Brea Police Department provides a full range of services to the City of Brea. The police department provides services to a total residential population of approximately 43,000 and a daylight population of approximately 100,000. The department deploys its personnel in two divisions: Investigative Services and Uniform Services. In conjunction with the police department's policing philosophy, each division will expand the use of crime analysis information to identify crime trends within our communities in an effort to better deploy our resources, apprehend criminals and help predict where crime may occur before it happens. Real time information will also allow us to communicate more effectively with surrounding law enforcement agencies and the community and about public safety issues in their neighborhoods. The department's mission statement serves as a guide toward enhancing public safety within the community of Brea. The department further commits itself to collaborative decision-making, shared organizational values, and individual meaning in the workplace.

John Burks
Chief of Police

POLICE SERVICES DEPARTMENT

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Administrative and Special Services Division				
Employee Services	\$ 2,810,240	\$ 3,241,111	\$ 3,255,673	\$ 3,364,475
Other Operating	723,419	730,167	739,103	688,206
Capital	815,212	469,835	461,435	368,100
Division Total	\$ 4,348,871	\$ 4,441,113	\$ 4,456,211	\$ 4,420,781
Investigative and Support Services Division				
Employee Services	\$ 3,687,485	\$ 4,027,163	\$ 3,922,387	\$ 4,316,913
Other Operating	1,065,870	972,559	1,010,559	991,936
Capital	-	50,000	50,000	-
Division Total	\$ 4,753,355	\$ 5,049,722	\$ 4,982,946	\$ 5,308,849
Uniform Services Division				
Employee Services	\$ 11,417,602	\$ 11,468,706	\$ 11,395,307	\$ 12,401,596
Other Operating	2,784,513	2,490,145	2,482,642	2,523,522
Capital	3,348	355,362	355,677	102,950
Division Total	\$ 14,205,463	\$ 14,314,213	\$ 14,233,626	\$ 15,028,068
Department Total	\$ 23,307,689	\$ 23,805,048	\$ 23,672,783	\$ 24,757,698

FIRE SERVICES DEPARTMENT

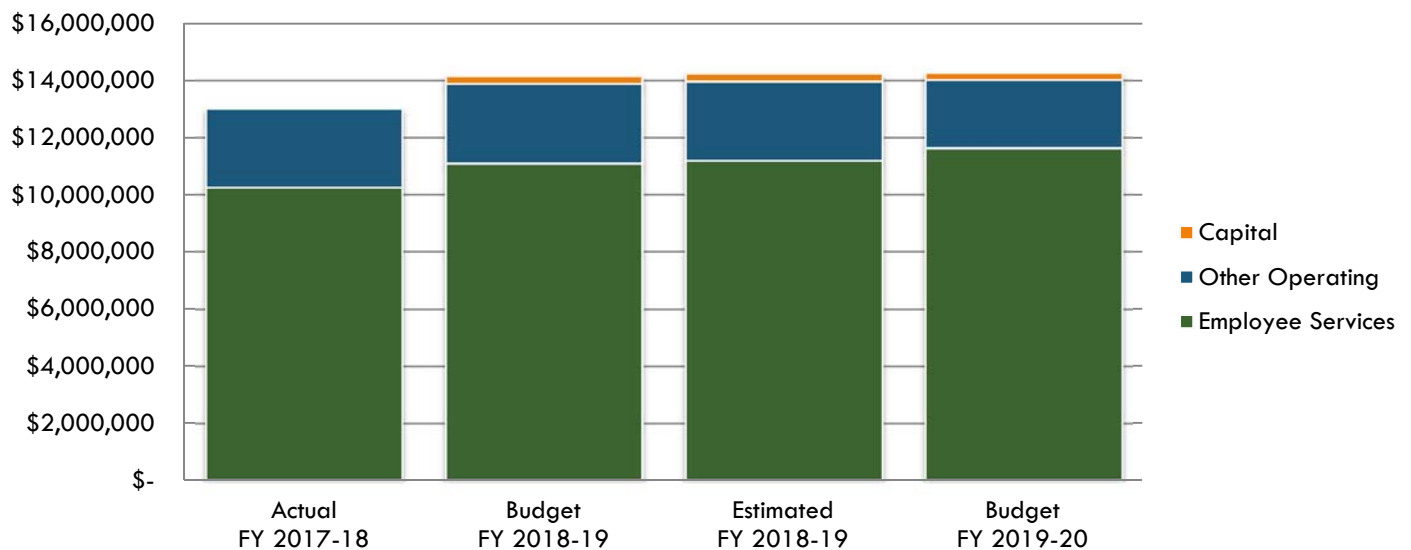


FIRE SERVICES DEPARTMENT

Summary of Expenditures

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Full-Time Personnel	52	54	54	N/A
Part-Time Personnel	0	0	0	N/A
Full-Time Equivalents (FTEs)*	N/A	N/A	N/A	55.000
Employee Services	\$ 10,253,568	\$ 11,086,770	\$ 11,195,304	\$ 11,630,302
Other Operating	2,752,801	2,795,234	2,766,581	2,391,532
Capital	-	279,545	280,045	245,500
Total	\$ 13,006,369	\$ 14,161,549	\$ 14,241,930	\$ 14,267,334
Funding Sources				
General Fund (110)	\$ 12,175,665	\$ 7,488,790	\$ 7,432,832	\$ 7,639,972
Public Safety Augmentation (172)	-	279,845	279,545	150,300
Paramedic Services (174)	-	5,652,556	5,767,720	5,626,274
CFD # 08-01(360)	614,133	548,930	565,175	438,777
CFD # 11-01 (361)	174,681	139,046	143,266	248,543
CFD #13-01 (362)	41,890	32,382	33,392	31,946
CFD #13-02 (363)	-	-	-	36,522
Fire Impact Fees (542)	-	20,000	20,000	95,000
Total	\$ 13,006,369	\$ 14,161,549	\$ 14,241,930	\$ 14,267,334

* Beginning in FY 2019-20, positions are reflected in Full-Time Equivalents (FTEs)



FIRE SERVICES DEPARTMENT

Operational Goals

- ♦ Maintain Brea's "Family Centered" Community
- ♦ Ensure a Safe and Secure Environment
- ♦ Prepare for Natural And Other Catastrophic Emergencies
- ♦ Protect and Enhance Our Financial Resources
- ♦ Manage the Future of Brea's Sphere of Influence
- ♦ Maintain the City's Investment in Itself
- ♦ Promote Regional Transportation Improvements

Mission Statement

In the spirit of excellence, we protect life, property, and the environment through preparedness, prevention, education and prompt emergency response to the community.

Major Organization Function

The primary mission of the Brea Fire Department is the delivery of life saving services and consists of three divisions: Administration, Fire Operations (which includes Training) and Fire Prevention. The department provides 24-hour emergency response to a wide variety of critical situations, including fires, explosions, hazardous material incidents, medical emergencies, accidents and miscellaneous public assistance requests. The department operates an active Fire Prevention Program which provides for fire inspections, fire code enforcement, plan checks, public education and business emergency planning in accordance with the California Code of Regulations. In addition, the department is responsible for the City's Emergency Management program including the oversight of the Emergency Operations Center (EOC).

The Fire Department's emphasis during the next fiscal year will be to provide the best internal and external customer service possible. We will do this through a well-trained and well-equipped workforce, providing our members the support necessary to carry out the mission of the Department.

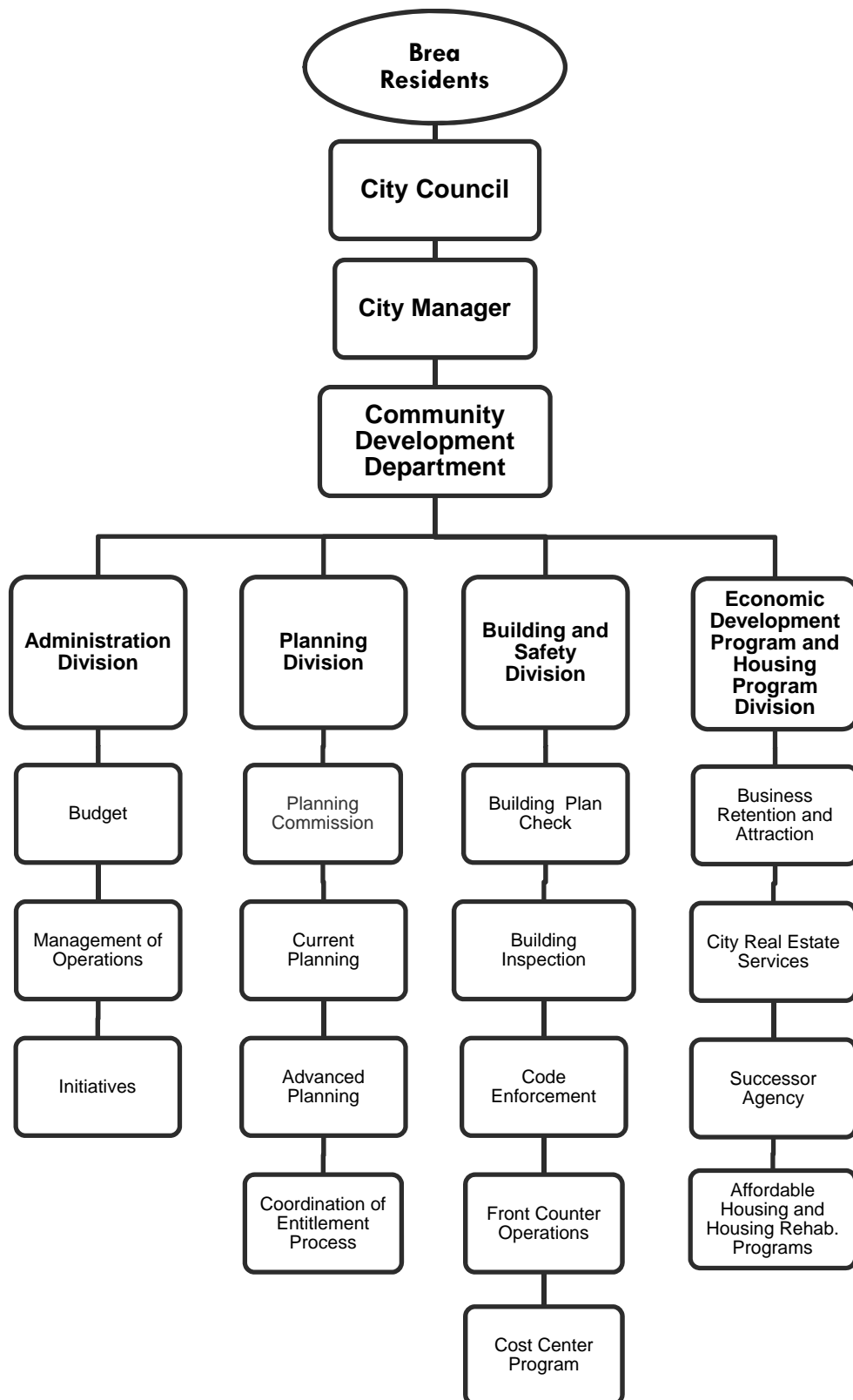
We will continue to fine-tune the Command Staff Merger, ensuring we have the operational policies and practices in place to provide the safest, most effective, and most cost efficient service possible. This effort includes active participation as part of the City's team addressing development and growth issues.

Adam Loeser
Fire Chief

FIRE SERVICES DEPARTMENT

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Administrative Division				
Employee Services	\$ 681,963	\$ 526,241	\$ 409,987	\$ 647,936
Other Operating	943,702	902,579	897,911	703,098
Capital	-	-	-	-
Division Total	\$ 1,625,665	\$ 1,428,820	\$ 1,307,898	\$ 1,351,034
Fire Operations and Paramedic Division				
Employee Services	\$ 8,937,658	\$ 9,769,699	\$ 9,974,155	\$ 10,113,663
Other Operating	1,691,437	1,742,745	1,731,060	1,524,914
Capital	-	279,545	280,045	245,500
Division Total	\$ 10,629,095	\$ 11,791,989	\$ 11,985,260	\$ 11,884,077
Fire Prevention Division				
Employee Services	\$ 633,947	\$ 790,830	\$ 811,162	\$ 868,703
Other Operating	117,662	149,910	137,610	163,520
Capital	-	-	-	-
Division Total	\$ 751,609	\$ 940,740	\$ 948,772	\$ 1,032,223
Department Total	\$ 13,006,369	\$ 14,161,549	\$ 14,241,930	\$ 14,267,334

COMMUNITY DEVELOPMENT DEPARTMENT

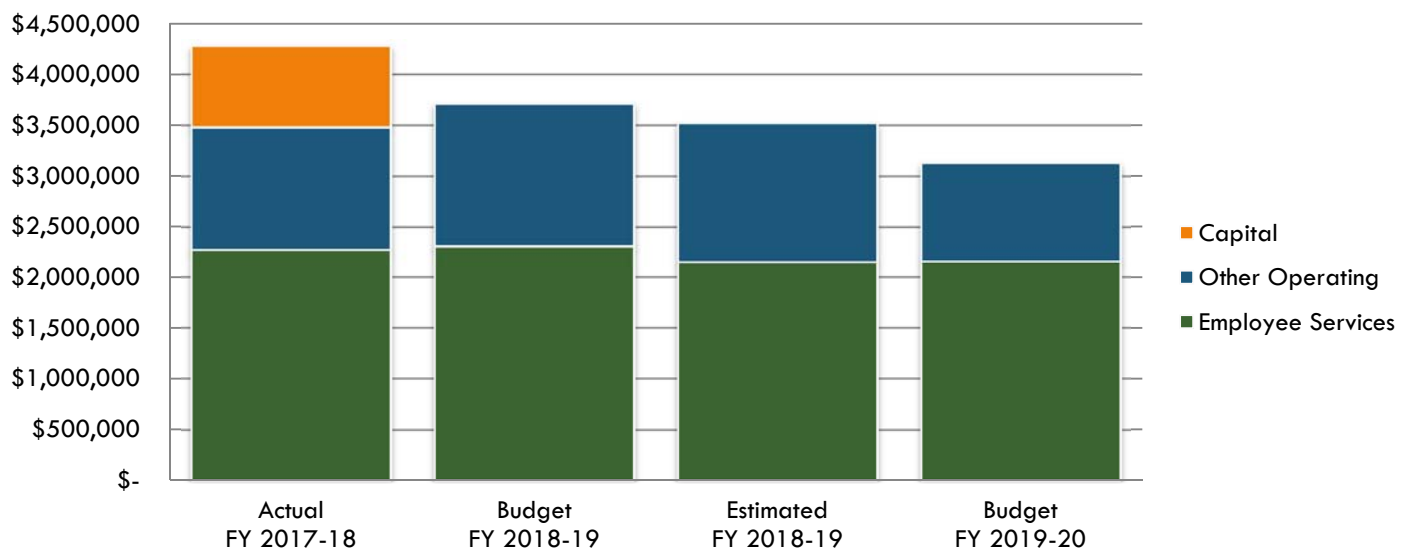


COMMUNITY DEVELOPMENT DEPARTMENT

Summary of Expenditures

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Full-Time Personnel	20	17	17	N/A
Part-Time Personnel	3	3	3	N/A
Full-Time Equivalents (FTEs)*	N/A	N/A	N/A	18.921
Employee Services	\$ 2,276,593	\$ 2,311,919	\$ 2,158,251	\$ 2,164,313
Other Operating	1,203,323	1,399,493	1,362,508	962,726
Capital	800,000	-	-	-
Total	\$ 4,279,916	\$ 3,711,412	\$ 3,520,759	\$ 3,127,039
Funding Sources				
General Fund (110)	\$ 2,918,972	\$ 3,103,177	\$ 2,961,318	\$ 2,634,853
Affordable Housing Trust (270)	50,000	-	-	38,046
Housing Programs & Services (280)	1,078,802	285,877	261,271	264,140
Comm. Dev. Block Grant (290)	222,215	307,448	283,260	190,000
Successor Agency – Area AB (630)	9,927	14,910	14,910	-
Total	\$ 4,279,916	\$ 3,711,412	\$ 3,520,759	\$ 3,127,039

* Beginning in FY 2019-20, positions are reflected in Full-Time Equivalents (FTEs)



COMMUNITY DEVELOPMENT DEPARTMENT

Operational Goals

- ♦ Maintain Brea's "Family-Centered" Community
- ♦ Increase Citizen Sense of "Ownership" of Brea and a Civic Culture of Community Engagement
- ♦ Reduce Barriers for Disabled Individuals
- ♦ Provide Exemplary Customer Services
- ♦ Provide Efficient and Supportive Internal Services to Internal Customers
- ♦ Increase the Efficiency and Productivity of Organization
- ♦ Maintain the City's Investment in Itself
- ♦ Preservation of Open Space
- ♦ Pursue and Promote Land Use Planning Opportunities and Economic Development
- ♦ Promote Workforce Housing
- ♦ Continue Improving Neighborhoods
- ♦ Promote Effective Land Use Policies for Workforce Housing

Mission Statement

The mission of the Community Development Department is to aspire to high standards of integrity, character and leadership in our work ethic; Communicate openly and honestly in a partnership with internal and external customers; Respect the interests of property owners, residents and businesses; Ensure that the design sustainability, construction, and long term quality of projects meet community expectations for excellence; Monitor and implement the long-term interest of our community.

Major Organization Function

The Community Development Department serves the Brea community through comprehensive planning, building plan review and development inspections, housing programs and economic development activities. The team strives to provide the highest level of customer care through efficient and effective operations. A multi-disciplinary team is used to approach challenges and opportunities to preserve and enhance the quality of life for all Breans.

Community Development's responsibilities include: monitoring long-range and regional planning issues of importance to Brea; issuing planning and building permits, performing building inspections; collecting development fees, preserving property standards, implementing affordable housing programs, conducting code enforcement, providing business development services and managing the City's real estate. The department also supports other City departments seeking land use, construction, housing and project management expertise. Furthermore, Community Development serves as staff liaison to the Planning Commission.

The functions of the department are historically handled through four divisions: Administration, Planning, Building and Safety, and Economic Development. Through these divisions, the department supports the City's Operational Goals as previously highlighted. The department continues to consider its historic

COMMUNITY DEVELOPMENT DEPARTMENT

service delivery within staff resources and division structure with closer assignment of Administration, Planning and Economic Development functions.

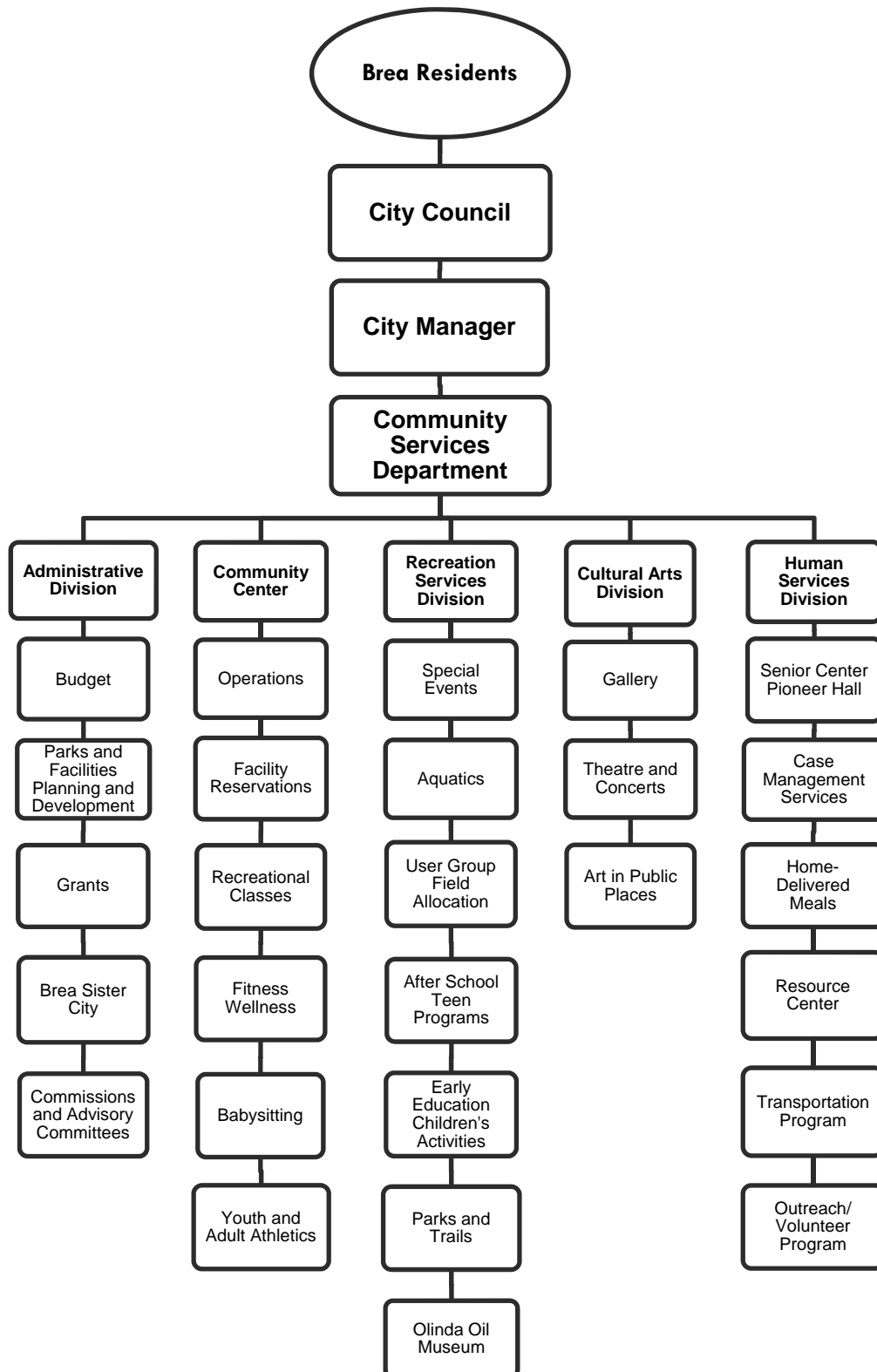
We are dedicated to continue providing exceptional services Breans receive from their contact with the Community Development Department.

David Crabtree
Community Development Director

COMMUNITY DEVELOPMENT DEPARTMENT

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Administrative Division				
Employee Services	\$ 523,638	\$ 514,150	\$ 470,362	\$ 269,559
Other Operating	114,167	122,288	120,206	106,818
Capital	-	-	-	-
Division Total	\$ 637,805	\$ 636,438	\$ 590,568	\$ 376,377
Planning Division				
Employee Services	\$ 702,491	\$ 767,117	\$ 699,823	\$ 790,012
Other Operating	312,522	513,930	514,949	162,272
Capital	-	-	-	-
Division Total	\$ 1,015,013	\$ 1,281,047	\$ 1,214,772	\$ 952,284
Building and Safety Division				
Employee Services	\$ 720,865	\$ 828,461	\$ 816,169	\$ 904,283
Other Operating	306,583	235,380	223,170	264,107
Capital	-	-	-	-
Division Total	\$ 1,027,448	\$ 1,063,841	\$ 1,039,339	\$ 1,168,390
Economic Development Division				
Employee Services	\$ 329,599	\$ 202,191	\$ 171,897	\$ 200,459
Other Operating	470,051	527,895	504,183	429,529
Capital	800,000	-	-	-
Division Total	\$ 1,599,650	\$ 730,086	\$ 676,080	\$ 629,988
Department Total	\$ 4,279,916	\$ 3,711,412	\$ 3,520,759	\$ 3,127,039

COMMUNITY SERVICES DEPARTMENT

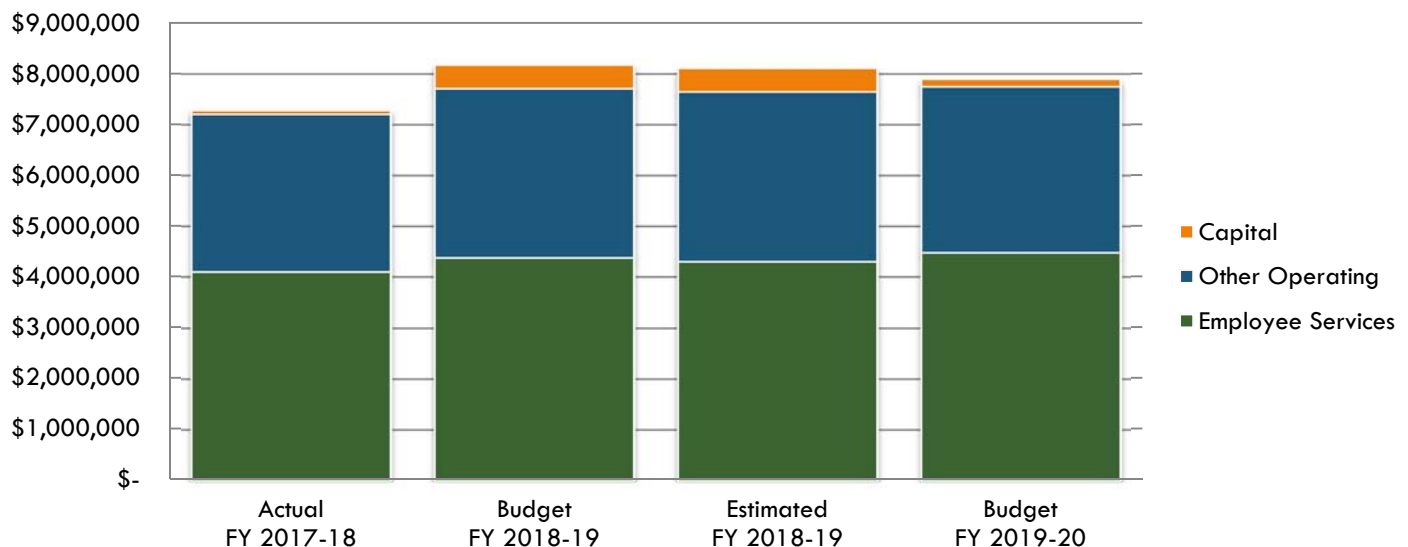


COMMUNITY SERVICES DEPARTMENT

Summary of Expenditures

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Full-Time Personnel	25	25	25	N/A
Part-Time Personnel	56	54	54	N/A
Full-Time Equivalents (FTEs)*	N/A	N/A	N/A	66.652
Employee Services	\$ 4,100,926	\$ 4,377,966	\$ 4,302,093	\$ 4,477,614
Other Operating	3,100,864	3,330,123	3,345,326	3,266,757
Capital	\$82,520	465,108	465,108	153,500
Total	\$ 7,284,310	\$ 8,173,197	\$ 8,112,527	\$ 7,897,871
Funding Sources				
General Fund (110)	\$ 7,231,913	\$ 7,797,247	\$ 7,736,577	\$ 7,709,671
War Memorial (130)	2,977	8,700	8,700	34,700
Community Center Replacement (181)	49,420	367,250	367,250	153,500
Total	\$ 7,284,310	\$ 8,173,197	\$ 8,112,527	\$ 7,897,871

* Beginning in FY 2019-20, positions are reflected in Full-Time Equivalents (FTEs)



COMMUNITY SERVICES DEPARTMENT

Operational Goals

- ♦ Maintain Brea's "Family Centered" Community
- ♦ Support Efforts in Remembering Brea's Past
- ♦ Increase Citizen Sense of "Ownership" of Brea
- ♦ Support Brea's Youth and Families
- ♦ Develop and Implement Programs, Services and Activities to Address the Changing Issues of Seniors
- ♦ Reduce Barriers for Disabled Individuals
- ♦ Encourage Public Art and Cultural Experiences in Brea
- ♦ Provide and Enhance our Financial Resources
- ♦ Effectively Plan for and Balance Resources and Demands for Service
- ♦ Preservation of Open Space
- ♦ Promote Regional Transportation Improvements
- ♦ Promote Collaborative Relationships with the Brea Olinda Unified School District

Mission Statement

Community Services is committed to delivering exceptional service with integrity, offering innovative programs and diverse cultural experiences, and fostering relationships that contribute to a strong sense of community.

Major Organization Function

The Community Services Department creates community in the City of Brea through people, parks, and programs. It plays an important role in creating a healthy community through diverse and innovative recreation, special interests, cultural arts, human services, and senior programming. The Community Services Department provides space to learn and play, space to be safe and secure, and space to create and imagine.

The Community Services Department also provides space to:

- ♦ Foster human development, providing programs, services, and activities for all ages
- ♦ Increase cultural opportunities through the arts
- ♦ Promote health and wellness
- ♦ Provide recreational experiences
- ♦ Strengthen community image and sense of place
- ♦ Support economic development
- ♦ Strengthen safety and security
- ♦ Protect environmental resources
- ♦ Facilitate community problem solving

COMMUNITY SERVICES DEPARTMENT

The Community Services Department provides essential community benefits including:

- ♦ Healthier residents
- ♦ A greater sense of well-being in the community
- ♦ Safer neighborhoods
- ♦ A higher quality of life and the “Brea dividend”
- ♦ Increased property values
- ♦ Cultural expression and unity
- ♦ Partnerships with non-profits to provide a variety of services to residents

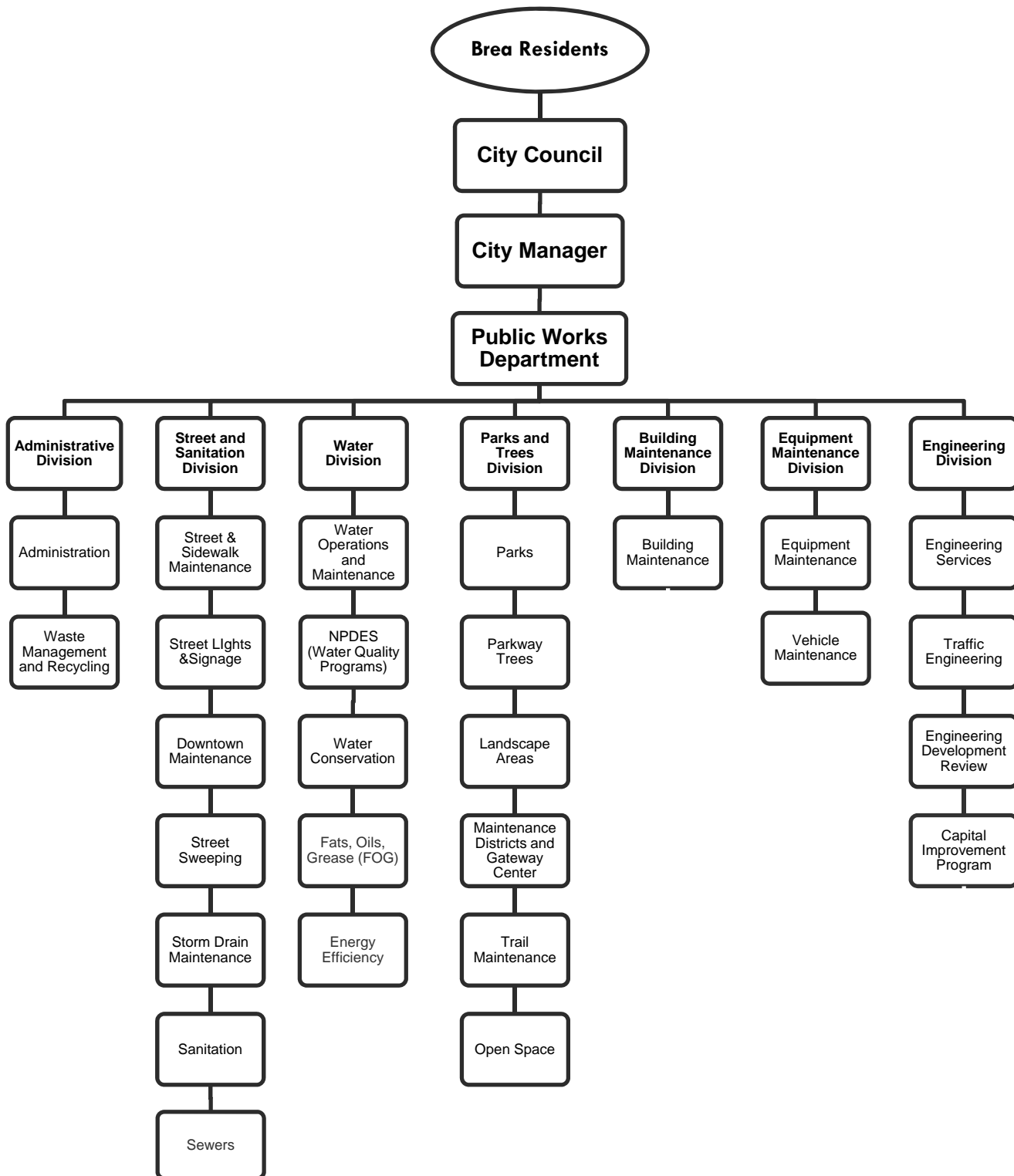
The functions of the Community Services Department are assigned to five major areas: Administrative Division, Community Center, Recreation Services Division, Cultural Arts Division, and Human Services Division. In addition, Community Services is charged with the design and development of new facilities and parks, and other recreational elements within the community. The Department serves as the staff liaison to the Parks, Recreation and Human Services Commission, the Cultural Arts Commission, the Senior Center Leadership Council, the Olinda Oil Museum and Trail Task Force, the Student Advisory Board, and the Art in Public Places Committee. Through its five major areas and work with its Commissions, Boards, and Council, the Community Services Department supports all of the City’s Operational Goals.

Chris Emeterio
Assistant City Manager/Community Services Director

COMMUNITY SERVICES DEPARTMENT

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Administrative Division				
Employee Services	\$ 475,145	\$ 572,938	\$ 540,767	\$ 539,521
Other Operating	192,038	332,430	327,693	181,024
Capital	-	-	-	-
Division Total	\$ 667,183	\$ 905,368	\$ 868,460	\$ 720,545
Community Center				
Employee Services	\$ 1,310,713	\$ 1,345,487	\$ 1,309,586	\$ 1,300,214
Other Operating	1,468,230	1,397,067	1,415,867	1,455,686
Capital	-	367,250	367,250	153,500
Division Total	\$ 2,778,943	\$ 3,109,804	\$ 3,092,703	\$ 2,909,400
Recreation Services Division				
Employee Services	\$ 1,107,677	\$ 1,160,625	\$ 1,171,290	\$ 1,252,045
Other Operating	467,173	479,483	479,579	561,972
Capital	-	-	-	-
Division Total	\$ 1,574,850	\$ 1,640,108	\$ 1,650,869	\$ 1,814,017
Arts and Human Services Division				
Employee Services	\$ 1,207,391	\$ 1,298,916	\$ 1,280,450	\$ 1,385,834
Other Operating	973,423	1,121,143	1,122,187	1,068,075
Capital	82,520	97,858	97,858	-
Division Total	\$ 2,263,334	\$ 2,517,917	\$ 2,500,495	\$ 2,453,909
Department Total	\$ 7,284,310	\$ 8,173,197	\$ 8,112,527	\$ 7,897,871

PUBLIC WORKS DEPARTMENT

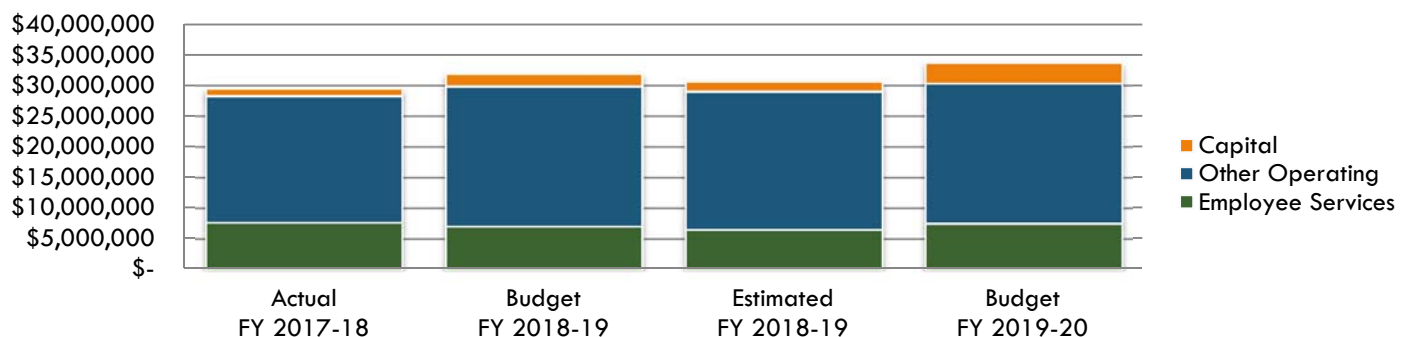


PUBLIC WORKS DEPARTMENT

Summary of Expenditures

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Full-Time Personnel	58	57	57	N/A
Part-Time Personnel	21	24	24	N/A
Full-Time Equivalents (FTEs)*	N/A	N/A	N/A	69,655
Employee Services	\$ 7,666,369	\$ 7,004,555	\$ 6,493,418	\$ 7,472,792
Other Operating	20,599,754	22,822,216	22,511,770	22,833,034
Capital	1,233,825	2,116,903	1,610,228	3,387,161
Total	\$ 29,499,948	\$ 31,943,674	\$ 30,615,416	\$ 33,692,987
Funding Sources				
General Fund (110)	\$ 5,179,903	\$ 5,763,512	\$ 5,424,866	\$ 8,132,163
Measure M (260)	21,113	88,745	36,011	39,903
Landscape & Lighting Dist. #1 (341)	62,171	59,533	59,420	55,074
Lighting District #2 (342)	5,743	5,567	5,489	6,686
Landscape & Lighting Dist. #3 (343)	106,730	144,202	112,359	88,279
Lighting District #4 (344)	2,530	2,094	2,110	2,479
Landscape & Lighting Dist. #5 (345)	95,698	98,678	106,228	131,943
Landscape & Lighting Dist. #6 (346)	202,579	206,034	208,009	209,061
Landscape & Lighting Dist. #7 (347)	28,332	29,549	31,311	30,838
CFD # 08-01(360)	236,280	285,870	283,671	319,365
CFD # 11-01 (361)	1,704	7,429	4,895	13,415
Urban Runoff (410)	366,355	396,288	392,183	337,913
Water Utility (420)	14,543,417	14,970,298	14,697,502	15,050,786
Sewer Utility (430)	1,064,245	1,203,206	1,138,702	1,157,326
Sanitation & Street Sweeping (440)	3,091,292	3,185,858	3,252,805	3,258,680
Equipment & Vehicle Maint. (480)	1,918,490	2,951,373	2,428,527	2,263,120
Building Occupancy (490)	2,573,366	2,520,438	2,431,328	2,570,956
Traffic Impact Fees (540)	-	25,000	-	25,000
Total	\$ 29,499,948	\$ 31,943,674	\$ 30,615,416	\$ 33,692,987

* Beginning in FY 2019-20, positions are reflected in Full-Time Equivalents (FTEs)



PUBLIC WORKS DEPARTMENT

Operational Goals

- ♦ Maintain Brea's "Family-Centered" Community
- ♦ Provide Exemplary Customer Services
- ♦ Support Efforts in Remembering Brea's Past
- ♦ Reduce Barriers for Disabled Individuals
- ♦ Ensure a Safe and Secure Environment
- ♦ Prepare for Natural and Other Catastrophic Emergencies
- ♦ Promote "Urban Forestry"
- ♦ Improve Water Management Capabilities
- ♦ Provide Urban Storm Water Quality, Management and Planning
- ♦ Promote Recycling and Other Efforts to Minimize Solid Waste
- ♦ Provide Efficient and Supportive Internal Services to Internal Customers
- ♦ Promote Learning and Training Opportunities
- ♦ Increase the Efficiency and Productivity of our Organization
- ♦ Maintain the City's Investment in Itself
- ♦ Effectively Plan for and Balance Resources and Demands for Services
- ♦ Preservation of Open Space
- ♦ Promote Regional Transportation Improvements
- ♦ Promote Collaborative Relationships with the Brea Olinda School District
- ♦ Promote Green Efforts and Encourage Energy Conservation within the Organization and throughout the Community

Mission Statement

Proudly Serving Our City with Pride and Integrity.

Major Organization Function

The Public Works Department provides a wide range of services to the community. Services include identification of infrastructure needs, design and construction of new capital facilities, efficient use of resources for maintenance and repair services to the community as well as to internal customers, management of the transportation infrastructure and operations, and support of a variety of community activities throughout the year.

The department utilizes a multi-disciplinary approach combining City staff and outside contractors to provide the most cost effective and productive services to the community. The Public Works Department consists of seven divisions, each with its own specific area of responsibility and duties.

The Administration Division is responsible for the overall operation of the department. Other areas of focus are AB 939, AB 341 & AB 1826 (the diversion of solid and organic waste sent to the landfill and

PUBLIC WORKS DEPARTMENT

the City's recycling efforts). In addition, the division updates and monitors all contract services and handles budgetary and policy issues.

The Water Division is responsible for maintaining the City's potable water system of 197 miles of water lines and seven reservoirs, ensuring the safe and effective delivery of water to the City's 13,702 residential and commercial customers. The division's work includes backflow prevention and responding to various other water quality issues. The division also coordinates with the Sanitation Division to manage the National Pollutant Discharge Elimination System (NPDES) and Fats, Oils & Greases (FOG) programs. The work provided through this division helps the City meet its public health responsibilities. Most recently, the Division has taken over responsibility for Energy Efficiency programs which raise awareness and encourage participation in energy reducing opportunities for the City, its residents, and businesses.

The Street, Sanitation and Sewer Divisions are responsible for maintaining City streets, sidewalks, traffic signals, streetlights, roadway signs, street sweeping, sewer and storm drain systems. The proper maintenance of these important City infrastructure components is a significant part of the City's public safety responsibility. This division is also responsible for providing services to maintain compliance with State required NPDES storm water regulations.

The Parks Division is made up of five sub-divisions: Parkway Trees, Landscaping, Parks, Sports Park and the seven Landscape & Lighting Maintenance Districts. This encompasses maintaining all of the City's parks, landscaped medians, parkways, city-owned trees, and landscaping at City facilities. The division provides various types of maintenance in heavily used City parks and public areas, addressing public health and safety concerns. Parks division responsibilities have grown to include Wildcatters Park, the Wildcatters Dog Park, Open Space and the Tracks at Brea trail system. The day-to-day operations and customer service for the Maintenance Districts are managed by this division.

The Equipment Maintenance Division performs maintenance and repairs on all City vehicles and equipment, from lawn mowers to fire engines. City vehicles require a significant amount of maintenance to ensure they are appropriately equipped and prepared to function properly when needed.

The Building Maintenance Division is responsible for the maintenance of all City buildings and facilities including the Civic and Cultural Center, four fire stations, the Community Center, the Senior Center, the Brea Downtown, Olinda Historic Park buildings, Scout Center, Pioneer Hall, Brea Historic Museum, Brea Plunge, City Service Center ("Yard,") and three Downtown Parking Structures. This division is tasked with ensuring that public buildings are well maintained and safe for the various types of public uses they serve.

The Engineering Division is responsible for ensuring adequate infrastructure, issuing public works permits, performing public works inspections, and administering both the City's Transportation Program and the Capital Improvement Program. The division also provides support to other City departments seeking construction and project management expertise.

The Public Works Department is committed to maintaining the highest level of quality in City facilities, landscaping, and development of new infrastructure for the residents and business in Brea

Tony Olmos
Public Works Director

PUBLIC WORKS DEPARTMENT

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Administrative Division				
Employee Services	\$ 158,634	\$ 161,131	\$ 160,056	\$ 169,108
Other Operating	534,701	561,767	525,356	524,191
Capital	513,652	528,639	528,639	2,642,011
Division Total	\$ 1,206,987	\$ 1,251,537	\$ 1,214,051	\$ 3,335,310
Street and Sanitation Division				
Employee Services	\$ 1,951,815	\$ 1,814,728	\$ 1,636,529	\$ 1,820,991
Other Operating	4,098,210	4,678,828	4,788,685	4,688,496
Capital	-	-	-	-
Division Total	\$ 6,050,025	\$ 6,493,556	\$ 6,425,214	\$ 6,509,487
Water Division				
Employee Services	\$ 2,576,125	\$ 1,735,180	\$ 1,689,793	\$ 1,832,628
Other Operating	12,106,907	13,450,861	13,190,247	13,391,676
Capital	200,327	120,000	120,000	120,000
Division Total	\$ 14,883,359	\$ 15,306,041	\$ 15,000,040	\$ 15,344,304
Parks and Trees Division				
Employee Services	\$ 1,175,115	\$ 1,323,914	\$ 1,190,424	\$ 1,495,655
Other Operating	938,961	1,215,362	1,208,024	1,253,236
Capital	-	-	-	-
Division Total	\$ 2,114,076	\$ 2,539,276	\$ 2,398,448	\$ 2,748,891
Building and Maintenance Division				
Employee Services	\$ 806,818	\$ 815,865	\$ 802,071	\$ 884,715
Other Operating	1,594,964	1,627,992	1,552,676	1,616,241
Capital	171,584	76,581	76,581	70,000
Division Total	\$ 2,573,366	\$ 2,520,438	\$ 2,431,328	\$ 2,570,956

PUBLIC WORKS DEPARTMENT

	Actual FY 2017-18	Budget FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Equipment and Vehicle Maintenance Division				
Employee Services	\$ 563,776	\$ 637,104	\$ 582,007	\$ 688,635
Other Operating	1,006,452	922,586	961,512	1,019,335
Capital	348,262	1,391,683	885,008	555,150
Division Total	\$ 1,918,490	\$ 2,951,373	\$ 2,428,527	\$ 2,263,120
Engineering Division				
Employee Services	\$ 434,086	\$ 516,633	\$ 432,538	\$ 581,060
Other Operating	319,559	364,820	285,270	339,859
Capital	-	-	-	-
Division Total	\$ 753,645	\$ 881,453	\$ 717,808	\$ 920,919
Department Total	\$ 29,499,948	\$ 31,943,674	\$ 30,615,416	\$ 33,692,987



AREA AB: 511 CAPITAL PROJECTS FUND

This fund is used to account for revenues received and expenditures made to carry out Project Area AB Redevelopment Plan adopted by the Brea Redevelopment Agency Board. The resources in this fund can be used for any eligible redevelopment activity.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 759,943	\$ 187,845	\$ 187,845	\$ 18,361
Resources				
Revenues				
Interest	112,151	108,500	69,722	69,722
Loan Repayments	42,329	-	39,964	39,964
Other	105,770	106,000	106,000	106,000
Transfers-in				
Debt Service (816)	364,480	137,644	137,644	85,506
Total Resources	624,730	352,144	353,330	301,192
Total Available	1,384,673	539,989	541,175	319,553
Requirements				
Expenditures				
Administration	278,673	52,300	50,153	43,083
Housing	85,090	85,344	77,216	38,046
Payment to County	280,957	207,600	207,600	207,600
Transfers-out				
Debt Service (731)	517,108	187,845	187,845	-
Debt Service (732)	10,000	-	-	-
Debt Service (813)	25,000	-	-	-
Total Requirements	1,196,828	533,089	522,814	288,729
Ending Balance 6/30	\$ 187,845	\$ 6,900	\$ 18,361	\$ 30,824

AREA AB: 517 CAPITAL PROJECTS FUND

This fund is used to account for revenues received and expenditures made from the net bond proceeds of the Brea Redevelopment Agency 2011 Tax Allocation Bonds, Series A.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 7,363,746	\$ -	\$ -	\$ -
Resources				
Revenues				
Interest	104,877	2,555	-	-
Transfer from Reserves	5,237,000	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	5,341,877	2,555	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	12,705,623	2,555	-	-
Requirements				
Expenditures				
Contribution to City CIP	5,272,723	33,409	-	-
Transfers-out				
Debt Service (813)	7,432,900	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	12,705,623	33,409	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ -	\$ (30,854)	\$ -	\$ -

AREA AB: 519 CAPITAL PROJECTS FUND

This fund is used to establish the Community Redevelopment Property Trust Fund to account for revenues received and expenditures made in carrying out the Long Range Property Management Plan.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ -	\$ -	\$ -	\$ -
Resources				
Revenues				
Sale of Property	749,741	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	749,741	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	749,741	-	-	-
Requirements				
Expenditures				
Payment to County	749,741	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	749,741	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ -	\$ -	\$ -	\$ -

AREA AB: 731 DEBT SERVICE FUND

This fund is used to account for revenues received and expenditures made for the annual debt requirements not otherwise required to be accounted for in a separate Debt Service Fund.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 1,270,238	\$ 1,342,095	\$ 1,342,095	\$ 1,358,821
Resources				
Revenues				
Interest	8,759	1,000	10,500	10,500
Transfers-in				
Capital Projects (511)	517,108	187,845	187,845	-
Debt Service (732)	-	11,000	11,000	-
Debt Service (813)	-	85,000	85,000	-
Debt Service (816)	2,527,545	2,751,543	2,751,543	3,101,141
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	3,053,412	3,036,388	3,045,888	3,111,641
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	4,323,650	4,378,483	4,387,983	4,470,462
Requirements				
Expenditures				
Administration	5,777	10,000	10,000	10,000
Tax Sharing Payments	1,581,169	1,626,662	1,626,662	1,673,065
Lease Reimb City of Brea	1,394,609	1,392,500	1,392,500	1,393,600
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Total Requirements	2,981,555	3,029,162	3,029,162	3,076,665
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 1,342,095	\$ 1,349,321	\$ 1,358,821	\$ 1,393,797

AREA AB: 813 DEBT SERVICE FUND

This fund is used to account for revenues received and expenditures made for the annual debt requirement for the Brea Redevelopment Agency 2003 Tax Allocation Revenue Bonds; the Successor Agency to the Brea Redevelopment Agency 2013 Tax Allocation Refunding Bonds; the Successor Agency to the Brea Redevelopment Agency 2017 Tax Allocation Refunding Bonds, Series A; and the Successor Agency to the Brea Redevelopment Agency Taxable Tax Allocation Refunding Bonds, Series B. In November 2017, the Successor Agency to the Brea Redevelopment Agency refunded the Brea Redevelopment Agency 2011 Tax Allocation Bonds, Series A and the Brea Redevelopment Agency 2011 Taxable Tax Allocation Housing Bonds, Series B.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$10,090,806	\$10,156,271	\$10,156,271	\$10,236,691
Resources				
Revenues				
Interest	86,200	5,000	55,000	55,000
Bond Proceeds	45,908,802	-	-	-
Premium on Bonds	5,294,360	-	-	-
Other	2,049	-	-	-
Transfers-in				
Capital Projects (511)	25,000	-	-	-
Capital Projects (517)	7,432,900	-	-	-
Debt Service (816)	11,979,626	12,292,820	12,292,820	12,291,064
From Reserves	2,970,027	-	-	-
Total Resources	73,698,964	12,297,820	12,347,820	12,346,064
Total Available	83,789,770	22,454,091	22,504,091	22,582,755
Requirements				
Expenditures				
Administration	19,300	25,000	25,000	25,000
Bond Payments	11,966,089	12,157,400	12,157,400	12,074,441
Defeasement of Bonds	60,952,790	-	-	-
Bond Issuance Costs	695,320	-	-	-
Transfers-out				
Debt Service (731)	-	85,000	85,000	-
Total Requirements	73,633,499	12,267,400	12,267,400	12,099,441
Ending Balance 6/30	\$10,156,271	\$10,186,691	\$10,236,691	\$10,483,314

AREA C: 732 DEBT SERVICE FUND

This fund is used to account for revenues received and expenditures made for the annual debt requirement for the Successor Agency to the Brea Redevelopment Agency 2016 Tax Allocation Refunding Bonds, Series A and the Successor Agency to the Brea Redevelopment Agency 2016 Taxable Tax Allocation Refunding Bonds, Series B.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 1,625,906	\$ 1,351,965	\$ 1,351,965	\$ 1,217,655
Resources				
Revenues				
Interest	8,637	5,000	8,200	8,200
Transfers-in				
Capital Projects (511)	10,000	-	-	-
Debt Service (816)	1,464,327	1,356,590	1,356,590	1,362,526
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	1,482,964	1,361,590	1,364,790	1,370,726
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	3,108,870	2,713,555	2,716,755	2,588,381
Requirements				
Expenditures				
Administration	5,000	10,000	10,000	10,000
Bond Payments	1,751,905	1,478,100	1,478,100	1,327,060
Transfers-out				
Debt Service (731)	-	11,000	11,000	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	1,756,905	1,499,100	1,499,100	1,337,060
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 1,351,965	\$ 1,214,455	\$ 1,217,655	\$ 1,251,321

8 1 6 D E B T S E R V I C E F U N D

This fund is used to establish the Redevelopment Obligation Retirement Fund which was required as part of the legislation to dissolve redevelopment agencies as of February 1, 2012.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 917,667	\$ 91,322	\$ 91,322	\$ 140,377
Resources				
Revenues				
Taxes	16,919,118	16,587,652	16,587,652	16,767,689
Total Resources	16,919,118	16,587,652	16,587,652	16,767,689
Total Available	17,836,785	16,678,974	16,678,974	16,908,066
Requirements				
Expenditures				
Payment to County	1,409,485	-	-	-
Transfers-out				
Capital Projects (511)	364,480	137,644	137,644	85,506
Debt Service (731)	2,527,545	2,751,543	2,751,543	3,101,141
Debt Service (732)	1,464,327	1,356,590	1,356,590	1,362,526
Debt Service (813)	11,979,626	12,292,820	12,292,820	12,291,064
Total Requirements	17,745,463	16,538,597	16,538,597	16,840,237
Ending Balance 6/30	\$ 91,322	\$ 140,377	\$ 140,377	\$ 67,829

COMBINED FUND STATEMENT

Fund No.	Fund Title	Beginning Fund Balance	Revenues	Transfers-In	Available Resources
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Successor Agency - Area AB

Capital Projects Funds

511	Capital Projects Fund Area AB	\$ 18,361	\$ 215,686	\$ 85,506	\$ 319,553
Total		\$ 18,361	\$ 215,686	\$ 85,506	\$ 319,553

Debt Service Funds

731	Debt Service Fund Area AB	1,358,821	10,500	3,101,141	4,470,462
813	Debt Service Fund Area AB	10,236,691	55,000	12,291,064	22,582,755
Total		\$ 11,613,873	\$ 281,186	\$ 15,392,205	\$ 27,372,770

Successor Agency - Area C

Debt Service Fund

732	Debt Service Fund Area C	1,217,655	8,200	1,362,526	2,588,381
Total		\$ 1,217,655	\$ 8,200	\$ 1,362,526	\$ 2,588,381

Successor Agency - Other

Debt Service Fund

816	Debt Service Fund	140,377	16,767,689	-	16,908,066
Total		\$ 140,377	\$ 16,767,689	\$ -	\$ 16,908,066

Total All Funds		\$ 12,990,266	\$ 17,272,761	\$ 16,840,237	\$ 47,188,770
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FISCAL YEAR FY 2019-2020

Operations	Capital Projects	Total Expenditures	Transfers-Out	Ending Fund Balance	Restricted Reserves	Available Fund Balance
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Successor Agency - Area AB

Capital Projects Funds						
\$ 288,729	\$ -	\$ 288,729	\$ -	\$ 30,824	\$ -	\$ 30,824
\$ 288,729	\$ -	\$ 288,729	\$ -	\$ 30,824	\$ -	\$ 30,824

Debt Service Funds						
3,076,665	-	3,076,665	-	1,393,797	-	\$ 1,393,797
12,099,441	-	12,099,441	-	10,483,314	-	10,483,314
\$ 15,176,106	\$ -	\$ 15,176,106	\$ -	\$ 11,877,111	\$ -	\$ 11,877,111

Successor Agency - Area C

Debt Service Fund						
1,337,060	-	1,337,060	-	1,251,321	-	\$ 1,251,321
\$ 1,337,060	\$ -	\$ 1,337,060	\$ -	\$ 1,251,321	\$ -	\$ 1,251,321

Successor Agency - Other

Debt Service Fund						
-	-	-	16,840,237	67,829	-	\$ 67,829
\$ -	\$ -	\$ -	\$ 16,840,237	\$ 67,829	\$ -	\$ 67,829
\$ 16,801,895	\$ -	\$ 16,801,895	\$ 16,840,237	\$ 13,227,085	\$ -	\$ 13,227,085



814 BREAPUBLIC FINANCING AUTHORITY

This fund is used to account for revenues received and expenditures made for the annual debt requirements for the following bond issues to date: Brea Public Financing Authority 2004 Lease Revenue Refunding Bonds; Brea Public Financing Authority 2009 Water Revenue Refunding Bonds, Series A; Brea Public Financing Authority 2009 Water Revenue Bonds, Series B; Brea Public Financing Authority 2010 Water Revenue Bonds, Series A; Brea Public Financing Authority 2010 Water Revenue Bonds, Series B; Brea Public Financing Authority 2010 Lease Revenue Bonds; and Brea Public Financing Authority 2010 Refunding Lease Revenue Bonds.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ -	\$ -	\$ -	\$ -
Resources				
Revenues				
Lease Payments	1,582,718	1,580,700	1,580,700	1,393,600
Water Fund Payments	2,611,040	2,626,700	2,626,700	2,832,200
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	4,193,758	4,207,400	4,207,400	4,225,800
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	4,193,758	4,207,400	4,207,400	4,225,800
Requirements				
Expenditures				
Bond Principal	1,880,000	1,970,000	1,970,000	2,070,000
Bond Interest	2,313,758	2,237,400	2,237,400	2,155,800
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	4,193,758	4,207,400	4,207,400	4,225,800
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ -	\$ -	\$ -	\$ -



8 1 5 BREA COMMUNITY BENEFIT FINANCING AUTHORITY

This fund is used to account for revenues received and expenditures made for the annual debt requirement for the Brea Community Benefit Financing Authority 2014 Water Revenue Bonds.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ -	\$ -	\$ -	\$ -
Resources				
Revenues				
Water Fund Payments	1,170,569	1,172,300	1,172,300	1,173,400
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	1,170,569	1,172,300	1,172,300	1,173,400
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	1,170,569	1,172,300	1,172,300	1,173,400
Requirements				
Expenditures				
Bond Principal	325,000	340,000	340,000	355,000
Bond Interest	845,569	832,300	832,300	818,400
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	1,170,569	1,172,300	1,172,300	1,173,400
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ -	\$ -	\$ -	\$ -



845 MIDBURY ASSESSMENT AUTHORITY

The City of Brea, Los Angeles County and Orange County entered into a joint exercise of powers agreement on May 18, 1999, to form the Midbury Assessment Authority (MAA) to provide a means for each party to the agreement to contribute money to a street improvement project, to form an assessment district and to levy an assessment to finance the balance of the cost of the project. MAA was formed as a separate public entity. The street improvement project was completed in FY 2011-12 and the property owner assessment will conclude in FY 2018-19.

	Actual FY 2017-18	Adopted FY 2018-19	Estimated FY 2018-19	Budget FY 2019-20
Beginning Balance 7/1	\$ 6,136	\$ 7,393	\$ 7,393	\$ 7,374
Resources				
Revenues				
Special Assessment Fees	7,694	7,718	6,481	-
Interest	42	80	80	80
Total Resources	7,736	7,798	6,561	80
Total Available	13,872	15,191	13,954	7,454
Requirements				
Expenditures	368	468	468	468
Transfers-out				
Fixed Asset Replacement (182)	6,111	6,112	6,112	6,112
Total Requirements	6,479	6,580	6,580	6,580
Ending Balance 6/30	\$ 7,393	\$ 8,611	\$ 7,374	\$ 874



GLOSSARY OF BUDGET TERMS

Appropriation – An authorization by the City Council to make expenditures/expenses and to incur obligations for a specific purpose within a specific time frame.

Assessed Valuation – A dollar value placed on real estate or other property by the County of Orange as a basis for levying property taxes.

Assessment Fund – A type of fund to account for the financing of public improvements or services from the issuance of bonds or assessments levied against the properties benefitted.

Audit – A review of the City's accounts by internal audit staff or an independent auditing firm to substantiate fiscal year-end funds, salaries, reserves and cash on hand.

Beginning/Ending (Un-appropriated) Fund Balance – Unencumbered resources available in a fund from the prior/current fiscal year after payment of the prior/current fiscal year's expenditures/expenses. This is a not necessarily cash on hand.

Bond – Capital raised by the City by issuing a written promise to pay a specific sum of money (called the face value or principal amount) at a specific date or dates in the future, together with periodic interest at a special rate. The most common types of bonds are General Obligation, Revenue and Special Tax Bonds.

Budget – A fiscal plan of financial operation listing an estimate of proposed applications or expenditures/expenses and the proposed means of financing them for a particular time period. The budget is "proposed" until it has been approved by the City Council.

Capital Improvement – A permanent addition to the City's assets, including the design, construction or purchase of land, buildings or facilities, or major renovations of same.

Capital Improvement Program (CIP) – A financial plan of proposed capital improvement projects with single and multiple year capital expenditures/expenses. Brea's seven year Capital Improvement Program plan is updated annually.

Capital Outlay – A budget appropriation category which budgets all equipment having a unit cost of \$5,000 and which has an estimated useful life of over one year.

Capital Projects Fund – A type of fund to account for financial resources to be used for the acquisition or construction of capital facilities.

City Manager's Budget Message – A general discussion of the budget. The letter contains an explanation of principal budget items and summaries.

Debt Service Fund – A type of fund to account for payments of the principal and interest on an obligation resulting from the issuance of bonds, and/or notes.

Debt Service Requirements – The amount of money required to pay interest on outstanding debt and required contributions to accumulate monies for future retirement of term bonds.

Deficit – An excess of expenditures/expenses (uses) over revenues (resources).

Department – An organized unit comprised of divisions and programs. It is the basic unit of service responsibility that encompasses a broad mandate of related activities.

Division – A sub-section within a department which furthers the objectives of the City Council by providing specific services or a product. Divisions are comprised of one or more programs.

Encumbrance – A legal obligation to pay funds, the expenditure/expense of which has not yet

GLOSSARY OF BUDGET TERMS

occurred. An encumbrance ceases when the obligation is paid or is otherwise terminated. Technically, encumbrances lapse at fiscal year end and require Council action to re-appropriate the necessary funds.

Enterprise Fund – A type of fund established for the total costs of those governmental facilities and services which are operated in a manner similar to private enterprises. Enterprise Fund activities are entirely or predominately self-supporting. The City has a number of enterprises; Urban Runoff (410), Water Utility (420), Sewer Utility (430), Sanitation & Street Sweeping (440), and external management informational systems (460).

Expenditure – The actual spending of governmental funds set aside by an appropriation.

Expense – The actual spending of proprietary funds (Enterprise and Internal Service Fund types) set aside for appropriation.

Fiscal Year – A twelve-month period of time to which a budget applies. Brea's budget contains one calendar year starting July 1 of the first year and ending June 30 of the second year.

Fund – An independent fiscal and accounting entity used to record all financial transactions related to the specific purpose for which the fund was created.

Fund Balance – The amount of financial resources available for use. Similar to retained earnings, it represents the excess of all prior year's operating surpluses and deficits.

General Fund – The primary fund of the City, it is used to account for all revenues and expenditures not legally restricted as to use. This fund is used to account for the cost of the City's general operations. Examples of departments financed by the General Fund include the City Council, Police

and Fire Services, and most general government activities.

General Obligation Bonds – Bonds used for various purposes and repaid by the regular (usually the General Fund) revenue raising powers of the City.

Governmental Fund – A type of fund that records revenues and expenditures of typical government activities. This fund type includes General, Special Revenue, Debt Service and Capital Projects funds.

Grant – Contributions, gifts of cash, or other assets from another government entity to be used or expended for a special purpose, activity or facility. An example is the Community Development Block Grant (CDBG) provided by the Federal government.

Interfund Transfers – Monies transferred from one fund to another. Such money is transferred to finance the operations of another fund or to reimburse the fund for certain expenditures/expenses.

Internal Service Fund (ISF) – An internal Service Fund supports services to other City departments and bills the various other funds for services rendered. ISF's are self-supporting. The City's ISF's include Risk Management Fund (470), IT Internal Support (475), the Equipment & Vehicle Maintenance Fund (480) and the Building Occupancy Fund (490).

Materials, Supplies and Services – Expenditures/expenses for materials, supplies and services which are ordinarily consumed within a fiscal year and which are not included in departmental inventories.

Municipal Code – A book that contains the City Council approved ordinances currently in effect. The Code defines City policy with respect to areas such as planning, fire safety standards, etc.

GLOSSARY OF BUDGET TERMS

Objectives – The expected results or achievements of a budgeted activity.

Operating Budget – The appropriation of funds for on-going program costs, including salaries and benefits, services and supplies, debt service, capital outlay and capital improvements.

Ordinance – A formal legislative enactment by the City Council which has the full force and effect of law within City boundaries. An ordinance has a higher legal standing than a resolution.

Program – A subsection of a division which provides specific services or a product. A program is the smallest unit of service. There may be one or more programs within a division.

Reserve – An account used to record a portion of the fund balance as legally segregated for a specific use.

Resolution – A special order of the City Council. A resolution has a lower legal standing than an ordinance.

Retained Earnings – The amount of financial resources available for use in an Enterprise Fund. Similar to 'fund balance', it represents the excess of all prior years' surpluses and deficits.

Revenues – An amount received by the City from taxes, fees, permits, licenses, interest, intergovernmental sources and other sources during the fiscal year.

Revenue Bond – A type of bond usually issued to construct facilities. The bonds are repaid from the revenue produced by a specific source, such as water revenues or property tax.

Salaries, Wages and Employee Benefits – Budgeted expenditure categories which generally account for full-time and part-time employees, overtime expenses, and all employee benefits,

such as medical and dental insurance and retirement benefits.

Special Revenue Fund – This fund type collects revenues that are restricted by City, County, State, or Federal government as to how the City might spend them.



City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 06/18/2019
SUBJECT: Capital Improvement Program Budget For Fiscal Year 2019-2020

RECOMMENDATION

Adopt resolution for the Capital Improvement Program (CIP) Budget for FY 2019-2020 as presented in the proposed Seven-Year CIP document. Changes proposed by City Council or staff at the Public Hearing, if any, will be reflected in the final adopted CIP budget.

BACKGROUND/DISCUSSION

City Council reviewed the proposed Seven-Year CIP at the Budget Workshop held on May 21, 2019. Staff provided an overview of the CIP, project highlights, various funding sources available for each project and proposed improvements for FY 2019-2020. This program includes budgeted carry-over projects and a number of new projects. Adoption of the CIP will appropriate funding for FY 2019-2020.

The Public Hearing allows the community an opportunity to provide input on the proposed Seven-Year CIP and for City Council to consider adoption of the FY 2019-2020 CIP Budget.

The Seven-Year CIP is divided into six categories, namely: Street Improvements, Traffic Safety Enhancements, Water Improvements, Storm Drain Improvements, Sewer Improvements and Facility Improvements. There are 34 projects in the proposed FY 2019-2020 funded portion of the CIP. A detail sheet has been prepared for each proposed project containing a description of the project, amount of funding required and source of funds.

The following are highlights of the FY 2019-2020 CIP:

Street Improvements

This CIP category continues the emphasis on street pavement rehabilitation in accordance with the City's Pavement Management Plan (PMP). The PMP is updated every two (2) years for arterial roads and every six (6) years for local roads as required by the Orange County Transportation Authority (OCTA). The current approved PMP is dated 2017, which established the status of the roadway Pavement Condition Index (PCI) for all City streets (local and arterial) as of April 2017. Staff is currently working on the 2019 PMP, which is anticipated to be completed by July 2019. The results of the 2019 PMP and pavement rehabilitating priorities will be reflected in the FY 2020-2021 CIP. Current significant Projects as identified in the 2017 PMP and included in the FY 2019-2020 CIP are:

- Puente Street Rehabilitation - from Imperial Highway to Lambert Road (7311)
- Country Hills Subdivision Pavement & Water Connections (7322)

- Country Lane Street Rehabilitation (7323)
- Berry Street Sidewalk Feasibility Study (7324)

Water Projects

During FY 2018-19, the design process was initiated on (4) water projects. The three key water projects being planned for construction during FY 2019-2020 are: Napoli Tract Water Main Replacement Project (CIP 7458), South Brea Neighborhood Water Main Replacement (CIP 7466), and the Carbon Canyon Booster Pump Station 2 & 3 Replacement Project (CIP 7470). Additional projects that are in design are the North Hills Tract (West & East) Projects (CIP numbers 7459 & 7460 respectively). While these efforts cannot eliminate unplanned water line breaks, the strategic use of Water funds for planned capital improvements reduces the number of more costly urgent projects that result from breaks in our water assets.

Sewer Projects

The Central Avenue Sewer Upsize Project (7627) is slated to begin in FY 2019-20. Additionally, we will be designing and constructing several sewer mainline relining projects.

Facility Improvements

The FY 2019-2020 CIP includes several continuing projects that are expected to be significantly completed within the fiscal year. These include: Arovista Slope Repair, Skate Park Upgrades (CIP 7914), HVAC Component Replacement at the Civic & Cultural Center and Security and Space Improvements at Civic & Cultural Center. CIP has additional proposed funding in FY 2019-2020 for the Dog Park Improvements, Seismic Retrofit of Fire Station No.1 and City Facility & Median Landscape Improvements.

Annual CIP Programs

Ongoing annual programs, including Slurry Seal (CIP 7312), Sidewalk Replacement (CIP 7313), Sewer Mainline Repair (CIP 7617), Miscellaneous Water System Improvements (CIP 7442), and Traffic Calming Enhancements (CIP 7219) will continue as funding allows.

In conclusion, with continued prudent fiscal management and project coordination, Brea's Fiscal Year 2019-2020 CIP will support a variety of projects to sustain our infrastructure quality, as well as continuing the goals of enhancing the quality of life in the community, insuring a safe environment, and promoting transportation improvements in the City.

FISCAL IMPACT/SUMMARY

The fiscal impact for the FY 2019-2020 CIP Budget is \$13,598,697. Funding sources include the following: Fixed Asset Replacement Fund; Gas Tax Fund; Measure M Fund; Community Development Block Grant Fund; Urban Runoff Fund; Water Fund; Sewer Fund; Sanitation Fund; Storm Drain Fund; Equipment & Vehicle Maintenance Fund; Traffic Impact Fees Fund; Water Impact Fees Fund; Federal Grants; State Grants; County Grants; Southern California Edison Rule 20-A funds; and other miscellaneous contributions. As mentioned previously, any changes proposed by Council or staff at the Public Hearing will be reflected in the final adopted CIP budget.

The CIP for FY 2019-2020 reflects Council's commitment to the goals of enhancing existing infrastructure and providing new infrastructure to provide for a safe environment and enhance the quality of life in the community. The remaining six years of the CIP are not a commitment of actual funds, but rather a long-range planning tool for subsequent investments in the City's infrastructure. Staff recommends approval of the Capital Improvement Program Budget as

presented.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Warren Coleman, Senior Management Analyst
Concurrence: Michael S. Ho, P.E. Deputy Director of Public Works/City Engineer

Attachments

Resolution

RESOLUTION NO. 2019-043

A RESOLUTION OF THE COUNCIL OF THE CITY OF BREA ADOPTING A CAPITAL IMPROVEMENT PROGRAM BUDGET FOR SAID CITY FOR THE FISCAL YEAR OF 2019-2020 AND APPROPRIATING FUNDS FOR PROJECTS AND PURPOSES THEREIN SET FORTH

A. RECITALS:

(i) The City Manager's proposed Capital Improvement Program (CIP) Budget for Fiscal Year (FY) 2019-2020, heretofore, has been presented to the Planning Commission and to this Council.

(ii) Copies of said proposed CIP budget are on file in the Office of the City Clerk and said proposed budget is hereby made a part of this resolution.

B. RESOLUTION:

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the City Council of the City of Brea that:

1. Said proposed CIP budget is hereby adopted as the CIP Budget of the City of Brea for FY 2019-2020 consisting of the estimated and anticipated expenditures and revenue for this fiscal year.

2. There are hereby appropriated for obligation and expenditure by the City Manager the amounts shown as set forth in the pages of the proposed budget for FY 2019-2020.

3. Said appropriations for obligation and expenditure shall be deemed to relate to each separate project set forth and shall include as to each project the total of the sums listed in the proposed budget. All obligations and expenditures

shall be incurred and made in the manner provided by the provisions of State law and City ordinances and resolutions applicable to purchasing and contracting.

4. No warrant shall be issued or indebtedness incurred which exceeds the unexpended balances of the project appropriation herein before authorized unless such appropriations shall have been amended by a supplemental appropriation duly enacted by the City Council by resolution.

APPROVED AND ADOPTED this 18th day of June 2019.

Christine Marick, 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 City Council of the City of Brea held on the 18th day of June 2019, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2019-043
June 18, 2019

City of Brea

COUNCIL AND AGENCY COMMUNICATION

TO: Honorable Mayor/Chair and City Council/Agency Members

FROM: Bill Gallardo

DATE: 06/18/2019

SUBJECT: Public Hearing to Consider the Adoption of the Successor Agency to the Brea Redevelopment Agency 2019-20 Operating Budget

RECOMMENDATION

City Council, as Successor Agency: Adopt the attached Resolution appropriating funds for the Successor Agency to the Brea Redevelopment Agency 2019-20 Proposed Operating Program Budget.

BACKGROUND/DISCUSSION

The City Council of the City of Brea, as Successor Agency to the Brea Redevelopment Agency, reviewed the Successor Agency's Operating Budget for 2019-20 at the Budget Workshop held on May 21, 2019. The City Manager has provided an overview message and fund balances in the Proposed Budget document.

SUMMARY/FISCAL IMPACT

The fiscal impact for Fiscal Year 2019-20 is as follows:

Administration	\$55,000
Senior Rental Subsidy Program	38,046
Long Term Obligations	16,468,166
Support Services	33,083
Other (Payment to County)	207,600
Total	\$16,801,895

The City Council of the City of Brea, as Successor Agency to the Brea Redevelopment Agency, has reviewed the Proposed Budget at a City Council Study Session (Budget Workshop) held on May 21, 2019. The Successor Agency budget contains operating expenditures for administration, debt service, support services, payment to the County, and the senior rental subsidy program (July 2019 to December 2019). The budget also provides information on all revenues received by the Successor Agency. An overview of the Proposed Budget and detailed fund balances are contained within the Fiscal Year 2019-20 budget documents.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lee Squire, Financial Services Manager

Concurrence: David Crabtree, Community Development Director

Attachments

Resolution

RESOLUTION NO. SA 2019-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, AS SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY, ADOPTING AN OPERATING BUDGET FOR SAID AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2019 AND ENDING JUNE 30, 2020, APPROPRIATING FUNDS FOR THE ACCOUNTS, DEPARTMENTS, DIVISIONS, PROGRAMS, OBJECTS AND PURPOSES THEREIN SET FORTH

A. RECITALS:

(i) The City Manager has, heretofore, presented to the City Council of the City Brea, as Successor Agency to the Brea Redevelopment Agency, the Proposed Budget for the fiscal year July 1, 2019 through June 30, 2020.

(ii) Copies of said Proposed Budget are on file in the Office of the City Clerk and said Proposed Budget is hereby made a part of this Resolution.

B. RESOLUTION:

NOW, THEREFORE, be it is found, determined and resolved by the City Council of the City of Brea, as Successor Agency to the Brea Redevelopment Agency as follows:

1. Said Proposed Successor Agency to the Brea Redevelopment Agency Budget is hereby adopted as the Budget of the Successor Agency for the fiscal year commencing July 1, 2019 and ending June 30, 2020. The Successor Agency Budget consists of the estimated and anticipated expenditures and revenues for the fiscal year and as related shall be deemed to be debt of the Successor Agency.

RESO NO. SA 2019-02
June 18, 2019

2. There are hereby appropriated for obligation and expenditure by the City Manager the amounts shown for the various funds and accounts separately set forth in the Successor Agency to the Brea Redevelopment Agency Proposed Budget for fiscal year 2019-20. All obligations and expenditures shall be incurred and made in the manner provided by the provisions of State law and Successor Agency resolutions applicable to purchasing and contracting.

3. No warrant shall be issued or indebtedness incurred which exceeds the unexpended balance of the fund and project appropriations herein before authorized unless such has been amended by a supplemental appropriation duly enacted by the Successor Agency by resolution.

APPROVED AND ADOPTED this 18th day of June, 2019.

Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

RESO NO. SA 2019-02
June 18, 2019

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 City Council of the City of Brea, as the Successor Agency to the Brea Redevelopment Agency, held on the 18th day of June, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL AND AUTHORITY COMMUNICATION

TO: Honorable Mayor/Chair and City Council/Authority Members

FROM: Bill Gallardo

DATE: 06/18/2019

SUBJECT: Public Hearing to Consider Adoption of 2019-20 Operating Budget for the Brea Public Financing Authority

RECOMMENDATION

Adopt the resolution appropriating funds for the Brea Public Financing Authority 2019-20 Operating Budget, as presented in the 2019-20 Proposed Budget document.

BACKGROUND/DISCUSSION

The Brea Public Financing Authority is a shared exercise of powers between the City of Brea and the former Brea Redevelopment Agency, created by a Joint Powers Agreement. The following is the 2019-20 Proposed Budget for the Brea Public Financing Authority.

SUMMARY/FISCAL IMPACT

The fiscal impact for the Brea Public Financing Authority Operating Budget for 2019-20 is as follows:

	<u>Fiscal Year 2019-20</u>
Bond Principal	\$2,070,000
Bond Interest	<u>\$2,155,800</u>
Total	\$4,225,800

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Lee Squire, Financial Services Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

RESOLUTION NO. A-2019-02

A RESOLUTION OF THE BREA PUBLIC FINANCING AUTHORITY ADOPTING AN OPERATING BUDGET FOR SAID AUTHORITY FOR THE FISCAL YEAR COMMENCING JULY 1, 2019, AND ENDING JUNE 30, 2020, AND APPROPRIATING FUNDS FOR ACCOUNTS, DEPARTMENTS, DIVISIONS, PROGRAMS, OBJECTS AND PURPOSES THEREIN SET FORTH

A. RECITALS:

(i) The Executive Director has, heretofore, presented to the Authority Directors the "Proposed Budget" for the fiscal year July 1, 2019 through June 30, 2020.

(ii) Copies of said Proposed Budget are on file in the Office of the Secretary and said Proposed Budget is hereby made a part of this Resolution.

B. RESOLUTION:

NOW, THEREFORE, be it is found, determined and resolved by the Brea Public Financing Authority as follows:

1. Said Proposed Brea Public Financing Authority Budget is hereby adopted as the Budget of the Authority for the fiscal year commencing July 1, 2019 and ending June 30, 2020, and consists of the estimated and anticipated expenditures and revenues for the fiscal year.

2. There are hereby appropriated for obligation and expenditure by the Executive Director the amounts shown for the various funds and accounts separately set forth in the Brea Public Financing Authority Proposed Budget for fiscal year 2019-20. All obligations and expenditures shall be incurred and made in the manner provided by the provisions of State law and Authority resolutions applicable to purchasing and contracting.

RESO NO. A 2019-02
June 18, 2019

3. No warrant shall be issued or indebtedness incurred which exceeds the unexpended balance of the fund and project appropriations herein before authorized unless such has been amended by a supplemental appropriation duly enacted by the Authority by resolution.

APPROVED AND ADOPTED this 18th day of June, 2019

Christine Marick, Chair

ATTEST: _____
Lillian Haris-Neal, Secretary

RESO NO. A 2019-02
June 18, 2019

I, Lillian Neal-Harris, Secretary of the Brea Public Financing Authority, do hereby certify that the foregoing Resolution was adopted at the regular meeting of the Brea Public Financing Authority on the 18th day of June, 2019, by the following vote:

AYES: AUTHORITY MEMBERS:

NOES: AUTHORITY MEMBERS:

ABSENT: AUTHORITY MEMBERS:

ABSTAIN: AUTHORITY MEMBERS:

DATED: _____

Lillian Harris-Neal, Secretary

City of Brea

COUNCIL AND AUTHORITY COMMUNICATION

TO: Honorable Mayor/Chair and City Council/Authority Members

FROM: Bill Gallardo

DATE: 06/18/2019

SUBJECT: Public Hearing to Consider Adoption of 2019-20 Operating Budget for the Brea Community Benefit Financing Authority

RECOMMENDATION

Adopt the attached Resolution appropriating funds for the Brea Community Benefit Financing Authority 2019-20 Operating Budget, as presented in the 2019-20 Proposed Budget document.

BACKGROUND/DISCUSSION

The Brea Community Benefit Financing Authority is a shared exercise of powers between the City of Brea and the Industrial Development Authority of the City of Brea, created by a Joint Powers Agreement in July 2014. The creation of such was necessary as the result of the Brea Redevelopment Agency's dissolution and the inability of the Brea Public Financing Authority to continue operations in regards to any new bond issues.

SUMMARY/FISCAL IMPACT

The fiscal impact for the Brea Community Benefit Financing Authority Operating Budget for 2019-20 is as follows:

Fiscal Year 2019-20

Bond Principal	\$ 355,000
Bond Interest	<u>\$ 818,400</u>
Total	\$ 1,173,400

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Lee Squire, Financial Services Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

RESOLUTION NO. BCBFA 2019-01

A RESOLUTION OF THE BREA COMMUNITY BENEFIT FINANCING AUTHORITY ADOPTING AN OPERATING BUDGET FOR SAID AUTHORITY FOR THE FISCAL YEAR COMMENCING JULY 1, 2019, AND ENDING JUNE 30, 2020, AND APPROPRIATING FUNDS FOR ACCOUNTS, DEPARTMENTS, DIVISIONS, PROGRAMS, OBJECTS AND PURPOSES THEREIN SET FORTH

A. RECITALS:

(i) The Executive Director has, heretofore, presented to the Authority Directors the "Proposed Budget" for the fiscal year July 1, 2019 through June 30, 2020.

(ii) Copies of said Proposed Budget are on file in the Office of the Secretary and said Proposed Budget is hereby made a part of this Resolution.

B. RESOLUTION:

NOW, THEREFORE, be it is found, determined and resolved by the Brea Community Benefit Financing Authority as follows:

1. Said Proposed Brea Community Benefit Financing Authority Budget is hereby adopted as the Budget of the Authority for the fiscal year commencing July 1, 2019 and ending June 30, 2020, and consists of the estimated and anticipated expenditures and revenues for the fiscal year.

2. There are hereby appropriated for obligation and expenditure by the Executive Director the amounts shown for the various funds and accounts separately set forth in the Brea Community Benefit Financing Authority Proposed Budget for fiscal year 2019-20. All obligations and expenditures shall be incurred and made in the manner

RESO NO. BCBFA 2019-01
June 18, 2019

provided by the provisions of State law and Authority resolutions applicable to purchasing and contracting.

3. No warrant shall be issued or indebtedness incurred which exceeds the unexpended balance of the fund and project appropriations herein before authorized unless such has been amended by a supplemental appropriation duly enacted by the Authority by resolution.

APPROVED AND ADOPTED this 18th day of June, 2019

Christine Marick, Chair

ATTEST: _____
Lillian Harris-Neal, Secretary

RESO NO. BCBFA 2019-01
June 18, 2019

I, Lillian Harris-Neal, Secretary of the Brea Community Benefit Financing Authority, do hereby certify that the foregoing Resolution was adopted at the regular meeting of the Brea Community Benefit Financing Authority on the 18th day of June, 2019, by the following vote:

AYES: AUTHORITY MEMBERS:

NOES: AUTHORITY MEMBERS:

ABSENT: AUTHORITY MEMBERS:

ABSTAIN: AUTHORITY MEMBERS:

DATED: _____

Lillian Harris-Neal, Secretary

City of Brea

COUNCIL AND COMMISSION COMMUNICATION

TO: Honorable Mayor/Chair and City Council/Commission Members

FROM: Bill Gallardo

DATE: 06/18/2019

SUBJECT: Public Hearing to Consider Adoption of 2019-20 Operating Budget for the Midbury Assessment Authority Commission

RECOMMENDATION

Adopt the attached Resolution appropriating funds for the Midbury Assessment Authority Commission 2019-20 Operating Budget, as presented in the 2019-20 Proposed Budget document.

BACKGROUND/DISCUSSION

The City of Brea, Los Angeles County and Orange County entered into a Joint Exercise of Powers Agreement on May 18, 1999, to form the Midbury Assessment Authority (MAA) Commission to provide a means for each party to the agreement to contribute money to a street improvement project, to form an assessment district and to levy an assessment to finance the balance of the cost of the project. MAA was formed as a separate public entity. The street improvement project was completed in FY 2011-12 and the property owner assessment concluded in FY 2018-19. The revenue from the final assessments will be used to make the final payment on the improvement costs which is scheduled in FY 2019-20. Upon completion of loan payoff, staff will begin the dissolution process for the MAA.

SUMMARY/FISCAL IMPACT

Expenditures which make up the Fiscal Year 2019-20 Operating Budget total \$6,580.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Lee Squire, Financial Services Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

RESOLUTION NO. M-01-2019

A RESOLUTION OF THE CITY OF BREA MIDBURY ASSESSMENT AUTHORITY COMMISSION ADOPTING AN OPERATING BUDGET FOR SAID AUTHORITY FOR THE FISCAL YEAR COMMENCING JULY 1, 2019, AND ENDING JUNE 30, 2020, AND APPROPRIATING FUNDS FOR ACCOUNTS, DEPARTMENTS, DIVISIONS, PROGRAMS, OBJECTS AND PURPOSES THEREIN SET FORTH

A. RECITALS:

(i) The Chief Administrative Officer has, heretofore, presented to the Commissioners the "Proposed Budget" for the Fiscal Year July 1, 2019 through June 30, 2020.

(ii) Copies of said Proposed Budgets are on file in the Office of the Secretary and said Proposed Budget is hereby made a part of this Resolution.

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City of Brea Midbury Assessment Authority Commission as follows:

1. Said Proposed City of Brea Midbury Assessment Authority Commission Budget is hereby adopted as the Budget of the Authority for the Fiscal Year commencing July 1, 2019 and ending June 30, 2020, and consists of the estimated and anticipated expenditures and revenues for the Fiscal Year.

2. There are hereby appropriated for obligation and expenditure by the Chief Administrative Officer the amounts shown for the various funds and accounts separately set forth in the City of Brea Midbury Assessment Authority Commission Proposed Budget for Fiscal Year 2019-20. All obligations and expenditures shall be incurred and made in

the manner provided by the provisions of State law and Authority resolutions applicable to purchasing and contracting.

3. No warrant shall be issued or indebtedness incurred which exceeds the unexpended balance of the fund and project appropriations herein before authorized unless such has been amended by a supplemental appropriation duly enacted by the Authority by resolution.

APPROVED AND ADOPTED this 18th day of June, 2019

Christine Marick, Chair

ATTEST: _____
Lillian Harris-Neal, Secretary

I, Lillian Harris-Neal, Secretary of the City of Brea Midbury Assessment Authority Commission, do hereby certify that the foregoing Resolution was adopted at the regular meeting of the Midbury Assessment Authority on the 18th day of June, 2019, by the following vote:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ABSTAINED: COMMISSIONERS:

DATED: _____

Lillian Harris-Neal, Secretary

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
DATE: 06/18/2019
SUBJECT: June 3, 2019 City Council Special Meeting Minutes

RESPECTFULLY SUBMITTED:

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

Attachments

Draft Minutes

DRAFT

BREA CITY COUNCIL SPECIAL MEETING

MINUTES June 3, 2019

CLOSED SESSION
SPECIAL MEETING
6:00 p.m. - Executive Conference Room
Level Three

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Marick called the Closed Session Special Meeting to order at 6:00 p.m., all members were present.

Present: Marick, Simonoff, Hupp, Parker, Vargas

1. **Public Comment**
None.

Closed Session may convene to consider matters of purchase / sale of real property (G. C. §54956.8), pending litigation [G.C. §54956.9(d)(1)], potential litigation [G.C. §54956.9(d)(2)(3) or (4)], liability claims (G. C. §54961) or personnel items (G.C. §54957.6). Records not available for public inspection.

2. **Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation.** Significant Exposure to Litigation: 1 potential case. Facts and Circumstances: Shenkman & Hughes, PC California Voting Rights Act Claim
3. **Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(4) - Anticipated Litigation.** Initiation of Litigation: 1 potential case.

ADJOURNMENT

Mayor Marick adjourned the Closed Session at 8:11 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 18th day of June, 2019

Lillian Harris-Neal, City Clerk

Christine Marick, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
DATE: 06/18/2019
SUBJECT: June 4, 2019 City Council Regular Meeting Minutes

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Victoria Popescu, Deputy City Clerk
Concurrence: Lillian Harris-Neal, City Clerk

Attachments

Draft Minutes

DRAFT

BREA CITY COUNCIL SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY MEETING

MINUTES June 4, 2019

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

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Marick called the Closed Session to order at 6:00 p.m., and noted that Councilmember Vargas would be joining the meeting shortly. Councilmember Vargas arrived at 6:15 p.m.

Present: Marick, Simonoff, Hupp, Parker, Vargas

1. **Public Comment**
None.

Closed Session may convene to consider matters of purchase / sale of real property (G. C. §54956.8), pending litigation [G.C. §54956.9(d)(1)], potential litigation [G.C. §54956.9(d)(2)(3) or (4)], liability claims (G. C. §54961) or personnel items (G.C. §54957.6). Records not available for public inspection.

2. **Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8.**
Property: Birch Hills Golf Course
City of Brea Negotiators: City Manager Bill Gallardo and Public Works Director Tony Olmos
Negotiating Parties: Chevron Land and Development, Birch/Kraemer, LLC
Under Negotiation: Price and Terms of Payment
3. **Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Anticipated Litigation.**
Significant Exposure to Litigation: 1 potential case.
Facts and Circumstances: Brea Creek LLC Claim
4. **Conference with City's Labor Negotiator Pursuant to Government Code §54957.6 - Regarding the Brea Fire Management Association (BFMA) - Chris Emeterio, Negotiator, Cindy Russell, Negotiator, and Mario E. Maldonado, Negotiator**
5. **Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1) - Existing Litigation.** Name of Case: Brea City Employee's Association v. City of Brea (PERB Case No. LA-CE-1280-M)

Mayor Marick adjourned the Closed Session at 6:35 p.m.

STUDY SESSION
6:30 p.m. - Executive Conference Room
Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Marick called the Study Session to order at 6:36 p.m. all members were present.

6. Public Comment

None.

7. Clarify Regular Meeting Topics

Councilmember Parker requested a separate brief report on Item No. 18, Carbon Canyon Road (SR 142) Phase II Corridor Study to be presented at the General Session.

Councilmember Vargas spoke about Item No. 19, Mitigation Agreement between Puente Hills Habitat Preservation Authority and City; Mitigation Endowment Fund and Mitigation Easement Endowment Fund Agreements Between The San Diego Foundation and City for the SR 57 Freeway and Lambert Road Interchange Improvements and inquired as to gnat catchers in the City of Brea.

Councilmember Vargas also spoke about Item No. 20, City Traffic Engineer Annual Contract, and requested staff look at alternate arrangements for traffic engineering services.

With regards to Item No. 20, discussion ensued regarding the proposed contract terms, duration of the agreement, Finance Committee approval for amendments, and the need for assessment between contracting out services or keeping them in-house.

DISCUSSION ITEM

8. Appointment to the Traffic Committee

Councilmember Parker and Councilmember Hupp recommended Darlene Chandler be appointed to the Traffic Committee; and recommend Vance Bjorklund join the Cliffwood Working Group.

The Council came to consensus to appoint Darlene Chandler to the Traffic Committee; and recommend Vance Bjorklund join the Cliffwood Working Group.

REPORT

9. Council Member Report/Requests

None.

Mayor Marick adjourned the Study Session at 6:56 p.m.

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

CALL TO ORDER/ ROLL CALL - COUNCIL

Mayor Marick called the General Session to order at 7:04 p.m., all members were present.

10. Pledge of Allegiance

Boy Scout Troop 801 led the Pledge of Allegiance.

11. Invocation

Dave Tebay, Calvary Community Church, delivered the invocation.

12. Report - Prior Study Session

City Manager Gallardo provided the Study Session report.

13. Community Announcements

Councilmember Hupp announced that the Brea's Wildlife Watch Program classes begin June 10, noting that Brea has partnered with the California Department of Fish & Wildlife to have its own Wildlife Watch Program. She explained that the program teaches residents on how to proactively address, prevent, and manage unwanted wildlife in their neighborhoods. Classes are on June 10, 12 and 15.

Councilmember Parker announced that registration for summer 2019 swim lessons at the Brea Plunge opens on Monday, June 10th at 9 a.m.

Mayor Pro Tem Simonoff announced that the Brea Fitness Center is having a summer sale now through June 30. He noted that membership rates are as low as \$15.25 a month and include unlimited access to over 60 group fitness classes per week and residents from all cities are welcome.

Councilmember Vargas announced that the 34th Annual Made in California exhibit is currently on display in the Brea Gallery and explained that the yearly juried exhibit continues to explore creative movements happening throughout California by featuring artists working in a huge array of mediums and styles.

14. Matters from the Audience

Lee Squire thanked the community for their participation in the local Memorial Day events; and spoke about the anniversary of D-Day.

Dwight Manley expressed concern for Public Hearing Item No. 16, and spoke about the ongoing assessments. He also spoke about Consent Item No. 20, and requested the City look at alternative options to traffic engineering services; and spoke about bond refinancing.

Keith Fullington thanked the community for their participation in the local Memorial Day events; and spoke in opposition to the widening of Brea Canyon.

15. Response to Public Inquiries - Mayor / City Manager

City Manager Gallardo responded to public inquiries.

PUBLIC HEARING - *This portion of the meeting is for matters that legally require an opportunity for public input. Audience participation is encouraged and is limited to 5 minutes per speaker.*

16. Public Hearing to Consider Levying an Assessment for Landscape and Lighting Maintenance Districts (LLMDs) #1, 2, 3, 4, 5, 6 and 7 for Fiscal Year (FY) 2019-2020

Maintenance Services Superintendent Bowlus presented details of the report, including history, legal requirements, public notification, and assessment rates.

Mayor Marick opened the public hearing. Noting no members of the public wishing to address the Council, Mayor Marick closed the public hearing.

Motion was made by Mayor Pro Tem Simonoff, seconded by Council Member Hupp to adopt Resolution Nos. 2019-034 through 2019-040, levying assessments for Fiscal Year 2019-2020.

AYES: Mayor Marick, Mayor Pro Tem Simonoff, Council Member Hupp, Council Member Parker, 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. May 21, 2019 City Council Regular Meeting Minutes

The City Council received and filed the May 21, 2019 City Council Regular Meeting Minutes.

18. Carbon Canyon Road (SR 142) Phase II Corridor Study

Deputy Public Works Director/City Engineer Ho presented a brief overview of the item.

The City Council received and filed the Carbon Canyon Road (SR 142) Phase II Corridor Study; and adopted Resolution No. 2019-041 recommending the prohibition of vehicles and combination vehicles with an overall length greater than 30 feet kingpin-to-rear axle on Carbon Canyon Road (State Route 142).

19. Mitigation Agreement Between Puente Hills Habitat Preservation Authority and City; Mitigation Endowment Fund and Mitigation Easement Endowment Fund Agreements Between The San Diego Foundation and City for the SR 57 Freeway & Lambert Road Interchange Improvements (CIP 7251)

The City Council approved the Mitigation Agreement with Puente Hills Habitat Preservation Authority; approved the Fund Agreement for the Brea 57 Lambert Mitigation Endowment Fund with The San Diego Foundation; and approved the Fund Agreement for the Brea 57 Lambert Easement Endowment Fund with The San Diego Foundation in the cumulative amount of \$1,256,858.

20. City Traffic Engineer Annual Contract

The City Council approved the Professional Services Agreement with Albert Grover and Associates in the amount not to exceed \$150,000 per year for a period of three (3) years with a maximum of three (3) optional one (1) year extensions; and authorized the City Manager to approve and execute extensions.

21. Outgoing Payment Log and May 24 & 31, 2019 City Check Registers

The City Council received and filed the ongoing payment log and May 24 & 31 City check registers.

Motion was made by Council Member Hupp, seconded by Council Member Parker to approve City Council Consent Calendar Items 17 - 21.

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

Passed

CITY/SUCCESSOR AGENCY - CONSENT

22. May 31, 2019 Successor Agency Check Register

The City Council, as the Successor Agency, received and filed the May 31, 2019 Successor Agency check register.

Motion was made by Council Member Hupp, seconded by Mayor Pro Tem Simonoff to approve City/Successor Agency Consent Item No. 22.

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

Passed

BREA PUBLIC FINANCING AUTHORITY - CONSENT

23. Authorization for the Brea Public Financing Authority Issuance of Local Agency Revenue Refunding Bonds, Series 2019, to Refinance Outstanding 2005 Revenue Bonds and to Engage Professional Services

Motion was made by Council Member Hupp, seconded by Mayor Pro Tem Simonoff for the City Council, as the Brea Public Financing Authority, to adopt Resolution No. A-2019-01, approving the initiation of proceedings to refinance the outstanding Local Agency Revenue Bonds 2005 Series A (2005 Authority Bonds) related to the City of Brea Community Facilities District No. 1997-1 (Olinda Heights Public Improvements) (CFD 1997-1) and the Brea Olinda Unified School District Community Facilities District No. 95-1 (Olinda Heights) (CFD 95-1) and to engage professional services.

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

Passed

ADMINISTRATIVE ANNOUNCEMENTS

24. City Manager

City Manager Gallardo introduced Ben Montgomery, Chino Hills City Manager.

25. City Attorney

City Attorney Boga reported out from Closed Session, noting that the City Council discussed item 3 and voted 4-0 (with Councilmember Vargas, absent), to approved a settlement agreement to resolve the claim.

26. Council Requests

Councilmember Vargas requested that the Art in Public Places policies and procedures be brought back to Council for future discussion.

COUNCIL ANNOUNCEMENTS

Councilmember Vargas spoke about D-Day and thanked the community for their participation in the Memory Garden Memorial Day event.

ADJOURNMENT

Mayor Marick adjourned the meeting at 7:35 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 18th day of June, 2019.

Lillian Harris-Neal, City Clerk

Christine Marick, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 06/18/2019
SUBJECT: Upcoming City Council Topics July – December 2019

RECOMMENDATION

Receive and file list of Upcoming City Council Topics

BACKGROUND/DISCUSSION

Every six months, staff prepares a list of Upcoming Council Topics that is reviewed by City Council. The purpose of the list is to give Council an early indication of the matters in the various City departments that staff will be placing on a future City Council agenda for policy direction.

The list of Upcoming Topics for July – December 2019 has been prepared and is transmitted for information and consideration. Staff is prepared to answer any questions that City Council may have on the items submitted.

FISCAL IMPACT/SUMMARY

No fiscal impact.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Melissa Davis, Management Analyst

Attachments

Upcoming City Council Topics

UPCOMING CITY COUNCIL TOPICS

Third Quarter

(July – September 2019)

1. Consider Annual Vehicles and Equipment Purchases Plan for Fiscal Year 2019-20
2. Consider Software/Hardware Maintenance Support and Online Subscription Service Agreements
3. Provide annual update from the Investment Advisory Committee
4. Consider update to Annual Investment Policies for the City's General Portfolio and PARS Accounts
5. Consider approval of purchase of street light poles
6. Consider award of contract for janitorial supply purchases
7. Consider award of Professional Service Agreement (PSA) with Occupational Health Care Provider for pre-employment exams, occupational injuries, and other related services
8. Consider award of PSA for labor relations firms
9. Consider approval of MOU Successor Agreements for Brea Fire Management Association (expired March 31, 2018)
10. Consider resolution regarding employer contribution under the Public Employees' Medical and Hospital Care Act (PEMHCA) for employees and annuitants to implement recently negotiated changes to the PEMHCA minimum
11. Consider award of contract for purchase of replacement computers and mobile data computers/tablets
12. Consider award of PSA for Sales and Use Tax (SUTA) and Property Tax Audit, Analysis, Reporting, and Forecasting Services
13. Consider award of PSA for Business License Discovery and Franchise Fee Analysis and Auditing Services
14. Public hearing to consider entitlements for Mercury Lane Apartments
15. Provide a discussion about any projects seeking consideration to apply for Planned Community Zone processing

16. Consider PSA for Affordable Housing monitoring and assistance services
17. Consider PSAs for as-needed Building Inspection Services and Plan Check Services
18. Consider PSA for vendor to implement overnight parking permit online ordering
19. Complete Parks, Recreation and Human Services Needs Assessment
20. Continue community outreach as it relates to current and future needs for the Tracks at Brea (i.e. safety, trail navigation, etc.)
21. Replace Cultural Arts reader boards at Birch/Randolph and Mall Ring Road
22. Implement Skate Park improvements
23. Evaluate growing need for senior services
24. Review potential implementation of City Council Districts
25. Provide an update regarding Olinda Alpha Landfill negotiations with the County
26. Review contract for consulting services for the completion of a Police Department (PD) Staffing Needs Analysis (carried over from FY 18-19)
27. Approve Part 2 of FY 18-19 decision package for purchase of rifles
28. Approve construction contract for Senior Center Kitchen Enhancements
29. Adopt ordinance regarding sidewalk vending
30. Provide a six month report on revised street sweeping program
31. Complete the transfer of Birch Hills Golf Course
32. Close-out Laurel Elementary Magnet School Playground/Lagos de Moreno Park construction contract
33. Consider fees for Commercial Organic Recycling Program
34. Review refuse benchmark survey
35. Traffic Engineer contract amendment for preparation of Cliffwood Traffic Study
36. Construction contract for Lambert Median Landscape Replacement Project
37. Construction contract for Civic Center Security Project
38. Construction contract for Fire Station No.3 Roof Replacement

Fourth Quarter

(October – December 2019)

1. Consider approval of any necessary Fourth Quarter Adjustments from the Fiscal Year 2018-19 Budget
2. Consider approval of First Quarter Adjustments for the Fiscal Year 2019-20 Budget
3. Consider award of PSA with insurance broker to provide consulting services for employee benefit administration
4. Consider adoption of updates to the City's purchasing policies and procedures
5. Receive and file Community Facilities District Annual Financial Report for the year ended 06-30-2019
6. Review amendment to loan agreement and property covenants with Acacia Apartments
7. Provide any updates regarding progress of Brea Core Plan's Active Transportation Plan activities and final report
8. Provide a discussion of any projects seeking consideration to apply for Planned Community Zone processing
9. Possible public hearing for Downtown Hotel related entitlements – General Plan and Zoning code amendments related to FAR, or PC zone entitlements, and Development Agreement (scope of entitlements to be determined)
10. Possible public hearing for Brea Mall related entitlements (General Plan Amendment, Zone Change to Mixed Use, and Development Agreement)
11. Possible public hearing for Aera Energy Specific Plan, any Development Agreement, and related entitlements
12. Public hearing(s) to adopt update to Building Code
13. Public hearing(s) to adopt ADA transition plan for City facilities and rights-of-way
14. Complete an update to the Art in Public Places Policy Manual
15. Complete Brea War Memorial improvements
16. Provide an update from the Parks, Recreation and Human Services Commission regarding goals and priorities
17. Approve contract for purchase and installation of replacement in-car camera system, backbone, and video data management functions for PD (carried over from FY 18-19)

18. Review assessment options for Landscape and Lighting Maintenance District No.1
19. Continue negotiations with Union Pacific for purchase of easement for Western Extension of Tracks at Brea
20. Review charging stations at Downtown parking structures
21. Cooperative agreement with Caltrans for installation of landscaping at 57/Lambert project
22. Construction contract for Carbon Canyon Booster Pump Station and Enclosure
23. Construction contract for Puente Street Watermain Replacement and Pavement Rehabilitation
24. Construction contract for Steele Drive, North Hills & Pleasant Hills Tracts Watermain Replacement project
25. Construction contract for Associated Road Parkway and Median Landscape Replacement project

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 06/18/2019

SUBJECT: Professional Services Agreements for As-Needed Landscape Design Services for Capital Improvement Projects

RECOMMENDATION

1. Approve Professional Services Agreement with Land Concern in the amount not-to-exceed \$50,000 per year;
2. Approve Professional Services Agreement with BMLA in the amount not-to-exceed \$50,000 per year;
3. Approve Professional Services Agreement with Nuvis Landscape in the amount not-to-exceed \$50,000 per year; and
4. Authorize City Manager to execute up to three (3) one year extensions for each of these agreements

BACKGROUND/DISCUSSION

The City of Brea is proposing to continue making landscape improvements that transition turf to low-water plant installations or mulch at various City facilities. These Capital Improvement Projects like 7936 (Umbrella for the Senior Center, Brea Community Center and the Civic & Cultural Center) and 7945 (Aurora) include renovation and turf removal at City facilities, medians and greenbelts.

To date, renovations at Fire Station 3, Brea Boulevard, Sate College Boulevard, the Sports Park phase 1 and 2, Brea Community Center, Brea Senior Center, Aurora and the Civic & Cultural Center have transitioned approximately 152,300 square feet (3.49 acres) of turf to low water plant material or mulch. The estimated annual water savings is estimated at 4.35 million gallons.

On June 7, 2018, staff issued a Request for Proposal (RFP) to seven firms. The intent of the RFP was to select firms that can provide landscape design and construction inspection services for various projects over the next three years. Since the City administers several projects simultaneously, it intends on retaining three as-needed firms that would be available to provide these services. The exact projects to be assigned, along with the scope of services to be performed, will be determined on a case by case basis by Park Division staff.

On June 28, 2018, proposals were received from the following six firms:

1. Brightview Design Group
2. Land Concern
3. Nuvis

4. RJM
5. BMLA
6. David Evans and Associates, Inc.

The proposals were reviewed and evaluated based on the firms' relevant experience, qualifications, scope of services provided and cost effectiveness. Based on the above criteria, Nuvis, Land Concern, RJM, and BMLA were selected as the top four firms (not necessarily ranked in order). Of the four, Land Concern, Nuvis and BMLA are staff's recommendation for contracts. Land Concern has provided excellent service on past projects and brings a consistency to the new projects moving forward. Nuvis has given us excellent service working on the Dog Park Upgrades and had similar median projects in Orange County. BMLA has completed numerous similar projects for turf removal and median enhancements for the cities of Riverside and Corona. All four firms have extensive experience with the requested design services. Their hourly rates are all comparable and competitive.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their May 14, 2019 meeting and recommended to proceed with the condition that any Consumer Price Index cost increases be brought back to City Council for approval.

FISCAL IMPACT/SUMMARY

The proposed contracts are for a one-year term, with provisions for three one-year extensions with the total term not exceeding four (4) years. The total fee per consultant for all assignments to be authorized during a single year would be limited to a "not to exceed fee" of \$50,000 for each firm and a "not to exceed" amount of \$200,000 over the term of the four years. Funding for the projects is from the Water Fund (Fund 420) and Fixed Asset Replacement Fund (Fund 182). Since these professional services costs are paid from corresponding CIP project accounts, an appropriation of funds for these consultant contracts is not required.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Tony Olmos, P.E., Director of Public Works

Attachments

PSA - Land Concern

Exhibit B Land Concern Fees

Land Concern Insurance

PSA - BMLA

Exhibit B BMLA Fees

BMLA Insurance

PSA - Nuvis

Exhibit B Nuvis Fees

Nuvis Insurance

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated June 18, 2019 for reference purposes and is executed by the City of Brea, a California municipal corporation ("City") and Land Concern, LTD, a California based landscape architectural firm, ("Consultant").

RECITALS

A. City has issued a Request for Proposal pertaining to the performance of the following professional services: landscape design and construction support services for various capital improvement projects on an "as-needed" basis. A full, true and correct copy of such solicitation is attached as Exhibit A.

B. Consultant has submitted a proposal for the performance of such services. A full, true and correct copy of such proposal is attached as Exhibit B.

C. The parties have executed this Agreement to provide for Consultant's performance of such services on City's behalf.

NOW, THEREFORE, the parties agree as follows:

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Tasks: Professional services as described in Exhibit A including (i) preparation of plans, maps, reports, and documents (collectively, "documents"); and (ii) presentation, both oral and in writing, of such documents to City as required.

(b) Services: Such professional services as are necessary to be performed by Consultant in order to complete the assigned Tasks. Consultant will provide services on an "as-needed" (on-call) basis for projects to be determined during the term of this Agreement.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, documents, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibit A.

2. Term:

(a) Base Term: This Agreement is effective as of June 18, 2019 and shall remain in full force and effect until June 18, 2020 unless earlier extended pursuant to paragraph (b) or (c) of this Section, or unless terminated pursuant to Section 8 below.

(b) Extension Options: City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, City shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

(c) Unfinished Tasks: If one or more Tasks will remain unfinished at the expiration of this Agreement, then, at City's sole discretion, the term of this Agreement may be extended to allow Consultant to complete such Task(s).

3. Consultant Responsibilities:

(a) Consultant shall undertake and complete the assigned Tasks in accordance with Exhibit A and applicable laws, all to the reasonable satisfaction of City.

(b) Consultant shall supply copies of all documents, including all supplemental technical documents, in accordance with Exhibit A. City may thereafter review and forward to Consultant comments regarding such documents and Consultant shall thereafter make such revisions to such documents as are deemed necessary. City shall receive revised documents in such form and in the quantities determined necessary by City.

(c) Consultant shall, at its sole cost and expense, secure and hire such other persons as may, in the opinion of Consultant, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by Consultant, Consultant warrants that such persons shall be fully qualified to perform the services. Consultant further agrees that no subcontractor shall be retained by Consultant except as may otherwise be set forth in Exhibit B and upon the prior written approval of City.

4. Compensation:

(a) City shall pay Consultant pursuant to the provisions of Exhibit B for services performed pursuant to this Agreement. Such sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Consultant, except as may otherwise be set forth in Exhibit B.

(b) Payments to Consultant shall be made by City in accordance with the invoices submitted by Consultant, on a monthly basis, and such invoices shall be paid within a reasonable time after receipt by City. All charges shall be in accordance with Consultant's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by City.

(c) Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents. Final payment shall be made not later than 60 days after presentation of final documents and acceptance by City.

(d) Additional services: Payments for additional services, requested in writing by City and not included in Consultant's proposal, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibit B. Charges for additional services shall

be invoiced on a monthly basis and shall be paid by City within a reasonable time after invoices are received by City.

(e) **Rate Changes:** The fee schedule in Exhibit B shall not be revised during the term of the Contract (including any extension periods) without prior approval by CITY's City Council.

5. **Annual Compensation Limit:** In no event shall Consultant, or any person claiming by or through Consultant, be paid an aggregate amount in excess of fifty thousand dollars (\$50,000) during a single year of the term this Agreement.

6. **City Responsibilities:** City shall provide to Consultant:

(a) Information and assistance as set forth in Exhibit A.

(b) Photographically reproducible copies of maps and other information, if available, which Consultant considers necessary in order to complete the Tasks.

(c) Such information as is generally available from City files applicable to the Tasks.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Consultant's responsibility to make all initial contact with respect to the gathering of such information.

7. **Ownership of Documents:** All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Agreement shall be considered the property of City and, upon payment for services performed by Consultant, such documents and other identified materials shall be delivered to City by Consultant. Consultant may, however, make and retain copies of such documents and materials as Consultant may desire.

8. Termination: If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause. City may terminate this Agreement for convenience upon 15 days prior written notice to Consultant. Consultant shall not be compensated for any work performed after City's issuance of a Notice of Termination. Consultant shall provide to City any and all documents, whether in draft or final form, prepared by Consultant as of the date of termination. Consultant may not terminate this Agreement except for cause.

9. Notices and Designated Representatives: Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

My information

Bill Bowlus
Public Works Superintendent
1 Civic Center Circle
Brea, CA 92821
billb@cityofbrea.net

CONSULTANT REPRESENTATIVE

Mike Sweeney
Principal
1750 E. Deere Avenue
Santa Ana, CA 92705

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

(a) Compensation insurance: Before beginning work, Consultant shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Consultant may employ directly or through subcontractors in carrying out the services, in accordance with the laws of the State of California. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Consultant, by executing this Agreement, certifies as follows:

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

(b) For all operations of Consultant or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by Consultant in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by Consultant in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least one million dollars and zero cents (\$1,000,000.00) for errors and/or omissions ("malpractice") of Consultant in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to City and shall further be subject to the provisions of subsections (2) and (6) of paragraph (c) of this Section. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of services on City's behalf until three years after the date the services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three years or by a three-year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of services on behalf of City. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard "notice of circumstances" provision.

(5) Other required insurance, endorsements or exclusions as required by Exhibit A.

(6) The policies of insurance required in this Section shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under such policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

(d) Prior to commencing performance under this Agreement, Consultant shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Consultant commences performance. If performance of this Agreement shall extend beyond one year, then Consultant shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

11. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold City, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by Consultant (or any individual or entity that Consultant shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of Consultant.

In addition to the foregoing, Consultant shall indemnify, defend and hold harmless City and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of Consultant (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

12. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by Consultant without the prior written consent of City.

13. Damages: In the event that Consultant fails to submit to City the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time set forth herein, or as may be extended by written consent of the parties, Consultant shall pay to City, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for

each day Consultant is in default unless the default is caused by City or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions. Consultant acknowledges that such sum represents a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by Consultant.

14. Independent Contractor: The parties agree that Consultant 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.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

17. Exhibits. The attached Exhibits A and B are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

18. Entire Agreement: 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 and binding. Any modification of this Agreement shall be effective only if it is in writing signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[Consultant name]

[use this signature block if Consultant is a corporation]



☐ Chairperson ☒ President ☐ Vice President



☐ Secretary ☐ Asst. Secretary
☒ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if Consultant is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Mayor

Exhibit B

O. HOURLY FEE SCHEDULE

Principal	\$150.00/hr.
Senior Associate	\$110.00/hr.
Associate	\$95.00/hr.
Landscape Architect	\$90.00/hr.
Project Manager	\$85.00/hr.
Assistance Project Manager	\$70.00/hr.
Landscape Designer	\$60.00/hr.

P. CONTROL OF COST AND SCHEDULES

During the conceptual and production phase of a project, Land Concern monitors project progress through consistent weekly in-office team meetings to discuss current project status and future project goals/schedules. Regular client updates and client/consultant progress meetings are routinely scheduled to maintain project status and communication. In addition, the Project Manager tracks a project's status through regular reviews of set goals and timelines, tracks submittals and approvals through government agency plan checks, and ensures government agency plan check revisions are executed and resubmitted in a timely manner.

Land Concern employs customized office AutoCAD standards and thoroughly reviews all plans in-house to assure quality control.

Land Concern utilizes many techniques throughout the project process to assure the project is on time and within budget. Land Concern initiates client review and approval of schematic and conceptual designs and develops a cost estimate through peer review and input from Landscape and General Contractors for current industry pricing for each project. Land Concern ensures the design stays within the project budget as the design is implemented into construction drawings and, if necessary, will "value engineer" construction documents. Land Concern regularly coordinates with suppliers and vendors for accurate product availability and cost for each project.

During the construction phase, Land Concern uses Newforma Project Center to facilitate coordination, documents field conditions and changes through accurate field notes and project journals, issues construction bulletins to effectively document and communicate all construction changes or revisions in a timely manner. By the use of these tools and organization skills, Land Concern is able to track projects from the schematic phase through construction completion with budget efficiency.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604	CONTACT NAME: Aimee Guesno PHONE (A/C, No, Ext): (714) 731-7700 FAX (A/C, No): (714) 731-7750 E-MAIL: aimee@cornerstonespecialty.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company NAIC # 13056 INSURER B: Travelers Casualty & Surety Co. of 31194 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED LAND CONCERN, LTD. 1750 East Deere Avenue Santa Ana CA 92705	

COVERAGES **CERTIFICATE NUMBER: 17/18 COVERAGES** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADDT'L INSURED/PRIMARY <input checked="" type="checkbox"/> BLNKT WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	PSB0001202 PER FORM #PPB3040212 AS REQUIRED BY WRITTEN CONTRACT	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	PSB0001202	9/1/2017	9/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			PSE0001085	9/1/2017	9/1/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PSW0001180	9/1/2017	9/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY Claims Made			105670845	9/1/2017	9/1/2018	EACH CLAIM \$2,000,000 ANNUAL AGGREGATE \$2,000,000

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

RE: All operations on behalf of the City of Brea

The City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by the City are Additional Insured for General and Non-Owned & Hired Auto Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement, including waiver of subrogation. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered

CERTIFICATE HOLDER

City of Brea Attn: Bill Bowlus 1 Civic Center Circle Brea, CA 92821	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aimee Guesno/AIMEEG
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COMMENTS/REMARKS

claims reported within the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: **PSE0001085**
Named Insured: **Land Concern, Ltd.**

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR DESIGN PROFESSIONALS
EXCESS LIABILITY ENHANCEMENT**

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- B. Additional Insured – Primary/Non-contributory**
C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

- B. Additional Insured – Primary/Non-contributory**

Paragraph K. **Other Insurance** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Paragraph L. **Subrogation** of **SECTION IV – CONDITIONS** is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before a loss

Job Description

Job performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 9/1/2017

Insured Land Concern, Ltd.

Policy No. PSW0001180

Insurance Company RLI Insurance Company

Endorsement No.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated June 18, 2019 for reference purposes and is executed by the City of Brea, a California municipal corporation ("City") and BMLA, Inc., a California Corporation, ("Consultant").

RECITALS

A. City has issued a Request for Proposal pertaining to the performance of the following professional services: landscape design and construction support services for various capital improvement projects on an "as-needed" basis. A full, true and correct copy of such solicitation is attached as Exhibit A.

B. Consultant has submitted a proposal for the performance of such services. A full, true and correct copy of such proposal is attached as Exhibit B.

C. The parties have executed this Agreement to provide for Consultant's performance of such services on City's behalf.

NOW, THEREFORE, the parties agree as follows:

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Tasks: Professional services as described in Exhibit A including (i) preparation of plans, maps, reports, and documents (collectively, "documents"); and (ii) presentation, both oral and in writing, of such documents to City as required.

(b) Services: Such professional services as are necessary to be performed by Consultant in order to complete the assigned Tasks. Consultant will provide services on an "as-needed" (on-call) basis for projects to be determined during the term of this Agreement.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, documents, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibit A.

2. Term:

(a) Base Term: This Agreement is effective as of June 18, 2019 and shall remain in full force and effect until June 18, 2020 unless earlier extended pursuant to paragraph (b) or (c) of this Section, or unless terminated pursuant to Section 8 below.

(b) Extension Options: City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, City shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

(c) Unfinished Tasks: If one or more Tasks will remain unfinished at the expiration of this Agreement, then, at City's sole discretion, the term of this Agreement may be extended to allow Consultant to complete such Task(s).

3. Consultant Responsibilities:

(a) Consultant shall undertake and complete the assigned Tasks in accordance with Exhibit A and applicable laws, all to the reasonable satisfaction of City.

(b) Consultant shall supply copies of all documents, including all supplemental technical documents, in accordance with Exhibit A. City may thereafter review and forward to Consultant comments regarding such documents and Consultant shall thereafter make such revisions to such documents as are deemed necessary. City shall receive revised documents in such form and in the quantities determined necessary by City.

(c) Consultant shall, at its sole cost and expense, secure and hire such other persons as may, in the opinion of Consultant, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by Consultant, Consultant warrants that such persons shall be fully qualified to perform the services. Consultant further agrees that no subcontractor shall be retained by Consultant except as may otherwise be set forth in Exhibit B and upon the prior written approval of City.

4. Compensation:

(a) City shall pay Consultant pursuant to the provisions of Exhibit B for services performed pursuant to this Agreement. Such sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Consultant, except as may otherwise be set forth in Exhibit B.

(b) Payments to Consultant shall be made by City in accordance with the invoices submitted by Consultant, on a monthly basis, and such invoices shall be paid within a reasonable time after receipt by City. All charges shall be in accordance with Consultant's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by City.

(c) Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents. Final payment shall be made not later than 60 days after presentation of final documents and acceptance by City.

(d) Additional services: Payments for additional services, requested in writing by City and not included in Consultant's proposal, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibit B. Charges for additional services shall

be invoiced on a monthly basis and shall be paid by City within a reasonable time after invoices are received by City.

(e) Rate Changes: The fee schedule in Exhibit B shall not be revised during the term of the Contract (including any extension periods) without prior approval by CITY's City Council.

5. Annual Compensation Limit: In no event shall Consultant, or any person claiming by or through Consultant, be paid an aggregate amount in excess of fifty thousand dollars (\$50,000) during a single year of the term this Agreement.

6. City Responsibilities: City shall provide to Consultant:

(a) Information and assistance as set forth in Exhibit A.

(b) Photographically reproducible copies of maps and other information, if available, which Consultant considers necessary in order to complete the Tasks.

(c) Such information as is generally available from City files applicable to the Tasks.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Consultant's responsibility to make all initial contact with respect to the gathering of such information.

7. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Agreement shall be considered the property of City and, upon payment for services performed by Consultant, such documents and other identified materials shall be delivered to City by Consultant. Consultant may, however, make and retain copies of such documents and materials as Consultant may desire.

8. Termination: If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause. City may terminate this Agreement for convenience upon 15 days prior written notice to Consultant. Consultant shall not be compensated for any work performed after City's issuance of a Notice of Termination. Consultant shall provide to City any and all documents, whether in draft or final form, prepared by Consultant as of the date of termination. Consultant may not terminate this Agreement except for cause.

9. Notices and Designated Representatives: Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

My information

Bill Bowlus
Public Works Superintendent
1 Civic Center Circle
Brea, CA 92821
billb@cityofbrea.net

CONSULTANT REPRESENTATIVE

Baxter Miller
President
310 N Joy Street
Corona, CA 92879

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

(a) Compensation insurance: Before beginning work, Consultant shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Consultant may employ directly or through subcontractors in carrying out the services, in accordance with the laws of the State of California. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Consultant, by executing this Agreement, certifies as follows:

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

(b) For all operations of Consultant or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by Consultant in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by Consultant in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least one million dollars and zero cents (\$1,000,000.00) for errors and/or omissions ("malpractice") of Consultant in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to City and shall further be subject to the provisions of subsections (2) and (6) of paragraph (c) of this Section. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of services on City's behalf until three years after the date the services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three years or by a three-year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of services on behalf of City. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard "notice of circumstances" provision.

(5) Other required insurance, endorsements or exclusions as required by Exhibit A.

(6) The policies of insurance required in this Section shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under such policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

(d) Prior to commencing performance under this Agreement, Consultant shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Consultant commences performance. If performance of this Agreement shall extend beyond one year, then Consultant shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

11. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold City, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by Consultant (or any individual or entity that Consultant shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of Consultant.

In addition to the foregoing, Consultant shall indemnify, defend and hold harmless City and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of Consultant (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

12. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by Consultant without the prior written consent of City.

13. Damages: In the event that Consultant fails to submit to City the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time set forth herein, or as may be extended by written consent of the parties, Consultant shall pay to City, as liquidated damages and not as a penalty, the sum of ___N/A___ dollars (\$000.00) per day for

each day Consultant is in default unless the default is caused by City or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions. Consultant acknowledges that such sum represents a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by Consultant.

14. Independent Contractor: The parties agree that Consultant 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.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

17. Exhibits. The attached Exhibits A and B are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

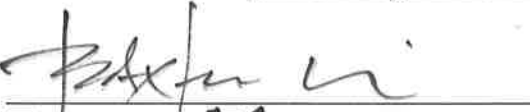
18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

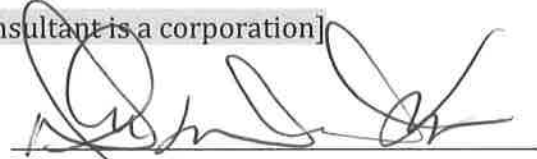
TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[Consultant name]

[use this signature block if Consultant is a corporation]



☐ Chairperson ☒ President ☐ Vice President



☐ Secretary ☐ Asst. Secretary
☒ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if Consultant is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Mayor

HOURLY RATES

Principal	\$200
VP of Operations	\$200
Director of Production	\$150
Senior Project Manager	\$125
Project Manager	\$100
Landscape Designer II	\$ 85
Landscape Designer I	\$ 75
Researcher	\$ 75
Clerical	\$ 45

Expenses, such as reproduction of drawings, costs of postage and delivery shall be billed at cost as a reimbursable expense.

Auto travel shall be charged at the current allowable IRS mileage rate.



City of Corona LMD Turf Replacement on Foothill Boulevard

STATUS OF PAST AND PRESENT CONTRACTS

BMLA has NO past or present contracts within the past five years that have or will end in termination, settlement, or in any legal action.



BAXTE-2

OP ID: HQ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU Ins. Svc.-CorMarc Tasman License# 0E63467 25220 Hancock Ave. #200 Murrieta, CA 92562 CorMarc Agency	951-290-5040	CONTACT NAME: CorMarc Agency PHONE (A/C, No, Ext): 951-290-5040 FAX (A/C, No): 951-278-0664 E-MAIL ADDRESS:
INSURED BMLA Incorporated 310 N Joy Street Corona, CA 92879-1324		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Casualty Ins INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 29424

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

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	ADOL 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	72SBAAR2782	08/11/2018	08/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	72SBAAR2782	08/11/2018	08/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			72SBAAR2782	08/11/2018	08/11/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Y	72WECGG3960	08/11/2018	08/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: All operations on behalf of the City of Brea
City of Brea is named as Additional Insured in respects to General Liability and Commercial Auto, Waiver of Subrogation applies to General Liability and Commercial Auto both coverages per SS00080405 Endorsement attached when required by Written & Signed Contract, Waiver of Subrogation

OK H/E 8/20/18

CERTIFICATE HOLDER

CANCELLATION

BREA1CI

City of Brea
Bill Bowlus
1 Civic Center
Brea, CA 92822

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

NOTEPAD:

HOLDER CODE **BREA1CI**
INSURED'S NAME **BMLA Incorporated**

BAXTE-2
OP ID: HO

PAGE **2**
Date **08/20/2018**

applies to Work Comp per WC040306.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CorRisk Solutions 225 W. Washington St. Suite 1560 Chicago, IL 60606	CONTACT NAME: Karen Bronson	PHONE (A/C, No, Ext): 312-637-5755	FAX (A/C, No, Ext):
		E-MAIL ADDRESS: kbronson@corriskolutions.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: New Hampshire Insurance Company		23841
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

INSURED
BMLA, Inc.
310 North Joy Street
Corona, CA 92879

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURANCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			DOES NOT APPLY			EACH OCCURANCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064991442-02	04/01/18	04/01/19	Per Occurrence: \$1,000,000 Annual Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)

All operations (subject to policy terms and conditions) on behalf of the City of Brea

CERTIFICATE HOLDER

CANCELLATION

City of Brea Attn: Bill Bowlus 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



BAXTE-2

OP ID: HO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2018

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PRODUCER ISU Ins. Svc.-Cormarc Tasman License# 0E63467 25220 Hancock Ave. #200 Murrieta, CA 92562 CorMarc Agency	951-290-5040	CONTACT NAME: CorMarc Agency PHONE (A/C, No, Ext): 951-290-5040 FAX (A/C, No): 951-278-0664 E-MAIL ADDRESS:
INSURED BMLA Incorporated 310 N Joy Street Corona, CA 92879-1324		INSURER(S) AFFORDING COVERAGE INSURER A : The Hartford Casualty Ins INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 29424

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	72SBAAR2782	08/11/2018	08/11/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			72SBAAR2782	08/11/2018	08/11/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			72SBAAR2782	08/11/2018	08/11/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	72WECGG3960	08/11/2018	08/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: All operations on behalf of the City of Brea
City of Brea is named as Additional Insured in respects to General Liability, Waiver of Subrogation applies to General Liability both coverages per SS00080405 endorsement attached when required by Written & Signed Contract, Waiver of Subrogation applies to Work Comp per WC040306.

CERTIFICATE HOLDER

CANCELLATION

BREA1CI City of Brea Bill Bowlus 1 Civic Center Brea, CA 92822	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "Insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
 - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of those services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur;
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily Injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an Insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily Injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily Injury" to:

- (1) An "employee" of the Insured arising out of and in the course of:
 - (a) Employment by the insured; or

- (b) Performing duties related to the conduct of the insured's business; or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily Injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the Insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business; or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company; and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F, – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured, and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3, above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or Insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations; or products and completed operations; for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

0. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C, is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C, is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 - 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 - 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 - 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
 - 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style or "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you, and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 72 WEC GG3960

Endorsement Number:

Effective Date: 08/11/18

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: BMLA INCORPORATED

310 N JOY ST
CORONA CA 92879

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____ Authorized Representative

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated June 18, 2019 for reference purposes and is executed by the City of Brea, a California municipal corporation ("City") and Nuvis Landscape Architecture, a California based S Corporation ("Consultant").

RECITALS

A. City has issued a Request for Proposal pertaining to the performance of the following professional services: landscape design and construction support services for various capital improvement projects on an "as-needed" basis. A full, true and correct copy of such solicitation is attached as Exhibit A.

B. Consultant has submitted a proposal for the performance of such services. A full, true and correct copy of such proposal is attached as Exhibit B.

C. The parties have executed this Agreement to provide for Consultant's performance of such services on City's behalf.

NOW, THEREFORE, the parties agree as follows:

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Tasks: Professional services as described in Exhibit A including (i) preparation of plans, maps, reports, and documents (collectively, "documents"); and (ii) presentation, both oral and in writing, of such documents to City as required.

(b) Services: Such professional services as are necessary to be performed by Consultant in order to complete the assigned Tasks. Consultant will provide services on an "as-needed" (on-call) basis for projects to be determined during the term of this Agreement.

(c) Completion of Tasks: The date of completion of all assigned Tasks, including any and all procedures, documents, meetings and oral presentations regarding the completion of Tasks as set forth in Exhibit A.

2. Term:

(a) Base Term: This Agreement is effective as of June 18, 2019 and shall remain in full force and effect until June 18, 2020 unless earlier extended pursuant to paragraph (b) or (c) of this Section, or unless terminated pursuant to Section 8 below.

(b) Extension Options: City shall have three options by which it may extend the term of this Agreement by one year at a time in its sole discretion. The extension options may be exercised sequentially or concurrently. To exercise an extension option, City shall give written notice to Consultant at least 30 days prior to the then-scheduled expiration date.

(c) Unfinished Tasks: If one or more Tasks will remain unfinished at the expiration of this Agreement, then, at City's sole discretion, the term of this Agreement may be extended to allow Consultant to complete such Task(s).

3. Consultant Responsibilities:

(a) Consultant shall undertake and complete the assigned Tasks in accordance with Exhibit A and applicable laws, all to the reasonable satisfaction of City.

(b) Consultant shall supply copies of all documents, including all supplemental technical documents, in accordance with Exhibit A. City may thereafter review and forward to Consultant comments regarding such documents and Consultant shall thereafter make such revisions to such documents as are deemed necessary. City shall receive revised documents in such form and in the quantities determined necessary by City.

(c) Consultant shall, at its sole cost and expense, secure and hire such other persons as may, in the opinion of Consultant, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by Consultant, Consultant warrants that such persons shall be fully qualified to perform the services. Consultant further agrees that no subcontractor shall be retained by Consultant except as may otherwise be set forth in Exhibit B and upon the prior written approval of City.

4. Compensation:

(a) City shall pay Consultant pursuant to the provisions of Exhibit B for services performed pursuant to this Agreement. Such sum(s) shall cover the costs of all staff time and all other direct and indirect costs or fees, including the work of employees and subcontractors to Consultant, except as may otherwise be set forth in Exhibit B.

(b) Payments to Consultant shall be made by City in accordance with the invoices submitted by Consultant, on a monthly basis, and such invoices shall be paid within a reasonable time after receipt by City. All charges shall be in accordance with Consultant's proposal either with respect to hourly rates, time and materials, or lump sum amounts for individual tasks, as approved, in writing, by City.

(c) Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents. Final payment shall be made not later than 60 days after presentation of final documents and acceptance by City.

(d) Additional services: Payments for additional services, requested in writing by City and not included in Consultant's proposal, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in Exhibit B. Charges for additional services shall

be invoiced on a monthly basis and shall be paid by City within a reasonable time after invoices are received by City.

(e) **Rate Changes:** The fee schedule in Exhibit B shall not be revised during the term of the Contract (including any extension periods) without prior approval by CITY's City Council.

5. **Annual Compensation Limit:** In no event shall Consultant, or any person claiming by or through Consultant, be paid an aggregate amount in excess of fifty thousand dollars (\$50,000) during a single year of the term this Agreement.

6. **City Responsibilities:** City shall provide to Consultant:

(a) Information and assistance as set forth in Exhibit A.

(b) Photographically reproducible copies of maps and other information, if available, which Consultant considers necessary in order to complete the Tasks.

(c) Such information as is generally available from City files applicable to the Tasks.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be Consultant's responsibility to make all initial contact with respect to the gathering of such information.

7. **Ownership of Documents:** All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Agreement shall be considered the property of City and, upon payment for services performed by Consultant, such documents and other identified materials shall be delivered to City by Consultant. Consultant may, however, make and retain copies of such documents and materials as Consultant may desire.

8. Termination: If Consultant breaches this Agreement and fails to cure such breach within seven days of written notice, then City may immediately terminate this Agreement for cause. City may terminate this Agreement for convenience upon 15 days prior written notice to Consultant. Consultant shall not be compensated for any work performed after City's issuance of a Notice of Termination. Consultant shall provide to City any and all documents, whether in draft or final form, prepared by Consultant as of the date of termination. Consultant may not terminate this Agreement except for cause.

9. Notices and Designated Representatives: Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail or facsimile before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail or facsimile after the receiving party's regular business hours; or (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

My information

Bill Bowlus
Public Works Superintendent
1 Civic Center Circle
Brea, CA 92821
billb@cityofbrea.net

CONSULTANT REPRESENTATIVE

Perry A. Cardoza
President
3151 airway Ave., J3
Costa Mesa, CA 92626

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

(a) Compensation insurance: Before beginning work, Consultant shall furnish to City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom Consultant may employ directly or through subcontractors in carrying out the services, in accordance with the laws of the State of California. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Labor Code Section 3700, every contractor shall secure the payment of compensation to its employees. Consultant, by executing this Agreement, certifies as follows:

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

(b) For all operations of Consultant or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by Consultant in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by Consultant in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least one million dollars and zero cents (\$1,000,000.00) for errors and/or omissions ("malpractice") of Consultant in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to City and shall further be subject to the provisions of subsections (2) and (6) of paragraph (c) of this Section. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of services on City's behalf until three years after the date the services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three years or by a three-year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of services on behalf of City. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard "notice of circumstances" provision.

(5) Other required insurance, endorsements or exclusions as required by Exhibit A.

(6) The policies of insurance required in this Section shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under such policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by the City of Brea of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

(d) Prior to commencing performance under this Agreement, Consultant shall furnish City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by City before Consultant commences performance. If performance of this Agreement shall extend beyond one year, then Consultant shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

11. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold City, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by Consultant (or any individual or entity that Consultant shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of Consultant.

In addition to the foregoing, Consultant shall indemnify, defend and hold harmless City and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of Consultant (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

12. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by Consultant without the prior written consent of City.

13. Damages: In the event that Consultant fails to submit to City the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of City, within the time set forth herein, or as may be extended by written consent of the parties, Consultant shall pay to City, as liquidated damages and not as a penalty, the sum of ___N/A___ dollars (\$000.00) per day for

each day Consultant is in default unless the default is caused by City or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions. Consultant acknowledges that such sum represents a reasonable endeavor by the parties to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by Consultant.

14. Independent Contractor: The parties agree that Consultant 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.

15. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

17. Exhibits. The attached Exhibits A and B are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

18. Entire Agreement: 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 and binding. Any modification of this Agreement shall be effective only if it is in writing signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

[Consultant name]

[use this signature block if Consultant is a corporation]



☐ Chairperson ☒ President ☐ Vice President



☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[use this signature block if Consultant is a limited liability company]

Manager

Manager

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Mayor

HOURLY RATES:

Professional services (including portal to portal domestic travel time) performed on an hourly basis will be billed at the following personnel rates.

Corporate Principal	\$200.00/hour
Principal	170.00/hour
Senior Associate	155.00/hour
Associate	140.00/hour
CADD Technician I	130.00/hour
CADD Technician II	120.00/hour
Administrative	85.00/hour

DIRECT PROJECT EXPENSES:

Direct Project Expenses (DPE) shall be billed to the CLIENT in addition to fees for professional scope of services at the multiplier of 1.15% of actual cost. They include, but may not be limited to, production 'materials' or expenditures on behalf of the project, including: computer related expenses (ie: plotting and digital transfer items); domestic courier delivery service and postage/ shipping/ overnight delivery; facsimile (outgoing); photography and related supplies; applicable travel expenses (including mileage at the current IRS rate); in-house printing/reproduction; special insurance coverage; and subconsultants not retained by the CLIENT.

2018 HOURLY RATES AND EXPENSE REIMBURSEMENT

Project Management

Assistant Project Manager	\$140.00
Project Manager	\$185.00
Principal-in-Charge	\$200.00

Engineers/Designers

CAD Designer	\$90.00
Sr. CAD Designer	\$110.00
Engineering Intern	\$45.00
Engineer 1	\$90.00
Engineer 2	\$110.00
Engineer 3	\$125.00
Project Engineer	\$135.00
Senior Engineer	\$165.00

Expert Witness

Engineer Review & Reports	\$200.00
Depositions	\$240.00
Court Testimony	\$265.00

Construction

Construction Manager	\$165.00
Observation	\$135.00 (4 Hour Minimum)

General & Administrative

Project Assistant	\$65.00
Graphic Artist	\$120.00

Reimbursable Costs

Copies	\$0.15/Each
Color Copies	\$0.40/Each
Large Format Copies	\$0.40/S.F.
Mileage	\$0.55/mile or Current GSA Mileage Rate
Other Direct Costs, Travel	Cost + 10%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates DRA License 0020739 P. O. Box 10550 Santa Ana CA 92711-0550	CONTACT NAME:	
	PHONE (A/C, No, Ext): 714-427-6810	FAX (A/C, No): 714-427-6818
INSURED NUVIS 3151 Airway Avenue Suite J1-J3 Costa Mesa CA 92626	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Co of Ameri	NAIC # 25674
	INSURER B: Travelers Casualty & Surety Co. America	NAIC # 31194
	INSURER C: Travelers Indemnity Co. of Connecticut	NAIC # 25682
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2068094306

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	6806H244891	10/29/2017	10/29/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA5527L842	10/29/2017	10/29/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP7412Y279	10/29/2017	10/29/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	UB7J274169	10/29/2017	10/29/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims Made			105712210	10/29/2017	10/29/2018	Per Claim \$2,000,000 Annual Aggr. \$2,000,000

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

General Liability policy excludes claims arising out of the performance of professional services.

Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.

RE: All operations as pertains to the named insured -- the City of Brea is named as an additional insured as respects general and auto liability as required per written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

City of Brea Brea Service Center 545 N Berry St 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

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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NUVIS

Endorsement Effective Date: 10/29/2017

SCHEDULE

Name Of Person(s) Or Organization(s): RE: All operations as pertains to the named insured
-- the City of Brea

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB7J274169

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

**ALL PERSONS OR ORGANIZATIONS
THAT REQUIRES YOU TO OBTAIN
EXECUTED THE CONTRACT BEFORE**

Job Description

**THAT ARE PARTIE TO A CONTRACT
THIS AGREEMENT, PROVIDED YOU
THE LOSS.**

DATE OF ISSUE: 9/4/2018

ST ASSIGN: CA

017106

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 06/18/2019

SUBJECT: Professional Services Agreement with DMS Consultants, Inc. on Design Services for Alley Rehabilitation Projects, CIP Project Numbers 7319, 7320, 7321

RECOMMENDATION

Approve Professional Services Agreement (PSA) with DMS Consultants, Inc. in the amount of \$35,850 plus 10% contingency for the Design of Alley Rehabilitation Project Numbers 7319, 7320, 7321.

BACKGROUND/DISCUSSION

The Alley Rehabilitation Project consists of three (3) Capital Improvement Projects. These projects will rehabilitate the alley west of Flower Avenue between Date Street and Imperial Highway (PN 7319), the alley west of Sycamore Between Elm Street and Date Street (PN 7320), and the alley west of Walnut Avenue between Acacia Street and Fir Street (PN 7321). The existing pavement has exceeded its service life and is in poor condition. The selection of these alleys for rehabilitation is based on the ranking in accordance with the City's Pavement Management Plan (PMP). Due to similar type of work, combining these projects will result in more competitive bids and will save time in project administration. See attached for project location map.

To construct the projects, staff issued a Request for Proposals (RFP) for professional design services on April 12, 2019 and received proposals from the following firms:

1. Coory Engineering
2. DMS Consultants, Inc.
3. Fine Line Systems

The proposals were reviewed and rated based on the firms' relevant civil engineering design experience, understanding of the scope of work, qualifications of proposed project team, work schedule and cost effectiveness. Copies of the proposals are on file in the office of the City Engineer. DMS Consultants, Inc. was ranked the highest. DMS Consultants, Inc. submitted the most comprehensive proposal with a detailed work plan and recommended engineering design solutions that met the City's timelines and design requirements. If approved, DMS Consultants, Inc. is prepared to start design immediately following issuance of a Notice to Proceed.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their May 14, 2019 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

A combined total project budget of \$515,000 was approved for FY 2018-19, with the following breakdown:

CIP Project	Measure M (Fund 260)	Gas Tax (Fund 220)	Total Budget
7319	\$165,000		\$165,000
7320		\$165,000	\$165,000
7321		\$185,000	\$185,000
			\$515,000

Funding for project numbers 7319, 7320, 7321 is coming from Measure M (Fund 260) and Gas Tax (Fund 220). Staff is recommending that a Professional Services Agreement for the design of these projects to be approved in the amount not-to-exceed \$35,850 plus 10% contingency. There is no impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Eric Nhan, Assistant Engineer

Concurrence: Michael Ho, P.E., Deputy Director of Public Works / City Engineer

Concurrence: Tony Olmos, P.E., Director of Public Works

Attachments

Agreement

Project Maps

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of ____, 2019, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and **DMS Consultants Civil Engineers, Inc.** (hereinafter referred to as "CONSULTANT"),

A. Recitals

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the preparation of CIP Project 7319, 7320 and 7321 ("Project" hereafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of which proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY's Planning Commission, City Council and staff in preparation of Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Project: The preparation of street improvement plans described in Exhibit "A" hereto including, but not limited to, the preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the project.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings regarding the adoption of street improvement plans as set forth in Schedule 1 of Exhibit "A" hereto.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all

supplemental technical documents, as described in Exhibits "A" and "B" to CITY within the time specified in Schedule 1 of Exhibit "A". Copies of the documents shall be in such numbers as are required in Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum sum of Thirty Five Thousand Eight Hundred and Fifty Dollars (\$35,850.00) for the performance of the services required hereunder, plus a contingency of Three Thousand Five Hundred and Eighty Five Dollars (\$3,585.00). This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. CITY must

receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "B". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "B" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task totals described in Exhibits "A" and "B" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of the amount set forth in Section 3 (a).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment

shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

(d) Additional seNices: Payments for additional seNices requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "B" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B". Charges for additional seNices shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Written Product:

(a) Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONSULTANT in the performance of this Agreement (collectively, "Written Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Written Product shall be considered to be "works made for hire", and all Written

Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Written Product.

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

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

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be paid on a pro-rata basis with respect to the percentage of the Project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

Michael Ho, P.E.
City Engineer/ Deputy Director of Public Works
1 Civic Center Circle
Brea, CA 92821

CONSULTANT REPRESENTATIVE

Surender Dewan, P.E., President
OMS Consultants Civil Engineers, Inc.
12371 Lewis Street, Suite 203
Garden Grove, CA 92840

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit

thereof in the United States mail, postage prepaid and properly addressed as set forth above.

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

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

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

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

(b) For all operations of the CONSULTANT or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONSULTANT in the performance of this Agreement.

(2) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(3) Professional Errors and Omissions Liability (if required by the RFP) - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least two million dollars (\$2,000,000.00) for errors and/or omissions ("malpractice") of CONSULTANT in the performance of this Agreement. Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY's behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of

work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard "notice of circumstances" provision, and shall be subject to the requirements of subsections (1), (2), (5), (6), (7), and (9) of Section 8 (c).

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(b) shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1) and (2) of Section 8(b), above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated AII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to CITY.

(d) Prior to commencing performance under this Agreement, the CONSULTANT shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONSULTANT commences performance. If performance

of this Agreement shall extend beyond one (1) year, CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnity for Design Professional Services.

9.1 In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

9.2 Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by this Section 9.1, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising

from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section 9.2 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

10. Assignment and Subcontracting: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused

by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

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

applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section..


13. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, experts' fees, and all other costs of litigation from the opposing party in an amount determined by the court to be reasonable.

15. Entire Agreement: 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 and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties. In the event of any inconsistency between this document and any of the Exhibits, the provisions of this document shall govern over the Exhibits, and the provisions of Exhibit A shall govern over the provisions of Exhibit B.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the day and year first set forth above:

CONSULTANT

 6/12/19
Surrender Dewan, President
(two signatures required if corporation)

CITY

City Manager or Mayor

ATTEST:

City Clerk



Project Location Map

Project 7319, 7320, 7321



Scale: 1 in = 550 ft

Printed 3/29/2019

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Yvonne Lopez, Executive Assistant

DATE: 06/18/2019

SUBJECT: Professional Services Agreement with Calabrese Architect for Design Services for the Civic Center Security System Improvement Project (CIP 7954)

RECOMMENDATION

1. Approve agreement with Calabrese Architect in the amount of \$30,000; and
2. Approve a 10% design contingency

BACKGROUND/DISCUSSION

The City of Brea has a multi-million dollar seven year Capital Improvement Program (CIP) that includes various projects under six categories. Included in the current CIP, under the Facility Improvements category, is the Civic Center Security System Improvement Project (CIP 7954).

The scope of the overall project is to install a number of doors behind the public counters to close off open aisles in order to prevent unauthorized public access to the “back-of-house.” In addition, the project would also install a glass partition wall from the 3rd floor lobby area to the Executive Conference Room to isolate a path that will be used for after-hours access to this conference room for meetings, such as City Council Closed and Study Session meetings. Finally, the project would expand the current conference room located near the Community Development/Engineering counter and install a partition wall to allow for flexible meeting space. To control access, the mentioned doors would include keycard portals.

The scope of Design Services with Calabrese Architect is to prepare design development drawings, prepare construction development documents, and provide support during bid and construction phases. The proposed fee for these services will not exceed \$30,000. Keycard access design is not part of the scope-of-work and will be handled through a separate contract with another vendor.

Calabrese Architect was selected under a sole-source procurement to maintain continuity on past Civic Center tenant improvement work the firm has successfully completed for the City of Brea within the last year. The firm completed the pre-design and schematic design phases for this project and produced improvement options for a fee of \$10,000. Finally, within the last few years, Calabrese Architect also prepared high quality construction documents for the City Hall Park Storage facility & gazebo, ADA Ramp at the Scout Center, ADA improvements at the Senior Center, Police Records remodel and police locker room renovation, which have been constructed. If approved, the project plans are expected to be completed by the end of August 2019. Construction is expected to begin in early November.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their June 11, 2019 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

There are sufficient funds in Capital Improvement Program Project No. 7954 to fund the proposed scope of services. The project is funded by the Fixed Asset Replacement Program. There will be no General Fund impact.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Tony Olmos, P.E., Director of Public Works

Attachments

PSA

Exhibit A - Proposal

Insurance

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of June, 2019, between the City of Brea, a Municipal Corporation (hereinafter referred to as "CITY") and Calabrese Architect (hereinafter referred to as "CONSULTANT"),

A. Recitals

(i) CITY has heretofore previously selected CONSULTANT under a sole-source procurement. In an effort to maintain continuity on past Civic Center tenant improvement work successfully completed by the same CONSULTANT within the last year, CITY desires to retain Consultant pertaining to the performance of professional services with respect to design services for the Civic Center Security System Improvement Project (CIP 7954) ("Project" hereafter).

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of which proposal is attached hereto as Exhibit "A" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY, CITY's Planning Commission, City Council and staff in preparation of Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Project: The preparation of documents described in Exhibit "A" hereto including, but not limited to, the preparation of maps, surveys, reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the project.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings regarding the adoption of design services for the Civic Center Security System Improvement Project (CIP 7954) shall be one year from the date of this agreement unless terminated pursuant to Section 6 below.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibit "A" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all

supplemental technical documents, as described in Exhibit "A" to CITY within the time specified in Exhibit "A". Copies of the documents shall be in such numbers as are required in Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. CITY shall receive revised documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B2(b) may be extended upon written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. CITY agrees as follows:

(a) To pay CONSULTANT a maximum sum of thirty thousand dollars and zero cents (\$30,000.00) for the performance of the services required hereunder, plus a contingency of ten percent of the maximum project sum, equivalent to three thousand dollars and zero cents (\$3,000.00). This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth

below. CITY must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "A". It will be the CITY's sole discretion to authorize the use of the contingency funds and the CITY must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "A" that has not received prior written approval by CITY is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, (i) in no event shall the totality of said invoices exceed 95% of the individual task totals described in Exhibit "A" and (ii) further provided that in no event shall CONSULTANT, or any person claiming by or through CONSULTANT be paid an aggregate amount in excess of the amount set forth in Section 3 (a).

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to CITY. Final payment

shall be made not later than 60 days after presentation of final documents and acceptance thereof by CITY.

(d) Additional services: Payments for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A". Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

(e) Rate Changes: The fee schedule in Exhibit A shall not be revised during the term of the Contract (including any extension periods) without prior approval by CITY's City Council.

4. CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Written Product:

(a) Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital

files, and/or or other media created or developed for the CITY by CONSULTANT in the performance of this Agreement (collectively, "Written Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Written Product shall be considered to be "works made for hire", and all Written Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Written Product.

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

(c) CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Written Product produced under this Agreement, and that CITY has full legal title to and the right to reproduce the Written Product. CONSULTANT shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Product is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of

protecting intellectual property rights and/or interests in product or inventions.

Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Written Product produced under this Agreement. In the event the use of any of the Written Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

6. Termination: This Agreement may be terminated by CITY upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be paid on a pro-rata basis with respect to the percentage of the Project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

CITY REPRESENTATIVE

**Tony Olmos, P.E.
Director of Public Works
1 Civic Center Circle
Brea, CA 92821**

CONSULTANT REPRESENTATIVE

**Joe A. Calabrese AIA
Architect
3660 West Temple Avenue, Suite 110
Pomona, CA 91768**

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

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

(a) Workers Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in

accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every contractor shall secure the payment of compensation to his employees.

CONSULTANT, by executing this Agreement, certifies as follows:

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

(b) For all operations of the CONSULTANT or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONSULTANT in the performance of this Agreement.

(2) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(3) Professional Errors and Omissions Liability (if required by the RFP) - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least **two million dollars (\$2,000,000.00)** for errors and/or

omissions (“malpractice”) of CONSULTANT in the performance of this Agreement.

Such policy may be subject to a deductible or retention in an amount acceptable to CITY and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on CITY’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard “notice of circumstances” provision, and shall be subject to the requirements of subsections (1), (2), (5), (6), (7), and (9) of Section 8 (c).

(4) The policies of insurance required in this Section 8(b) shall have no less than the following limits of coverage:

- (i) \$2,000,000 (Two Million Dollars) for bodily injury or death;
- (ii) \$2,000,000 (Two Million Dollars) for property damage;
- (iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1) and (2) of Section 8(b), above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A/VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to CITY.

(d) Prior to commencing performance under this Agreement, the CONSULTANT shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONSULTANT commences performance. If performance of this Agreement shall extend beyond one (1) year, CONSULTANT shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnity for Design Professional Services.

9.1 In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its

officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

9.2 Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by this Section 9.1, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT's duty to defend pursuant to this Section 9.2 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

10. Assignment and Subcontracting: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONSULTANT without the prior written consent of CITY.

11. Damages: In the event that CONSULTANT fails to submit to CITY the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of N/A dollars (\$000.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: CONSULTANT is retained by CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. CONSULTANT shall be free to dispose of all portions of CONSULTANT's time and activities which CONSULTANT is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONSULTANT shall have no power

to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement.

CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and CONSULTANT's employees. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section..

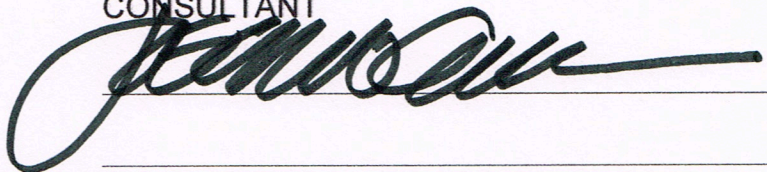
13. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover attorneys' fees, experts' fees, and all other costs of litigation from the opposing party in an amount determined by the court to be reasonable.

15. Entire Agreement: 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 and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties. In the event of any inconsistency between this document and Exhibit A, the provisions of this document shall govern over Exhibit A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT



(two signatures required if corporation)

CITY

City Manager or Mayor

ATTEST:

City Clerk

Friday, May 10, 2019

Tony Olmos, P.E.
Public Works Director
City of Brea Public Works Department
545 N. Berry St.
Brea CA 92821

Regarding: 3rd Floor Security Improvement Proposal

Tony Olmos,

Thank you for the opportunity to submit this proposal for your 3rd Floor Security Improvement Project. Attached is a "Proposal" with scope of work & fee and a "Rate Sheet" for your review and approval.

Sincerely,



Joe A. Calabrese AIA
Architect

CalabreseArchitect

Existing Agreement - \$10,000.00 not to exceed without prior authorization

Pre-Design Phase: \$ 3,500.00

Schematic Design Phase: \$ 6,500.00

Balance Available \$1,493.65

Balance to complete this phase of work includes: Project meeting, OOM Estimate of construction cost.
(about 13 hours x \$120.00)

Additional Service Agreement - \$30,000.00 not to exceed without prior authorization

Design Development Phase: \$7,200.00

Includes: Establish and describe the size and character of the entire project in more detail. Drawings will include floor plan, sections and elevations. Update 3D visualization as needed. Outline specifications listing major materials and finishes as well as general description of how mechanical and electrical systems can be accommodated. Material samples for review. Coordinate with mechanical, electrical, and structural engineers and other consultants as needed. Further refine the estimate of construction cost. (about 60 hours x \$120.00)

Construction Development Phase: \$7,200.00

Includes: Prepare the detailed working drawings and specifications that the contractor will use to establish final construction prices and to build the project. Assist the owner in filing documents for the approval of governmental authorities permits. Coordinate with structural engineer and other consultants as needed. Further refine the estimate of construction cost. (about 60 hours x \$120.00)

Bid Phase: \$2,400.00

Includes: Answers questions and clarifies drawing and specifications for the owner and contractors. Assists the owner in obtaining bids or negotiated proposals from contractors. Assists owner in awarding contracts for construction. (about 20 hours x \$120.00)

Construction Administration Phase: \$7,200.00

Includes: Assists owner during construction. Visits the site at intervals agreed to by the owner (about 4) to help verify that the contractor's work is consistent with the contract drawings and specifications. Assists with Review of RFI's, payments and change orders. Coordinate with mechanical, electrical, and structural engineers and other consultants as needed. Informs owner and contractor of work that requires correction. Update plans to indicate "as-built" condition (about 60 hours x \$120.00)

Engineering: \$6,000.00

Includes: Structural engineering of movable partition support and attachments, partition/storefront system support and attachments (about 2,000 x1.5). Mechanical & Electrical engineering consultation (about 2,000 x1.5)

Above Includes:

PDF / DWG Base files

Travel mileage

In-house work prints

Above Excludes:

Engineered plans for modifications to mechanical & electrical systems (none anticipated)

Engineered plans for modifications to security and access control systems (by others)

Engineered plans for modifications to fire sprinkler systems (none anticipated)

Prints and shipping (pdf is provided for your printing use)

Proposal

CalabreseArchitect

ITEM

UNIT COST

PROFESSIONAL SERVICE

ARCHITECT	\$150.00 / HR
STAFF (ADMIN & TECH)	\$85.00 / HR
CONSULTANT (ENGINEER OR LANDSCAPE ARCHITECT)	1.5 X COST

REIMBURSABLE EXPENSES

MISC.

PROJECT RLATED GOVERNMENT FEES/TAXES	1.2 X COST
PRESENTATION MATERIALS, MISC.	1.2 X COST
SHIPPING	1.2 X COST
TRAVEL EXPENSES OUTSIDE OF SO. CAL.	1.2 X COST

PRINTS

OUTSIDE PROVIDER OF PRINTS/COPIES (PRINT SERVICE)	1.2 X COST
IN-HOUSE PRINTS/COPIES PROVIDED TO CLIENT OR OTHERS ON CLIENT'S BEHALF	
8.5X11	.10 B/W / PAGE
8.5X11	.40 COLOR / PAGE
8.5X14	.15 B/W / PAGE
8.5X14	.60 COLOR / PAGE
11X17	.20 B/W / PAGE
11X17	.90 COLOR / PAGE
IN-HOUSE WORKING PRINTS/COPIES	INCLUDED, NO EXTRA CHARGE

ELECTRONIC FILES

NO COMPUTER COMPATIBILITY WARRANTY	
PDF	INCLUDED, NO EXTRA CHARGE
DWG	INCLUDED, NO EXTRA CHARGE
DXF	INCLUDED, NO EXTRA CHARGE
JPEG	INCLUDED, NO EXTRA CHARGE
WORD	INCLUDED, NO EXTRA CHARGE

Rate Sheet



CERTIFICATE OF LIABILITY INSURANCE

OP ID: NH

DATE (MM/DD/YYYY)

06/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Unickel & Associates Insurance Unickel & Assoc. Lic#0827703 P.O. Box 10727 San Bernardino, CA 92423-0727		CONTACT NAME: Nicole Hush PHONE (A/C, No, Ext): 909-890-9707 FAX (A/C, No): 909-890-9237 E-MAIL ADDRESS: Nhush@unickelinsurance.com PRODUCER CUSTOMER ID #: JOEAC-1	
INSURED Joe A. Calabrese - Architect 3660 W. Temple Ave., Suite 110 Pomona, CA 91768		INSURER(S) AFFORDING COVERAGE INSURER A: Trvlrs Prop Cas Co of America INSURER B: Liberty Insurance Underwriters INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25674 19917	

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.

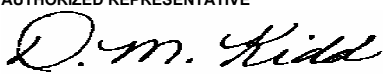
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	X	680-6H285652-18-47	10/22/2018	10/22/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/>						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	X	680-6H285652-18-47	10/22/2018	10/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
B	Professional Liab			AEXNYAA7WSN003	10/09/2018	10/09/2019	Ea Claim 2,000,000 Agg 2,000,000

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

Cert Holder is named additional insured with Waiver of Subrogation Regarding General Liability, Hired & Non Owned Auto, per attached endorsement.

*Except 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

BREA002 City of Brea Attn: Eric Aulls 1 Civic Center Circle Level 2 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 
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POLICY NO. 680-1100P184-TIL-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-12-2019

GROUP:

POLICY NUMBER: 1655547-2018

CERTIFICATE ID: 36

CERTIFICATE EXPIRES: 12-01-2019

12-01-2018/12-01-2019

THIS CERTIFICATE SUPERSEDES AND CORRECTS

CERTIFICATE # 35 DATED 12-01-2018

CITY OF BREA
 TONY OLMOS
 1 CIVIC CENTER CIR
 BREA CA 92821-5792

SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2018-12-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
 CITY OF BREA

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2019-06-12 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
 CITY OF BREA

EMPLOYER

CALABRESE, JOE A. AND CALABRESE, DEBRA C. DBA:
 JOE A CALABRESE ARCHITECT
 3660 W TEMPLE AVE STE 110
 POMONA CA 91768

[VMS,CN]



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 06-12-2019

GROUP:

POLICY NUMBER: 1655547-2018

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 TONY OLMOS
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This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

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 CITY OF BREA

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2019-06-12 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:
 CITY OF BREA

EMPLOYER

CALABRESE, JOE A. AND CALABRESE, DEBRA C. DBA:
 JOE A CALABRESE ARCHITECT
 3660 W TEMPLE AVE STE 110
 POMONA CA 91768

[VMS,CN]

WAIVER OF SUBROGATION NOTICE

Enclosed is your copy of a certificate of insurance on which the certificate holder required a waiver of subrogation:

1. Please be advised that a waiver of subrogation requires that a 3% surcharge will be applied by State Fund ONLY to the premium assessed on the payroll of your employees earned while engaged in work for that certificate holder who requested the waiver. (Note: if you have no employee payroll on that job, then there is no charge.)
2. To apply the 3% surcharge, you must also agree to maintain accurately segregated payroll records for employees engaged in work on job/s for the certificate holder who has the waiver. The payroll records are subject to verification by an auditor.

Example:

Payroll for job:	\$5,000.00
Sample Rate:	13.30%

Regular Premium equals:	\$ 665.00
Surcharge:	3.00%

Additional Waiver charge:	\$ 19.95
Total premium equals	\$ 684.95 (665.00 + 19.95)

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 06/18/2019

SUBJECT: Concrete Maintenance Agreement for the Removal and Replacement of Sidewalks, Curbs, and Gutters throughout the City

RECOMMENDATION

1. Award contract to CT&T Concrete Paving, Inc. in the amount of \$180,000 for a period of one (1) year and
2. Authorize City Manager to approve up to four (4) additional one (1) year extensions in the annual amount of \$180,000.

BACKGROUND/DISCUSSION

Staff prepared a Request for Proposal and posted the information on the CIPList.com website in March 2019 for contractors to view and download project information. Due to the limited ability to perform extensive concrete removal and replacement with current staffing levels, the Public Works Department relies on contract support to accomplish needed services. This includes sidewalk, curb and gutter removal and replacement in addition to other miscellaneous concrete flat work.

Of the 11 contractors who downloaded the RFP information, five contractors submitted proposals. On April 23, 2019, the top three contractors were invited to participate in interviews held to determine their capabilities of furnishing employees and equipment necessary to perform the work at a competitive price and meet the City of Brea's requirements for customer care and quality work.

Staff found CT&T Concrete Paving Inc. pricing the most effective for the needs of the City, with a slight savings over the next lowest contractor based on the removal and replacement of concrete sidewalk (sidewalk per square foot pricing listed below). The interview process showed all four contractors as being capable of performing this service, with CT&T Concrete Paving, Inc. scoring better than Gentry General Engineering, Inc. in interview results and pricing. We are recommending that the contract be awarded to CT&T Concrete Paving Inc.

After review of the interview results and pricing, staff ranked bidders as follows:

1.	CT&T Concrete Paving, Inc. - Sidewalk Removal & Replacement per sqft cost	\$10.00
2.	Gentry General Engineering, Inc - Sidewalk Removal & Replacement per sqft cost	\$10.50

3.	Golden State Constructors, Inc. - Sidewalk Removal & Replacement per sqft cost	\$12.25
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Public Works has considered performing this work, but does not have the manpower to do this amount of work without hiring additional personnel and purchasing additional equipment, making contract services the more economical choice. Staff recommends awarding the maintenance agreement to CT&T Concrete Paving, Inc.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their May 14, 2019 meeting and recommended to proceed with the condition that any extensions or Consumer Price Index cost increases be brought back to City Council for approval.

FISCAL IMPACT/SUMMARY

There are sufficient funds in the Public Works Street Division's operational budget to cover the proposed contract amount not-to-exceed \$180,000 per year. The services are currently funded from the General Fund at \$80,000 and the Gas Tax Fund at \$100,000 annually. No additional appropriation is needed.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Will Wenz, Maintenance Services Superintendent

Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

CT&C Agreement

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the following agreement is made and entered into, in duplicate, as of the date executed by the City Clerk and the Mayor, by and between **CT&T Concrete Paving, Inc.** hereinafter referred to as the "CONTRACTOR" and the City of Brea, California, hereinafter referred to as "CITY".

WHEREAS, City did accept the bid of Contractor
CT&T Concrete Paving, Inc.
and;

WHEREAS, City has authorized the City Clerk and Mayor to enter into a written contract with Contractor for furnishing labor, equipment, and material for the performance of
Removal and Replacement of Sidewalks, Curbs, and Gutters throughout the City of Brea.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the performance of **Removal and Replacement of Sidewalks, Curbs, and Gutters throughout the City of Brea.** Said work to be performed in accordance with general provisions, specifications and standards on file in the office of the Director of Public Works and in accordance with bid prices hereinafter mentioned and in accordance with the instruction of the Director of Public Works for a period commencing

June 19, 2019 – May 31, 2020.

The prices quoted with the bid shall be in effect for one year, at which time the agreement will be subject to review. The City and contractor shall have the option of extending the term of the agreement, by mutual consent of the parties, four (4) times for periods of one year each. Should the agreement be extended, the contract prices shall be adjusted as set forth in paragraph 16 and 17 hereof.

2. **INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:** The aforesaid general provisions, specifications and standards are incorporated herein by reference hereto and made a part hereof with like force and effect as if all of said documents were set forth in full herein. Said documents, together with this written agreement, shall constitute the contract between the parties. This contract is intended to require complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this written agreement shall control.

3. CONTRACTOR'S CUSTOMER CARE:

The CONTRACTOR, while fulfilling the terms of this Contract, is performing as a representative of CITY and 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 the CITY or CONTRACTOR, for the investigation and response to complaints.

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

a. Compensation Insurance: Before beginning work, the Contractor shall furnish to the Director of Public Works a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

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

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

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) – for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the Contractor in the performance of this Agreement

(2) (Alternative to Commercial General Liability) – Comprehensive, broad form General Public Liability (occurrence) – for bodily

death and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) – for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Owner's and Contractor's Protective (occurrence) – for bodily injury, death and property damage arising out of any activities undertaken by Contractor in the performance of this Agreement.

(5) Other required insurance, endorsements or exclusions as required by the plans and specifications.

(6) The policies of insurance required in this Section b shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (Two Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

c. Each such policy of insurance required in paragraph b shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by City;

(2) Be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A-VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insured the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by City of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insured; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to City.

d. Prior to commencing performance under this Agreement, the Contractor shall furnish the City with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the City before Contractor commences performance. If performance of this Agreement shall extend beyond one (1) year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

5. LABOR CODE COMPLIANCE: CONTRACTOR acknowledges that the work required is a "public work" as defined in Labor Code Section 1720, et seq. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. The applicable prevailing rates can be found on the following website: <http://www.dir.ca.gov/OPRL/pwd/>. For federal projects, Davis-Bacon requirements apply, and the appropriate wage determinations can be found in the project specifications. CONTRACTOR shall ascertain all prevailing wages applicable to the Project and shall cause a copy of such wage determinations to be posted at the job site.

Pursuant to Labor Code § 1775, the Contractor shall forfeit, as penalty to City, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under the attached contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

6. APPRENTICESHIP EMPLOYMENT: In accordance with the provisions of Section 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California Apprenticeship council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices' journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contribution to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The Contractor shall forfeit, as a penalty to City, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the contract, by him or any subcontractor under him, upon any of the work hereinbefore mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

8. TRAVEL AND SUBSISTENCE PAY: Contractor agrees to pay travel and subsistence pay to each workman needed to execute the work required by this contract as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

9. CONTRACTOR'S LIABILITY: The City of Brea and its officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workmen, employees of the Contractor or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City during the progress of the work or at any time before its completion and final acceptance.

The Contractor will indemnify City against and will hold and save City harmless from any and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of the Contractor, his agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of City, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of City, its employees, servants, or independent contractors who are directly responsible to City, and in connection therewith:

- a. The Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The Contractor will promptly pay any judgment rendered against the Contractor or City covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the Contractor hereunder, and the Contractor agrees to save and hold the City harmless therefrom.
- c. In the event City is made a party to any action or proceeding filed or prosecuted against the Contractor for damages or other claims arising out of or in connection with the work, operation, or activities of the Contractor hereunder, the Contractor agrees to pay to City any and all costs and expenses incurred by City in such action or proceeding together with reasonable attorneys' fees.

So much of the money due to the Contractor under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damage as aforesaid.

10. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of said Code.

11. CONTRACT PRICE AND PAYMENT: Contract Price is valued at \$180,000. City shall pay to the Contractor for furnishing material and doing the prescribed work the unit price set forth in accordance with Contractor's proposal dated **April 11, 2019**.

12. LABOR AND MATERIALS BOND: Prior to commencing work hereunder, the CONTRACTOR shall provide a labor and materials bond in the amount of 100% of the Contract price herein. The payment bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of

the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

13. CONTRACT RENEWAL NOTIFICATION: The contractor must request, in writing at least thirty (30) days prior to the end of each year of the contract, contractor desire to extend the agreement and the contractor's desire for an adjustment in the rates of compensation as set forth in paragraphs 16 and 17 hereof.

14. NOTICES: All notices required or permitted here-under shall be deemed delivered to the party to whom notice is sent upon personal delivery thereof at the addresses set forth upon which said notice is placed, postage pre-paid, in the United States mail and addressed as follows:

CONTRACTOR:

CT&T Concrete Paving Inc.
324 S Diamond Bar Blvd. PMB 275
Diamond Bar, CA 91765

CITY:

Maintenance Superintendent
Will Wenz
545 N Berry Street
Brea, CA 92821

15. SUPERVISOR DESIGNATION: Contractor shall provide to City's Director of Public Works, upon execution of this Agreement, the name of the individual employed by Contractor designated as the Contractor's primary representative for the supervision and prosecution of the work. Said designated person shall be available, upon 30 minutes notice, to respond personally or by telephone to requests for information or instructions concerning the prosecution of the work from City's authorized representatives.

16. CONTRACT PRICE ADJUSTMENT: During the second twelve (12) month period of the Agreement, if any, the Base Sum per month is subject to a cost-of-living adjustment (Stepped Up Base). The cost-of-living adjustment shall be set at the beginning of the second period adjustment date) in the following manner: The Consumer Price Index for all Urban Consumers (base year 1982-84 = 100) for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Statistics (Index) which is published for the month immediately preceding the adjustment date (Adjustment Index) shall be compared to the Index which was published for the date immediately preceding the beginning of the first twelve (12) month period (Beginning Index). If the Adjustment Index has increased over the Beginning Index, the monthly payment shall be increased by the amount obtained by multiplying the base sum by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. Cost of living adjustment shall not to exceed 3% annually. Rate Changes: The fee schedule in Exhibit B shall not be revised during the term of the Contract (including any extension periods) without prior approval by CITY's City Council.

17. TERMINATION OR ABANDONMENT: This agreement may be terminated by City without cause, upon the giving of a written "Notice of Termination" to Contractor at least sixty (60) days prior to the termination date specified in said notice. Contractor may terminate this agreement only for cause.

18. ATTORNEYS' FEES: In The event that any action or proceeding is brought by either party to enforce any term or provision of this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

19. IN WITNESS WHEREOF: the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CONTRACTOR:
State of California Contractor's
License No.

875627

Date: 6-4-19

By: [Signature] President
Signature Title

By: Jackie Conway Treasurer
Signature Title (two corporate signatures required)

Contractor's Business Phone: (909) 629-8000
Emergency phone where Contractor can be reached at any
time: (909) 821-4769

CITY OF BREA, CALIFORNIA

By: _____
Mayor

By: _____
City Clerk

Date: _____

CALIFORNIA 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 Los Angeles }

On June 4th, 2019 before me, Daniel A. Butler, A Notary Public,
(Here insert name and title of the officer)

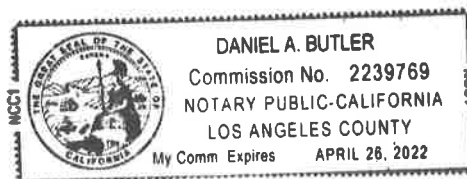
personally appeared Jose Carvajal & Jackie Carvajal,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their 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.

Daniel A. Butler
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement 1
(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
President & Treasurer
(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.

Removal and Replacement of Sidewalks, Curbs, and Gutters

CT&T Concrete Paving, Inc.

CITY OF BREA

March 2019

SCHEDULE OF WORK ITEMS

PRICES TO BE IN EFFECT THROUGH APRIL 2020

ITEM	ESTIMATED QUANTITY	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES	TOTAL AMOUNT
1.		<u>Remove and re-construct</u> four inch thick P.C.C. sidewalk slab per square foot. <u>Ten dollars</u>	<u>10.00</u> Per sq. ft.	<u>10.00</u>
2.		<u>Remove and re-construct</u> six-inch curb and gutter per linear foot. Includes one foot of asphalt concrete removal and replacement. <u>Forty-three dollars</u>	<u>43.00</u> Per linear ft.	<u>43.00</u>
3.		<u>Remove and Reconstruct</u> A.D.A. handicap-access ramp. <u>Thirty dollars</u>	<u>30.00</u> Per sq. ft.	<u>30.00</u>
4.		<u>Remove and Reconstruct</u> 4" stamped concrete (La Crescenta Brown) <u>Twenty-four dollars</u>	<u>24.00</u> Per sq. ft.	<u>24.00</u>
5.		<u>Remove and Reconstruct</u> interlocking concrete pavers. <u>Thirty dollars</u>	<u>30.00</u> Per sq. ft.	<u>30.00</u>

Name of Company

CT&T Concrete Paving, Inc.

Authorized Signature

Removal and Replacement of Sidewalks, Curbs, and Gutters

CITY OF BREA

March 2019

CT&T Concrete Paving, Inc.

SCHEDULE OF EXTRA WORK

ITEM	ESTIMATED QUANTITY	DESCRIPTION WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES	TOTAL AMOUNT
------	--------------------	--	-----------------------	--------------

- | | | | | |
|----|--|--|--------------------------------|--------------|
| 1. | | <u>REMOVALS:</u>
Six inch thick PCC driveway/slab
<u>Fifteen dollars</u> | <u>15.00</u>
Per sq. ft. | <u>15.00</u> |
| 2. | | Six or eight inch curb only
<u>Forty-eight dollars</u> | <u>48.00</u>
Per linear ft. | <u>48.00</u> |
| 3. | | Eight inch curb and gutter
<u>Fifty-four dollars</u> | <u>54.00</u>
Per linear ft. | <u>54.00</u> |

REMOVALS AND REPLACEMENT:

- | | | | | |
|----|--|---|-----------------------------|--------------|
| 1. | | Remove & Replace 8"
Concrete cross gutter
<u>Seventeen dollars</u> | <u>17.00</u>
Per sq. ft. | <u>17.00</u> |
| 2. | | Remove and Reconstruct P.C.C.
roadway, colored to match existing
<u>Fifteen dollars</u> | <u>15.00</u>
Per sq. ft. | <u>15.00</u> |

Name of Company

CT&T Concrete Paving, Inc.

Authorized Signature



Contractors Bonding and Insurance Company
 9025 N. Lindbergh Dr. Peoria, IL 61615
 P.O. Box 3967 Peoria, IL 61612
 Phone: (309)692 1000 Fax: (309)683 1610

LABOR AND MATERIAL PAYMENT BOND

Executed in Triplicate

Premium listed on Performance Bond

Bond No. RCB0016769

NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH ANOTHER BOND IN FAVOR OF THE OWNER CONDITIONED FOR THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS:

That

CT&T Concrete Paving, Inc.

(Here insert the name or legal title of the contractor)

324 S. Diamond Bar Blvd., PMB 275, Diamond Bar, CA 91765

(Here insert the address of the contractor)

Principal, hereinafter called Principal, and **Contractors Bonding and Insurance Company**, an Illinois Corporation, as Surety, hereinafter called Surety, are held and firmly bound unto

City of Brea

(Here insert the name or legal title of the owner)

545 N. Berry St, Brea, CA 92821

(Here insert the address of the owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One Hundred Eighty Thousand & 00/100 Dollars (180,000.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated

entered into a Contract with Owner for

Removal and Replacement of Sidewalks, Curb, and Gutters throughout the City of Brea

in accordance with drawings and specifications prepared by

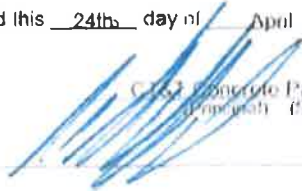
(Full name of architect or engineer)

which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.
- No suit or action shall be commenced hereunder by any claimant,
 - Unless claimant shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - After the expiration of one (1) year following the date on which Claimant ceased work on said Contract.
 - Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof is situated, or in the United States District Court for the district in which the project or any part thereof, is situated, and not elsewhere.
- The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvements, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this 24th day of April, A.D. 2019.


 CT&T Concrete Paving, Inc.
 (Principal)

Jose Carvajal - President

Contractors Bonding and Insurance Company

By


Jose T. Gallardo

Attorney in Fact

C0027004-56.0

CALIFORNIA 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 Los Angeles }

On April 26, 2019 before me, Daniel A. Butler, A Notary Public
(I lead insert name and title of the officer)

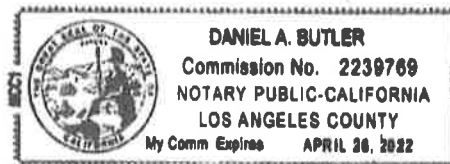
personally appeared Jose Prevajal
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

Daniel A. Butler
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Labor & Material Bond
(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

President
(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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

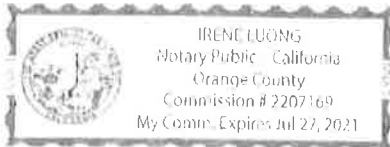
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange

On April 24, 2019 before me, Irene Luong, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yung T. Mullick
Name(s) of Signer(s)



Place Notary Seal Above

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 Irene Luong

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

James W. Moilanen, Yung T. Mullick, Stephanie Hoang, P. Austin Neff, jointly or severally

in the City of Mission Viejo, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 26th day of February, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis Vice President

State of Illinois
County of Peoria

} SS

On this 26th day of February, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnik
Gretchen L. Johnik Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 24th day of April, 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



Contractors Bonding and Insurance Company
9025 N Lindbergh Dr Peoria, IL 61615
P O Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

PERFORMANCE BOND FOR SERVICE CONTRACTS

Executed in Triplicate
Bond No. RC100016769
Premium: \$2,592.00

KNOW ALL MEN BY THESE PRESENTS,

That we CT&T Concrete Paving, Inc.
of 324 S. Diamond Bar Blvd., PMB 275, Diamond Bar, CA 91765

as Principal, and the Contractors Bonding and Insurance Company, a corporation, as Surety, are held and firmly bound unto
City of Brea herein called the Oblige, in the sum of
One Hundred Eighty Thousand & 00/100 Dollars (180,000.00),
for which payment said Principal and Surety bind themselves by these presents

WHEREAS, the Principal has entered into a written contract with the Oblige dated _____, to
Removal and Replacement of Sidewalks, Curbs, and Gutters throughout the City of Brea

which contract and specifications are hereby referred to and made a part hereof.

NOW THEREFORE, the condition of this obligation is such, that if the said Principal shall faithfully perform said contract and indemnify the said Oblige from any loss, resulting from the breach of any of the terms and conditions thereof, then this obligation shall be void, otherwise to remain in full force and effect.

The Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to the obligee and this bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the principal up to the date of such cancellation.

Dated this 24th day of April, 2019.

This Bond is effective on the 22nd day of May, 2019 and ends on the 30th day of April, 2020.

CT&T Concrete Paving, Inc.
Principal

By

Jose Chavira - President

Countersigned

Contractors Bonding and Insurance Company

By

Resident Agent

By

Yung T. Mulick

Attorney in Fact

CALIFORNIA 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 Los Angeles }

On April 26, 2019 before me, Daniel A. Butler, A Notary Public,
(Here insert name and title of the officer)

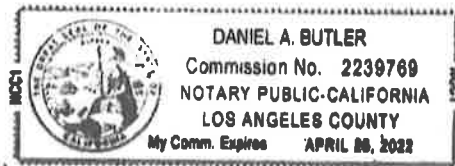
personally appeared José Carragaj
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (s) are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) 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.

Daniel A. Butler
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond
(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

President
(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.

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- 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).
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- 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.

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 Orange

On April 24, 2019 before me, Irene Luong, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yung T. Mullick
Name(s) of Signer(s)



Place Notary Seal Above

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 Irene Luong

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

James W. Moilanen, Yung T. Mullick, Stephanie Hoang, P. Austin Neff, jointly or severally

in the City of Mission Viejo, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 26th day of February, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Barton W. Davis

Vice President

State of Illinois
County of Peoria

} SS

CERTIFICATE

On this 26th day of February, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 24th day of April, 2019.

By:

Gretchen L. Johnik

Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Jean M. Stephenson

Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LICENSE NO. 0637431 PATRICK MCRAE INSURANCE SERVICES 1265 N. MANASSERO SUITE 303 ANAHEIM HILLS, CA 92807	CONTACT NAME: PATRICK MCRAE PHONE (A/C, No, Ext): (714) 779-6999 E-MAIL ADDRESS: p.mcrae@sbcglobal.net FAX (A/C, No): (714) 779-6903														
INSURED CT & T CONCRETE PAVING INC. 324 S DIAMOND BAR BLVD. PMB 275 DIAMOND BAR CA 91765	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: GEMINI INSURANCE COMPANY ✓</td> <td>10833</td> </tr> <tr> <td>INSURER B: STATE FARM MUTUAL AUTOMOBILE INSURANCE ✓</td> <td>25178</td> </tr> <tr> <td>INSURER C: FIRST MERCURY INSURANCE ✓</td> <td>10657</td> </tr> <tr> <td>INSURER D: GREAT AMERICAN INSURANCE CO. OF NY ✓</td> <td>22136</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: GEMINI INSURANCE COMPANY ✓	10833	INSURER B: STATE FARM MUTUAL AUTOMOBILE INSURANCE ✓	25178	INSURER C: FIRST MERCURY INSURANCE ✓	10657	INSURER D: GREAT AMERICAN INSURANCE CO. OF NY ✓	22136	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	VCGP023843	06/09/2018	06/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL \$ \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	75-1612-R51	05/06/2019	11/06/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CA-EX-0000078856-01	06/16/2018	06/09/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input checked="" type="checkbox"/> E L EACH ACCIDENT \$ <input type="checkbox"/> E L DISEASE - EA EMPLOYEE \$ <input type="checkbox"/> E L DISEASE - POLICY LIMIT \$
D	INLAND MARINE/PROPERTY			IMP5021860	04/27/2019	04/27/2020	\$61,386 SCHEDULED EQUIPMENT \$250,000 BUILDING \$20,000 BPP

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE CITY OF BREA, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, ATTORNEYS AND AGENTS AND ANY OTHER PARTIES INCLUDING SUBCONTRACTORS, SPECIFIED BY THE CITY ARE NAMED AS ADDITIONAL INSURED WITH RESPECTS TO THE ABOVE MENTIONED POLICIES PER ATTACHED ENDORSEMENT(S).
 COVERAGE IS PRIMARY & NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT, PER ATTACHED ENDORSEMENT FORMS. WAIVER OF SUBROGATION APPLIES, IF REQUIRED BY WRITTEN CONTRACT.

* SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, A 30 DAY WRITTEN NOTICE WILL BE ISSUED.

RE: ALL OPERATIONS

CERTIFICATE HOLDER CITY OF BREA 1 CIVIC CENTER CIRCLE BREA, CA 92621	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Policy Number: VCGP023843
Insured Name: CT & T, Inc.
Number: 34

CG 20 12 04 13

Effective Date: 06/09/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE
State Or Governmental Agency Or Subdivision Or Political Subdivision: Any qualifying entity when you have agreed in a written and executed contract, prior to an "occurrence", that such qualifying entity be added as an additional insured on your policy
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 provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract.	Any Location
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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract.	Any Location
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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

SCHEDULE

Name Of Person Or Organization:

As required by written contract.

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". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number: WPP1556836 00

COMMERCIAL AUTO
CA990187 0715

This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the **COVERAGE FORM** apply unless modified by the endorsement.

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.

Item 1. Who is an Insured of Paragraph A. Coverage under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

- (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
- (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. Supplementary Payments of Item 2. Coverage Extensions of Paragraph A. Coverage under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 3. Fellow Employee of Paragraph B. Exclusions under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.



D. Limited Automatic Towing Coverage

Item 2. Towing, of Paragraph A. Coverage, under SECTION III - PHYSICAL DAMAGE COVERAGE is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for towing and labor for each disablement is \$500;
- b. No deductible applies to this coverage.

E. Item 3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles of Paragraph A. Coverage under SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

F. Increase Of Transportation Expense Coverage

Subpart a. Transportation Expenses of Item 4. Coverage Extensions of Paragraph A. Coverage under SECTION III - PHYSICAL DAMAGE COVERAGE is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item 4. Coverage Extensions of Paragraph A. Coverage, under SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" Coverage

Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

"Downtime Loss" Coverage

We will pay any resulting "downtime loss" expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" beginning on the 5th day after we have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs;
- b. Coverage for "downtime loss" expenses will end when any of the following occur:
 - (1) You have a spare or reserve "auto" available to you to continue your operations.
 - (2) You purchase a replacement "auto".
 - (3) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (4) You reach the 30 day maximum coverage.

L. Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.
- b. Our payment is limited to necessary and actual expenses incurred.
- c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. "Personal Effects" Exclusion

Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.

d. Contraband or property in the course of illegal transportation or trade.

e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. Accidental Airbag Discharge Coverage

Item 3.a. of Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

L. Loan or Lease Gap Coverage

Paragraph C. Limit Of Insurance under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by the lessor; and
 - (5) Carry-over balances from previous loans or leases



M. Aggregate Deductible

Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

N. Diminishing Deductible

Paragraph D. Deductible under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

O. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. Duties in the Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. Transfer Of Rights Of Recovery Against Others To Us of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

Q. Insurance Is Primary and Noncontributory

Subpart a. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

R. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

S. Unintentional Failure To Disclose Hazards

Paragraph B, General Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

T. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson 12980 Metcalf Ave Suite 500 Overland Park KS 66213	CONTACT NAME: San Bernardino PHONE (A/C, No Ext): (909) 890-0100 FAX (A/C, NO): (360) 828-0699 EMAIL ADDRESS: Rachael.Budrik@bbsihq.com INSURER(S) AFFORDING COVERAGE : NAIC # INSURER A: ACE American Insurance Company ✓ 22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Barrett Business Services, Inc. L/C/F CT & T CONCRETE PAVING INC 1054 E 3RD ST POMONA, CA 91767	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC			AL DS 5/1/19			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> OCCUR DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	665207205 Covered states: CA	10/07/18	10/01/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$2,000,000 E L DISEASE - EA EMPLOYEE \$2,000,000 E L DISEASE - POLICY LIMIT \$2,000,000

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

CERTIFICATE HOLDER CITY OF BREA 1 CIVIC CENTER CIRCLE BREA, CA 92621	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATA THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Authorized Rep <i>Brian Hester</i>
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AGENCY CUSTOMER ID: _____

LOC: #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Lockton Affinity		NAMED INSURED: Barrett Business Services, Inc. L/C/F CT & T CONCRETE PAVING INC 1054 E 3RD ST POMONA, CA 91767
POLICY NUMBER C65207205		
CARRIER ACE American Insurance Company	NAIC CODE 22667	
		EFFECTIVE DATE: 10/07/18

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (01/14)

CERTIFICATE HOLDER: CITY OF BREA
1 CIVIC CENTER CIRCLE
BREA, CA 92621

RE: ALL OPERATIONS

Workers' Compensation and Employers' Liability Policy

Named Insured BARRETT BUSINESS SERVICES, INC. L/C/F CT & T CONCRETE PAVING INC 8100 NE PARKWAY DRIVE, STE. 200 VANCOUVER WA 98662	Endorsement Number
Policy Period 10-07-2018 TO 10-01-2019	Policy Number Symbol: WLR Number: C65207205
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 10-07-2018
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization:

- (X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL CALIFORNIA OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium : \$0



Authorized Agent

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 06/18/2019
SUBJECT: Renewed Measure M (M2) Eligibility Submittal Package For FY 2019-20

RECOMMENDATION

1. Approve and authorize staff to submit to Orange County Transportation Authority (OCTA) the Measure M2 Seven-Year Capital Improvement Program (CIP) for Fiscal Years 2019-20 through 2025-26.
2. Adopt a resolution concerning the status and update of the MPAH Circulation Element, Mitigation Fee Program, and Pavement Management Plan for the Measure M2 Program.

BACKGROUND/DISCUSSION

To maintain its eligibility to receive Measure M2 sales tax revenue, the City is required to submit annual documentation on its transportation related programs to OCTA. Every seven years, OCTA requires an expanded submittal of the City's programs and projects effecting circulation and transportation to verify that these elements are in alignment with Measure M2 and countywide plans.

This year's submittal requires the following documentation:

- 7-Year Capital Improvement Program Budget presented in the OCTA format *
- Circulation Element/ Master Plan of Arterial Highways (MPAH) Consistency *
- Congestion Management Program
- Eligibility Checklist
- Maintenance of Effort (MOE) Documentation
- Mitigation Fee Program *
- Pavement Management Plan (PMP) *
- Transit/Non-Motorized Transportation Letter

* = Requires Council Resolution

M2 Seven-Year Capital Improvement Program CIP

The City's Measure M2 Seven-Year CIP for Fiscal Years 2019-20 through 2025-26 is a transportation planning and fiscal forecasting document used to guide future programming for transportation capital improvement projects. The M2 Seven year CIP is consistent with the proposed citywide Capital Improvement Program Budget for Fiscal Year 2019-20. The submittal of the M2 Seven-Year CIP does not commit the City to funding the identified improvements. However, projects must be included in the M2 Seven-Year CIP to be eligible to receive Measure M2 funding. This document is updated every year to allow for changes based on City Council priorities. The City's Seven-Year CIP includes 100 projects with a total preliminary projected

budget requirement of more than \$135 Million over the seven year period. The M2 CIP document emphasizes projects that improve circulation, mitigate traffic congestion and maintain the City's investment in existing transportation infrastructure.

Orange County Master Plan of Arterial Highway (MPAH) Consistency

The MPAH was established to provide planning, development, and preservation of a coordinated regional arterial highway network to supplement the countywide freeway system. To remain eligible for Measure M2 funds, the City's General Plan Circulation Element must be consistent with the MPAH by maintaining an equivalent number of minimum through lanes on each arterial highway shown on the MPAH map. The City's Circulation Element is in full compliance with this requirement. Biennially, the City must submit a City Council-adopted resolution to OCTA attesting that no unilateral reduction in lanes has been made on any arterials identified in the MPAH.

Mitigation Fee Program Concurrence Documentation

Biennially, the City must submit a City Council-adopted resolution to OCTA certifying that the City has an existing mitigation fee program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development. The resolution reaffirms the City's existing Mitigation Fee Program.

Pavement Management Plan (PMP)

The City's PMP outlines the processes in place for the planning, preventative maintenance and repair of the City's roadways. The PMP analyzes pavement life cycles, assesses overall system performance costs, and assists the City in determining pavement maintenance strategies and cost estimates necessary to maintain the City's roadway network. An updated PMP report is required to be submitted to OCTA on a biennial basis. The City's PMP was updated in June 2019.

FISCAL IMPACT/SUMMARY

Annual submittal of Measure M2 eligibility documentation to the Orange County Transportation Authority (OCTA) is required to receive Measure M2 sales tax revenue funds. The submittal documentation this year requires City Council approval of an updated Measure M2 Seven-Year Capital Improvement Program and adoption of a Resolution attesting to the consistency of the City's General Plan Circulation Element with the County Master Plan of Arterial Highways (MPAH), confirming the City's existing transportation mitigation fee programs, and submitting to OCTA the City's citywide Pavement Management Program (PMP). Approval of the recommended action will satisfy these requirements.

Fulfillment of the eligibility requirements for FY 2019-20 will confirm the City's ability to continue receiving M2 funds. In addition, the City's annual M2 local jurisdiction apportionment, more commonly referred to as "Fair share," is estimated at \$991,105 for Fiscal Year 2019-20. This action has no impact to the General Fund.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Warren Coleman, Senior Management Analyst

Concurrence: Michael S. Ho, P.E. Deputy Director of Public Works/City Engineer

Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

OCTA Format CIP

MOE Information

Congestion Mgmnt

PMP

Resolution

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7173 - Residential Streets Rehabilitation Program

Project Limits: Citywide

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: This is an annual project to reconstruct and resurface residential streets identified in the Pavement Management Program (PMP). Specific streets are designated for rehabilitation for each year's program & assigned a separate project number.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	35.83	\$5,095,505	\$5,615,671	
M2 LFS	35.52	\$5,050,656	\$5,566,243	
SB1	28.65	\$4,073,371	\$4,489,194	
		\$14,219,533	\$15,671,108	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$65,000	\$114,800	\$120,000	\$127,400	\$134,400	\$141,400	\$148,470	\$851,470	\$851,470
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$920,433	\$1,812,800	\$1,910,000	\$2,013,100	\$2,122,600	\$2,238,600	\$2,350,530	\$13,368,063	\$14,819,638
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$985,433	\$1,927,600	\$2,030,000	\$2,140,500	\$2,257,000	\$2,380,000	\$2,499,000	\$14,219,533	\$ 15,671,108

Agency: Brea

Project Name: 7193 - Annual Arterial Rehabilitation Program

Project Limits: Arterial streets identified in the Pavement Management Plan (PMP)

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: This is an annual program to reconstruct and resurface arterial streets identified in the Pavement Management Plan (PMP). Each year the project budget will be designated to a specific segment of an arterial roadway for overlay and rehabilitation.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	36.00	\$2,700,000	\$2,918,698	
M2 LFS	39.00	\$2,925,000	\$3,161,923	
SB1	25.00	\$1,875,000	\$2,026,874	
		\$7,500,000	\$8,107,494	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$65,000	\$70,000	\$75,000	\$80,000	\$82,000	\$86,000	\$0	\$458,000	\$458,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$835,000	\$1,120,000	\$1,180,000	\$1,240,000	\$1,303,000	\$1,364,000	\$0	\$7,042,000	\$7,649,494
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$900,000	\$1,190,000	\$1,255,000	\$1,320,000	\$1,385,000	\$1,450,000	\$0	\$7,500,000	\$ 8,107,494

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7205 - Imperial Highway Landscape Median Enhancement

Project Limits: Imperial Highway from Kraemer Blvd. to Valencia Avenue

Project Number: N/A

Type of Work (TOW): Aesthetics

TOW Description: Hardscape, lighting treatment, or community identity/monumentation improvements

Project Description: This project will replace existing landscaping within existing medians and install up-lighting for median trees on Imperial Hwy from Kraemer Blvd. to Valencia Ave. Caltrans coordination is required for design, permit and construction.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$1,200,000	\$1,303,050	Unknown
		\$1,200,000	\$1,303,050	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0	\$100,000	\$100,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$1,100,000	\$0	\$0	\$0	\$1,100,000	\$1,203,050
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$1,200,000	\$0	\$0	\$0	\$1,200,000	\$ 1,303,050

Agency: Brea

Project Name: 7212 - Illuminated Street Name Sign Upgrade

Project Limits: Signalized intersections throughout the City

Project Number: N/A

Type of Work (TOW): Safety

TOW Description: Signage installation and/or replacement

Project Description: This project will upgrade existing illuminated street name signs at signalized intersections throughout the City. The existing deteriorated sign panels will be replaced.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$76,000	\$76,000	
		\$76,000	\$76,000	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$76,000	\$0	\$0	\$0	\$0	\$0	\$0	\$76,000	\$76,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$76,000	\$0	\$0	\$0	\$0	\$0	\$0	\$76,000	\$ 76,000

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7218 - Traffic Signal Controller Upgrade

Project Limits: Brea limits

Project Number: N/A

Type of Work (TOW): Traffic Signals

TOW Description: Replace and upgrade traffic signals and equipment

Project Description: This project will replace obsolete traffic signal controllers, install video detection and upgrade traffic signal equipment citywide

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Impact Fees	32.88	\$591,781	\$634,571	Impact Fees (Traffic Nexus)
M2 LFS	17.81	\$320,548	\$343,726	
Unfunded	49.32	\$887,671	\$951,856	
		\$1,800,000	\$1,930,153	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$0	\$150,000	\$150,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$0	\$1,650,000	\$1,780,153
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$0	\$1,800,000	\$ 1,930,153

Agency: Brea

Project Name: 7219 - Traffic Calming Improvements

Project Limits: Citywide

Project Number: N/A

Type of Work (TOW): Safety

TOW Description: Traffic calming such as bulbout, chokers, speed hump, etc.

Project Description: This is an annual program for the development and implementation of traffic calming improvements as recommended by Traffic Committee and approved by City Council.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	93.33	\$326,667	\$354,783	
M2 LFS	6.67	\$23,333	\$25,342	
		\$350,000	\$380,124	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$35,000	\$35,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$315,000	\$345,124
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$350,000	\$ 380,124

[illegible]

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7272 - Rose Drive Widening

Project Limits: Rose Drive from Valencia Avenue to Promenade Avenue

Project Number: N/A

Type of Work (TOW): Road Widening

TOW Description: Widen width of existing traffic lanes

Project Description: This project will initiate preliminary engineering design, environmental documentation, right-of-way needs analysis, and final design to widen Rose Drive from Valencia Avenue to Promenade Avenue.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Unfunded	100.00	\$2,660,000	\$2,873,720	Unknown
		\$2,660,000	\$2,873,720	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
R	\$0	\$30,000	\$170,000	\$0	\$0	\$0	\$0	\$200,000	\$211,367
C/I	\$0	\$0	\$0	\$2,160,000	\$0	\$0	\$0	\$2,160,000	\$2,362,353
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$330,000	\$170,000	\$2,160,000	\$0	\$0	\$0	\$2,660,000	\$ 2,873,720

Agency: Brea

Project Name: 7276 - Lambert Road & Puente Street Intersection Improvement

Project Limits: North side of Lambert Rd. east of Puente St.

Project Number: N/A

Type of Work (TOW): Intersection

TOW Description: Add right turn lane(s) to intersection

Project Description: This project will widen the north side of Lambert Road east of Puente Street to allow for a dedicated westbound right turn lane. Final design has been completed and right-of-way has been dedicated to allow for the widening.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Impact Fees	100.00	\$520,000	\$520,000	Impact Fees (Traffic Nexus)
		\$520,000	\$520,000	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
R	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000
C/I	\$480,000	\$0	\$0	\$0	\$0	\$0	\$0	\$480,000	\$480,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$520,000	\$0	\$0	\$0	\$0	\$0	\$0	\$520,000	\$ 520,000

[illegible]

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7305 - Brea Boulevard Widening

Project Limits: West side of Brea Blvd. from Canyondale Dr. to north City limit

Project Number: 14-ORCO-ACE-3727 (Engineering)

Type of Work (TOW): Road Widening

TOW Description: Add 1 lane to existing roadway in project limits

Project Description: Project will widen the west side of Brea Blvd. from Canyondale Dr. to north City limit in accordance with Master Plan of Arterial Highway (MPAH) standards. Funding is reflected in a prior year for engineering phase.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 ACE	0.00	\$0	\$0	County of Orange Public Works is lead agency
Impact Fees	54.08	\$1,408,432	\$1,447,011	Impact Fees (Traffic Nexus)
Unfunded	45.92	\$1,196,068	\$1,228,831	Unknown
		\$2,604,500	\$2,675,841	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$250,000
C/I	\$0	\$2,354,500	\$0	\$0	\$0	\$0	\$0	\$2,354,500	\$2,425,841
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$250,000	\$2,354,500	\$0	\$0	\$0	\$0	\$0	\$2,604,500	\$ 2,675,841

Agency: Brea

Project Name: 7306 - Imperial Hwy/SR-57 Interchange Improvements

Project Limits: SR-57 southbound on-ramp and reconfigure eastbound lanes on Imperial Hwy.

Project Number: N/A

Type of Work (TOW): Interchange

TOW Description: Widen interchange between street and freeway

Project Description: Project will widen the SR-57 southbound on-ramp & reconfigure eastbound lanes on Imperial Hwy. The project will improve traffic operational performance & reduce congestion on Imperial Hwy. Caltrans coordination is required.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Impact Fees	42.31	\$1,057,692	\$1,085,254	Impact Fees (Traffic Nexus)
Unfunded	57.69	\$1,442,308	\$1,479,891	
		\$2,500,000	\$2,565,145	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000
R	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
C/I	\$0	\$2,150,000	\$0	\$0	\$0	\$0	\$0	\$2,150,000	\$2,215,145
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$350,000	\$2,150,000	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$ 2,565,145

[illegible]

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7312 - Citywide Slurry Seal Program (PN 7312)

Project Limits: Varies annually

Project Number: N/A

Type of Work (TOW): Road Maintenance

TOW Description: Slurry seal of roadway

Project Description: This project is an annual proactive, street maintenance program through which City streets are slurry sealed on an eight-year cycle. Each year, a listing of specific streets will be determined for slurry seal in coordination with PMP recommendations.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	0.00	\$0	\$0	
M2 LFS	100.00	\$1,400,000	\$1,533,885	
Other	0.00	\$0	\$0	
		\$1,400,000	\$1,533,885	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,400,000	\$1,533,885
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,400,000	\$ 1,533,885

Agency: Brea

Project Name: 7313 - Citywide Sidewalk Replacement Program

Project Limits: Citywide

Project Number: 7313

Type of Work (TOW): Pedestrian

TOW Description: Reconstruction or rehabilitation of sidewalk

Project Description: This project allows for repair and replacement of displaced concrete sidewalks, curb & gutter, and curb access ramps.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$700,000	\$766,942	
		\$700,000	\$766,942	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$700,000	\$766,942
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$700,000	\$ 766,942

[illegible]

[illegible]

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7321 - Alley Pavement Rehabilitation West of Walnut
Between Acacia & Fir Street

Project Limits: Alley west of Walnut Avenue between Acacia Street
and Fir Street

Project Number: 7321

Type of Work (TOW): Road Maintenance

TOW Description: Alleys

Project Description: This project will rehabilitate the alley west of Walnut
Avenue between Acacia Street and Fir Street. this is
a carryover project for FY 19-20. Funding is
reflected in a prior year.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$0	\$0	
		\$0	\$0	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0

Agency: Brea

Project Name: 7322 - Country Hills Subdivision Pavement & Water
Connection Rehabilitation

Project Limits: Country Hills Tract - East of Associated Road
between Lambert Road & Birch Street

Project Number: 7322

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: Rehabilitate Streets in Country Hills Tract

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	28.17	\$500,000	\$500,000	
M2 LFS	23.94	\$425,000	\$425,000	
Agency Contribution	19.72	\$350,000	\$350,000	
SB1	28.17	\$500,000	\$500,000	
		\$1,775,000	\$1,775,000	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$125,000	\$0	\$0	\$0	\$0	\$0	\$0	\$125,000	\$125,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$1,650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,650,000	\$1,650,000
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$1,775,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,775,000	\$ 1,775,000

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7323 - Country Lane Stree Rehabilitation

Project Limits: Country Lane between State College Blvd and Lambert Road

Project Number:

Type of Work (TOW): Road Maintenance

TOW Description: Rehabilitation of roadway

Project Description: This project will use the grind and overlay method to rehabilitate the streets in the Country Lane neighborhood as called for in the Pavement Management Program.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 LFS	100.00	\$1,000,000	\$1,028,785	
		\$1,000,000	\$1,028,785	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$950,000	\$0	\$0	\$0	\$0	\$0	\$950,000	\$978,785
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$50,000	\$950,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$ 1,028,785

Agency: Brea

Project Name: 7324 - Berrv Street Sidewalk Installation

Project Limits: East side of Berry Street between Lambert Road and Central Avenue

Project Number:

Type of Work (TOW): Pedestrian

TOW Description: New sidewalk

Project Description: This project will design approximately 2,000 linear feet of 8-foot wide sidewalks along the east side of Berry Street between Lambert Road and Central Avenue.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Gas Tax	100.00	\$50,000	\$50,000	
		\$50,000	\$50,000	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$ 50,000

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7524 - Citywide Catch Basin Inserts Round 1

Project Limits: Citywide

Project Number: 11-BREA-ECP-3564

Type of Work (TOW): Environmental Cleanup

TOW Description: Automatic Retractable Screen and other debris screens or inserts

Project Description: This project would use BMPs to install catch basin filters throughout the City.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$50,000	\$50,000	
		\$50,000	\$50,000	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$12,500	\$12,500	\$12,500	\$12,500	\$0	\$0	\$0	\$50,000	\$50,000
	\$12,500	\$12,500	\$12,500	\$12,500	\$0	\$0	\$0	\$50,000	\$ 50,000

Agency: Brea

Project Name: 7524 - Citywide Catch Basin Inserts Round 2

Project Limits: Citywide

Project Number: 12-BREA-ECP-3605

Type of Work (TOW): Environmental Cleanup

TOW Description: Automatic Retractable Screen and other debris screens or inserts

Project Description: This project would use BMPs to install catch basin filters throughout the City.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$55,528	\$55,528	
		\$55,528	\$55,528	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$13,882	\$13,882	\$13,882	\$13,882	\$0	\$0	\$0	\$55,528	\$55,528
	\$13,882	\$13,882	\$13,882	\$13,882	\$0	\$0	\$0	\$55,528	\$ 55,528

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7524 - Citywide Catch Basin Inserts Round 3

Project Limits: Citywide

Project Number: 13-BREA-ECP-3683

Type of Work (TOW): Environmental Cleanup

TOW Description: Automatic Retractable Screen and other debris screens or inserts

Project Description: This project would use BMPs to install catch basin filters throughout the City.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$114,536	\$114,536	
		\$114,536	\$114,536	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$28,559	\$28,559	\$28,559	\$28,859	\$0	\$0	\$0	\$114,536	\$114,536
	\$28,559	\$28,559	\$28,559	\$28,859	\$0	\$0	\$0	\$114,536	\$ 114,536

Agency: Brea

Project Name: 7524 - Citywide Catch Basin Inserts Round 4

Project Limits: Citywide

Project Number: 14-BREA-ECP-3749

Type of Work (TOW): Environmental Cleanup

TOW Description: Automatic Retractable Screen and other debris screens or inserts

Project Description: This project would use best management practices to install catch basins filters throughout the City.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$124,432	\$124,432	
		\$124,432	\$124,432	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$31,108	\$31,108	\$31,108	\$31,108	\$0	\$0	\$0	\$124,432	\$124,432
	\$31,108	\$31,108	\$31,108	\$31,108	\$0	\$0	\$0	\$124,432	\$ 124,432

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7524 - Citywide Catch Basin Inserts Round 5

Project Limits: Citywide

Project Number: 15-BREA-ECP-3756

Type of Work (TOW): Environmental Cleanup

TOW Description: Automatic Retractable Screen and other debris screens or inserts

Project Description: This project uses best management practices to install catch basin filters throughout the City.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 ECP-1	0.00	\$0	\$0	
General Fund	100.00	\$127,112	\$127,112	
		\$127,112	\$127,112	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$31,778	\$31,778	\$31,778	\$31,778	\$0	\$0	\$0	\$127,112	\$127,112
	\$31,778	\$31,778	\$31,778	\$31,778	\$0	\$0	\$0	\$127,112	\$ 127,112

Agency: Brea

Project Name: 7524 - Citywide Catch Basin Inserts Round 6

Project Limits: Citywide

Project Number: 16-BREA-ECP-3846

Type of Work (TOW): Environmental Cleanup

TOW Description: Automatic Retractable Screen and other debris screens or inserts

Project Description: This project uses best management practices to install catch basin filters throughout the City. Project has 10 year O&M match requirement (\$35,992 per FY) from FY 17/18 through FY 26/27.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
M2 ECP-1	47.82	\$103,262	\$103,262	
General Fund	52.18	\$112,690	\$112,690	
		\$215,952	\$215,952	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$35,992	\$35,992	\$35,992	\$35,992	\$35,992	\$35,992	\$0	\$215,952	\$215,952
	\$35,992	\$35,992	\$35,992	\$35,992	\$35,992	\$35,992	\$0	\$215,952	\$ 215,952

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7524 - Citywide Catch Basin Inserts Round 7

Project Limits: Citywide

Project Number: 16-BREA-ECP-3847

Type of Work (TOW): Environmental Cleanup

TOW Description: Automatic Retractable Screen and other debris screens or inserts

Project Description: This project uses best management practices to install catch basin filters throughout the City. Project has 10 year O&M match requirement (\$37,800 per FY) from FY 17/18 through FY 26/27.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$226,800	\$226,800	
		\$226,800	\$226,800	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$37,800	\$37,800	\$37,800	\$37,800	\$37,800	\$37,800	\$0	\$226,800	\$226,800
	\$37,800	\$37,800	\$37,800	\$37,800	\$37,800	\$37,800	\$0	\$226,800	\$ 226,800

Agency: Brea

Project Name: 7524 - Citywide Catch Basin Inserts Round 8

Project Limits: Citywide

Project Number: 16-BREA-ECP-3848

Type of Work (TOW): Environmental Cleanup

TOW Description: Automatic Retractable Screen and other debris screens or inserts

Project Description: This project uses BMPs to install catch basin inserts throughout the city. Project has 10 year O&M match requirement (\$15,589 per FY) from FY 17/18 through FY 26/27.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
General Fund	100.00	\$93,534	\$93,534	
General Fund	0.00	\$0	\$0	
		\$93,534	\$93,534	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$15,589	\$15,589	\$15,589	\$15,589	\$15,589	\$15,589	\$0	\$93,534	\$93,534
	\$15,589	\$15,589	\$15,589	\$15,589	\$15,589	\$15,589	\$0	\$93,534	\$ 93,534

[illegible]

[illegible]

Seven Year Capital Improvement Program (Sorted by Project Name)
Fiscal Years 2019/2020 through 2025/2026

Agency: Brea

Project Name: 7714 - Imperial Highway Traffic Signal
Synchronization

Project Limits: Imperial Highway/SR-90 from Brass Lantern Drive
(La Habra) to Yorba Linda Blvd. (Yorba Linda)

Project Number: 15-LHAB-TSP-3773

Type of Work (TOW): Traffic Signals

TOW Description: Coordinate signals within project limits

Project Description: Project will synchronize the traffic signals along
Imperial Highway/SR-90. This project includes 46
traffic signals located in the cities of La Habra,
Fullerton, Brea, Placentia and Yorba Linda. This is a
carryover project for FY 19-20.

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Impact Fees	18.70	\$0	\$0	
Other	1.30	\$0	\$0	Caltrans funds
M2 TSSP	80.00	\$0	\$0	City of LaHabra is Lead Agency
		\$0	\$0	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 0

Agency: Brea

Project Name: 7715 - Valencia Ave (SR 142) Traffic Signal
Synchronization

Project Limits: Valencia Avenue from Santa Fe Road to Imperial
Highway

Project Number: 7715

Type of Work (TOW): Traffic Signals

TOW Description: Replace and upgrade traffic signals and equipment

Project Description: Upgrade Traffic Signal Control Equipment

FUND NAME	PERCENT	ESTIMATED COST	PROJECTED COST	NOTES
Impact Fees	20.00	\$106,000	\$106,184	
Unfunded	80.00	\$424,000	\$424,735	
		\$530,000	\$530,918	

Project Phase	19/20	20/21	21/22	22/23	23/24	24/25	25/26	Estimated Cost	Projected Cost
E	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C/I	\$510,000	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$530,000	\$530,918
O&M	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$510,000	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$530,000	\$ 530,918

[illegible]



APPENDIX I

Maintenance of Effort (MOE) Reporting Form

Jurisdiction: City of Brea

Type of GENERAL FUND Transportation Expenditures:

Please attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Street Maintenance Program	\$ 1,454,505.00
Parkway Trees Program	\$ 204,264.00
Subtotal Maintenance	\$ 1,658,769.00

CONSTRUCTION	Total Expenditure
Subtotal Construction	\$ -

INDIRECT/OTHER	Total Expenditure
Subtotal Indirect/Other	\$ -

Total General Fund Transportation Expenditures	\$ 1,658,769.00
(Less Total MOE Exclusions ¹)	\$ 450,000
MOE Expenditures	\$ 1,208,769.00
MOE Benchmark Requirement	\$ 719,028.00
(Shortfall) / Surplus	\$ 489,741.00

Certification:

I hereby certify that the City of Brea has budgeted and will meet the Maintenance of Effort (MOE) requirement for Fiscal Year 2019-20.

Cindy Russell
Finance Director Signature

Cindy Russell
Finance Director (Print Name)

June 3, 2019
Date

¹Funding sources include Measure M, federal, state, redevelopment, and bond financing.



APPENDIX C

Congestion Management Program (CMP)

Jurisdiction:	City of Brea
----------------------	---------------------

CMP Monitoring Checklist: Level of Service				
CMP Checklist		YES	NO	N/A
1.	Check "Yes" if either of the following apply: <ul style="list-style-type: none">There are no CMP intersections in your jurisdiction.Factoring out statutorily-exempt activities¹, all CMP intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.				
2.	If any, please list those intersections that are not operating at the CMP LOS standards. <ul style="list-style-type: none">_______________			<input checked="" type="checkbox"/>
3.	Will deficient intersections, if any, be improved by mitigation measures to be implemented in the next 18 months or improvements programmed in the first year of any recent funding program (i.e., local agency CIP, CMP CIP, Measure M CIP)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	a. If not, has a deficiency plan been developed for each intersection that will be operating below the CMP LOS standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Additional Comments:				
I certify that the information contained in this checklist is true.				
Farhad Iranitalab Name (Print)		City Traffic Engineer Title	 Signature	06/05/19 Date

¹The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.



APPENDIX C

Congestion Management Program (CMP)

Jurisdiction:	City of Brea
----------------------	---------------------

CMP Monitoring Checklist: Deficiency Plans				
CMP Checklist		YES	NO	N/A
1.	Check "Yes" if either of the following apply: <ul style="list-style-type: none">There are no CMP intersections in your jurisdiction.Factoring out statutorily-exempt activities², all CMPHS intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.				
2.	If any, please list those intersections found to not meet the CMP LOS standards. <ul style="list-style-type: none">_______________			<input checked="" type="checkbox"/>
3.	Are there improvements to bring these intersections to the CMP LOS standard scheduled for completion during the next 18 months or programmed in the first year of the CIP?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 3 NEED TO ANSWER THE REMAINING QUESTIONS.				
4.	Has a deficiency plan or a schedule for preparing a deficiency plan been submitted to OCTA?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Does the deficiency plan fulfill the following statutory requirements:			
	a. Include an analysis of the causes of the deficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	b. Include a list of improvements necessary to maintain minimum LOS standards on the CMPHS and the estimated costs of the improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	c. Include a list of improvements, programs, or actions, and estimates of their costs, which will improve LOS on the CMPHS and improve air quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	i. Do the improvements, programs, or actions meet the criteria established by SCAQMD (see the CMP Preparation Manual)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

²The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.



APPENDIX C

Congestion Management Program (CMP)

Jurisdiction:	City of Brea
----------------------	---------------------

CMP Monitoring Checklist: Capital Improvement Program

CMP Checklist		YES	NO	N/A
1.	Did you submit a seven-year Capital Improvement Program (CIP) to OCTA by June 30?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the CIP include projects to maintain or improve the performance of the CMPHS (including capacity expansion, safety, maintenance, and rehabilitation)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Is it consistent with air quality mitigation measures for transportation- related vehicle emissions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Was the Web Smart CIP provided by the OCTA used to prepare the CMP CIP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional Comments:

I certify that the information contained in this checklist is true.

Farhad Iranitalab

Name (Print)

City Traffic Engineer

Title

Farhad Iranitalab

Signature

6/5/19

Date

FINAL REPORT

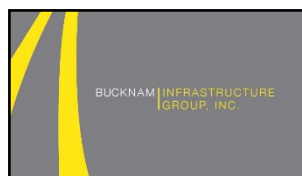
UPDATED CITYWIDE PAVEMENT MANAGEMENT PLAN

***OC Go
2019-2026***



Submitted to:

***City of Brea, CA
February 4, 2019***



February 4, 2019

Mr. Will Wenz
Public Works Superintendent
CITY OF BREa
1 Civic Center Circle
Brea, CA 92821

Subject: City of Brea –OCTA Pavement Management Compliance Report 2019

Dear Will:

As part of the 2019 Update of the Pavement Management Plan (PMP) for the City of Brea, *Bucknam Infrastructure Group, Inc.* is pleased to submit the PMP reporting required by the Orange County Transportation Authority (OCTA). This data/report will be submitted to OCTA as part of the City's required biennial PMP prior to June 30, 2019.

The information contained in this report was used to develop the recommended improvement program for the pavement network. The report covers the following categories:

- **Pavement Management Plan Certification**
- **Quality Assurance / Quality Control (QA/QC) Plan**
- **Pavement Management Data Files (electronic Brea.e70 file format)**
- **Pavement Management Plan that includes the following:**
 - **Average Pavement Conditions For Each Segment in the Network (PCI Report)**

The Pavement Condition Index report shows the present condition of each street in the pavement network (MPAH and Locals). In addition, the report shows the basic geometry of each street segment.
 - **Seven-year Projected PCI Under Existing Funding Levels**

This report identifies the projected PCI's based on the local agencies current funding programs. This report details the PCI projects for the entire network, MPAH roadways and Local streets.
 - **Seven-year Plan for Road Maintenance and Rehabilitation (Forecasted Maintenance Report)**

The Forecasted Maintenance Report projects the street maintenance activities required for the next seven years, broken down to show maintenance levels for all streets. This includes all scheduled projects provided by the City for fiscal years 2019 through 2026.

- **Alternative Funding Levels**

OCTA has requested two reports indicating the necessary funding to maintain the City's current weighted average PCI as well as the necessary funding to improve the weighted average PCI by one PCI point over the next seven years.

- **Backlog by Fiscal Year (re: unfunded restoration, rehabilitation and reconstruction)**

- **Percentage of total network in each of the five condition categories based on centerline mileage**

- **Local Match Reduction Reporting**

❖ In order to be eligible for Local Match Reduction of 10%, the following must be submitted:

- Measurable improvement of paved road conditions during the previous reporting period defined as an overall weighted (by area) average system improvement of one PCI point.
- No reduction in the overall weighted (by area) average PCI in the MPAH or local street categories
 - or -
- Have road pavement conditions, for the overall network, during the previous reporting period within the highest twenty (20%) of the scale for road pavement conditions in conformance with OCTA Ordinance No. 3, defined as a PCI of 75 or higher, otherwise defined as in "good condition".

These reports will be submitted to the City of Brea as part of the biennial Pavement Management Plan that is due prior to June 30, 2019. These reports will be packaged in a way that it will be easy for staff to review.

All comments received from the City have been incorporated in the reports that follow. All of the City's issues and needs that were brought to our attention are included in the report. It has been a pleasure working with you and the City on updating your Pavement Management Plan. We look forward to the continued success of this project and future teamwork with City staff.

Sincerely,

Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
Project Manager
Infrastructure Management – GIS Services

BUCKNAM INFRASTRUCTURE GROUP, INC.
3548 Seagate Way, Suite 230 Oceanside, CA 92056
T. 760.216.6529 F. 760.216.6549
www.bucknam-inc.com



**2019 Citywide Pavement Management Plan – OCTA Submittal
Final Report – June 30, 2019**

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CITY OF BREA PAVEMENT MANAGEMENT PLAN

- part of -

**COUNTYWIDE PAVEMENT MANAGEMENT PLAN GUIDELINES
(OCTA Guideline – April 2018)**

Prepared by: Bucknam Infrastructure Group, Inc.
Submitted to OCTA: June 30, 2019



**2019 Citywide Pavement Management Plan – OCTA Submittal
Final Report – June 30, 2019**

I. Pavement Management Plan Certification

The City of Brea, CA certifies that it has a Pavement Management Plan in conformance with the criteria stated in the Orange County Transportation Authority Ordinance No. 3. This ordinance requires that a Pavement Management Plan be in place and maintained to qualify for allocation of revenues generated from renewed Measure M (M2).

The plan was developed by Bucknam Infrastructure Group, Inc. using MicroPAVER, a pavement management system conforming to American Society for Testing and Materials (ASTM) Standard D6433-16, and contains, at a minimum, the following elements:

- Inventory of MPAH and Local routes reviewed and updated biennially. The last update of the inventory was completed on February, 2019 for the Arterial (MPAH) and February, 2019 for the Local streets;
- Assessment of the pavement condition for all routes in the system, updated biennially. The last field review of the pavement condition was completed in April, 2018;
- Percentage of all section of pavement needing:
 - Preventive Maintenance = 27.3%;
 - Rehabilitation = 24.5%;
 - Reconstruction = 4.5%
- Budget needs for preventive maintenance, rehabilitation and/or reconstruction of deficient sections of pavement for:
 - Current biennial period \$6,600,000;
 - Following biennial period \$6,200,000
- Funds budgeted or available for Preventive Maintenance, Rehabilitation and/or Reconstruction.
 - Current biennial period \$4,500,000;
 - Following biennial period \$4,100,000
- Backlog by year of unfunded rehabilitation, restoration and reconstruction needs (See page 9);
- The Pavement Management Plan is consistent with countywide pavement condition assessment standards as described in the OCTA Countywide Pavement Management Plan Guidelines adopted by the OCTA Board of Directors.

*An electronic copy of the Pavement Management Plan (with MicroPAVER or StreetSaver compatible files) has been or will be submitted with the certification statement. A copy of this certification is being provided to the Orange County Transportation Authority.

Submitted by:

Name (Print)

City of Brea
Jurisdiction

Signed

Date

Director of Public Works
Title

**2019 Citywide Pavement Management Plan – OCTA Submittal
Final Report – June 30, 2019**

II. EXECUTIVE SUMMARY**2018 UPDATE OF PAVEMENT MANAGEMENT PLAN (PMP)**

As the City of Brea's infrastructure continues to mature Public Works priorities such as Local street overlay rehabilitation and proactive Arterial CIP maintenance are key projects to City staff. With the City mostly built-out, wear and tear on the infrastructure will occur at an ever increasing rate. Pavement aging through annual weathering, dynamic and static vehicle loading, and increased usage, compounded with the increased cost of performing maintenance and rehabilitation, add to the yearly operational budget of the pavement network. System sustainability can only be achieved through proactive scheduling and the implementation of cost-efficient pavement applications.

In the upcoming years as the City continues to build upon this study through future inspections and maintenance work history, Brea pavement data will continue to provide reliable data. This will enhance the PMP through detailed Orange County Transportation Authority (OCTA) OC Go funding analysis, City specific budgetary reporting and level of service reporting.

The Brea PMP has been developed to assist City personnel by providing current data on the City's street network and to develop cost-effective maintenance strategies to maintain a desirable level of pavement performance on a network scale, while optimizing the expenditure of limited fiscal resources. The project consisted of analyzing the City's 2017 dataset for quality and usability. In doing this, we were tasked to generate an updated Capital Improvement Program report that identified recommendations and deficiencies in the current operating and maintenance efforts put forth by the City.

We surveyed all designated arterial, collector (MPAH) and local routes this past spring to assist the City in being compliant with OCTA – OC Go April 2018 guidelines. Additionally, we updated the City's unique Pavement Management – GIS layer that will continue to assist the City in analyzing pavement conditions and other attribute information through the use of ESRI ArcMap.

Bucknam Infrastructure Group reviewed the City's previous maintenance efforts and the current 2018-19 proposed street improvements for pertinent pavement information in order to generate a CIP report that identified recommendations and opportunities for improvement in the current operating and maintenance efforts put forth by the City. The result of these work efforts is this report.

2019 Citywide Pavement Management Plan – OCTA Submittal Final Report – June 30, 2019

III. BACKGROUND (BREA PMP)

In late 1990, voters throughout Orange County approved a ½-cent sales tax for transportation improvements known as OC Go, formerly known as Measure M2. Funding for streets and roads are included within the sales tax and are distributed to local agencies through both formula and a competitive method. In late 2006, the renewal of OC Go was approved by voters that would continue the ½-cent sales tax for thirty additional years, starting in 2011.

The primary goal of this report is to comply with established guidelines from OCTA to ensure that field data collection and reporting efforts performed by outside consultants or local agency staff are consistent. This is required in order that funding allocations can be reviewed and based on agency comparable pavement conditions. Specifically, our findings and recommendations provide Public Works administrators, managers and field personnel with:

- * *PMP report consistent with OCTA OC Go guidelines*
- * *the present condition status of the pavement network (arterial, collector, residential and industrial streets), as a whole and of any grouping or individual component within the City;*
- * *a ranked list of all streets, or segments of streets, by condition within the network;*
- * *rehabilitation/maintenance needs of each street segment by year;*
- * *an optimized priority maintenance and rehabilitation program based on cost/benefit analysis and various levels of funding;*
- * *optimum annual pavement expenditure levels for pavement maintenance for the next seven (7) years;*
- * *prediction of the life-cycle performance of the City's pavement network and each individual street section; and*
- * *pavement condition data and analysis presented in GIS through ESRI ArcMap*

Pavement is a dynamic structure where deterioration is constantly occurring; thus the pavement management system needs to be updated on a regular basis to reflect these changes in pavement conditions, pavement maintenance histories, and maintenance strategies based upon budgetary constraints. In our approach to develop the City's forecasted maintenance recommendations we worked with Brea Public Works/Engineering staff in identifying unit costs for all maintenance practices used on an annual basis. Currently, based upon the City's maintenance practices and their associated unit costs, the total replacement value of the Brea pavement network is \$170,385,200. This value clearly indicates that the City's pavement network is the most valuable and essential asset to Brea. The City's use of slurry seal, AC Overlay and R&R practices are typically applied at a five year, ten year and 25 year frequency respectively. These frequencies are typical but the City may see increases in deterioration rates due to environmental, load and high average daily traffic (ADT) volumes. For example, high ADT volumes along one of Brea's arterial streets will increase deterioration rates for a previously applied AC Overlay compared to a small local street. These deterioration rates are monitored through frequent inspections and functional class deterioration analysis within the City's PMP database.

**2019 Citywide Pavement Management Plan – OCTA Submittal
Final Report – June 30, 2019**

FINDINGS AND RECOMMENDATIONS

Through our assessment of historical maintenance performed within the City and through our discussions with City staff the conditional data found across the network clearly shows that the City has applied strong, preventative maintenance strategies over the past decade. Pavement management involves frequent preventative maintenance; as pavement deteriorates through heavy traffic impacts, weathering and time, preventative maintenances (such as slurry seal, stop gap, etc.) have limited benefits. More aggressive maintenance applications have to be used.

Our study has shown that key slurry seal and selective overlay projects will be needed over the next seven years to maintain the network's high level of condition. Currently, the City's two major streets networks (Local & Arterial) hold high weighted PCI values; it is our recommendation that a proactive, common sense overlay program and a continued slurry seal program be scheduled over the next several fiscal years. This will ensure that the citywide weighted PCI will sustain itself and allow for routine slurry seal maintenance to continue.

We have found and recommend the following detailed items which should be reviewed and considered for a proactive approach to the future management of the PMP:

ARTERIAL / COLLECTOR (MPAH) FINDINGS AND RECOMMENDATIONS

The actual workload requirements identified indicate that the Arterial (MPAH) street network is currently in "Good" condition. To maintain this condition, it is critical that preventive maintenance and overlay activities are funded at the levels identified on page 9 to maintain a "Good" network weighted average PCI value. Our MPAH findings for conditional data and recommendations for revenue expenditures are shown below:

- The MPAH network has a weighted PCI of 83.2
- The MPAH network consists of 29.6 centerline miles and 7,825,488 SF of pavement;
- Currently, 8.3% of the MPAH network (8.1 centerline miles) qualify for slurry seal/stop gap maintenance; 6.2% of the Arterial network (6.0 centerline miles) qualify for rehabilitation/reconstruction maintenance;
- At a minimum, MPAH maintenance projects should focus on the maintaining the current weighted average PCI of 83 over the next 7 years;
- Develop a proactive fiscal and planned approach to identify MPAH overlay projects based on the deterioration modeling within MicroPAVER;
- Appropriate MPAH revenues at an average of \$1.42 Million /yr for the term of the seven-year CIP to generate the results identified on page 9 (VI. Alternative Funding Levels (Increase PCI); and
- Perform pavement inspections on the MPAH network every two years to build a solid planning model within MicroPAVER to track PCI deterioration; also follows new OCTA guidelines for OC Go.

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LOCAL FINDINGS AND RECOMMENDATIONS

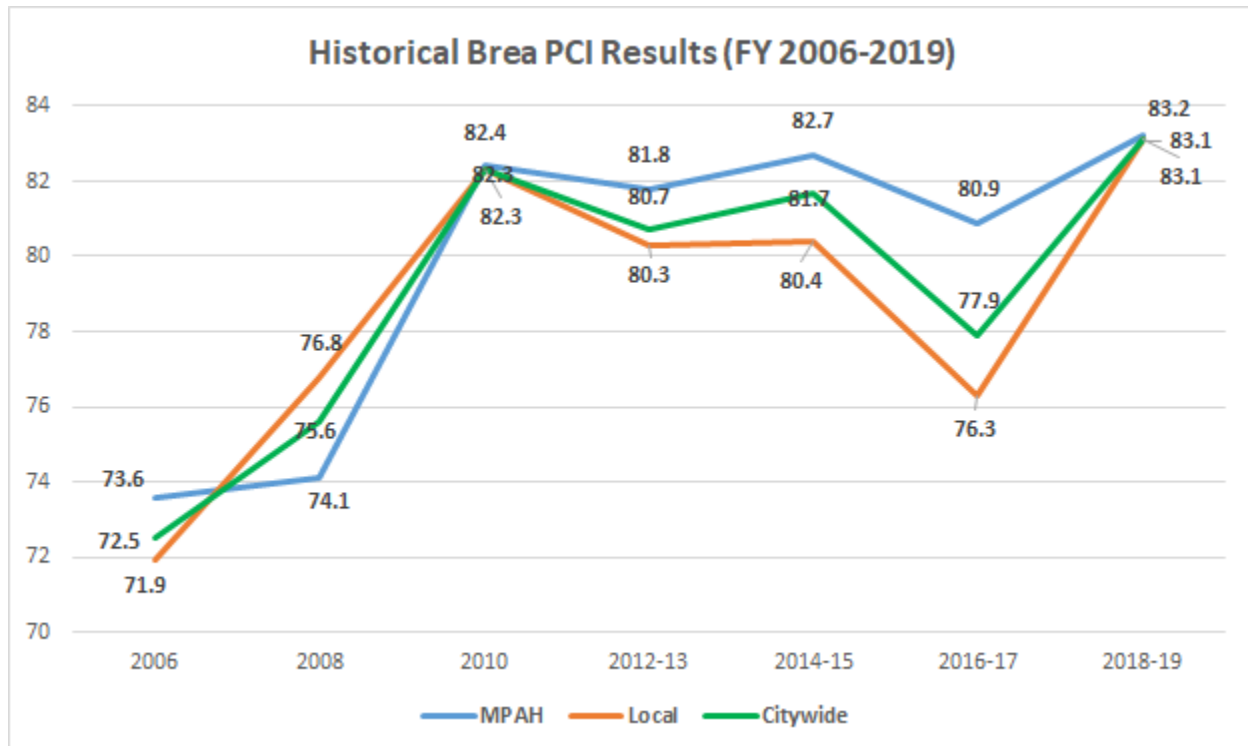
The actual workload requirements identified indicate that the Local street network is currently in “Good” condition. To maintain this condition, it is critical that preventive maintenance and overlay activities are funded at the levels identified on page 9 to maintain a “Good” network weighted average PCI value. Our Local network findings for conditional data and recommendations for revenue expenditures are shown below:

- The Local network has a weighted PCI of 83.1;
 - The City’s slurry program over the past 5+ years has made a tremendous impact to the overall weighted Local PCI;
 - It is recommended that this program continue until all qualifying sections are addressed;
 - At the completion of the slurry program and defined overlay schedule is recommended for the next seven to ten years (i.e. FY 2023 thru 2030).
 - The new overlay program should take into consideration the deterioration of previously applied slurry and pavement section(s) age.
- The Local network consists of 96.5 centerline miles and 18,039,326 SF of pavement;
- Currently, 19.0% of the Local network (26.2 centerline miles) qualifies for slurry seal/stop gap maintenance; 22.3% of the Local network (30.5 centerline miles) qualify for rehabilitation/reconstruction maintenance;
- At a minimum, Local maintenance projects should focus on increasing the current PCI above a weighted average of 80 within next 7 years;
- Develop a proactive fiscal and planned approach to identify arterial overlay projects based on the deterioration modeling within MicroPAVER;
- Appropriate Local revenues at an average of \$1.87Million /yr for the term of the seven-year CIP to generate the results identified on page 9 (VI. Alternative Funding Levels (Increase PCI); and
- Perform pavement inspections on the Local network every four years to build a solid planning model within MicroPAVER to track PCI deterioration; also follows new OCTA guidelines for OC Go.

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IV. CURRENT PAVEMENT CONDITIONS (PCI)

Rank	Fiscal Year						
	2006	2008	2010	2012-13	2014-15	2016-17	2018-19
MPAH	73.6	74.1	82.4	81.8	82.7	80.9	83.2
Local	71.9	76.8	82.3	80.3	80.4	76.3	83.1
Citywide	72.5	75.6	82.3	80.7	81.7	77.9	83.1



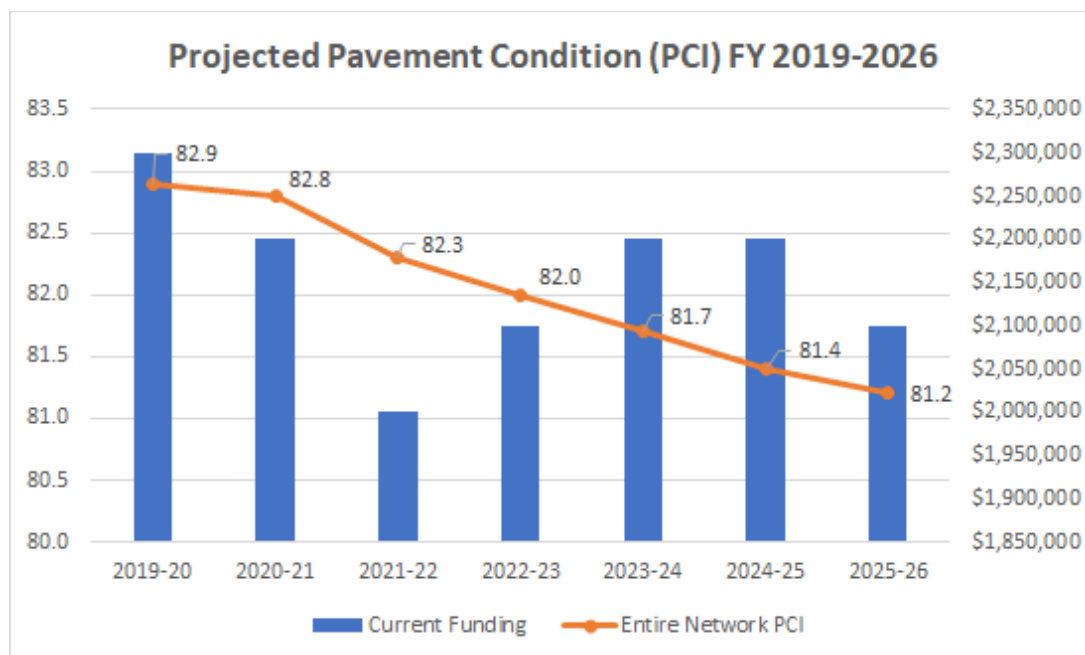
Condition	PCI Range	MPAH	Local	Total Mi.	% of Network
Very Good	(86-100)	15.4	39.1	54.5	43.8%
Good	(75-85)	8.1	25.9	34.0	27.3%
Fair	(60-74)	4.0	14.5	18.5	14.9%
Poor	(41-59)	1.3	10.6	11.9	9.6%
Very Poor	(0-40)	0.6	5.0	5.6	4.5%
		29.4	95.1	124.5	

Table above depicts section mileage

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V. PROJECTED PAVEMENT CONDITIONS (PCI) – CURRENT FUNDING

FY	Current Funding	Entire Network PCI	MPAH PCI	Local PCI
Today	~	83.1	83.2	83.1
2019-20	\$2,300,000	82.9	82.8	83.0
2020-21	\$2,200,000	82.8	82.6	83.0
2021-22	\$2,000,000	82.3	82.0	82.5
2022-23	\$2,100,000	82.0	81.7	82.2
2023-24	\$2,200,000	81.7	81.4	82.0
2024-25	\$2,200,000	81.4	81.0	81.8
2025-26	\$2,100,000	81.2	80.5	81.7
	\$15,100,000			



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VI. ALTERNATIVE FUNDING LEVELS

Maintain Existing Average Network PCI

FY	Maintain Funding	Entire Network PCI	MPAH PCI	Local PCI
Today	~	83.1	83.2	83.1
2019-20	\$2,700,000	83.2	83.0	83.4
2020-21	\$2,750,000	83.8	83.5	84.1
2021-22	\$2,750,000	83.9	83.1	84.6
2022-23	\$2,750,000	83.5	82.9	84.1
2023-24	\$2,750,000	83.4	82.8	83.8
2024-25	\$2,750,000	83.2	82.8	83.6
2025-26	\$2,750,000	83.1	82.6	83.7
	\$19,200,000			

Improve Average Network PCI

FY	PCI Increase Funding	Entire Network PCI	MPAH PCI	Local PCI
Today	~	83.1	83.2	83.1
2019-20	\$3,300,000	83.5	83.4	83.6
2020-21	\$3,300,000	84.6	84.2	85.1
2021-22	\$3,200,000	84.7	84.3	85.2
2022-23	\$3,000,000	84.5	84.5	84.7
2023-24	\$3,000,000	84.7	84.6	84.9
2024-25	\$3,000,000	84.8	84.7	85.0
2025-26	\$3,000,000	85.0	84.8	85.2
	\$21,800,000			

VII. CURRENT AND PROJECTED BACKLOG BY YEAR OF PAVEMENT MAINTENANCE NEEDS

Fiscal Year	Current Funding Backlog	Maintain Funding Backlog	Increase PCI Backlog
Current	\$13,850,000	\$13,850,000	\$13,850,000
2018-19	\$14,600,000	\$14,900,000	\$13,400,000
2019-20	\$15,850,000	\$15,200,000	\$13,050,000
2020-21	\$17,100,000	\$15,650,000	\$12,800,000
2021-22	\$18,300,000	\$16,000,000	\$12,700,000
2022-23	\$19,100,000	\$16,450,000	\$12,400,000
2023-24	\$20,500,000	\$16,900,000	\$11,850,000
2024-25	\$21,300,000	\$17,300,000	\$11,500,000

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DEFERRED MAINTENANCE

Delaying repairs on streets where pavement conditions indicate a need generates deferred maintenance or “backlog”. Deferred maintenance is work that is postponed to a future budget cycle, or until funds are available. As maintenance is deferred, the opportunity to apply preventive, life extending pavement treatments is forfeited and the ultimate cost of rehabilitation multiplies (i.e. slurry seal costs to overlay costs). By using the City’s pavement maintenance applications and their associated unit costs, when a budgetary model is exercised within the PMP software the amount of deferred maintenance is calculated. Based upon the available budget applied to the model, deferred maintenance will increase or decrease.

As maintenance is deferred, the opportunity to apply life extending preventive pavement applications is lost and the ultimate cost of rehabilitation multiples.

In the case of Brea, the City’s actual budget will continue to increase the amount of deferred maintenance on both the Arterial and Local networks.

VIII. CENTERLINE MILEAGE

Rank	PCI	Ctr. Line MI.	SF
MPAH	83.2	29.6	7,825,488
Local	83.1	96.5	18,039,326
Citywide	83.1	126.1	25,864,814

IX. PERCENTAGE OF NETWORK IN EACH OF FIVE CONDITION CATEGORIES BASED ON CENTERLINE MILES

Condition	PCI Range	Network	Percent Area of Total Pavement	Area of Pavement (SF)	Percent Centerline Mi. of Network	Centerline Mileage of Network
Very Good	(86-100)	MPAH	15.4%	4,017,855	12.1%	15.6
		Local	27.8%	7,260,687	30.8%	39.8
Good	(75-85)	MPAH	8.3%	2,157,967	6.3%	8.1
		Local	19.0%	4,961,703	20.3%	26.2
Fair	(60-74)	MPAH	4.3%	1,135,912	3.1%	4.0
		Local	10.8%	2,820,985	11.3%	14.6
Poor	(41-59)	MPAH	1.3%	351,019	1.1%	1.4
		Local	7.6%	1,986,054	8.4%	10.9
Very Poor	(0-40)	MPAH	0.6%	162,735	0.4%	0.6
		Local	3.9%	1,009,897	3.9%	5.0
				25,864,814		126.1

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X. REDUCTION IN M2 LOCAL MATCH

A local agency match reduction of 10% of the eligible cost for projects submitted for consideration of funding through the M2 Comprehensive Transportation Funding Programs (CTFP) call for projects is available if the local agency either:

- a. Shows measurable improvement of paved road conditions during the previous reporting period defined as an overall weighted (by area) average system improvement of one Pavement Condition Index (PCI) point with no reduction in the overall weighted (by area) average PCI in the Master Plan of Arterial Highways (MPAH) or local categories:

or

- b. Have road pavement conditions during the previous reporting period, within the highest 20% of the scale for road pavement conditions in conformance with OCTA Ordinance No. 3, defined as a PCI of 75 or higher, otherwise defined as in “good condition”.

Road conditions found through our 2019 PMP management study shows that the City is eligible for Local Match Reduction based on the current network weighted PCI of 83.1 (system is showing measurable improvement from last 2017 PMP report AND currently has a weighted PCI over 75).

**XI. APPENDIX A – SEVEN YEAR ROAD MAINTENANCE AND REHABILITATION
PLAN BASED ON CURRENT OR EXPECTED FUNDING LEVEL**

XII. APPENDIX B – COMPLETE STREET LISTING CURRENT CONDITIONS

XIII. APPENDIX C – QUALITY ASSURANCE / QUALITY CONTROL PLAN

Introduction

When performing data collection in any field, the need for quality control is paramount as it is essential for accurate planning, analysis and design. This is particularly true for collecting pavement distress data for a pavement management program.

The Quality Assurance / Quality Control (QA/QC) Plan establishes minimum quality standards for performance and procedures for update of the pavement management program.

Objectives

This document constitutes a formal QA/QC Plan for the City of Brea. It was prepared on February, 2019 and last revised in February, 2019.

Specifically, it is intended for the 2019 Pavement Management Plan Update. The focus is on the collection of network-level pavement distress data (defined by National Cooperative Highway Research Program (NCHRP) Synthesis 401 Quality Management of Pavement Data Collection, as “Network-level data collection involves collection of large quantities of pavement condition data, which is often converted to individual condition indices or aggregated into composite condition indices”).

This document also addresses the QA/QC plan requirements of the Orange County Transportation Authority (OCTA)’s “Countywide Pavement Management Plan Guidelines” (Section 2.4), adopted in May 2010.

Structure of QA/QC Plan

The following components are addressed in this QA/QC Plan:

- Condition survey procedures used;
- Accuracy required for data collection;
- Inspector qualifications and experience; and
- Safety.

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Condition Survey Procedures

The governing document in performing condition surveys for the City of Brea is ASTM D6433-16 “Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys.” Both asphalt concrete (AC) and Portland cement concrete (PCC) pavements are included in this protocol. The following distresses are collected for each pavement type:

Asphalt Concrete	Portland Cement Concrete (Jointed)
1. Alligator (fatigue) cracking	1. Blow-up/Buckling
2. Bleeding	2. Corner Breaks
3. Block Cracking	3. Divided Slab
4. Bumps and sags	4. Durability ("D") Cracking
5. Corrugation	5. Faulting
6. Depression	6. Joint Seal damage
7. Edge Cracking	7. Lane/Shoulder Drop-off
8. Joint Reflection Cracking	8. Linear Cracking
9. Lane/Shoulder Drop-off	9. Patching (large) and Utility Cuts
10. Longitudinal & Transverse Cracking	10. Patching (small)
11. Patching and Utility Cut Patching	11. Polished Aggregate
12. Polished aggregate	12. Popouts
13. Potholes	13. Pumping
14. Railroad Crossing	14. Punchout
15. Rutting	15. Railroad Crossing
16. Shoving	16. Scaling, map cracking and crazing
17. Slippage Cracking	17. Shrinkage Cracks
18. Swell	18. Spalling (corner)
19. Weathering	19. Spalling (joint)
20. Raveling	

As required by the Orange County Transportation Authority (OCTA), the City of Brea must prepare and implement a quality assurance / quality control (QA/QC) plan regarding pavement management inspection as they pertain to MicroPAVER. For the purposes of this report, Bucknam has demonstrated below how our project team implemented QA/QC procedures during the project.

Our QA/QC plan focuses on the how each pavement inspection is performed, what distresses are collected and ensures that it complies with the OCTA guidelines defined within the “Countywide Pavement Management Plan Guidelines (CPMPG)”.

As shown within the OCTA (CPMPG), our staff followed and delivered on the requirements stated within Chapter 2, page 2-5 which require specific QA/QC data (Items A through G). Additionally, Chapter 3 requires numerous data/deliverables from local agencies for OC Go eligibility. All general PCI budgetary report submittals will follow the Chapter 3 guidelines.

In conjunction with the outlined items within the CPMPG Section 2 we have summarized our QA/QC procedures below:

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- a. **Descriptions of condition survey** - Our staff follows the required Condition Survey Protocols (CPMPG, Chapter 2); our staff assesses each pavement section for the minimum distresses outlined within Chapter 2, page 2-1. Additionally, based on the pavement conditions found, we collect all MicroPAVER/StreetSaver Army Corps of Engineers (ACOE) distresses, if found within the sample sections; for example, if slippage cracking, potholes, etc. are found our survey technicians record the proper information.
- b. **How data was collected** - Our surveys follow the OCTA accepted walking requirements. All sections that our staff surveys are performed through the walking method, approximately 10% of all sections surveyed were complemented with windshield surveys based on unique conditions found. Our staff physically measures the width of every section as well as measure for any square footage adjustment that need to be added or taken away from a sections “true area” (i.e. cul-de-sac, bus pads, street width variances, etc.). Samples taken always include a minimum of 2,500 SF coverage unless specific section limits prohibit this. Arterial section samples utilize a 3,500 SF sample size due to the larger section area (this is within the ASTM D6433-16 sample size calculation. Field crews typically include one individual for residential pavement sections while Arterial (MPAH) routes utilize a two-person crew for safety, traffic control and increases quality control.
- c. **Accuracy required for data collection** - We use a statistical sampling approach for measuring the quality of our field technician’s work. In this manner, 10 percent of the original surveys are re-surveyed by a different survey crew than the original, supervised by a field supervisor, and the results are compared to the original surveys. Our QC process involves checking the field crews’ work in a “blind study” fashion. Quality control checks are performed at the end of each survey week. This ensures that all field personnel are properly collecting section samples, distress types and distress severities for all street segments.
 - ❖ When QA/QC issues are found, our staff documents the issues within MicroPAVER’s user interface. If distress types found are not within the 97% accuracy our QA/QC is expanded beyond our minimum 10% resurvey to 20% of the original survey
- d. **Random and Systematic Re-Inspections** – As described above our staff re-inspects, as a minimum, 10% of the original survey (OCTA only requires 5%). Per the agencies requests, our staff will submit PCI reports to the agency as project status reports for their review. Agencies will typically review specific pavement sections for PCI accuracy based on recent overlay or slurry seal maintenance; this serves as an initial accuracy check on our surveys (outside Bucknam QC efforts). Additionally, our staff performs “ride-a-long” surveys with local agency staff to build consensus on how our MicroPAVER/StreetSaver ACOE surveys are performed, recorded and reported on.

Random re-inspections will include a representative selection across the following categories:

- Functional classed (i.e. MPAH, locals);
- Surface types (e.g. AC or PCC);
- Pavement conditions (e.g. good, fair, poor);
- Inspectors;
- Geographical areas, if applicable.

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For systematic re-inspections, this could be due to noticed trends such as specific treatment types (e.g. open-graded mixed), a specific inspector or geographical area. In these cases Bucknam continues to utilize a 10% re-inspection policy.

- e. **PCI Comparison with Past Surveys** - if previous inspection data is available, new PCI's calculated through the most recent inspections will be compared to previous PCI's. If the variance in PCI is greater than +/- 10 PCI points, these sections will be flagged for further investigation and/or re-inspection (In the cases that a PCI increases or decreases by 10 points follows the established CPMPG guidelines; Appendix A, page A-18).
- f. **Schedule of data submittal** – Pending on the City's last major PMP submittal, Bucknam will assist the agency in submitting the following:
 - ❖ Master Plan of Arterial Highways (MPAH) routes will be surveyed and reported on at least once every two years
 - ❖ Local streets will be surveyed and reported on every six years
 - ❖ Corresponding MPAH and local PCI reporting and budgetary reporting will be submitted every two years
- g. **Experience of Inspectors** – Bucknam staff have been trained on the use of MicroPAVER and the ACOE MicroPAVER segment calibration and inspection practices. Mr. Peter Bucknam (Project Manager) have completed the MicroPAVER Certification of Professional Development courses. All Bucknam field technicians are trained using the ACOE survey methodologies and have passed OCTA's prequalification testing.

Bucknam Infrastructure Group inspectors have attended formal training on pavement condition distress surveys. This training was conducted prior to performing any work using the ASTM D6433-16 protocols, consistent with OCTA's requirements.

Inspector Name	Date of ASTM D6433-16 Training	Training Conducted by
Colin Anderson	Oct-17	OCTA
Dan Lipinski	Oct-17	OCTA

- h. **Field data collection safety procedures** – Bucknam field survey techniques utilize the following procedures:
 - a. All vehicles are properly marked or flagged with appropriate sign markings indicating that a "PAVEMENT SURVEY IS IN PROGRESS"
 - b. All vehicles have the proper flashing amber light beacons placed on the top of the vehicle to allow for proper visibility and line-of-site warning
 - c. Large MPAH routes are surveyed using two field technicians to increase traffic control warning and safety
 - d. While parking or stopping along the survey route, vehicles legally park within the right-of-way or use a parking lot
 - e. All field technicians wear ANSI – 105 Class II safety vests

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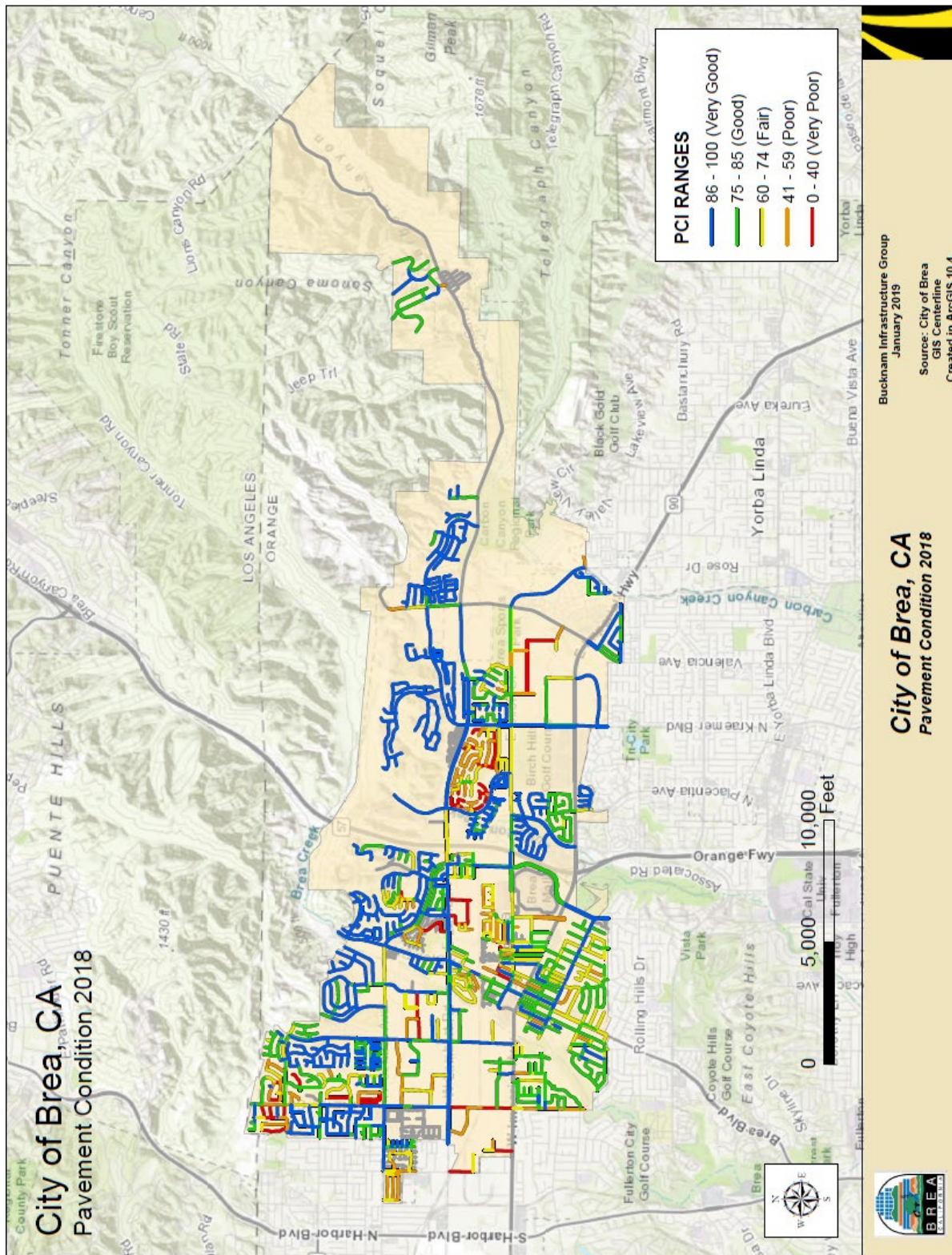
XIV. APPENDIX D – PAVEMENT MANAGEMENT DATA FILES

The City of Brea MicroPAVER database (.e70 file) has been enclosed for City and OCTA use. This data and the associated reporting data includes:

- Street names and limits for the City's public streets
- Street identifiers (Branch ID, Section ID)
- Direction
- Begin and end of section
- Length, width and true areas
- Functional Classification (MPAH, Local)
- Number of travel lanes
- Pavement Condition Index (PCI) and date of inspection
- Type of recommended treatment
- Cost of recommended treatment

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XV. APPENDIX E – GIS MAPS / CURRENT CONDITIONS



RESOLUTION NO. 2019-044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA CONCERNING THE STATUS AND UPDATE OF THE MPAH CIRCULATION ELEMENT CONSISTENCY AND MITIGATION FEE PROGRAM, AND PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M (M2) PROGRAM

A. RECITALS

(i) Whereas, the City of Brea desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH) and

(ii) Whereas, the City of Brea had endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH, and

(iii) Whereas, the City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction, and

(iv) Whereas, the City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2017-18 and FY 2018-19, and

(v) Whereas, the City is required to send biennially to the OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs;

(vi) Whereas, the City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development; and

(vii) Whereas, the City is required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

(viii) Whereas, the City is required to adopt and update a Pavement management Plan (PMP, using the required format, regarding the status of road pavement conditions and implementation of the PMP on a biennial basis; and

RESO NO. 2019-044

June 18, 2019

(ix) Whereas, the City is required to provide a plan that manages the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved roads.

B. RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Brea, does hereby inform OCTA that:

- 1) The arterial highway portion of the City Circulation Element of the City is in conformance with the MPAH.
- 2) The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2017-18 and FY 2018-19.
- 3) The City reaffirms that Council concurs with the existing Mitigation Fee Program.
- 4) The PMP is in conformance with the PMP Submittal Template provided in the Countywide Pavement Management Plan Guidelines.
- 5) The City hereby adopts a PMP and has provided an updated PMP report, using the required format to Orange County Transportation Authority.
- 6) The Public Works Director, City Engineer or designee is authorized to sign the PMP Certification form.

APPROVED AND ADOPTED this 18th day of June, 2019.

Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

RESO NO. 2019-044
June 18, 2019

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 City Council of the City of Brea held on the 18th day of June 2019, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAINED:	COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2019-044
June 18, 2019

City of Brea**COUNCIL COMMUNICATION**

TO: Honorable Mayor and City Council Members**FROM:** Bill Gallardo, City Manager**DATE:** 06/18/2019**SUBJECT:** Extend Landscape Maintenance Contracts for One Year in Maintenance Districts Nos. 1, 3, 5 and 6.

RECOMMENDATION

Authorize the City Manager to extend the current landscape maintenance contracts for one additional year in Maintenance Districts Nos. 1, 3, 5 and 6.

BACKGROUND/DISCUSSION

The current contracts in Maintenance Districts 1, 3 5 and 6 with Tropical Plaza Nursery, Inc. are in their fifth of five possible years. These landscape maintenance contracts were initially awarded in July of 2014 as a one year contract with four possible extensions. Staff is requesting the extensions to allow time to work on a joint North Orange County Cities Request for Proposals (RFP) for landscape maintenance services. Staff anticipates being able to award new contracts from the RFP for the 2020-2021 Fiscal Year.

Current contract prices along with a two percent requested CPI increase are shown in the table below. The CPI for the 2018 twelve month period was 3.2% which is the maximum increase based on our current agreement.

District	Current Contract	2% CPI Increase	Total Contract Price
District 1	\$14,003	\$280	\$14,283
District 3	\$23,759	\$475	\$24,234
District 5	\$28,527	\$571	\$29,098
District 6	\$77,187	\$1,544	\$78,730

Tropical Plaza Nursery, Inc. has successfully completed the landscape maintenance in the Districts for over fifteen years and staff recommends the one year extension until the new RFP is completed.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this item at their meeting on June 11, 2019 and recommended it for City Council approval.

FISCAL IMPACT/SUMMARY

The current contracts are in the fifth year of five possible years. Staff is requesting to extend the contracts one additional year until a joint RFP can be completed.

There is no General Fund impact with this action. Funding is available in each of the District's budgets through individual assessments for the maintenance contracts and other operational costs. Funds 341,343, 345 and 346 will be used.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent

Concurrence: Tony Olmos, P.E., Director of Public Works

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 06/18/2019

SUBJECT: Authorize Contribution to the City's Section 115 Trust Fund through Public Agency Retirement Services (PARS) for Post-Employment Pension Obligations Costs in the amount of \$756,800 from City Enterprise Funds (Fund 410, Fund 420, Fund 430 and Fund 460)

RECOMMENDATION

Authorize Contribution.

BACKGROUND/DISCUSSION

At the February 5, 2019 and May 21, 2019 meetings, the City Council and staff discussed the option of contributing additional funding to the City's Section 115 Trust Fund through Public Agency Retirement Services (PARS) from the City's Enterprise Funds.

The City's Section 115 Trust Fund with PARS was established in November 2015 to assist the City in "pre-funding" their pension obligations in an irrevocable trust account. The benefits include the following:

- City maintains oversight of investment management and control over the risk tolerance level of the portfolio;
- Assets held in the trust allows for greater investment flexibility and risk diversification compared to the City's General Fund investments;
- Assets could be accessed to offset unexpected rate increases (rate stabilization);
- Potential to improve an agency's bond rating;
- Flexibility to access trust assets at any time as long as it is used to pay employer's pension obligation; and
- The City can also pre-fund retiree health care (OPEB) liabilities within the same program.

The City Council approved an initial contribution of \$6 million with the City's General Fund reserves and currently has a book value of \$7,185,502 as of April 30, 2019. No additional contributions have been made since the establishment of this trust.

Staff is recommending City Council authorize a contribution of \$756,800 from reserves of City Enterprise Funds as follows prior to the end of the current fiscal year (June 30, 2019):

FUND	AMOUNT*
Urban Runoff Fund (410)	\$17,800
Water Utility Fund (420)	\$380,000
Sewer Utility Fund (430)	\$139,000
IT External Support (460)	\$220,000
TOTAL	\$756,800

**The amounts calculated are based upon the funds percentage of the annual pension obligation amount of \$11.9 million including any employee cost sharing.*

This action addresses the City Council's top priorities to *"Continue to pay down unfunded pension liability"* as well as addresses the City's Fiscal Policies Statement to *"Continue to work toward and maintain one years amount of pension obligation costs within the City's Section 115 Trust Account for Post-Employment Benefits"*.

FISCAL IMPACT/SUMMARY

As of 4/30/19, the current book value for the City's Section 115 Trust Fund was \$7,185,502, plus the additional contribution of \$756,800 would bring the balance to \$7,942,302. This balance represents 66% of the annual pension obligation costs for FY 2019-20. The proposed \$756,800 contribution will be included in the next round of proposed quarterly budget adjustments for FY 2018-19.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 06/18/2019

SUBJECT: Approve the Execution of An Assignment Agreement Between the Successor Agency to Brea Redevelopment Agency and the City, and the related assumption by the City, of Senior Housing Assistance Payments to be Paid from the City's Affordable Housing Trust Fund And Taking Other Related Actions

RECOMMENDATION

Approve resolution.

BACKGROUND/DISCUSSION

As Council is aware, the State's 2012 actions to dissolve Redevelopment Agencies caused our Senior Subsidy Program from accepting new applicants at that time. This program provides a \$254 monthly rent subsidy to assist qualified Senior's with their rent payment. This program dates back into Brea Redevelopment Agency history where revenue generated by the Agency provided a reliable and consistent funding source for this program. The unwinding of Redevelopment funded this program through December 2019 with no further funding from that source available after that date. Staff discussed this circumstance with the Council in 2017 and received its direction to continue funding any remaining program participants after December 2019 via the City's Affordable Housing Trust Fund (Fund 270).

To achieve the Council's goal to continue funding any remaining program participants after December 2019 two actions are necessary--the first of which is the subject of this report and provides for the City to approve the assumption agreement between the Successor Agency and the City in order to assume the program's remaining 17 participants and to fund this effort from Fund 270. A second action is provided by a separate report to the City Council (also on this meeting agenda) and is a similar action with the Council acting in its capacity as the Successor Agency. Together, these two actions fulfill the Council goal to see out remaining participants in this program.

The resolution and assignment agreement and related assumption from the Successor Agency to the City are provided as attachments to this report.

FISCAL IMPACT/SUMMARY

The program currently has 17 remaining participants and this annual funding obligation would be $\$254 \times 17 \times 12 = \$51,816$. The proposed program funding is recommended from the City's Affordable Housing Trust Fund (Fund 270) and is budgeted within the proposed FY 2019-20 Budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lee Squire, Financial Services Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

Assignment and Assumption Agreement - Attachment A to Resolution

RESOLUTION NO. 2019-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, APPROVING THE EXECUTION OF AN ASSIGNMENT AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO BREA REDEVELOPMENT AGENCY AND THE CITY, AND THE RELATED ASSUMPTION BY THE CITY OF SENIOR HOUSING ASSISTANCE PAYMENTS TO BE PAID FROM THE CITY'S AFFORDABLE HOUSING TRUST FUND AND TAKING OTHER RELATED ACTIONS

A. RECITALS:

(i) Pursuant to AB X1 26 (enacted in June 2011) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal. 4th 231 (2011), the former Brea Redevelopment Agency (the "Former Agency") was dissolved as of February 1, 2012, the Successor Agency to the Brea Redevelopment Agency (the "**Successor Agency**") was constituted as the successor entity to the Former Agency;

(ii) Before dissolution, the Former Agency established a Senior Citizen Housing Subsidy Program to provide assistance to qualified senior citizens or senior citizen households in the City of Brea (the "**City**");

(iii) In that connection, the Former Agency entered into agreements (the "**Subsidy Agreements**") with respect to a number of leases (the "**Tenant Leases**") between the qualified senior citizens or senior citizen households, as tenants, and respective landlords;

(iv) Each Subsidy Agreement contemplates that certain housing assistance payments thereunder (the "**Assistance Payments**") would continue to the expiration of

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June 18, 2019

the related Tenant Lease, unless terminated earlier pursuant to the terms of the Subsidy Agreement;

(v) The Successor Agency, as the successor to the Former Agency, has continued the Assistance Payments after the Former Agency's dissolution;

(vi) As part of the wind-down of the Former Agency's affairs, the Successor Agency prepared a Last and Final Recognized Obligation payment Schedule (the "**LFROPS**"), which required the approval of the State Department of Finance (the "**DOF**");

(vii) During the review of the LFROPS, the DOF expressed that the Successor Agency should terminate the Assistance Payments by December 2019, which is earlier than the end of term of many related Tenant Leases;

(viii) Separately, the City has established an Affordable Housing Program pursuant to Chapter 20.40 of the Brea City Code and maintains a special fund, designated the "**Affordable Housing Trust Fund**" under Section 20.40.070 of the Brea City Code;

(ix) The City desires to use moneys available in the Affordable Housing Trust Fund to continue the Assistance Payments after December 2019 and, in that connection, the City and the Successor Agency will enter into a Blanket Assignment and Assumption of Senior Citizen Housing Subsidy Agreements (the "**Assignment**");

(x) The City has determined that the Assignment is in furtherance of the City's Affordable Housing Program and consistent with the intended implementation and administration of Affordable Housing Trust Fund;

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea, as follows:

1. The above recitals are true and correct and are a substantive part of this Resolution.
2. The transfer of the Subsidy Agreements to the City pursuant to the Assignment is hereby approved.
3. The use of moneys in the Affordable Housing Trust Fund for the Assistance Payments is hereby approved.
4. Each of the Mayor of the City (or, in the Mayor's absence, the Mayor Pro Tem of the City) and the City Manager (together, the "**Authorized Officers**"), acting individually, is hereby authorized to execute and deliver, for and in the name of the Successor Agency, the Assignment, substantially in the form attached as Attachment A, to effect and evidence such conveyance.
4. The Officers and staff members of the City are hereby authorized, jointly and severally, to do all things (including but not limited to the execution of any certificates or other instruments) which they may deem necessary or proper to effectuate the purposes of the Assignment and this Resolution, and any such actions previously taken are hereby ratified and confirmed.
5. This Resolution will become effective upon adoption.

RESO NO. 2019-045
June 18, 2019

APPROVED AND ADOPTED this 18th day of June, 2019.

Christine Marick, 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 City Council of the City of Brea, held on the 18th day of June, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATE:: _____

Lillian Harris-Neal, City Clerk

RESO NO. 2019-045
June 18, 2019

**BLANKET ASSIGNMENT AND ASSUMPTION OF SENIOR CITIZEN HOUSING
SUBSIDY AGREEMENTS**

THIS BLANKET ASSIGNMENT AND ASSUMPTION OF SENIOR CITIZEN HOUSING SUBSIDY AGREEMENTS (this "Assignment") is dated as of June 18, 2019 but will not be effective until January 1, 2020 (the "Assignment Date") and is entered into by and between the SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY ("Assignor") and the CITY OF BREA ("Assignee").

RECITALS

- A. The Brea Redevelopment Agency ("Agency") entered into the Senior Citizen Housing Subsidy Agreements described on Exhibit "A" attached hereto (the "Agreements").
- B. The Agency was dissolved by operation of law, and Assignor succeeded to the rights and obligations of the Agency under the Agreements.
- C. Assignor wishes to transfer, convey and assign to Assignee (as of the Assignment Date) all rights and obligations of Assignor in, to and under the Agreements, and Assignee wishes to assume (as of the Assignment Date) all of Assignor's obligations under the Agreements.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt legal sufficiency and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of Assignment Date, Assignor hereby grants, assigns and transfers to Assignee all of Assignor's rights and obligations under and to the Agreements.
2. Assumption. Effective as of the Assignment Date, Assignee hereby accepts the assignment from Assignor described in Section 1 of this Assignment, and assumes and agrees to perform all of the terms, covenants, obligations and conditions required to be kept, performed and fulfilled by Assignor under the Agreements; provided, that it is clarified that the City shall pay the housing assistance payments under the Agreements solely from an "Affordable Housing Trust Fund," which was established under Section 20.40.070 of the Brea City Code, and no other funds of the City shall be liable therefor.
3. Counterparts. This Assignment 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.
4. Entire Agreement. This Assignment is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior

agreements between the parties hereto with respect thereto. This Assignment may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing signed by the parties.

5. Successors. This Assignment shall be binding on and inure to the benefit of the parties hereto, their respective successors in interest and assigns.

6. Further Assurances. The parties hereto hereby agree to execute and deliver all further assurances, assignments and any other documents, and to take any other actions reasonably necessary to facilitate the assignment and assumption provided for in this Assignment.

7. Governing Law. This Assignment shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

ASSIGNOR:

SUCCESSOR AGENCY TO THE BREA
REDEVELOPMENT AGENCY

By: _____

Print Name: _____

Title: _____

ASSIGNEE:

CITY OF BREA

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

LIST OF AGREEMENTS BEING ASSIGNED AND ASSUMED*

Property Address	Agreement Effective Date
137 N. Orange Ave	2/1/2011
220 W. Central Ave	2/1/2009
285 W. Central Ave	12/1/2011
327 E. Ash St	12/1/2009
327 E. Ash St	5/1/2010
327 E. Ash St	5/1/2012
5700 Carbon Canyon Rd	7/1/2010
5700 Carbon Canyon Rd	6/1/2011
625 N. Puente St	6/1/2002
625 N. Puente St	7/1/2002
625 N. Puente St	7/1/2003
625 Puente St	11/1/2009
625 Puente St	4/1/2011
855 N. Brea Blvd	10/1/2001
855 N. Brea Blvd	4/1/2008
855 N. Brea Blvd	12/1/2008
855 N. Brea Blvd	7/1/2011

*Note - All original agreements being assigned are on file in the office of the City Clerk and are available for review.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 06/18/2019
SUBJECT: Update to City's Local Debt Policy

RECOMMENDATION

Adopt the Resolution updating the City's Local Debt Policy.

BACKGROUND/DISCUSSION

The City of Brea has included in its annual operating budget a section for Fiscal Policy Statements which includes both short-term and long-term debt obligations. These debt policies are applicable to the City of Brea incurring obligations solely within its control such as the issuance of bonds or entering into capital lease agreements. Additionally, the City of Brea also has long standing debt management practices, such as bond payment coverage, sufficiency of reserves, records retention, continuing disclosure compliance, etc. In addition, City staff continually monitor bonds for opportunities to refund (refinance) existing bonds to lower future bond payments.

On June 6, 2017, the City Council adopted the City's Local Debt Policy. The Local Debt Policy incorporated the City's current fiscal policies and practices to comply with Government Code Section 8855 (i), which became effective January 1, 2017. The City's Local Debt Policy did not change any of the City's existing policies and practices and preserves the flexibility for the City in managing its debt. The adoption of City's Local Debt Policy was required prior to the City issuing any new debt obligations on or after January 1, 2017. It is also noted that the City's Local Debt Policy does not pertain to pension and any employee benefit obligations.

The proposed updating of the City's Local Debt Policy is to incorporate compliance procedures in connection with the City's undertaking of continuing disclosure obligations pursuant to Rule 15c2-12 (Municipal Securities Disclosure Rule) promulgated by the U. S. Securities and Exchange Commission under the Securities Exchange Act of 1934, including amendments to the Municipal Securities Disclosure Rule which became effective on February 27, 2019.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this staff report at its regular meeting held on June 11, 2019, and recommended the resolution be forwarded to Council for approval.

FISCAL IMPACT/SUMMARY

There is no fiscal impact with the adoption of updating of City's Local Debt Policy.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Lee Squire, Financial Services Manager
Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

RESOLUTION NO. 2019-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, ADOPTING AN UPDATED LOCAL DEBT POLICY AND CONTINUING DISCLOSURE COMPLIANCE PROCEDURES AND TAKING RELATED ACTIONS

A. RECITALS:

(i) The City of Brea and its related entities (such as the Successor Agency to the Brea Redevelopment Agency, the Brea Public Financing Authority, the Brea Community Benefit Financing Authority and City-formed community facilities districts) (collectively, the “**City**”) have issued or may issue bonds or other financing obligations (“**Local Debt**”) that are subject to requirements for the filing of reports to the California Debt and Investment Advisory Commission (“**CDIAC**”) pursuant to California Government Code Section 8855 (“**Section 8855**”);

(ii) Under Section 8855, a municipal issuer of Local Debt must file a report (the “**Report of Proposed Debt Issuance**”) at least 30 days before the sale of any Local Debt issue;

(iii) Section 8855, as amended in 2017, requires the Report of Proposed Debt Issuance to include a certification that the municipal issuer has adopted a local debt policy and the contemplated Local Debt issuance is consistent with such local debt policy;

(iv) Section 8855(i)(1) requires that the local debt policy must include the following elements:

- (a) The purposes for which the debt proceeds may be used;
- (b) The types of debt that may be issued;

(c) The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable;

(d) Policy goals related to the issuer's planning goals and objectives;
and

(e) The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use;

(v) In connection with Section 8855(i)(1), the City previously adopted a Local Debt Policy (the “**Policy**”) pursuant to Resolution No. 2017-046, adopted by the City Council on June 6, 2017;

(vi) The City desires to update the Policy to, among other things, incorporate compliance procedures in connection with the City's undertaking of continuing disclosure obligations pursuant to Rule 15c2-12 (the “**Municipal Securities Disclosure Rule**”) promulgated by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934, including amendments to the Municipal Securities Disclosure Rule which became effective on February 27, 2019;

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea, as follows:

1. The above recitals are true and correct and are a substantive part of this Resolution.

2. The Policy is hereby updated to be as set forth in Exhibit A. The Policy, as so updated, shall be applicable to Local Debt issued by or on behalf of the City

RESO NO. 2019-046
June 18, 2019

(including its related entities such as, but not limited to, the Successor Agency to the Brea Redevelopment Agency, the Brea Public Financing Authority, the Brea Community Benefit Financing Authority and City-formed community facilities districts). The Policy, as so updated, shall supersede any prior debt policy covering the same matters previously adopted by the City.

3. The City Council hereby determines and finds that the Policy, as updated, complies with the requirements of Section 8855(i)(1).

4. The City Manager, the Administrative Services Director and all other officers of the City are hereby authorized and directed, jointly and severally, to do any and all things to effectuate the purposes of this Resolution and to implement the Policy, as updated, and any such actions previously taken by such officers are hereby ratified and confirmed.

5. This Resolution will become effective upon adoption.

APPROVED AND ADOPTED this 18th day of June, 2019.

Christine Marick, 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 City Council of the City of Brea, held on the 18th day of June, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATE:_____

Lillian Harris-Neal, City Clerk

EXHIBIT A

Updated Local Debt Policy

(attached)

CITY OF BREA LOCAL DEBT POLICY

Updated as of June 18, 2019
(Resolution No. 2019-046)

A. PURPOSE

The purpose of this Local Debt Policy (this “Policy”) is to establish guidelines and parameters for the effective governance, management and administration of debt and other financing obligations issued by the City of Brea and its related entities (such as the Brea Community Benefit Financing Authority, the Brea Public Financing Authority and the Successor Agency to the Brea Redevelopment Agency and City-formed community facilities districts).

As used in this Policy, “City” shall mean the City and/or its related entities, as the context may require. As used in this Policy, “debt” shall be interpreted broadly to mean bonds, notes, certificates of participation, financing leases, or other financing obligations, but the use of such term in this Policy shall be solely for convenience and shall not be interpreted to characterize any such obligation as an indebtedness or debt within the meaning of any statutory or constitutional debt limitation where the substance and terms of the obligation fall within exceptions to such limitation. This Policy shall apply to all debt issued or sold to third party lenders or investors and does not pertain to City internal interfund borrowings or any employee benefit obligations.

B. BACKGROUND

The City and its related entities are committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserves levels and employing prudent practices in governance, management, budget administration and financial reporting.

Debt levels and their related annual costs are important long-term obligations that must be managed within available resources. A disciplined thoughtful approach to debt management includes policies that provide guidelines for the City and its related entities to manage their collective debt program in line with those resources. Therefore, the objective of this policy is to provide written guidelines and restrictions concerning the amount and type of debt and other financing obligations issued by the City and its related entities and the ongoing management of the debt portfolio.

This Policy is intended to improve the quality of decisions, assist with the determination of the structure of debt issuance, identify policy goals, and demonstrate a commitment to long-term financial planning, including a multi-year capital plan. Adherence to a local debt policy signals to rating agencies and the capital markets that a government is well managed and should meet its obligations in a timely manner.

C. CONDITIONS AND PURPOSES OF DEBT ISSUANCE

1. Acceptable Conditions for the Use of Debt

The City believes that prudent amounts of debt can be an equitable and cost-effective means of financing infrastructure, and capital asset and project needs of the City. Debt will be considered to finance such projects if:

- a)** The project has been, or will be, included in the City's capital improvement plan or has otherwise been coordinated with the City's planning goals and objectives.
- b)** The project can be financed with debt not exceeding the term specified in Section E.1 of this Policy, to assure that long-term debt is not issued to finance projects with a short useful life.
- c)** It is the most cost-effective funding means available to the City, taking into account cash flow needs and other funding alternatives.
- d)** It is fiscally prudent and meets the guidelines of this Policy. Any consideration of debt financing shall consider financial alternatives, including pay-as-you-go funding, proceeds derived from development or redevelopment of existing land and capital assets owned by the City, and use of existing or future cash reserves, or combinations thereof.

2. Acceptable Uses of Debt and Proceeds of Debt

The primary purpose of debt is to finance one of the following:

- a)** The City will consider long-term financing for the acquisition, substantial refurbishment, replacement, or expansion of capital assets (including but not limited to land improvements, infrastructure projects, equipment and water rights) for the following purposes:
 - i.** Acquisition and or improvement of land, right-of-way or long-term easements.
 - ii.** Acquisition of a capital asset with a useful life of three or more years.
 - iii.** Construction or reconstruction of a facility.
 - iv.** Although not the primary purpose of the financing effort, project reimbursables that include project planning design, engineering and other preconstruction efforts; project-associated furniture fixtures and equipment; capitalized interest (prefunded interest), original issue discount, underwriter's discount, and other costs of issuance.

- b) Refunding, refinancing, or restructuring debt (including without limitation the refinancing or advance funding of City pension obligations), subject to refunding objectives and parameters discussed in Section G.

3. Short-Term Debt

- a) In the event of temporary shortfalls in cash flow for City operation costs due to timing of receipt of revenues and the lack of cash on hand to cover the temporary deficit, the City may consider interim or cash flow financing, such as anticipation notes. In compliance with applicable state law, any such notes shall be payable either: (i) not later than the last day of the fiscal year in which it is issued, or (ii) during the fiscal year succeeding the fiscal year in which issued, but in no event later than 15 months after the date of issue, and only if such note is payable only from revenue received or accrued during the fiscal year in which it was issued.
- b) Short-term debt may also be used to finance short-lived capital projects, such as lease-purchase financing or equipment.
- c) Prior to issuance of any short-term debt, a reliable revenue source shall be identified for repayment of the debt.

4. Internal Control Procedures Concerning Use of Proceeds of Debt

One of the City's priorities in the management of debt is to assure that the proceeds of the debt will be directed to the intended use for which the debt has been issued. In furtherance of this priority, the following procedures shall apply:

- a) The Administrative Services Director shall retain, for the applicable period specified in Section H.4. of this Policy, a copy of each annual report filed with the California Debt and Investment Advisory Commission ("CDIAC") pursuant to Section 8855(k) of the California Government Code concerning (1) debt authorized during the applicable reporting period (whether issued or not), (2) debt outstanding during the reporting period, and (3) the use during the reporting period of proceeds of issued debt.
- b) In connection with the preparation of each annual report to be filed with CDIAC pursuant to Section 8855(k) of the California Government Code, the Administrative Services Director or the designee of the Administrative Services Director shall keep a record of the original intended use for which the debt has been issued, and indicate whether the proceeds spent during the applicable one-year reporting period for such annual report comport with the intended use (at the time of original issuance or as modified pursuant to the following sentence). If a change in intended use has been authorized subsequent to the original issuance of the debt, the Administrative Services Director or the designee of the Administrative Services Director shall indicate in the record when the change in use was authorized and whether the City Council, City Manager, or another City official has authorized the change in intended use. The Administrative Services Director shall report

apparent deviations from the intended use in debt proceeds to the City Manager for further discussion, and if the City Manager determines appropriate in consultation with legal counsel (which may be bond counsel, if applicable, or the City Attorney), to the City Council.

- c) If the debt has been issued to finance a capital project and the project timeline or scope of project has changed in a way that all or a portion of the debt proceeds cannot be expended on the original project, the Administrative Services Director shall consult with the City Manager and legal counsel (which may be bond counsel, if applicable, or the City Attorney) as to available alternatives for the expenditure of the remaining debt proceeds (including prepayment of the debt).

D. TYPES OF FINANCING INSTRUMENTS; AFFORDABILITY AND PLANNING POLICIES

The City recognizes that there are numerous types of financing structures and funding sources available, each with specific benefits, risks, and costs. All potential funding sources are reviewed by management within the context of this Policy and the overall portfolio to ensure that any financial product or structure is consistent with the City's objectives. Regardless of what financing structure(s) is utilized, due diligence review must be performed for each transaction, including the quantification of potential risks and benefits, and analysis of the impact on City creditworthiness and debt affordability and capacity.

Prior to the issuance of debt or other financing obligations to finance a project, the City will carefully consider the overall long-term affordability of the proposed debt issuance. The City shall not assume more debt or other financing obligations without conducting an objective analysis of the City's ability to assume and support additional debt service payments. The City will consider its long-term revenue and expenditure trends, the impact on operational flexibility and the overall debt burden on the taxpayers. The evaluation process shall include a review of generally accepted measures of affordability and will strive to achieve and or maintain debt levels consistent with its current operating and capital needs.

1. **General Fund-Supported Debt** – General Fund Supported Debt generally include Certificates of Participation (“COPs”) and Lease Revenue Bonds (“LRBs”) which are lease obligations that are secured by a lease-back arrangement between the City and another public entity. Typically, the City appropriates available General Fund moneys to pay the lease payments to the other public entity and, in turn, the public entity uses such lease payments received to pay debt service on the bonds or Certificates of Participation.

General Fund Supported Debt may also include bonds issued to refund obligations imposed by law, such as judgments (judgment obligation bonds (“JOBs”)) or unfunded accrued actuarial liabilities for pension plans (pension obligation bonds (“POBs”)).

Without limiting the foregoing, the City may also enter into operating leases and lease-purchase agreements on an as-needed basis.

These obligations do not constitute indebtedness under the state constitutional debt limitation and, therefore, are not subject to voter approval.

Payments to be made under valid leases are payable only in the year in which use and occupancy of the leased property is available, and lease payments may not be accelerated as a default remedy. Lease financing requires the fair market rental value of the leased property to be equal to or greater than the required debt service or lease payments. The lessee (the City) is obligated to include in its Annual Budget and appropriate the rental payments that are due and payable during each fiscal year the lessee has use of the leased property.

The City should strive to maintain its net General Fund-backed annual debt service at or less than 8% of available annually budgeted revenue. This ratio is defined as the City's annual debt service requirements on General Fund Supported Debt (including, but not limited to, COPs, LRBs, JOBs, and POBs) compared to total General Fund Revenues net interfund transfers.

2. **Revenue Bonds** – Long-term obligations payable solely from specific special fund sources, in general, are not subject to a debt limitation. Examples of such long-term obligations include those which are payable from a special fund consisting of restricted revenues or user fees (e.g., enterprise revenues) and revenues derived from the system of which the project being funded is a part.

In determining the affordability of proposed revenue bonds, the City will perform an analysis comparing projected annual net revenues (exclusive of depreciation which is a non-cash related expense) to estimated annual debt service. The City should strive to maintain an annual coverage ratio of 110% (or such higher coverage ratio included in the City's existing financing documents), using historical and/or projected net revenues to cover annual debt service for bonds. To the extent necessary, the City shall undertake proceedings for a rate increase to cover both operations and debt service costs, and create debt service reserve funds to maintain the required coverage ratio.

3. **Special Districts Financing** – The City's special districts primarily consist of Community Facilities Districts ("CFDs") and 1913/1915 Act Assessment Districts ("Assessment Districts"). The City will consider requests for special district formation and debt issuance when such requests address a public need or provide a public benefit. Each application will be considered on a case by case basis, and the Finance Department may not recommend a financing if it is determined that the financing could be detrimental to the debt position or the best interests of the City.
4. **General Obligation Bonds** – Notwithstanding their name, General Obligation Bonds are not general obligations of the City, but instead they are payable from and secured by a dedicated, voter-approved property tax override rate (*i.e.*, a property tax in excess of the 1% basic *ad valorem* property tax rate which has received the approving two-thirds vote of the City's electorate). While the dedicated revenue stream to repay the debt makes General Obligation Bonds an attractive option, additional considerations for this financing mechanism include the time and expense of an election, the possibility that the electorate will not approve the ballot

measure, and the legal bonding capacity limit of the assessed value of all taxable property within the City. (At the time of the adoption of this Policy, the legal bonding capacity limit for a California general law city is 3.75% of the assessed value of all taxable property within the City.)

5. **Tax Increment Financing** – Tax increment financing is a financing method whereby a portion of *ad valorem* property taxes (commonly called the “tax increment”) that are allocated to an entity, such as a successor agency to redevelopment agency (Successor Agency), an enhanced infrastructure financing district (“EIFD”), a community revitalization and investment authority (“CRIA”) or an infrastructure and revitalization financing district (“IRFD”), and the entity is permitted to incur debt payable from and secured by the tax increment revenues. While tax increment debt for redevelopment agencies and Successor Agencies is entitled to the benefits of Article XVI, Section 16, of the California Constitution, no similar provision exists for EIFDs, CRIAs and IRFDs at the time of adoption of this Policy. Therefore, when considering EIFD, CRIA or IRFD financing, or other types of tax increment financing which may be permitted by law in the future, debt limit concerns should be analyzed with respect to the proposed structure and taken into account in determining the practical viability of the proposed financing.
6. **Conduit Debt** – Conduit financing provides for the issuance of securities by a government agency to finance a project of a third party, such as a non-profit organization or other private entity. The City may sponsor conduit financings for those activities that have a general public purpose and are consistent with the City’s overall service and policy objectives. Unless a compelling public policy rationale exists, such conduit financings will not in any way pledge the City’s faith and credit.

E. STRUCTURE OF DEBT

1. **Term of Debt** – In keeping with Internal Revenue Service regulations for tax-exempt financing obligations, the weighted average maturity of the debt should not exceed 120% of the weighted average useful life of the facilities or projects to be financed, unless specific circumstances exist that would mitigate the extension of time to repay the debt and it would not cause the City to violate any covenants to maintain the tax-exempt status of such debt, if applicable.
2. **Rapidity of Debt Payment; Level Payment** – To the extent practical, bonds will be amortized on a level repayment basis, and revenue bonds will be amortized on a level repayment basis considering the forecasted available pledged revenues to achieve the lowest rates possible. Bond repayments (which may take into account all bonds to be repaid from the same source of funds) should not increase on an annual basis in excess of 2% without a dedicated and supporting revenue funding stream.

Accelerated repayment schedules reduce debt burden faster and reduce total borrowing costs. The Finance Department will amortize debt through the most financially advantageous debt structure and to the extent possible, match the City’s

projected cash flow to the anticipated debt service payments. “Backloading” of debt service will be considered only when one or more of the following occur:

- a) Natural disasters or extraordinary or unanticipated external factors make payments on the debt in early years prohibitive.
 - b) The benefits derived from the debt issuance can clearly be demonstrated to be greater in the future than in the present.
 - c) Such structuring is beneficial to the City’s aggregate overall debt payment schedule or achieves measurable interest savings.
 - d) Such structuring will allow debt service to more closely match projected revenues, whether due to lower project revenues during the early years of the project’s operation, inflation escalators in the enterprise user rates, or other quantifiable reasons.
3. **Serial Bonds, Term Bonds, and Capital Appreciation Bonds** – For each issuance, the City will select serial bonds or term bonds, or both. On the occasions where circumstances warrant, Capital Appreciation Bonds (CABs) may be used. The decision to use term bonds, serial bonds, or CABs is driven based on market conditions.
4. **Reserve Funds** – To the extent that the use of available City moneys to fund a reserve fund provides an economic benefit that offsets the cost of financing the reserve fund from bond proceeds (as determined by the Administrative Services Director in consultation with the City’s municipal advisor and, if applicable, the underwriter for the bonds), the City may use legally permitted moneys to fund a reserve fund (in cash or through the purchase of a debt service reserve surety bond or insurance policy) for the proposed bonds, up to the maximum amount permitted by applicable law or regulation. Typically, this amount is equal to the least of: (i) maximum annual debt service on the bonds, (ii) 10% of the principal amount of the bonds (or 10% of the sale proceeds of the bonds, within the meaning of Section 148 of the federal Internal Revenue Code), or (iii) 125% of average annual debt service on the bonds.

F. USE OF ALTERNATIVE DEBT INSTRUMENTS

Alternative debt instruments and financing structures sometimes can provide a lower cost of borrowing in the short run, but may involve greater medium-term or long-term risk. Due diligence review must be performed for each transaction, including the quantification of potential risks and benefits, analysis of the impact on City creditworthiness and debt affordability and capacity, and an evaluation of the ability of the City to withstand the medium-term or long-term risk attendant to alternative debt instruments, including the feasibility of exit strategies.

G. REFUNDING GUIDELINES

The Administrative Services Director shall monitor all outstanding City debt obligations for potential refinancing opportunities. The City will consider refinancing of outstanding debt to achieve annual savings or to refinance a bullet payment or spike in debt service. Except for instances in which a bullet payment or spike in debt service is being refinanced, absent a compelling reason or financial benefit to the City, any refinancing should not result in an increase to the weighted average life of the refinanced debt.

Except for instances in which a bullet payment or spike in debt service is being refinanced or another City policy objective is being accomplished, the City will generally seek to achieve debt service savings which, on a net present value basis, are at least 3% of the debt being refinanced. The net present value assessment shall factor in all costs, including issuance, escrow, and foregone interest earnings of any contributed funds on hand. Any potential refinancing shall additionally consider whether an alternative refinancing opportunity with higher savings is reasonably expected in the future. Refundings which produce a net present value savings of less than 3% will be considered on a case-by-case basis. Notwithstanding the foregoing, a refunding of Successor Agency bonds shall be determined based on the requirements of Health and Safety Code Section 34177.5.

H. MARKET COMMUNICATION, ADMINISTRATION, AND REPORTING

- 1. Rating Agency Relations and Annual or Ongoing Surveillance** – The Administrative Services Director shall be responsible for maintaining the City's relationships with the major rating agencies that rate the City's bond issues (such as S&P Global Ratings, Fitch Ratings and Moody's Investors Service). These agencies' rating criteria often change and the City cannot control the decisions made by any rating agency. However, for each debt issue that the City will seek a rating assignment, the City will strive to obtain and maintain the highest possible underlying, uninsured rating. In addition to general communication, the Administrative Services Director shall:
 - a) Ensure the rating agencies are provided updated financial statements of the City as they become publically available.
 - b) Communicate with credit analysts at each agency as may be requested by the agencies.
 - c) Prior to each proposed new debt issuance, schedule meetings or conference calls with agency analysts and provide a thorough update on the City's financial position, including the impacts of the proposed debt issuance.
- 2. Council Communication** – The Administrative Services Director should report feedback from rating agencies, when and if available, regarding the City's financial strengths and weaknesses and areas of concern relating to weaknesses as they pertain to maintaining the City's existing credit ratings.
- 3. Continuing Disclosure Compliance** – The City shall remain in compliance with Rule 15c2-12, promulgated by the Securities and Exchange Commission under the

Securities Exchange Act of 1934, by filing (to the extent required by the applicable continuing disclosure undertaking). To that end, the “Continuing Disclosure Compliance Procedures,” attached as Appendix I, is incorporated as part of this Policy.

4. **Debt Issue Record-Keeping** – A copy of all debt-related records shall be retained at the City’s offices. At minimum, these records shall include all official statements, bond legal documents/transcripts, resolutions, trustee statements, leases, and title reports for each City financing (to the extent available).

Such records shall be retained while any bonds of an issue are outstanding and during the six-year period following the final maturity or redemption of the bond issue or, if later, while any bonds that refund bonds of that original issue are outstanding and for the six year period following the final maturity or redemption date of the latest refunding bond issue.

5. **Arbitrage Rebate** – The use of bond proceeds and their investments must be monitored to ensure compliance with all arbitrage rebate requirements of the Internal Revenue Code and related Internal Revenue Service regulations, in keeping with the covenants of the City and/or related entity in the tax certificate for any federally tax-exempt financing. The Administrative Services Director shall ensure that all bond proceeds and investments are tracked in a manner which facilitates accurate calculation; and, if a rebate payment is due, such payment is made in a timely manner.

I. CREDIT RATINGS

The City will consider published ratings agency guidelines regarding best financial practices and guidelines for structuring its capital funding and debt strategies to maintain the highest possible credit ratings consistent with its current operating and capital needs.

J. CREDIT ENHANCEMENT

Credit enhancement may be used to improve or establish a credit rating on a City debt obligation. Types of credit enhancement include letters of credit, bond insurance and surety policies. The City, in consultation with the City municipal advisor, may determine the use of a credit enhancement, for any debt issue, if it reduces the overall cost of the proposed financing or if the use of such credit enhancement furthers the City’s overall financing objectives.

K. SB 1029 COMPLIANCE

Senate Bill 1029, signed by the State Governor on September 12, 2016, and enacted as Chapter 307, Statutes of 2016, requires issuers to adopt debt policies addressing each of the five items below:

- i. *The purposes for which the debt proceeds may be used.*

Section C.2 (Acceptable Uses of Debt and Proceeds of Debt) and Section C.3 (Short-Term Debt) address the purposes for which debt proceeds may be used.

- ii. *The types of debt that may be issued.*

Section C.3 (Short-Term Debt), Section D (Types of Financing Instruments; Affordable and Planning Policies), Section E (Structure of Debt) and Section F (Use of Alternative Debt Instruments) are among the provisions that provide information regarding the types of debt that may be issued.

- iii. *The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable.*

Section C.1 (Acceptable Conditions for the Use of Debt) provides information regarding the relationship between the City's debt and Capital Improvement Program.

- iv. *Policy goals related to the issuer's planning goals and objectives.*

As described in Section B (Background), Section D (Types of Financing; Affordability and Planning Policies) and other sections, this Policy has been adopted to assist with the City's goal of maintaining fiscal sustainability and financial prudence.

- v. *The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.*

Section C.4 (Internal Control Procedures Concerning Use of Proceeds of Debt) provides information regarding the City's internal control procedures designed to ensure that the proceeds of its debt issues are spent as intended.

ATTACHMENT I

CONTINUING DISCLOSURE COMPLIANCE PROCEDURES

1. BACKGROUND AND TRAINING

Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, requires certain information be disclosed to the municipal bond marketplace. The SEC has stated that it has a mandate “to adopt rules reasonably designed to prevent fraudulent, deceptive or manipulative acts or practices in the market for municipal securities.” The SEC has taken the position that material non-compliance by an issuer with past continuing disclosure obligations may warrant, without corrective actions, an underwriter being prohibited from underwriting the issuer’s bonds, and thus prevent the issuer from accessing the municipal bond marketplace.

The following procedures will help ensure compliance by the City of Brea and its related public entities with Rule 15c2-12 and its continuing disclosure obligations under continuing disclosure agreements or similar instruments executed in connection with its municipal bond offerings. Certain capitalized terms herein will have the meanings ascribed to them in the respective continuing disclosure agreements or similar instruments.

2. DESIGNATION OF RESPONSIBLE OFFICER

The Responsible Officer will be the officer or other employee responsible for compiling and filing Annual Reports (as defined in the continuing disclosure agreements) and notices regarding enumerated events (“Event Notices”), if required to be filed pursuant to the continuing disclosure agreements or similar instruments. The initial Responsible Officer shall be the City’s Administrative Services Director. From time to time, the City Manager may designate a different person to serve as the Responsible Officer.

3. RESPONSIBLE OFFICER TO BECOME FAMILIAR WITH “EMMA” AND FILING REQUIREMENTS UNDER CONTINUING DISCLOSURE AGREEMENTS

- A. The Responsible Officer will take such action as may be necessary or appropriate to become familiar with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“EMMA”) website. The Responsible Officer should understand how to locate on EMMA the filings made by the City in connection with bonds issued by the City. If the City is serving as its own Dissemination Agent, the Responsible Officer will establish a user identification and password for EMMA and become familiar with uploading documents onto EMMA.
- B. For each separate issue of the City’s outstanding bonds, the Responsible Officer will read the related continuing disclosure agreement or similar instrument and identify the following:
 - (i) The date by which the Annual Report must be filed;
 - (ii) The contents needed to be included in the Annual Report;

- (iii) The Event Notices that must be filed; and
 - (iv) When Event Notices are required to be filed.
- C. The Responsible Officer should be aware of the types of events (the “Listed Events”) that would require the filing of an Event Notice. If clarification is required regarding what is meant by a Listed Event, the City’s bond counsel or disclosure counsel should be contacted to seek such clarification.

4. **PREPARATION AND FILING OF ANNUAL REPORTS AND EVENT NOTICES**

- A. The City will strive to begin the process of completing its audited financial statements as soon as practicable after the close of each Fiscal Year. Such audited financial statements should be completed in time to be submitted to the City Council (or other governing board) before the date that the Annual Report must be filed.
- B. The Responsible Officer will identify any information that is required to be included in the Annual Report but is not part of the City’s audited financial statements, and contact the sources necessary to compile such information as soon as possible after the close of each Fiscal Year. The Responsible Officer will consider adding any information required by its continuing disclosure agreements or similar instrument not already included in its audited financial statements into a supplementary information section of audited financial statements.
- C. Following the compilation of the information that is to be included in the Annual Report, the Responsible Officer will (or will cause the Dissemination Agent to) submit the Annual Report to EMMA on or before the date on which the Annual Report must be filed.
- D. Each year, by no later than the date that the Annual Report is required to be filed on EMMA, the Responsible Officer will review the EMMA website to confirm that the Annual Report has been posted with respect to all applicable securities. If the Annual Report has not been posted, the dissemination agent will be notified, or the Responsible Officer will file the Annual Report, as applicable.
- E. The Responsible Officer will identify, or with the assistance of consultants engaged to monitor compliance will identify, the occurrence of a Listed Event and prepare, or have prepared, the appropriate Event Disclosure. The Responsible Officer will file (or will cause the dissemination agent to file) Event Notices on EMMA in a timely manner, when so required by the continuing disclosure agreements or similar instrument. The Responsible Officer will contact the City’s bond counsel or disclosure counsel if there are any questions regarding whether an event constitutes a Listed Event, and whether such occurrence will require the filing of an Event Notice.
- F. In connection with amendments to Rule 15c2-12 adopted in 2018, for any new continuing disclosure agreement executed on or after February 27, 2019 with respect to a debt issue (the “Debt”), the Responsible Officer shall, before the Debt

issuance date, review the City's financial records and create a list of the City's existing financial obligations (as such term is defined by Rule 15c2-12) (the "Financial Obligations List"). The Financial Obligations List shall be continuously updated by the Responsible Officer. Whenever the City prepares to enter into a new financial obligation or modify the terms of an existing financial obligation, the Responsible Officer shall determine whether the incurrence of such financial obligation or modification of terms would require an Event Notice under the continuing disclosure agreement. If a determination is made that an Event Notice would be required, the Responsible Officer, in consultation with legal counsel, shall cause the Event Notice to be filed on a timely basis, when so required by the continuing disclosure agreements or similar instrument.

G. Certain Listed Events are qualified by a materiality standard. Materiality is determined according to SEC guidance available at the time. If clarification is required regarding materiality on any potential Listed Event, The Responsible Officer shall contact the City's bond counsel or disclosure counsel to seek clarification. The Responsible Officer's determination of materiality will depend on the facts and circumstances surrounding the event and will take into consideration many factors including, but not limited to, the following:

- Source of security pledged for repayment of the financial obligation,
- Rights associated with such a pledge (e.g., senior versus subordinate),
- Principal amount or notional amount (in the case of a derivative instrument or guarantee of a derivative instrument),
- Covenants,
- Events of default,
- Remedies,
- Other similar terms that affect security holders to which the issuer agreed at the time of incurrence,
- Size of the overall balance sheet,
- Size of existing obligations, and
- Size of the overall bond portfolio.

5. **RETENTION OF RECORDS**

A. The documents identified below should be retained for a period of at least six years following the termination of the City's obligations (*i.e.*, the legal defeasance, prior redemption or payment in full of the related issue of municipal securities) under a continuing disclosure agreement or similar instrument.

- B. The City will retain, in its records, the transcripts containing the documents related to each issue of bonds or other obligations of the City.
- C. The City will retain copies, in paper or electronic form, of each Listed Event Notice submitted to EMMA.
- D. The City will retain copies, in paper or electronic form, of each Annual Report submitted to EMMA.
- E. To the extent that the content of an Annual Report is based on source materials created or obtained by the City, the City will retain in its records, such source materials created or obtained by the City.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 06/18/2019
SUBJECT: Approval of the Fiscal Year 2019-20 Appropriations Limit

RECOMMENDATION

Adopt the attached resolution approving the Fiscal Year 2019-20 Appropriations Limit.

BACKGROUND/DISCUSSION

In November 1979, the voters of the State of California approved Proposition 4, commonly known as the “Gann Initiative.” The Proposition created Article XIII B of the State Constitution placing various limits on the appropriations of state and local governments. The law requires the governing body of each local jurisdiction to establish annually by resolution, the Appropriations Limit for the upcoming year. In effect, the law requires that expenditures subject to the limit cannot exceed the prior year’s expenditures after adjusting for inflation and population changes.

In June 1990, Proposition 111 was enacted which modified the formula to allow the Appropriations Limit to be more responsive to local growth issues. Prop. 111 allowed the City of Brea to modify its limit to take into consideration the change in the County or City population, whichever is greater.

The Appropriations Limit applies to all taxes levied by and for a municipality. In addition, user fees are excluded from the formula. The Appropriations Limit also excludes the following activities: Successor Agency to the Brea Redevelopment Agency Funds, Enterprise Funds, certain Capital Improvement Funds, and funds received from special assessment districts.

Brea’s appropriations that are “subject to the limit” have traditionally been much lower than required by Article XIII B. This year’s Appropriations Limit has been calculated to be \$102,993,779. Revenues subject to the Appropriations Limit are \$41,829,973 resulting in a favorable gap of \$61,163,806.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this staff report at its regular meeting held on June 11, 2019, and recommended the resolution be forwarded to Council for approval.

FISCAL IMPACT/SUMMARY

There is no fiscal impact associated with establishing the Appropriations Limit.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

RESOLUTION NO. 2019-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA DETERMINING AND APPROVING DESIGNATED INFLATION FACTORS AND ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2019-20

A. RECITALS:

(i) The voters of California, on November 6, 1979, added Article XIII B to the State Constitution placing various limitations on the appropriations of state and local governments.

(ii) Pursuant to Article XIII B and Section 7910 of the State Government Code, Brea must adopt an annual appropriations limit.

(iii) The documentation used in the determination of the appropriations limit set forth below has been available to the public as required by law.

B. RESOLUTION:

NOW, THEREFORE, be it is found, determined and resolved by the City Council of the City of Brea as follows:

1. Selects the California per capita personal income and the greater of the County or City population increase as allowable inflation factors.

2. Approves the following as the Appropriations Limit for Fiscal Year 2019-20 at \$102,993,779 as shown in attached Exhibit A.

3. Declare that the appropriations of the City of Brea for Fiscal Year 2019-20 that are subject to the limitation do not exceed the limitation.

APPROVED AND ADOPTED this 18th day of June, 2019.

Christine Marick, 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 City Council of the City of Brea, held on the 18th day of June, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

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EXHIBIT A

2019-20 APPROPRIATION LIMIT CALCULATION

2019-20 APPROPRIATIONS LIMITATION:

2018-19 Limitation: \$96,851,095

Annual adjustment factors:

Population increase (for Brea, City of)	2.40%		1.0240
Inflation change (California Personal Income)	3.85%	x	<u>1.0385</u>
Combining adjustment factors			1.063424

2019-20 Limitation **\$102,993,779**

APPROPRIATIONS SUBJECT TO LIMITATION AND APPROPRIATIONS MARGIN:

Budget appropriation 2019-20 \$72,849,886

Add Interest Earnings 1,208,896

Less exclusions:

Non-proceeds of taxes (32,228,809)

Other -

Total exclusions (32,228,809)

Total appropriations subject to limitation **\$41,829,973**

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 06/18/2019

SUBJECT: Approval of Fiscal Year 2019-20 Property Tax Rate to Fund the City's Paramedic Program

BACKGROUND/DISCUSSION

At the March 7, 1978, general municipal election, the qualified electors of the City, by and through the City Council, approved the levy of an annual property tax rate to fund the City's Paramedic Program. This annual property tax was not to exceed \$0.20 per \$100 of Assessed Value (25% of market value) per year. Beginning in 1981, the County of Orange implemented a policy change concerning Assessed Value. The tax roll is now reported at "Full Taxable Value" rather than Assessed Value.

For Fiscal Year 1981-82, the property valuation was increased to Full Taxable Value for property tax purposes. Therefore, the tax rate needed to be decreased in order for the actual amount of taxes paid by the property owner to remain unchanged. According to Resolution 81-72, a tax rate of \$0.045 per \$100 of Full Taxable Value is equivalent to a tax rate of \$0.18 per \$100.00 of Assessed Value based on the previous method).

State law prohibits the City Council from increasing the paramedic levy above the voter-authorized level. The tax rate of \$0.045 per \$100 of Full Taxable Value is less than the voter-authorized maximum tax rate. Additionally, it is noted that the passage of Proposition 218 by the voters in November 1996 had no impact on the City's ability to levy the annual Paramedic Tax, as the tax was voter-approved in 1978.

Prior to the beginning of each fiscal year, the City Council adopts a resolution approving the rate of tax upon taxable property within the City of Brea. The adoption of the proposed resolution enables the Orange County Auditor-Controller to apply the rate of taxation to the City of Brea's property tax rolls, and ultimately enables the City to maintain the Paramedic Program.

Since its inception in 1979, the Brea Fire Services Department Paramedic Program has grown considerably from the days when the paramedics responded to calls in an old red van. Currently, the paramedics utilize a modern paramedic engine company configuration. The original program that began in Fiscal Year 1978-79 had a budget of \$200,000 and was fully funded by revenues generated from the paramedic tax. While the actual tax rate has remained constant over the past 39 years, additional revenue has been generated from increases in the property values. Meanwhile, direct expenditures have increased as the program has been greatly enhanced, as outlined below, and as the City's population and service demands have increased.

About the Paramedic Program

A "Paramedic Engine Company" is considered the most efficient method of Emergency Medical Service (EMS) delivery, and is currently the most common staffing configuration in operation locally and regionally. This configuration provides for Advanced Life Support capability within its fire fighting and emergency response resources without compromising either service. The City's paramedic units, Brea Engine Company #1, Truck Company #2 and Engine Company #3, are complete units that respond to both fires and medical emergencies. In addition, resources necessary to provide functional support, such as extrication of patients and fire protection during traffic emergencies, are available at the scene with the paramedic unit.

The program started in Fiscal Year 1978-79 with seven certified paramedics. The Brea Fire Services Department currently carries a complement of 21 certified paramedics and one Emergency Medical Services Manager. This allocation level meets the staffing requirement of the Orange County EMS Agency while providing for uninterrupted deployment of paramedics during leave, training and emergency conditions. Just as the nature of emergencies has changed, so has the required paramedic skill level. Paramedics are being delegated greater responsibility in the field as emergency room medicine is continually being evaluated and streamlined.

Paramedic staff all receive continuous in-service training on a myriad of topics, including: trauma medicine; air and blood-borne pathogens; environmental emergencies; pediatric medicine, including sudden infant death syndrome; swift water rescue and mass casualty management.

Field techniques have improved greatly since the program began with treatment advances in the areas of Adult and Pediatric Intubation (airway management requiring insertion of appliances into the trachea), cervical-spine treatments and neurological protection, improved treatment for burn victims and the AED program (cardiac defibrillation), which is in service on all responding Brea units.

Paramedic Response History

Calendar Year	2014	2015	2016	2017	2018
Total Emergency Medical Calls (1)	3,608	4,052	4,218	4,265	3,948
Total Calls for Service from Fire Dept. (Including false alarm responses) (1)	4,777	5,364	5,413	5,373	4,917
Percent of Total	75.52%	75.54%	77.92%	79.38%	80.29%
(1) Data updated to include all call data reported from the Metro Cities Fire Authority Metro Net Communications Report					

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this staff report at its regular meeting held on June 11, 2019, and recommended the resolution be forwarded to Council for approval.

FISCAL IMPACT/SUMMARY

Starting with the FY 2018-19 Budget, the paramedic tax revenue was accounted for in the new Paramedic Services Fund (Fund 174) separate from the City's General Fund. The new fund was established to account for revenues generated from the paramedic tax and other revenues, as well as costs associated with the Brea Paramedic Program. This includes personnel costs for 21 full-time paramedic positions, one EMS Manager position and related costs to operate the program.

The proposed paramedic tax rate is \$0.045 per \$100 of Full Taxable Valuation. Based on an estimated Full Taxable Valuation (secured and unsecured value) of \$10.7 billion, the estimated tax levy is \$4.814 million. The total annual levy also includes a levy on supplemental, public utility and other property values that occur annually which is projected to bring the total levy to \$5.172 million.

The former Brea Redevelopment Agency (RDA), which was established in 1971, impacts the flow of paramedic tax revenues to the City. Property owners within the RDA project area pay the same property rate as if they were outside the RDA project area (non-RDA area properties). Paramedic tax for properties outside the RDA project area are remitted to the County and flow directly back to the City. However, under state law, property tax revenue (including the Paramedic Tax) remitted by property owners within the Redevelopment Project Areas to the county was allocated annually first to the Redevelopment Agency.

In 2012, Redevelopment Agencies were dissolved and Successor Agencies were established to pay off the remaining obligations for the former redevelopment agencies. As in all California cities, Brea's property taxes (including Paramedic Tax) remitted from properties in the project areas, are now allocated to Redevelopment Property Tax Trust Fund (RPTTF) and the portion needed to pay off the obligations for that fiscal year is forwarded to the Successor Agency. The remaining portion of the Paramedic Tax revenues allocated to the RPTTF are passed back to the City.

As the Successor Agency pays down the obligations of the former Redevelopment Agency, the Paramedic Tax revenues that were previously directed to the RDA and now the Successor Agency are slowly, but surely, coming back to the City for paramedic service sooner than they otherwise would have been. For FY 2019-20, it is estimated that 59.4% of paramedic tax revenues (\$1,339 million) allocated to the RPTTF will be passed back to the City.

The following is a summary of the estimated levy; the amount to be allocated to the Successor Agency and the amount to be passed back to the City:

Property Description	Estimated Levy	Amount to Successor Agency	Amount to City	% to the City
Non-Redevelopment Area Properties	\$2.917		\$2.917	100%
Redevelopment Area Properties	\$2.255	(\$0.916)	\$1.339	59%
Totals	\$5.172	(\$0.916)	\$4.256	

It is estimated the paramedic tax rate of \$0.045 per \$100 of Full Taxable Value will generate \$4,256,000 in paramedic tax revenues to the City of Brea in Fiscal Year 2019-20. The revenue collected will cover approximately 75.7% of the \$5,626,274 of estimated program costs. The difference is to be funded from the City's General Fund in the amount of \$1,033,030 and other revenues sources in the amount of \$337,244. Other revenue sources include pass-thru revenue received for Advanced Life Support (ALS) ambulance transport services, as well as revenue received from the City of Fullerton for Fire Command Staff Sharing of the EMS Manager position. The City of Fullerton reimburses the City of Brea for 59% of the position.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Ana Conrique, Senior Accountant
Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

RESOLUTION NO. 2019-048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA FIXING THE RATE OF TAX UPON THE TAXABLE PROPERTY WITHIN THE CITY OF BREA FOR THE FISCAL YEAR 2019-20 NECESSARY TO MAINTAIN A MOBILE INTENSIVE CARE PROGRAM KNOWN AS PARAMEDICS WITHIN THE AREA OF THE CITY OF BREA AND CERTIFYING SAID RATE OF TAXATION TO THE ORANGE COUNTY AUDITOR-CONTROLLER

A. RECITALS:

(i) During the General Municipal Election held March 7, 1978, the qualified electors of the City of Brea authorized the City, by and through the Council, to levy a property tax rate not exceed \$0.20 per \$100 of Assessed Valuation in addition to its maximum property tax rate established pursuant to Division 1, Part 4, Chapter 2 of the California Revenue and Taxation Code for the specific purpose of establishing and maintaining a mobile intensive care program known as Paramedics within the area of the City of Brea (said "Paramedic Program" hereafter).

(ii) In Fiscal Year 1981-82, the County of Orange implemented a policy concerning Assessed Value. The tax roll is now reported at "Full Taxable Value" rather than Assessed Value. This change resulted in \$0.045 per \$100 Full Taxable Value as the tax levy for the Paramedic Program in years 1981-82 through 2018-19.

(iii) Information and evidence presented to this Council indicated that it would be necessary to expend a sum of approximately \$5,626,274 during the Fiscal Year 2019-20 in order to maintain the Paramedic Program within the area of the City of Brea.

(iv) The revenue to be generated for Fiscal Year 2019-20 based on the tax levy of \$0.045 per \$100 of Full Taxable Value of the property within the City of Brea, exclusive

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of the revenue generated from the valuation within the Brea Community Redevelopment Project areas and required to be allocated to the Successor Agency has been estimated to be \$4,256,000.

(v) All legal prerequisites of the adoption of this resolution have occurred.

B. RESOLUTION:

NOW, THEREFORE, be it is found, determined and resolved by the City Council of the City of Brea as follows:

1. In all respects as set forth in the Recitals, Part A of this Resolution.
2. There is hereby fixed and levied that the total rate of taxation of \$0.045 per \$100 of Full Taxable Value of all taxable property within the City of Brea, said taxation to be utilized to maintain a mobile intensive program known as the Paramedic Program within the area of Brea for the Fiscal Year 2019-20 and this Council hereby certifies said rate of taxation for that specified purpose to the Auditor-Controller of the County of Orange.
3. The City Clerk shall certify to the adoption of this Resolution and file with the Orange County Auditor-Controller, a certified copy hereof, on or before August 1, 2019.

APPROVED AND ADOPTED on this 18th day of June, 2019.

Christine Marick, Mayor

ATTEST: _____
Lillian Harris-Neal, City Clerk

RESO NO. 2019-048
June 18, 2019

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 City Council of the City of Brea, held on the 18th day of June, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: _____

Lillian Harris-Neal, City Clerk

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 06/18/2019

SUBJECT: Custodial Services

RECOMMENDATION

1. Approve the Agreement with Guaranteed Janitorial Service, Inc. to provide the City with custodial services in the amount not-to-exceed \$416,026.00; and
2. Authorize the City Manager to issue up to six one-year extensions exclusive of any cost increases.

BACKGROUND/DISCUSSION

The City has utilized a custodial services company to provide cleaning for the Civic & Cultural Center, Brea Community Center, Brea Senior Center, Pioneer Hall, City Yard, Brea Plunge and the Downtown areas. These services include detailed cleaning on a daily, weekly, monthly, quarterly schedule to be performed during the specific hours and days of the week to provide a clean and attractive environment for City employees and the public visiting our facilities.

Since the current agreement will be expiring on June 30, 2019 and there are no remaining optional renewals, a new request for proposals (RFP) was issued. The Public Works Department revised the scope of services requirements and the Purchasing Division solicited competitive proposals. Eleven companies responded by the 5:00 pm, May 1, 2019 deadline and staff began evaluations immediately thereafter.

Based on competitive pricing, demonstrated competence and qualifications, staff ranked the proposals determining that Guaranteed Janitorial Service offered the best value to the City. Located in Chino, California, they were founded in 1977 and have over 40 years of experience in the industry. They serve the counties of Orange, Riverside, San Bernardino, and Los Angeles.

Rank	Contractor Name	1st Year Price
1	Guaranteed Janitorial Services	\$416,026.00
2	Priority Building Services, LLC	\$446,125.00
3	US Metro Group	\$434,451.72
4	Trinity Building Services	\$455,153.70
5	Merchants Building Maintenance, LLC	\$465,537.20
6	Commercial Cleaning Systems	\$487,314.91
7	Haynes	\$522,928.89
8	Santa Fe Building Maintenance	\$527,768.55
9	Customized Custodial Services	\$704,466.72

10	Ultimate Maintenance Services, Inc.	\$711,671.00
11	Building Maintenance Services, Inc.	\$760,208.91

The Agreement has a one-year base period with up to six one-year optional renewals that will permit the continuance of these services based on mutual agreement of the parties. The pricing for the first year is fixed and includes the change in minimum wage effective January 2020. The subsequent years pricing provides for adjustments according to changes in the consumer price index for labor and materials and will allow for government-mandated changes in minimum wage. However, any proposed price or rate adjustments shall be reviewed and approved by the City Council.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their June 11, 2019 meeting and it was recommended for City Council approval.

FISCAL IMPACT/SUMMARY

Funds are available in the Public Works, Building Maintenance account (490-51-5151-4263) for Fiscal Year 2019-20.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Verence Ramirez, Buyer II; and Neil Groom, Procurement and Contracts Administrator

Concurrence: Eric Aulls, Maintenance Supervisor; Tony Olmos, Director of Public Works; and Cindy Russell, Administrative Services Director

Attachments

Agreement

Certificate of Insurance

**CUSTODIAL SERVICES
AGREEMENT**

THIS AGREEMENT ("Agreement") is effective on the date on which this Agreement is executed by the City of Brea ("Effective Date"), and is between Guaranteed Janitorial Service, Inc., ("CONTRACTOR") and the CITY OF BREA, a California municipal corporation ("CITY"). CONTRACTOR and CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party". The Parties agree as follows:

I. Agreement

- A. This Agreement, together with the following exhibits are incorporated herein by reference, and supersedes all prior agreements and understandings:
 - 1. Exhibit A – Scope of Services/Specifications
 - 2. Exhibit B – Compensation
 - 3. Exhibit C – General Provisions
 - 4. Exhibit D – Indemnity, Insurance, Bonding Requirements
 - 5. Exhibit E – Labor Code Requirements
- B. This Agreement may be modified by written amendment executed by all parties.

II. Scope of Services Summary

CONTRACTOR shall, during the Term of the Agreement, provide **Custodial Services** as further set forth in Exhibit A, all to CITY's reasonable satisfaction (collectively, the "Services").

III. Term of the Agreement

- A. CONTRACTOR shall commence performance of Services on **July 1, 2019 OR the date indicated in the notice to proceed issued by the City Project Manager.**
- B. AGREEMENT shall remain in full force and effect **for one (1) year** unless sooner terminated as set forth in the Termination subsection of Exhibit C ("Term").
- C. AGREEMENT may **be extended for one or more additional terms not to exceed six years (each a "Renewal Term"), commencing upon the expiration of the preceding Term.** Renewals exclusive of any cost increases may be executed by the City Manager. Renewals inclusive of any cost increases may be executed only with prior City Council authorization.

IV. Compensation Summary

- A. CITY shall pay CONTRACTOR for satisfactorily and completely rendered Services according to prices and in the manner set forth in Exhibit B. Parties agree that full and complete payment for all Services shall not exceed **\$416,026.00** ("Contract Amount"). The CITY shall have no obligation to pay any amount in excess of the foregoing amount, without prior approval by City Council.
- B. CONTRACTOR shall not render any services in excess of the Services described in Exhibit A ("Additional Services") without CITY's prior written approval. Any work performed without CITY's prior written approval shall be deemed to have been performed as part of the Services and included within the not-to-exceed Contract Amount.

V. Insurance and Bonds Requirements Summary

- A. Exhibit D contains the specific requirements which shall govern in the event of any conflict with the following summarized coverages.
- B. Insurance
 - 1. **Commercial General Liability (CGL)**
Limits shall be no less than \$2,000,000 per occurrence.
 - 2. **Automobile Liability Insurance (ALI) (any auto)**
Limits shall be no less than \$2,000,000 per occurrence.
 - 3. **Workers' Compensation**
State of California statutory limits
Employer's Liability Insurance
Limits shall be no less than \$1,000,000 per accident for bodily injury or disease.
- C. Bonds
 - 1. **Performance Bond**
Fifty percent (50% of the amount of this Agreement.
 - 2. **Janitorial Services Bond (fidelity/honesty)**
\$25,000.

VI. Notices and Designated Representatives

All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) one business day after deposit with an overnight courier service; or (iii) two business days after having been sent by registered or certified mail, whether or not a signed receipt is received, provided a proof of delivery is obtained. All communications shall be sent to:

CITY – Project Manager:

Eric Aulls
Maintenance Services Supervisor
1 Civic Center Circle
Brea, CA 92821
(714) 990-7789 phone
EricA@CityofBrea.net

CITY – City Clerk (if over \$25,000):

Lillian Harris-Neal, MMC
City Clerk
1 Civic Center Circle
Brea, CA 92821
(714) 990-7757 phone
LillianHN@CityofBrea.net

CONTRACTOR:

Representative's Name	Monique Ochoa
Title	Quality Control/ Sales
Address, Suite#	13039 Eleventh St
City, State, Zip	Chino, Ca. 91710
Phone	(909) 465-5542
Email	gjs.mjochoa@verizon.net

(SIGNATURES ON FOLLOWING PAGE)

Offer and Acceptance

I. OFFER made by Contractor to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principles who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in Exhibit B-Compensation. Further, I understand that no contract exists unless City accepts this Offer by signing below.

Business Name: Guaranteed Janitorial Services, Inc.

Federal ID# 33-445084

only for Public Works Contractor Lic.#: 15428 DIR Reg#: JS-LR-000028603

Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☐ Limited Liability Company
(Contractor select one) ☒ Corporation (requires two signatures) ☐ Other

Address: 13039 Eleventh St

City, State, Zip: Chino, Ca. 91710

Printed Name & Title: Mary W. Ochoa- CEO Elias Ochoa- President

Phone & Email: (909) 465-5542 gjs.miochoa@verizon.net

Signature(s):
(2nd Signature needed if corp)

Date: 5/1/2019

II. ACCEPTANCE of Offer by the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to accept Offer on behalf of and to bind City of Brea and I accept the Offer accordingly. Contractor is now bound to furnish all requirements set forth in Contractor's Offer. Contractor is cautioned not to begin work until a written notice to proceed or purchase order is received from City.

City of Brea, a California Municipal Corporation

Mailing Address: 1 Civic Center Circle

City, State, Zip: Brea, California 92821

Printed Name & Title: Christine Marick, Mayor

Authorized Signature: _____

Date: _____

ATTEST (if over \$25,000.00 or over \$200,000 for Public Works projects)

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature: _____

Date: _____

**EXHIBIT A
SCOPE OF SERVICES**

I. Time of Performance

- A. **Commencement and Completion of Work.** The Services to be performed pursuant to this Agreement shall commence upon receipt of written notice to proceed from the City, but no later than ***July 1, 2019 OR the date indicated in the notice to proceed issued by the City Project Manager.*** Failure to commence work in a timely manner and/or diligently pursue work to completion may be deemed to be a breach, resulting in termination of this Agreement.
- B. **Schedule.** After commencement of performance pursuant to paragraph A, above, the Services must be provided according to the requirements herein.
- C. **Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations enacted after the Effective Date, riots, acts of war, or any other conditions beyond the reasonable control of a party.

II. Additional Services

- A. Additional Services are those services related to the scope of services of CONTRACTOR set forth in this Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when an Addendum to this Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's purchasing procedures. CITY reserves the right to perform any work that would otherwise constitute Additional Services with its own staff or to retain other contractors to perform the Additional Services.

III. City Provisions

City will provide items as detailed below in this Exhibit.

IV. Scope of Work

- A. CONTRACTOR shall furnish all labor, materials and equipment necessary to provide the Services.
- B. Extra Work/Project Cleaning
 - 1. Work not considered to be routine, not done on a regular schedule, or not considered under this specification/contract shall be considered extra work. This type of work may only be done at the request of CITY representative. Extra work shall be performed at the rates indicated in the Price Sheet or as agreed-upon by Parties. CITY and CONTRACTOR will determine the number of hours and the schedule required to accomplish the requested task(s).
 - 2. The following are examples of the type of work which may be considered extra:
 - a) Cleaning areas not defined within this contract
 - b) Increasing frequency of cleaning
 - c) Special projects

Cleaning Schedule Specifications

I. Schedule I Services

- A. Daily Services - General Building and Office Areas (All Areas)
1. Sweep all vinyl composition tile floors
 2. Sweep all outside entrances for trash
 3. Dust for cobwebs in all areas of the building
 4. Remove debris from ceilings, walls, and floors
 5. Vacuum rugs and carpeting
 6. Clean corners and remove cobwebs and dirt
 7. Dust accessible desktops
 8. Dust chairs, tables, telephones, filing cabinets and other office furniture
 9. Clean luncheon tables and clean and position chairs
 10. Dust windowsills, ledges, chair rails, partition trim and low moldings
 11. Empty all wastebaskets and other waste containers. Carry trash to designated area. Replace liners with new liners.
 12. Clean and service smoking stands where applicable
 13. Spot clean partitions, doors, grab bars, panic hardware, doorknobs, handles, door frames and around wall switches
 14. Clean and polish drinking fountains
 15. Maintain janitor's closet in clean and orderly manner
 16. Spot clean office partition glass and interior lower level glass
 17. Clean all glass entry doors thoroughly
 18. Spot mop resilient floors for spillage, dirt, etc.
 19. Spot clean carpet for spillage, stains, etc.
 20. Vacuum or sweep elevator cabs where applicable
 21. Wipe clean all elevator doors and control panel to remove finger marks
 22. Clean all stairwells and landings twice weekly, vacuum if carpeted (remove cobwebs)
 23. Dust bookshelves, minor signage
 24. Spray buff all main aisles and corridors as needed to ensure a slip resistant high gloss finish
 25. Report broken or missing items to City of Brea representative
 26. Establish a lost and found box at each building location
 27. Damp mop with treated terrycloth towels all wood floors
 28. Damp mop all concrete, rubber, tile and vinyl flooring

- A. Weekly Services - General Building and Office (All Areas)
 - 1. Sweep inside and outside stairways (twice per week)
 - 2. Dust banisters and handrails
 - 3. Damp mop and buff all tile floors to ensure a slip resistant high gloss finish
 - 4. Spot clean woodwork for finger marks and stains
 - 5. Dust ledges, partition tops and moldings
 - 6. Low dust all chair rungs and office furniture
 - 7. Dust pictures, clocks and major signage
 - 8. Damp mop with treated terrycloth towels all wood floors
- B. Monthly Services - General Building and Office Areas (All Areas)
 - 1. High dust moldings, doors and window casings
 - 2. Brush down wall and ceiling vents
 - 3. Clean wax and machine polish all tile and vinyl floors to ensure a slip resistant high shine surface
 - 4. Machine-scrub only the BCC locker room and restroom floors; do not wax
 - 5. Clean and wipe down baseboards
 - 6. Vacuum draperies or blinds
 - 7. Wash handrails
 - 8. Wash and disinfect wastebaskets on a rotation basis
 - 9. Detail carpet edges under and around furniture and behind doors
 - 10. Vacuum Upholstered Furniture
 - 11. Machine scrub and extract all rubberized flooring
- C. Quarterly Services - General Building and Office Areas (All Areas)
 - 1. Clean all refrigerators
 - 2. Deep clean all lockers

II. Schedule II Services

- A. Daily Services - Restrooms
 - 1. Empty and disinfect all waste paper containers, replace liners with new.
 - 2. Clean and polish mirrors.
 - 3. Clean and disinfect all toilet tissue, towel, trash and sanitary containers
 - 4. Clean and disinfect toilets, urinals and sinks (inside and out) removing scale and all other organic material.
 - 5. Clean and disinfect both sides of toilet seats.
 - 6. Clean and disinfect handles, knobs, and other touched areas.
 - 7. Clean all splash marks from wall over sinks.

8. Wipe down with disinfectant ceramic tile walls, toilet compartments and partitions.
9. Refill soap, towel, tissue, seat cover dispensers and sanitary product dispensers.
10. Clean, disinfect and wipe dry all counter tops.
11. Clean and polish drinking fountains, chrome under sinks, toilets and urinals to keep scale free.
12. Spot clean partitions for smudges and remove graffiti.
13. Wipe clean tops of partitions.
14. Spot clean walls (with disinfectant) for splashes around sinks and urinals.
15. Pour one gallon of water into floor traps to prevent odors.
16. Thoroughly mop floors with disinfectant solution.
17. Thoroughly clean and sanitize shower facilities (as required – site specific)
18. Remove debris from ceilings, walls, and floors
19. Remove cobwebs from all areas of restroom
20. Pick up/clean restroom entrance area for trash and debris
21. Clean the waterless urinals per the manufacturer requirements. Repair any damage due to improper cleaning techniques.
22. Change the urinal replacement cartridges in the waterless urinals per the manufacturer requirements. Repair any damage due to improper replacement techniques.
23. Report any facility issues (repairs needed) to the City of Brea Building Maintenance Division (714) 990-7691

III. Schedule III Service

- A. Daily Services – Brea Police Jail
1. Check in with watch commander or duty police staff prior to start of work
 2. Empty and disinfect all waste paper containers, replace liners with new
 3. Clean and disinfect metal mirrors
 4. Clean and disinfect all toilet tissue, towel, trash and sanitary containers
 5. Clean and disinfect toilets, urinals and sinks (inside & outside) removing scale and other organic matter
 6. Clean and disinfect both sides of toilet seats
 7. Clean and disinfect handles, knobs, and other touched areas
 8. Wipe down with disinfectant walls, compartments and partitions
 9. Refill soap, towel, tissue and seat cover dispensers
 10. Clean, disinfect and wipe dry all counter tops

11. Spot clean partitions for smudges and remove graffiti
12. Wipe clean tops of partitions
13. Spot clean walls for splashes around sinks and urinals
14. Pour one gallon of water into floor traps to prevent odors
15. Thoroughly mop floors with disinfectant solution
16. Clean and sanitize shower facilities (as needed site specific)
17. Remove debris from ceilings, walls, and floors
18. Clean bench & sitting area with disinfectant
19. Clean light fixtures and air vents as needed
20. Report any facility issues (repairs needed) to the City of Brea Building Maintenance Division (714) 990-7691

B. Daily Services for Police Department Bulletproof Glass (laminated polycarbonate)

1. Dust polycarbonate with a soft cloth or chamois only, wiping gently.
2. Wash polycarbonate with mild soap or detergent and lukewarm water solution.
3. Use a clean soft cloth or natural sponge and as much solution as possible.
4. Rinse well.
5. Dry by blotting with a damp cloth or chamois.
6. Grease and oil are best removed with hexans, kerosene or aliphatic naptha.
7. Do not use any aromatic compounds.
8. Do not use any window cleaning fluids, scouring compounds, gritty cloth, leaded or ethyl gasolines or strong solvents such as alcohol, acetone, carbon tetrachloride, lacquer thinners, Windex and etc.
9. Do not use any paper towels

IV. Facilities

- A. The Facilities, the addresses, square footage, the particular cleaning Schedules, days and hours of service are listed in the Line Details of the eProcurement.

V. Optional Services

- A. **Carpet:** Contractors employees to follow manufacturers recommended carpet cleaning procedures or equivalent (to be approved by City of Brea authorized representative in advance).
- B. **Window Washing/Cleaning:** Windows to be cleaned and streak free including all window hardware.
- C. **Proposal:** A provision is listed as "Optional Bid Items"

- D. **Carpet & Window Cleaning Schedule:** Specific dates to be advised upon execution of contract for "Optional Bid Items".

VI. Supplies and Equipment

- A. **The Contractor shall provide all supplies:** to carry out the cleaning and disinfecting operations within this contract, and shall meet the standards of the Federal Occupational Safety and Health Act and Cal OSHA. The contractor shall submit a written list of all supplies (i.e. cleaners, disinfectants, floor cleaners, and wax) with attached Material Safety Data Sheets (MSDS) intended for use in the buildings for approval by the City of Brea. In addition to cleaning supplies the contractor shall also supply all glass cleaner, floor stripper, furniture polish, stainless steel cleaner etc. Any supplies not on the approved list shall be removed from the premises. Adequate quantities of properly labeled supplies **(minimum of two weeks inventory)** must be on-hand to perform cleaning at all times. Contractor to provide an estimated monthly usage along with an estimated monthly cost of supplies.
- B. **The City of Brea shall furnish the following supplies:**
1. Paper Towels
 2. Toilet Paper
 3. Sanitary Napkins
 4. Tampons
 5. Hand Cleaning Soap
 6. Sanitary Napkin Liners
 7. Plastic Trash Bags (assorted sizes)
 8. Other Items as needed (approval of Facilities Supervisor required)
 9. Toilet Seat Covers
 10. Some Disinfectants / Deodorizers
- C. **The contractor shall provide all equipment:** to carry out cleaning operations. The use of HEPA filter vacuums is a requirement throughout the building to be cleaned. The contractor shall submit a written list of all equipment, by quantity, name brand and model (i.e. six (6) Advance 16" Carpet twin HEPA filter Vacuums – two (2) Rotary buffing machines 18" - two (2) carpet extractors w/ power-head) –. All equipment shall be listed in contractor's proposal to be used for daily cleaning requirements. In case of equipment breakdown, forty eight (48) hours repair or replacement time shall be allowed. ***NOTE* All equipment to be new at commencement of contract.**

VII. Day Porters

- A. In addition to the labor supplied by the contractor to accomplish the tasks defined in the preceding Sections, the contractor shall supply two full-time Day Porters and one part-time Day Porter to perform a variety of similar tasks.
- B. One Day Porter shall work eight hours per day, 8:00am to 5:00pm, 5 days per week, M-F. One Day Porter shall work eight hours per day, 8:00am to 5:00pm, 5 days per week, Th-M. The time of day for the two full-time Day Porters is subject

to change by City's representative. One part time Day Porter shall work four hours per day, 10:00am to 2:00pm, five days a week, M-F.

- C. The contractor shall provide cell phones to full time Porters so City Staff can communicate work requests. The main areas of responsibility and duties of the Day Porters are listed below:
- D. LOCATIONS -- Assigned to the Civic Center and Community Center
 - 1. Brea Police Department is to approve the day porter in advance due to security concerns. Also it is highly important that livescan background checks be completed on all of the contractor employees due to sensitive materials and equipment that is in the areas that will be serviced. This includes the Brea PD, the Brea Fire Department, the Civic Center Building as well as other areas.
- E. Duties may include the following:
 - 1. Open the Staff access doors as needed, turn off alarms and turn on lights (Civic Center).
 - 2. Control of the Flags: flags should not be raised in the rain or excessively windy conditions.
 - 3. Check, clean-sweep breezeway, parking lots and adjacent sidewalks for trash. On rainy days place safety warning signs in areas where a slip hazard exists.
 - 4. Check the meeting schedule for any meetings that might require setup. Set up as needed to ensure proper facilities and administration supplies are ready before the start of the meeting. The meeting schedule is provided every Friday.
 - 5. Check all Restrooms for supplies and inspect to see that they were properly cleaned and disinfected. Correct any problems with supplies as well as cleaning and disinfecting.
 - 6. Operate City Auto Scrubber equipment at the Civic and Community Centers.
 - 7. During the day, the porter will have to provide assistance (respond) to the City of Brea staff needs. Responding to pages, phone calls and verbal notification for assistance (i.e.,- spills, hazardous issues relating to custodial, pest control and setup for meetings)
 - 8. Check in with the City of Brea custodial representative daily to give updates and check to see if any custodial services have been requested.
 - 9. Report any maintenance repairs (i.e. leaking faucets; clogged drains; broken electrical plugs; lights out) needed to the City of Brea Building Maintenance Division.
 - 10. Restrooms and restock supplies.
 - 11. Spot clean carpet
 - 12. Responsible for daily cleaning the Curtis Theater.

- F. Response Time for Porters and Emergencies
 - 1. Response time to City of Brea needs during the normal work schedule shall be two (2) hours.
 - 2. During off-hours, the response shall be within four (4) hours.
 - 3. The time allowed to correct non-conformances noted on the Performance Inspections (corrective actions) shall be 48 hours.

VIII. Minimum Quality Standards

The following Quality Standards (cleaning standards) shall be used on a daily basis, and during the Performance Inspection process to assess the quality of the cleaning per the nine (9) major areas identified below.

A. Offices - Minimum Cleaning Standards:

- 1. **Furniture and Equipment:** Shall be free of dust, cobwebs, dried-soil and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue, streaks and film.
- 2. **Telephones:** Shall be free of dust and soil. They shall appear visibly and uniformly clean and polished-dry.
- 3. **Lamps:** Shall be free of dust, dried-soil and soil without causing damage. Lamp shall appear visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.
- 4. **Walls and Doors:** Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, hand prints and cleaner residue.
- 5. **Waste Containers:** Contents shall be removed from waste containers and can liners replaced, as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of an offensive odor emitting from the container.
- 6. **Partitions:** Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.
- 7. **Floors, Carpet and Baseboards:** Shall be free of dust, cobwebs, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors, carpet and cove-bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

B. Restrooms – Minimum Cleaning Standards:

- 1. **Special Note:** Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the City of Brea. An inspection team shall closely monitor sanitation levels.

2. **Dispensers:** Shall be free of dust, dried soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and disinfected. This shall include the elimination of film, streaks, and cleaner residue. Dispensers shall be refilled when required with the proper expendable supply item.
3. **Sanitary Napkin Dispensers/Disposal Canisters:** ***Shall be free of dust, dried soil, bacteria and soil without causing damage. These surfaces shall appear visibly and uniformly clean and be disinfected inside and out. This shall include the elimination of film, streaks, and cleaner residue. Disposal bags are to be replaced with new daily.***
4. **Hardware:** Shall be free of dust, soil, bacteria and scale without causing damage. Brightwork shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.
5. **Sinks:** Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of polish residue.
6. **Mirrors:** Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.
7. **Toilets and Urinals:** Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots. Under rim areas are to be and will be inspected for cleanliness.
8. **Partitions:** Shall be free of dust, cobwebs, soil and graffiti without causing damage. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.
9. **Waste Containers:** Contents shall be removed from waste containers and can liners replaced with new. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of an offensive odor emitting from the container.
10. **Walls and Doors:** Shall be free of dust, cobwebs, soil, spots and stains without causing damage. These surfaces shall appear visibly and uniformly clean/disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots; and metal kick plates, handles and push plates on doors shall also be polished-dry.
11. **Floors and Baseboards:** Shall be free of dust, cobwebs, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. Floors and cove-bases shall appear visibly and uniformly clean and disinfected. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

12. **Air Vents:** Shall be free of dust and soil. This also pertains to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.
 13. **Light Fixtures:** Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.
- C. Entrances, Patios – Minimum Cleaning Standards:
1. **Mats and Carpet:** Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall appear visibly and uniformly clean. Adjoining walls, doors, and floor surfaces shall also be free of dust, soil, and cleaner residue.
 2. **Glass and Metal Surfaces:** Shall appear streak-free, film-free, and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.
 3. **Corners/Thresholds:** Shall be free of dust, cobwebs, dried-soil, crud, finish build-up and debris. These areas shall appear visibly and uniformly clean. This shall include the elimination of cleaner residue.
 4. **Floors and Cove-bases:** Shall be free of dust, cobwebs, dried-soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.
 5. **Walls and Fixtures:** Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.
- D. Elevators – Minimum Cleaning Standards:
1. **Tracks:** Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures.
 2. **Lights:** Shall be free of dust, cobwebs, soil, spots, and stains without causing damage. They shall appear streak-free, film-free and uniformly clean. Bright metal surfaces shall be polished to a high-shine. Bright metal surfaces shall be polished to a high shine. This shall include the elimination of polish residue and/or film.
 3. **Floors, Carpet and Cove-bases:** Shall be free of dust, cobwebs, dried soil, soil, gum, spots, stains, and other debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that results in a consistent high-shine. Floors, carpet and Cove-bases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

- E. Corridor – Minimum Cleaning Standards:
1. **Floors and Cove-bases:** Shall be free of dust, cobwebs, dried-soil, gum, spots, stains, and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that results in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.
 2. **Walls and Fixtures:** Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.
 3. **Water Fountains:** Shall be free of dust, soil, scale and water spots without causing damage. Brightwork shall be disinfected and polished to a streak-free shine. Water fountains shall appear visibly and uniformly clean. This shall include the elimination of film and cleaner residue.
- F. Stairwells – Minimum Cleaning Standards:
1. **Rails and Walls:** Shall be free of dust, cobwebs, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.
 2. **Steps and Landings:** Shall be free of dust, cobwebs, dried soil, gum, stains, and debris. This shall include risers and cove-bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.
 3. **Windows & Blinds – Cleaning Standards:** The contractor is responsible for cleaning the interior and exterior of the building windows per the specification. Blinds shall be cleaned by dusting and/or wiping with damp cloth. Windows to be dirt and streak free.
- G. Miscellaneous – Minimum Cleaning Standards:
1. **Air Vents:** Shall be free of dust and soil. This also applies to air distribution units and exhaust vents. They shall appear visibly and uniformly clean.
 2. **Light Fixtures:** Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean.
 3. **Janitor Closets & Storerooms- Minimum Cleaning Standards:**
 4. **Shelves:** Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked, organized, neatly on shelves.
 5. **Janitor Carts:** Shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil, and organized, neatly.

6. **Equipment:** Shall appear visibly clean and organized. All mops will be wrung out and the mop buckets are to be empty and clean when not in use.
 7. **Walls:** Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.
 8. **Utility Sinks:** Shall be free of dust, soil, cleaner residue and soap film. Utility sinks shall appear visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film and water spots. Brightwork shall be cleaned, de-scaled and polished.
 9. **Floors:** Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, and film.
- H. Gym & Locker Room - Minimum Cleaning Standards:
1. **Equipment:** All glassware, mirrors, lockers and equipment to be cleaned. They shall appear visibly and uniformly clean. Equipment shall be clean, including seats, benches grab bars are to clean and disinfected. The gym equipment is to be organized and placed in its proper locations.
 2. **Shelves:** Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. Supplies and equipment shall be stocked, organized, neatly on shelves.
 3. **Walls:** Shall be free of dust, cobwebs, dried-soil and soil. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, and cleaner residue.
 4. **Floors:** Shall be free of dust, cobwebs, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, and film.
 5. **Catering Kitchens:** Shall be cleaned and maintained in accordance with Orange County health and safety standard.

IX. Performance Inspections

The purpose of the Performance Inspections is to ensure a high level of workmanship as well as to ensure the Quality, Health and Cleaning Standards throughout this Scope/Specification are consistently achieved. Attached is an Performance Inspection Sheet that will be used by both the contractor and the City of Brea to monitor performance. The following intervals will be used for these inspections.

- A. Contractor – Weekly
 - B. Contractor – Monthly
 - C. City of Brea – Random
1. The Janitorial Service Company shall perform weekly quality inspections of all sites and submit a written inspection report to the City of Brea. The

contents and format of the inspection report shall be determined by the contactor and the City of Brea at the award of the contract. A Performance Inspection Form will be provided by the City of Brea.

2. The Janitorial Service Company shall perform monthly quality inspections with the City of Brea designated representative. This inspection shall be of all sites covered by this contract with a written inspection report summary submitted by the contractor to the City of Brea.
3. All noted deficiencies shall be corrected within 48 hrs of inspection. Repeated deficiencies of the same nature and site could result in contract termination.

- D. Post Custodial Performance Inspection sheet and Schedules I, II, and III daily at each facility for contract employees to use as reference and City staff to monitor.

X. Specific Terms and Conditions

A. Background/Security

1. All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work.
2. Livescan background checks must be completed on all of the contractor employees due to sensitive materials and equipment that is in the areas that will be serviced.

B. Health

1. All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the buildings.
2. Contractor shall not allow the use or presence of alcohol or drugs on the premises or in the building.

C. Conduct

1. No person(s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly, or is otherwise objectionable.
2. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

D. Supervision of Staff

1. Contractor shall provide one supervisor or foreman who shall be present at all times during operations, and who shall be responsible for both conduct and workmanship.
2. The supervisor/foreman shall oversee all services at the Brea facilities. The supervisor or foreman shall be able to communicate effectively in both written and oral English language.

- E. Day Porters
 - 1. All Day Porters shall be fully trained for the type of duties that they will perform and shall be able to communicate effectively in both written and oral English language.
- F. Training
 - 1. Contractor shall have an ongoing training program for all its staff in areas of Safety and Job Duties. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training.
- G. Uniforms and Photo IDs
 - 1. All contractor's employees shall wear uniforms at all times while on duty. Uniforms must have the Contractor's company name.
 - 2. A picture ID is to be worn at all times similar to the current City of Brea name /picture ID cards.
- H. Adequate Safety
 - 1. Warning devices shall be used by the contractor when there is a safety hazard (i.e. rain-slip), waxing or wet mopping floors or as needed to ensure the safety of our employees and residents.
 - 2. The contractor shall be responsible for instructing its employees in all safety measures.
 - 3. All equipment used by the contractor shall be maintained in safe operating condition at all times and be free from defects which would constitute a hazard to any persons.
 - 4. All employees must wear proper personal protective equipment while working on City of Brea premises.
- I. Non-Smoking Facilities
 - 1. All City of Brea buildings are designated as non-smoking facilities.
 - 2. No custodian shall smoke while within twenty (20) feet of said buildings.
- J. Keys
 - 1. Contractor shall establish and implement methods for ensuring that all keys & key cards issued to Contractor by the City of Brea are not lost, misplaced, or used by unauthorized persons.
 - 2. No keys or keycards issued to Contractor by the City shall be duplicated without prior written authorization from the City of Brea.
 - 3. Contractor shall report to the City the occurrences of lost or duplicated key/keycards. In the event keys/keycards are lost, duplicated, or the City of Brea deems it necessary, Contractor will be required upon direction of City, to re-key or replace the affected lock or locks or perform re-keying or keycard replacement at its cost.
 - 4. It is also the responsibility of Contractor to prohibit the opening of locked areas or to permit entrance of unauthorized persons other than

Contractor employees engaged in the performance of assigned work in those areas.

K. Maintenance Repairs

1. Report any maintenance repairs needed (i.e. leaking faucets; clogged drains; broken electrical plugs; lights out) to the City of Brea Building Maintenance Division by phone (714)990-7691 or fax 714-671-1493.

L. Standard Forms

1. Listed below are some of the standard forms that will be used to communicate the City of Brea needs and requirements.
 - a) Performance Inspection Form
 - b) Service Request Form
 - c) Service Compliant Form
 - d) General Notes: E-mails; Memos; Verbal Instructions and Voicemails.

M. Contact Information

1. The Contractor shall provide the City of Brea representative the following information:
 - a) 24 hour Contact number
 - b) Emergency Contact name and number
 - c) Custodial Hotline
 - d) E-mail address
 - e) General Manager
 - f) On-site supervisor(s)

N. Damage to City Property

1. Damage or theft of City property resulting from contractor shall be repaired immediately by the Contractor or the City of Brea at the Contractor's expense.
2. If the Contractor fails to remedy such damage or theft, a written report of damage or theft shall be submitted to the City of Brea within 48 hours of occurrence.

O. City of Brea Telephone Usage

1. Telephones (incl. cell phones) shall not be used by the Contractor or its employees for personal reasons with the following exception(s):
 - a) To report need of medical aid, fire or need of law enforcement, use 9-911 number
 - b) Notification to the City of Brea Building Maintenance Supervisor of damage as required in this contract
 - c) Any calls to numbers other than those above shall be considered a violation of this contract and grounds for immediate termination.

P. Building Security

1. The contractor shall keep all exterior doors closed and locked during the performance of work or as otherwise directed and ensure that all doors are locked at the end of the shift unless otherwise advised by the authorized City of Brea representative.
2. Offices with security systems shall have them activated immediately after services are completed in these areas.

Q. Remedy for Failure to Perform Required Service

1. The contractor shall be called back to correct deficiencies in adherence to the specifications at no additional charge to the City of Brea. Response time shall be as soon as possible but not more than two (2) hours from the receipt of the call during normal business (including weekends for Community Services Recreation Buildings) hours.
2. Hours not worked shall be deducted from monthly payments if these hours are persistent or if a quality problem appears. Deduction for hours not worked does not constitute a waiver of the specifications or acceptance of the conditions or performance. Contractor's failure to perform under the terms and frequencies specified herein, may result a reduction in monthly payment due to the contractor and/or termination of services. The types of reductions described below may, at the City's option, be imposed after notification to the contractor of any deficiencies and failure to provide remedies.
3. Immediate response requires the contractor to report to the site to correct deficiencies from the previous shift worked (i.e. night) . The deficiencies shall be of such nature as to warrant immediate correction or if the use and enjoyment of the building will be negatively affected. Deficiencies requiring immediate response are those that adversely affect the buildings' occupants. These can include, but are not limited to, failure to restock dispensers and failure to clean and or disinfect specific areas. If cleaning is not accomplished because of lost keys, the lack of service shall be deducted from payment. Should the contractor fail to respond as required to make corrections, the City of Brea may deduct a portion of payment for one day or multiple days depending on the nature of the infraction.
4. Contractor may be assessed penalties by City up to one hundred percent (100%) of the monthly value of a site for nonperformance and up to sixty percent (60%) of the monthly value of a site for substandard performance. Such penalties shall be assessed at the discretion of the City. Contractor shall be notified of any penalties in accordance with the terms of this Contract.
5. Contractor shall be notified of service failure by delivery of a "Performance Deficiency Notification" form to Contractor by City. Said notice will serve as formal notification that Contractor has incurred a service deficiency sufficiently material that contract termination may result if satisfactory corrective action is not taken by Contractor.

6. The Performance Deficiency Notification will contain the acceptable time period for service correction. Upon Deficiency Notification, the correction will either be accepted or rejected. If accepted, part or all of the penalties may be waived, regardless of whether City has incurred loss as a result of said service failure.
 7. Contractor will be notified of correction acceptance status by delivery of a Performance Deficiency Status Memorandum. Should correction not be accepted, a separate additional Performance Deficiency Notification will be delivered to Contractor, thus increasing the number of Deficiency Notices received by Contractor.
- R. Vehicles Used by the Custodial Contractor
1. Vehicles are to be identified with magnetic door signs (approx 20" x 16") or equivalent with the company name and phone number.
- S. Requirements for Custodians:
1. Each custodian working within City facilities shall be in a Contractor's uniform or an identifying shirt.
 2. Each custodian shall have in his/her possession a company photo identification badge at all times.
 3. All custodial supervisors and at least one (1) person on each custodial crew shall be able to communicate verbally in the English language.
- T. Safety and Security Requirements:
1. All safety warning devices shall be used by the Contractor when waxing or wet mopping floors or any other area.
 2. All City buildings are NON-SMOKING facilities; no custodian is allowed to smoke while in City buildings.
- U. Schedule
1. Contractor shall provide the City of Brea with a comprehensive Monthly Schedule listing all monthly/Quarterly service dates and locations.
- V. Environmental Requirements:
1. The Contractor is required to adhere to the provisions of the Federal Clean Water Act as regulated by the U.S. Environmental Protection Agency in Code 40, Code of Federal Regulations (CFR) Parts 122, 123, 124, the Porter-Cologne Act (California Water Code), the Waste Discharge Requirements for Municipal Storm Water Discharges within the County of Orange and the National Pollution Discharge Elimination System (NPDES). Copies of the suitable Best Management Practices (BMPs) from the California Storm water Quality Association (CASQA), Storm water Best Management Practice Handbook for Construction Activities are available for review at the offices of the City Engineer or can be found at www.cabmphandbooks.com.

End of Exhibit A

**EXHIBIT B
COMPENSATION**

I. Total Compensation

- A. CONTRACTOR agrees to accept the specified compensation as set forth in this Agreement as full payment for satisfactorily performing all work, including furnishing all labor and materials required to fully and satisfactorily complete the Services to CITY's reasonable satisfaction. To the maximum extent permitted by law, CONTRACTOR assumes all risks related to its performance of the Services including risks of unforeseen difficulties or conditions which may arise or be encountered in the performance of the Services. CONTRACTOR shall only be compensated as set forth herein for work satisfactorily performed in accordance with the Scope of Work.
- B. **Contract Amount.** Payment shall not exceed the total all-inclusive amount of \$416,026.00 for the First One-Year Term (base period) including minimum wage increases.
- C. **Price Changes.**
1. Prices in Exhibit B shall not be revised during the term of the Contract (including any extension periods) without prior approval by City Council.
 2. CONTRACTOR must submit a request for any price increases along with supporting documentation at least 60 calendar days before the proposed date of the increase.
 3. Increases in labor costs due to mandated changes by the State of California for minimum wages are only to relieve workers that were below the enacted minimum wage for the corresponding contract year.
 4. Increases in all other costs are based on increases in the most recently available Consumer Price Index for the Los Angeles-Long Beach-Anaheim, CA area <https://data.bls.gov/cgi-bin/surveymost?cw>.

Continued on Next Page

II. Manner of Payment and Accounting Requirements

A. Taxes

1. CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request.
2. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section.

B. Payment Terms

1. CONTRACTOR shall submit invoices in arrears, after Services have been received. CITY will make payment in net 30 days after receipt of an undisputed invoice in a format acceptable to CITY. Invoices are subject to routine processing requirements. The responsibility for providing an acceptable invoice to CITY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.
2. Billing shall cover Services not previously invoiced. CONTRACTOR shall reimburse CITY for any monies paid to the Contractor for services not provided, or when services do not meet the contract requirements.
3. Payments made by the CITY shall not preclude the right of the CITY from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

C. Invoicing Instructions

1. CONTRACTOR will provide an invoice on the CONTRACTOR'S letterhead. Each invoice will have a unique number and must include:
 - a) Contractor's name and address
 - b) Contractor's remittance address, if different from above
 - c) Contractor's Taxpayer ID Number
 - d) Name of City Agency/Department
 - e) Delivery/service address
 - f) Contract number
 - g) Purchase Order (PO) number
 - h) Date of invoice
 - i) Description of Services/Goods
 - j) Sales tax, if applicable
 - k) Freight/delivery charges, if applicable
 - l) Total
2. Invoices and support documentation are to be forwarded to:
 - a) City of Brea
 - b) Accounts Payable
 - c) 1 Civic Center Circle
 - d) Brea CA 92821
3. City does not accept electronic invoices.

D. Accounting Records of CONTRACTOR

1. During performance of this Agreement and for a period of three (3) years after termination or expiration of this Agreement, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's reimbursable expenses, if any, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

End of Exhibit B

Attachment 1 to Exhibit B
insert eProcurement Price Sheets here

A532

ExcelFormat Bid Tabulation By Vendor

Version 1

Bid RFP #20190040401 - Custodial Services

End Date 2019-05-01 05:00 PM PDT

Vendor A532 - GUARANTEED JANITORIAL SERVICES

Item Code	Name	Item Description	Unit Price	Qty	Unit	Total Price
1	Civic Center	3rd floor offices, 25,790 sf 1] Schedule I & Schedule II Service 2] 7:00pm and 6:00am 3] M-F one week/ M-Th following week (excludes holidays) 4] Administrative offices and public service counters 5] 3 restrooms, 5 conference rooms, 4 kitchenettes 6] 95% carpet flooring	1,410.00	12	Mo	16,920.00
2	Civic Center	2nd floor north, 9,000 sf 1] Schedule I & Schedule II Service 2] 7:00pm and 6:00am 3] M-F one week/ M-Th following week (excludes holidays) 4] Administrative offices and 5 conference rooms 5] 2 restrooms / TV studio / 1 lunch room 6] Lawyer's offices M-F (excludes holidays) 7] Conference rooms (refer to rental schedule) 8] 95% carpet flooring	875.00	12	Mo	10,500.00
3	Civic Center	2nd floor south, 9,000 sf 1] Community Rooms A&B/ EOC/2 restrooms, commercial kitchen/ employee break room kitchenette a) Schedule I Service & Schedule II Service b) 6:00pm and 12:00am c) M-Su (refer to rental schedule) d) 95% carpet flooring 2] Administrative offices, Conference room, Kitchenette (community development) a) Schedule I Service & Schedule II Service b) 6:00pm and 12:00am c) M-F one week/ M-Th following week (excludes holidays) d) 95% carpeted	875.00	12	Mo	10,500.00
4	Civic Center	2nd floor Conference and Training Center 3,244 sf 1] Schedule I & Schedule II Service 2] 7:00pm and 6:00am 3] M-Su 4] 5 times per week (refer to rental schedule) 5] 65 seats with tables 6] 2 restrooms 7] 95 % carpet flooring	685.00	12	Mo	8,220.00
5	Civic Center	1st floor Art Gallery 6,256 sf 1] Schedule I Service 2] 10:00pm and thereafter 3] Tu and F 4] Administrative office and exhibit area 5] 95% carpet flooring	265.00	12	Mo	3,180.00
6	Civic Center	1st floor Art Gallery 6,256 sf 95% carpet flooring deep clean, extract carpets, clean windows inside and out 5 times a year (Dates to be determined)	452.00	5	EA	2,260.00

7	Civic Center	1st floor Police Department 4,500 sf 1] Schedule I & Schedule II Service 2] 6:00pm and 2:00am 3] M-Su (includes holidays) 4] Administrative offices and public service counter 5] 2 restrooms 6] 95% carpet flooring	875.00	12 Mo	10,500.00
8	Civic Center	1st floor Council Chambers and Library Lobby 4,200 sf 1] Schedule I & Schedule II Service 2] 9:00pm and 6:00am 3] M-Su (includes holidays) 4] 1 restroom and Library lobby 5] Chambers to be cleaned after rentals (refer to rental schedule) 6] 95% carpet flooring	765.00	12 Mo	9,180.00
9	Civic Center	1st and P-2 floors Curtis Theater 12,500 sf 1] Schedule I & Schedule II Service 2] 4:00pm-2:00am 3] Lobby, administrative office, 199 seating area 4] 4 restrooms, green room, three dressing rooms with showers 5] M-Su cleaning of Theater 6] May need to be cleaned up to 4 x a day 7] Restock supplies in restrooms and remove trash between shows 8] 80% carpet flooring	1,398.00	12 Mo	16,776.00
10	Civic Center	P-2 Police Department, and 911 Dispatch 4,500 sf 1] Schedule I & Schedule II Service 2] 6:00pm and 12:00am 3] M-Su (includes holidays) 4] Administrative offices, 2 restrooms, 2 kitchenettes and 4 locker rooms 5] 90% carpet flooring	803.00	12 Mo	9,636.00
11	Civic Center	P-2 Police Jail 2,500 sf 1] Schedule III Service 2] 6:00pm and 12:00am 3] M-Su (includes holidays) 4] Administrative offices, 1 restroom, 1 shower, 2 booking cells, 5 holding cells and one safety cell 5] 100% concrete floors	615.00	12 Mo	7,380.00
12	Civic Center	P-2 General Services 15,000 sf 1] Schedule I & Schedule II Service 2] 6:00pm and 12:00am 3] M-F one week/ M-Th following week (excludes holidays) 4] Administrative offices, Print shop 1 kitchenette and corridors 5] 50% carpet flooring	1,119.00	12 Mo	13,428.00
13	Civic Center	P-1 & P-2 parking areas 100,507 sf 1] Schedules I, II, and III do not apply 2] 6pm and 12am 3] M-F one week/ M-Th following week (excludes holidays) 4] Police trash, mop up spills, empty trashcans 5] 100% concrete	1,285.00	12 Mo	15,420.00

14	City Yard	CITY YARD, 545 N. Berry Street, Brea, 7,024 sf 1] Administrative offices 2] Schedule I & Schedule II Service 3] 6:00pm and 12:00am 4] M-F one week/ M-Th following week (excludes holidays) 5] 4 restrooms, 2 locker rooms, lunch room, kitchen 6] 90% carpet flooring	1,115.00	12 Mo	13,380.00
15	Pioneer Hall	PIONEER HALL, 304 W. Elm Street, Brea, 4,500 sf A. Schedule I & Schedule II Service B. 6:00pm and 12:00am C. M-F; weekends per rental schedule D. Meeting facility, 2 restrooms, kitchen E. 95% wood flooring	1,028.00	12 Mo	12,336.00
16	Senior Center	SENIOR CENTER, 500 S. Sievers Avenue, Brea, 10,325 sf A. Schedule I & Schedule II Service B. 5:00pm and 12:00am C. M-F; weekends per rental schedule D. Administrative offices, 2 restrooms, 4 conference rooms, lunch room, Catering Kitchen E. 85% carpet flooring	2,355.00	12 Mo	28,260.00
17	Brea Plunge	BREA PLUNGE, 440 S. Walnut Avenue, 1,500 sf A. Schedule I & Schedule II Service B. 6:00pm and 12:00am C. M-Su (includes holidays) (seasonal June 1-August 31) D. Administrative office, 2 locker rooms, exterior benches and tables. E. 95% concrete	615.00	3 Mo	1,845.00
18	Brea Downtown	BREA DOWNTOWN, Birch Street and Brea Blvd. A. Schedule I & Schedule II Service B. 6:00pm-10:00pm C. M-Su (includes Holidays) D. 2 restrooms, police satellite office, sidewalks, trashcans, pick up trash. (pick up litter and empty trash cans on Brea Blvd from Imperial Hwy to Ash St both sides of the street and on Birch St from Orange to Madrona both sides of the street; 22 trashcans on Birch St and 8 trashcans on Brea Blvd)	2,475.00	12 Mo	29,700.00

19	Brea Comm Center	BREA COMMUNITY CENTER, 695 E. Madison Way, 51,000 sf A. Schedule I & Schedule II Service B. Tiny Tots, Kid Watch, Gym, Fitness Area, Aerobics room, Catering Kitchen, Meeting hall, Conference rooms, 5 restrooms, 2 locker rooms. 1] 6:00pm and 6:00am 2] M-Su (includes holidays) C. Administrative offices and Family Resource Center 1] 6pm and 6am 2] M-F D. 30% carpet flooring	3,975.00	12 Mo	47,700.00
20	Day Porters	DAY PORTERS FOR CIVIC CENTER & COMMUNITY CENTER A. (2) Full time day porters B. (1) Part time day porter, 4 hours per day, M-F 10am-2pm. One day porter is 8 hours M-F, Hrs TBD. Second day porter is 8 hours Th-M, Hrs TBD.	8,666.67	12 Mo	104,000.00
21	As-Needed	Window Washing: All Buildings: Inside & Outside (Apr)	10,000.00	1 EA	10,000.00
22	As-Needed	Window Washing: All Buildings: Outside Only (Jul & Oct)	5,000.00	2 EA	10,000.00
23	As-Needed	Carpet Cleaning: All Buildings: All Areas	3,138.00	1 EA	3,138.00
24	As-Needed	Carpet Cleaning: All Buildings: High-Traffic Areas	2,365.00	3 EA	7,095.00
25	As-Needed	Extra Work/Project Cleaning: hourly rate	20.00	40 Hr	800.00
26	Minimum Wage Increase	Minimum Wage Increase from January through June	13,872.00	1 Lot	13,872.00
TOTAL					416,026.00

**EXHIBIT C
GENERAL PROVISIONS**

I. Standard Requirements

A. Assignment and Subcontracting

To assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.

B. Compliance with Law

CONTRACTOR shall forthwith undertake and complete the Services in accordance with Exhibit "A" attached to this Agreement and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines all to the reasonable satisfaction of CITY.

C. Confidentiality

Any and all information and data provided to CONTRACTOR pursuant to this Agreement shall be forever maintained as confidential by CONTRACTOR, to the maximum extent permitted by law.

D. Customer Care

CONTRACTOR shall provide exceptional Customer Care while fulfilling the terms of this Agreement, is performing as a representative of CITY. 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 the CITY or CONTRACTOR, for the investigation and response to complaints.

E. Hires

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.

F. Independent Contractor

CONTRACTOR is retained by CITY only to the extent set forth in this Agreement, and the CONTRACTOR's relationship to the CITY is that of an independent contractor. CONTRACTOR shall be free to dispose of all portions of CONTRACTOR's time and activities which CONTRACTOR is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONTRACTOR sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care,

vacation, sick leave or other benefits provided for CITY's officers or employees. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

G. Information and Assistance

CITY will provide information and assistance as set forth in Exhibit "A" hereto; photographically reproducible copies of maps and other information, if available, which CONTRACTOR considers necessary in order to complete the Project. Such information as is generally available from CITY files applicable to the Project.

Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR's responsibility to make all initial contact with respect to the gathering of such information.

H. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.

I. Entire Agreement

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 and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

J. Precedence of Documents

In the event of any inconsistency or conflict between the Agreement and any of the Exhibits or any other attachments, the Agreement, then this Exhibit C, then the remaining Exhibits and attachments shall govern.

K. Termination

This Agreement may be terminated by CITY for any or no reason upon the giving of a written notice of termination to CONTRACTOR at least fifteen (15) days prior to the date of termination specified in said notice. In the event this Agreement is

so terminated, and provided CONTRACTOR is not then in breach, CONTRACTOR shall be paid on a pro-rata basis with respect to the percentage of the Services satisfactorily completed or goods satisfactorily provided as of the date of termination. In no event, however, shall CONTRACTOR receive more than the Contract Amount. CONTRACTOR shall provide to CITY any and all Work Product including all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.

End of Exhibit C

**EXHIBIT D
INDEMNITY, INSURANCE, and BONDING REQUIREMENTS**

I. Indemnity Requirements

- A. **Indemnitees.** The CITY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials are referred to herein collectively as "Indemnitees".
- B. **Damages.** All damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages are referred to herein collectively as "Damages".
- C. **Indemnities.**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees from and against any and all Damages, in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

D. Hazardous Materials Indemnities.

In addition to any other indemnity provisions in this Section, and to the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Damages, whether actual, alleged or threatened, arising out of, pertaining to, or relating to, in whole or in part, the presence, storage, transportation, discharge, release, escape, remediation, treatment, or disposal of any Hazardous Materials, Pollution, or Contaminants, as defined by all applicable Environmental Laws, that are in care, custody, or control of or due to the negligence, recklessness or willful misconduct of CONTRACTOR, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual for that CONTRACTOR shall bear the legal liability thereof) in the performance of Services under this Agreement. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such

defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

- E. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this Section.

II. Insurance Requirements

A. General

1. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
2. Without limiting the Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the Term of this Agreement, the following policies of insurance.
3. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.
4. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

B. Coverages

1. Commercial General Liability (CGL)

- a) CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b) Limits shall be no less than \$2,000,000 per occurrence.

2. Products-Completed Operations (PCO)

Contractor shall procure and submit to City evidence of insurance for a period of at least ten (10) years from the time that all work under this Contract is completed.

3. Automobile Liability Insurance (ALI)

- a) ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b) If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - (1) A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and

- (2) A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

4. Workers' Compensation (WC)

- a) Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b) Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor does not have any employees who will be performing work on behalf of City, Contractor must provide the following:
 - (1) A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract; and
 - (2) A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

C. Endorsements

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

1. Commercial General Liability & Contractors Pollution Liability

a) Additional Insured

- (1) City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- (2) Additional Insured Endorsements shall not:
 - (a) Be limited to "Ongoing Operations"
 - (b) Exclude "Contractual Liability"
 - (c) Restrict coverage to the "Sole" liability of Contractor
 - (d) Exclude "Third-Party-Over Actions"
 - (e) Contain any other exclusion contrary to the Contract

- (3) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

b) Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

2. Auto Liability

a) Additional Insured

City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

b) Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

3. Workers' Compensation

A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

D. Insurance Obligations of Contractor

The Insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

E. Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon City except ten (10) days shall be allowed for non-payment of premium.

F. Waiver of Subrogation

Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies

regardless of whether City has received a waiver of subrogation endorsement from the insurer.

G. Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

H. Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

I. Contractual Liability

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

J. Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Contract.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

K. Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by City.

L. Claims Made Policies

If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with City and an extended reporting period shall be provided for a period of at least ☐ 2 years ☒ 3 years ☐ 5 years ☐ 10 years from termination or expiration of this Contract.

M. Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

III. Bonding Requirements

A. General.

Bonds shall contain original notarized signature of an authorized officer of the surety along with a certified and current copy power of attorney. Bonds shall be unconditional and remain in force during the term indicated by the stated bond.

B. Performance Bond.

Contractor shall provide City a performance bond in the sum of fifty percent (50%) of the amount of this Agreement, which secures the faithful performance of this Agreement. The bond shall remain in force during the Initial Term of the Agreement and shall be null and void only if the CONTRACTOR promptly and faithfully performs all terms and conditions of this Agreement. For any Renewal Term, the Purchasing Agent may require the performance bond remain in force.

C. Janitorial Service Industry Bond.

Contractor shall provide City a janitorial service industry (fidelity/honesty) bond in the sum of \$25,000 to protect the City of loss caused by dishonest acts of the Contractor's employees under this Agreement. The bond shall remain in force during the entire term of the Agreement and shall survive Agreement termination.

End of Exhibit D

**EXHIBIT E
LABOR CODE**

I. Displaced Janitor Opportunity

California labor code section 1060-65, Displaced Janitor Opportunity, which states in part "A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract."

II. Minimum Wage

Changes in direct labor costs shall not exceed the change in the CPI or the actual amount of any Government-mandated increase in the minimum wage, whichever is greater.

For consideration of price increases due to minimum wage increases, CONTRACTOR must submit a certified payroll of employees who are utilized for work on CITY sites showing the wages paid before the change in minimum wage. CONTRACTOR requests for said CONTRACTOR employees who are being paid at or more than any newly enacted minimum wage will be disallowed.



GUARA-1

OP ID: SN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BOSWELL INSURANCE AGENCY Agents & Brokers Inc (0A96080) 26461 Crown Valley Pkwy #200 Mission Viejo, CA 92691 Joe A. Boswell	949-855-0430	CONTACT NAME: Sandy Schlobohm PHONE (A/C, No, Ext): 949-855-0430 FAX (A/C, No): 949-582-2983 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co INSURER B: Insurance Company of The West INSURER C: Ind. Co. of Calif. INSURER D: INSURER E: INSURER F:
INSURED Guaranteed Janitorial Services, Inc. 13039 Eleventh Street Chino, CA 91710		NAIC # 24082

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 Fidelity Cov/Empl Dishonesty GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	X	X	BKW57713825 BKW57713825	01/07/2019 01/07/2019	01/07/2020 01/07/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fidelity \$ 100,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BAW57713825	01/07/2019	01/07/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			ESA57713825	06/10/2019	01/07/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WSD503717001	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prop/IM			BKW57713825	01/07/2019	01/07/2020	Limit 106,652
D	Service Bond			1818888C	01/08/2019	01/08/2020	Limit 25,000

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

Re: Contract #2019040401

Please see attached holder notes.

CERTIFICATE HOLDER

CITBR-1

City of Brea
Attn: Custodial Services
1 Civic Center Circle
Brea, CA 92821

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

NOTEPAD:

HOLDER CODE CITBR-1
INSURED'S NAME Guaranteed Janitorial

GUARA-1
OP ID: SN

PAGE 2
Date 06/07/2019

The City of Brea, its elected officials, officers, employees, volunteers, boards, agents and representatives are named as Additional Insured per form CG2026 04 13 and form CG8883 04 12 attached which includes Primary and Non-Contributory wording. Waiver of Subrogation for General Liability is included in form CG8810 04 13 attached

Additional Insured per form CA2048 02 99 for Business Auto is attached and form CA8866 05 13 which includes Primary and Non-Contributory wording is also attached. Waiver of Subrogation for Business Auto is included in form CA8810 01 13 attached

30 days notice of cancellation except 10 day for non pay for General Liability and Business Auto.

Waiver of Subrogation is included on the Workers Compensation per form 990634 800 attached.

30 days notice of cancellation except 10 day for non payment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF OTHER INSURANCE CONDITION -
DESIGNATED PERSONS OR ORGANIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of Brea

(see form CG7002 for complete name)

Address

1 Civic Center Circle

City State Zip

BREA, CA 92821

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

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

A. The following is added to Paragraph a. Primary Insurance of Condition 4. Other Insurance under Section IV - Commercial General Liability Conditions :

However, when the person or organization shown in the Schedule of this endorsement has been added as an additional insured to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "person's or organization's own insurance" provided that:

(1) You have agreed in a written contract that this insurance is primary and non-contributory; and

(2) The "bodily injury", "property damage" or "personal and advertising injury" is:

a. Committed subsequent to the execution of such contract; and

b. This policy covers the "bodily injury", "property damage" or "personal and advertising injury".

B. For the purposes of this endorsement the following is added to Section V - Definitions :

"Person's or organization's own insurance" means general liability coverage for damages for which the person or organization shown in the Schedule of this endorsement is designated as a Named Insured.

General Endorsement

POLICY NUMBER
BKS (20) 57 71 38 25
Policy Period:
From 01/07/2019 To 01/07/2020
12:01 am Standard Time
at Insured Mailing Location

This Endorsement Changes The Policy. Please Read it Carefully.

The complete name of the Additional Insured per form CG2026 0413 and CG8883 0412 reads as follows:

The City of Brea, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

To report a claim, call your Agent or 1-800-362-0000

CG 70 02 01 01

Page 1 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**

The City of Brea

(see form CG7002 for complete name)

1 Civic Center Circle

BREA, CA 92821

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 the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

Schedule

Name of Person(s) or Organization(s):

The City of Brea
(See form CA7002 for complete name)

Regarding Designated Contract or Project:

Custodial Services

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

General Endorsement

POLICY NUMBER
BAS (20) 57 71 38 25
Policy Period:
From 01/07/2019 To 01/07/2020
12:01 am Standard Time
at Insured Mailing Location

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This Endorsement Changes The Policy. Please Read it Carefully.

The complete name of the Additional Insured per form CA2048 0299 & CA8866 0513 reads as follows:

The City of Brea, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations or operations performed by or on behalf of the Contractor.

Nothing herein contained shall vary, alter, waive or extend any of the terms, representations, conditions or agreements of the policy other than as above stated.

To report a claim, call your Agent or 1-800-362-0000

CA 70 02 11 02

Page 1 of 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CA 20 48 02 99

DESIGNATED INSURED ENDORSEMENT

The endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the WHO IS AN INSURED provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	Policy Number
Named Insured	Countersigned by

(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s)

The City of Brea

(See form CA7002 for complete name)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization shown in the Schedule is an "insured" for LIABILITY COVERAGE, but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision contained in SECTION II of the Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be **3 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization
**ANY
PERSON/ORGANIZATION
WHEN REQUIRED BY
WRITTEN CONTRACT**

Job Description
ALL CA OPERATIONS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07/01/2018** Policy No. **WSD 5037170 01**

Endorsement No.

Insured **GUARANTEED JANITORIAL SERVICE**

Premium \$ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph 6. under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph 9.a. of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. **Insuring Agreement of Section I - Coverage C - Medical Payments**, Subparagraph (b) of Paragraph a. is replaced by the following:

- (b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph 1.b. is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) 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
 - (b) The construction, erection, or removal of elevators; or
 - (c) 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.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

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

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

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

- d. "Bodily injury" or "property damage" occurring after:

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

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. 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:

- a. Required by the contract or agreement; or
 - b. 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.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph 2.a.(1) of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 6. **Representations**:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit**:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization 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" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

COVERAGE INDEX

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SECTION II - LIABILITY COVERAGE is amended as follows:

1. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an Insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- (2) If the Limits of Insurance of any other insurance policy have been exhausted; or
- (3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

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

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

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

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

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

4. SUPPLEMENTARY PAYMENTS

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

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

5. AMENDED FELLOW EMPLOYEE EXCLUSION

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

SECTION II - LIABILITY, exclusion B.5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

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

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

- a. You hire, rent or borrow; or

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

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

7. TOWING AND LABOR

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

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

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

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

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

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

9. RENTAL REIMBURSEMENT

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

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph 4, Coverage Extension.
- f. No deductible applies to this coverage.

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

10. EXTRA EXPENSE - BROADENED COVERAGE

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

11. PERSONAL EFFECTS COVERAGE

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

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

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

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

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

12. ACCIDENTAL AIRBAG DEPLOYMENT

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

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

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

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

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

Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

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

14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

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

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

2. The actual cash value of the damage or stolen property as of the time of the "loss".

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

B. ADDITIONAL CONDITIONS

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

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

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

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

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

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

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

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

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

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

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

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

17. TWO OR MORE DEDUCTIBLES

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

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

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

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

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

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

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

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

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

To the extent possible, notice to us should include:

- (1) How, when and where the "accident" or "loss" took place;
- (2) The "Insureds" name and address; and
- (3) The names and addresses of any injured persons and witnesses.

20. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

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

21. HIRED AUTO COVERAGE TERRITORY

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

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

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

SECTION V - DEFINITIONS is amended as follows:

22. BODILY INJURY REDEFINED

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

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

COMMON POLICY CONDITIONS

23. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 06/18/2019
SUBJECT: Agreement for Legislative Advocacy Services

RECOMMENDATION

1. Approve the Agreement with Townsend Public Affairs to provide Legislative Advocacy Services in an amount not-to-exceed \$60,000;
2. Authorize the City Manager to issue up to four one-year extensions; and
3. Authorize the Purchasing Agent to issue Purchase Orders accordingly

BACKGROUND/DISCUSSION

For more than 25 years, the City has retained the services of a state and federal legislative advocate to assist the City in developing and successfully pursuing its legislative priorities. These services include:

- Developing key advocacy goals for each new legislative session and assisting the City in achieving those goals;
- Participating in the ongoing legislative process to help ensure that the City's desired level of state funding is secured;
- Providing the City with grant management and assistance;
- Developing a strategy to gain support for City priorities at the state level;
- Representing the City at hearings, particularly those involving appropriations requests;
- Providing testimony at Committee and floor sessions on behalf of City;
- Preparing City representatives for hearings and meetings with members of Congress and California State Legislature by providing support materials, talking points, and briefing papers; and
- Monitoring legislative developments affecting the City's agenda and updating designated City staff through written reports/analysis, phone calls, legislative tracking, e-mails, and conference calls/meetings

Throughout the years, by contracting for state and federal legislative advocacy services, Brea has been able to secure state and federal funding for critical community projects and programs which has far exceeded the cost of utilizing a legislative advocate.

To help secure these important services, the Management Services Department developed the scope of services requirements and the Purchasing Division solicited competitive proposals from well-qualified consultants. Even though notifications were posted on the City's website and on the City's eProcurement system, which sent nationwide notices to interested firms, of the 47 firms who downloaded the RFP, only two submitted responses by the May 23, 2019 deadline. The primary reason cited for not submitting a proposal was that the prospective consultants provided advocacy services only at the federal level and not on the state level. Staff began the

evaluations immediately after the proposal deadline. A panel of three raters evaluated the proposals based on demonstrated competence, professional qualifications, and a fair and reasonable price for the City. Staff on the panel independently ranked the proposals and determined that Townsend Public Affairs was the best-qualified consultant to provide both state and federal legislative advocacy services and that their price was fair and reasonable. The Ferguson Group, the other firm to submit a proposal, only demonstrated providing federal advocacy services.

Rank	Consultant Name	Price
1	Townsend Public Affairs	\$60,000
2	The Ferguson Group	\$60,000

The Agreement has a one-year base period at a cost of \$60,000 and options for up to four one-year extensions that will permit the continuance of these services based on mutual agreement of the parties. Ferguson's price for the entire five-year period totaled \$300,000 for federal advocacy services only and Townsend's price was \$312,000 for state and federal services. Townsend's pricing has a small increase of \$6,000 per year in years four and five. The first year's pricing is identical to the current contract the City has with Townsend dating back to 2014, which will expire June 30, 2019.

Since the prices for the services are fixed for each year of the contract, staff requests that City Council authorize the City Manager to exercise the renewal terms as long as the consultant's performance continues to meet Brea's requirements. Moreover, either party may terminate the agreement with a short-term notice, if desired. This will allow the City to continue to monitor the performance of the firm and adjust services as necessary.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their June 11, 2019 meeting and recommended to proceed with awarding the contract to Townsend Public Affairs.

FISCAL IMPACT/SUMMARY

The City recently solicited competitive proposals from well-qualified consultants for state and federal legislative advocacy services. Based on a review of proposals, staff is recommending that Townsend Public Affairs be awarded the contract. For the past 12 years, Townsend Public Affairs has been successfully performing as the City's state and federal legislative advocate and has assisted Brea in identifying and securing state and federal funding for a variety of public improvements and programs, ranging from transportation and infrastructure improvements to affordable housing and parks. Since 2007, Townsend Public Affairs has worked with City staff to secure over \$16 million in funding. The most recent examples include funding for the North Orange County Public Safety Task Force and the SR 57/Lambert Road Interchange Improvement project. Staff recommends approving the Agreement with Townsend Public Affairs to provide Legislative Advocacy Services.

The total annual cost for advocacy services will not change and is currently a budgeted item. The Fiscal Year 2019-20 Budget has sufficient funding available in the General Fund (110), Urban Runoff (410), Water Utility (420), and Sewer Utility (430). Therefore, no additional funding is required.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Liz Pharis, Senior Management Analyst

Attachments

Contract for Legislative Advocacy Service

Proposal from TPA

**PROFESSIONAL SERVICES
AGREEMENT**

THIS AGREEMENT ("Agreement") is effective on the date on which this Agreement is executed by the City of Brea, ("Effective Date"), and is between Townsend Public Affairs, Inc., ("CONTRACTOR") and the CITY OF BREA, a California municipal corporation ("CITY"). CONTRACTOR and CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party". The Parties agree as follows:

I. Agreement

- A. This Agreement, together with the following exhibits are incorporated herein by reference, and supersedes all prior agreements and understandings:

Exhibit A – Scope of Services/Specifications

Exhibit B – Compensation

Exhibit C – General Provisions

Exhibit D – Indemnity and Insurance Requirements

- B. This Agreement may be modified by written amendment executed by all parties.

II. Scope of Services Summary

CONTRACTOR shall, during the Term of the Agreement, provide **Legislative Advocacy Services** as further set forth in Exhibit A, all to CITY's reasonable satisfaction (collectively, the "Services").

III. Term of the Agreement

- A. CONTRACTOR shall commence performance of Services on the date **indicated in the notice to proceed issued by the City Project Manager**.
- B. AGREEMENT shall remain in full force and effect **for one (1) year** unless sooner terminated as set forth in the Termination subsection of Exhibit C ("Initial Term").
- C. AGREEMENT may **be extended for four (4) additional years (each a "Renewal Term"), commencing upon the expiration of the preceding Term. CITY and CONTRACTOR may agree to extend this Agreement in writing, executed before the end of the Initial Term or Renewal Term, as applicable.**

IV. Compensation Summary

- A. CITY shall pay CONTRACTOR for satisfactorily and completely rendered Services according to prices and in the manner set forth in Exhibit B. Parties agree that full and complete payment for all Services shall not exceed **\$60,000 for the Initial Term ("Contract Amount"). The Contract Amount for any exercised Renewal Term may be adjusted as set forth in Exhibit B.** The CITY shall have no obligation to pay any amount in excess of the foregoing amounts, unless agreed to in writing by the CITY.
- B. CONTRACTOR shall not render any services in excess of the Services described in Exhibit A ("Additional Services") without CITY's prior written approval. Any work performed without CITY's prior written approval shall be deemed to have been performed as part of the Services and included within the not-to-exceed Contract Amount.

V. Insurance Requirements Summary

- A. All insurance shall comply with the specific requirements set forth in Exhibit D.
- B. Exhibit D shall govern in the event of any conflict with the following coverages.
 - 1. **Commercial General Liability (CGL)**
Limits shall be no less than \$2,000,000 per occurrence.
 - 2. **Automobile Liability Insurance (ALI) (any auto)**
Limits shall be no less than \$2,000,000 per occurrence.
 - 3. **Workers' Compensation**
State of California statutory limits
Employer's Liability Insurance
Limits shall be no less than \$1,000,000 per accident for bodily injury or disease.
 - 4. **Professional Liability Insurance (PL)**
Limits shall be no less than \$1,000,000 per claim.

VI. Notices and Designated Representatives

All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) one business day after deposit with an overnight courier service; or (iii) two business days after having been sent by registered or certified mail, whether or not a signed receipt is received, provided a proof of delivery is obtained. All communications shall be sent to:

CITY – Project Manager:
Liz Pharis
Senior Management Analyst
1 Civic Center Circle
Brea, CA 92821
(714) 990-7706 phone
LizP@CityofBrea.net

CITY – City Clerk (if over \$25,000):
Lillian Harris-Neal, MMC
City Clerk
1 Civic Center Circle
Brea, CA 92821
(714) 990-7757 phone
LillianHN@CityofBrea.net

CONTRACTOR:

Representative's Name	Christopher Townsend
Title	President
Address, Suite#	1401 Dove Street, Suite 330
City, State, Zip	Newport Beach, CA 92660
Phone	(949) 399-9050
Email	ChristopherTownsend@TownsendPA.Com

(SIGNATURES ON FOLLOWING PAGE)

Offer and Acceptance

I. OFFER made by Contractor to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in Exhibit B-Compensation. Further, I understand that no contract exists unless City accepts this Offer by signing below.

Business Name: Townsend Public Affairs, Inc.

Federal ID# 91-1929265

only for Public Works projects Contractor Lic.#: N/A DIR Reg#: N/A

Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☐ Limited Liability Company
(Contractor select one) ☒ Corporation (requires two signatures) ☐ Other

Address: 1401 Dove Street, Suite 330

City, State, Zip: Newport Beach, CA 92660

Printed Name & Title: Christopher Townsend, President

Phone & Email: (949) 399-9050, Christopher.Townsend@TownsendPA.com

Signature(s):
(principal)

Signature(s):
(2nd Signature required if corp)

Date:

Date:

II. ACCEPTANCE of Offer by the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to accept Offer on behalf of and to bind City of Brea and I accept the Offer accordingly. Contractor is now bound to furnish all requirements set forth in Contractor's Offer. Contractor is cautioned not to begin work until a written notice to proceed or purchase order is received from City.

City of Brea, a California Municipal Corporation

Mailing Address: 1 Civic Center Circle

City, State, Zip: Brea California 92821

Printed Name & Title: Christine Marick, Mayor

Authorized Signature: _____

Date _____

III. Attestation (if total contract value exceeds \$25,000 or \$200,000 for Public Works projects)

Printed Name & Title: Lillian Harris-Neal, City Clerk

Authorized Signature: _____

Date _____

EXHIBIT A
SCOPE OF WORK

I. Time of Performance

- A. **Commencement and Completion of Work.** The Services to be performed pursuant to this Agreement shall commence upon ***receipt of written notice to proceed from the City***. Failure to commence work in a timely manner and/or diligently pursue work to completion may be deemed to be a breach, resulting in termination of this Agreement.
- B. **Schedule.** After commencement of performance pursuant to paragraph A, above, the Services must be completed ***within agree-upon time by the Parties***.
- C. **Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations enacted after the Effective Date, riots, acts of war, or any other conditions beyond the reasonable control of a party.

II. Additional Services

- A. Additional Services are those services related to the scope of services of CONTRACTOR set forth in this Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when an Addendum to this Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's purchasing procedures.
- B. CITY reserves the right to perform any work that would otherwise constitute Additional Services with its own staff or to retain other contractors to perform the Additional Services.

III. City Provisions

City has attached the RFP 2019050102 Advocacy Services (Exhibit 2019 Legislative Platform Final) to the eProcurement.

IV. Scope of Services

- A. Required Services will include, but are not limited to, the following:
 - 1. Monitoring – Consultant shall serve as a reliable and consistent conduit of information to and from the California State Assembly and Senate and/or congressional delegation, other members of Congress, congressional committees, congressional staff, and federal agencies; monitor and provide regular reports, both orally and in writing, on current legislation, the State and Federal budget process or an assembly and/or congressional events that may directly or indirectly impact the City. Consultant should work closely with the City to assist in the development of the City's legislative platform and specific legislative priorities. Frequent contact should be made with elected officials and their staff concerning the development of future legislation and regulations impacting the City. Said contact shall keep policy makers aware of the potential effect of the specific legislation and regulations to the City's interests.
 - 2. Bill Tracking Service - Consultant should obtain and monitor all bills, resolutions, files, journals, histories, etc. As such, copies of all bills and

amendments that are determined to have an impact on the legislative and regulatory interests of the agency should be forwarded to the City.

3. Legislative Advocacy - The City's position on key State and Federal action shall be transmitted to elected officials and their staff, as well as Committee and federal agencies (as appropriate) and other interest groups. This should be accomplished through personal discussions with elected officials and their staff, committee consultants and agency representatives, testifying at appropriate policy and fiscal committees and agency hearings, orchestrating statements of legislators, prepare and send letters notifying appropriate officials and agencies of the City's position and drafting announcements. Design and implement a strategy, in consultation with City staff that raises the consciousness and awareness of issues relating to municipalities. Arrange meetings with City staff and legislators in Sacramento, CA and Washington D.C. and their staff.
4. Coordination and Reporting of Legislative/Regulatory Efforts - Consultant will work with the City in the coordination of a legislative/regulatory program, which includes the development of legislative/regulatory positions and platforms as well as drafting proposed legislation when appropriate. The firm should strive to coordinate the City's perspective with other associates as appropriate. Design and implement a strategy, in consultation with City staff that raises the consciousness and awareness of issues relating to the City with elected officials and broadens and improves direct communication of City staff with state and/or federal legislators. Consultant will be provide regular written reports of all legislative activities and be available to participate in City Council meetings as needed.
5. Special Projects Facilitation – Consultant should be a special project facilitator for the City before state and federal agencies on funding matters and to develop project guidelines, policy and resolution statements. Assist the City with strategic communication or crisis response, if needed, relative to the County's legislative affairs activities.
6. Establish an Active Presence - Contractor should actively establish a strong identity and presence in Sacramento, CA and/or Washington, DC on behalf of the City. This effort should be reinforced by day-to-day involvement in the political, regulatory and legislative actions on behalf of this organization. Additionally, on-site visits to the City shall be made upon reasonable notice and request to Consultant along with a presentation to the City and to confer with City staff regarding legislative issues as requested.
7. Grant Identification, Writing, and Assessment – The Consultant will identify potential state and/or federal grants that would be in line with the City's mission and values. The Consultant will assist in the writing of grant proposals and the acquiring of letters of support for grant proposals from elected officials.

End of Exhibit A

**EXHIBIT B
COMPENSATION**

I. Total Compensation

- A. CONTRACTOR agrees to accept the specified compensation as set forth in this Agreement as full payment for satisfactorily performing all work, including furnishing all labor and materials required to fully and satisfactorily complete the Services to CITY's reasonable satisfaction. To the maximum extent permitted by law, CONTRACTOR assumes all risks related to its performance of the Services including risks of unforeseen difficulties or conditions which may arise or be encountered in the performance of the Services. CONTRACTOR shall only be compensated as set forth herein for work satisfactorily performed in accordance with the Scope of Work.
- B. **Contract Amount.** Full and complete payment for all Services shall not exceed **\$60,000 for the Initial Term. The Contract Amount for any exercised Renewal Term may be adjusted as set forth hereunder.**
- C. ***City reserves the right to adjust the Scope of Services and a corresponding change will be made not-to-exceed the Contract Amount.***
- D. **CITY shall have no obligation to pay any sum in excess of the Fixed Prices and/or Total Contract Amount unless authorized by in writing by the CITY.**

II. Prices and Expenses

- A. **Pricing.** CONTRACTOR shall be paid for the performance of Services on a fixed not-to-exceed prices indicated in Attachment 1 to Exhibit B of the Agreement.
 - 1. **All-inclusive Costs.** Costs include everything necessary to furnish all Scope of Services requirements including but not limited to management; labor; prep work; paper; travel; incidentals; applicable taxes and fees; licenses; permits; notices; bonding; insurance; and all other related costs. Additional costs will be disallowed.
 - 2. **Renewal Pricing.** Pricing is fixed for each one-year contract period. Any request for relief due to extraordinary increases in costs must be accompanied by supporting documentation. Any subsequent decreases must be reflected automatically in the applicable invoices.

III. Manner of Payment and Accounting Requirements

- A. **Taxes**
 - 1. CONTRACTOR shall pay, when due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request.
 - 2. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section.

B. Payment Terms

1. CONTRACTOR shall submit invoices in arrears, after Services have been received. CITY will make payment in net 30 days after receipt of an undisputed invoice in a format acceptable to CITY. Invoices are subject to routine processing requirements. The responsibility for providing an acceptable invoice to CITY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.
2. Billing shall cover Services not previously invoiced. CONTRACTOR shall reimburse CITY for any monies paid to the Contractor for services not provided, or when services do not meet the contract requirements.
3. Payments made by the CITY shall not preclude the right of the CITY from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

C. Invoices

1. CONTRACTOR will provide an invoice on the CONTRACTOR'S letterhead. Each invoice will have a unique number and must include:
 - a) Contractor's name and address
 - b) Contractor's remittance address, if different from above
 - c) Contractor's Taxpayer ID Number
 - d) Name of City Agency/Department
 - e) Delivery/service address
 - f) Contract number
 - g) Purchase Order (PO) number
 - h) Date of invoice
 - i) Description of Services/Goods
 - j) Sales tax, if applicable
 - k) Freight/delivery charges, if applicable
 - l) Total
2. Invoices and support documentation are to be forwarded to:
 - a) City of Brea
 - b) Accounts Payable
 - c) 1 Civic Center Circle
 - d) Brea CA 92821
 - e) City does not accept electronic invoices.
3. Accounting Records of CONTRACTOR
 - a) During performance of this Agreement and for a period of three (3) years after termination or expiration of this Agreement, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's reimbursable expenses, if any, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

D. PRICING

ALL INCLUSIVE COSTS

Costs include everything necessary to furnish all Scope of Services requirements including but not limited to management; labor; prep work; paper; travel; incidentals; applicable taxes and fees; licenses; permits; notices; bonding; insurance; and all other related costs.

City of Brea
Legislative Advocacy Services

Contract # 2019050102

Attachment 1 to Exhibit B

Proposed Fixed Prices for Year 1 through 5

Year	Description	Mo	Price/Mo	Total
1	Legislative Advocacy Services	12	\$ 5,000	\$ 60,000
2	Legislative Advocacy Services*	12	\$ 5,000	\$ 60,000
3	Legislative Advocacy Services*	12	\$ 5,000	\$ 60,000
4	Legislative Advocacy Services*	12	\$ 5,500	\$ 66,000
5	Legislative Advocacy Services*	12	\$ 5,500	\$ 66,000
A	Total Five-Year Not-to-Exceed Price			\$ 312,000

* Option years are years 2 through 4

End of Attachment 1

EXHIBIT C
GENERAL PROVISIONS

I. Standard Requirements

- A. **Assignment and Subcontracting.** To assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
- B. **Compliance with Law.** CONTRACTOR shall forthwith undertake and complete the Services in accordance with Exhibit "A" attached to this Agreement and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines all to the reasonable satisfaction of CITY.
- C. **Confidentiality.** Any and all information and data provided to CONTRACTOR pursuant to this Agreement shall be forever maintained as confidential by CONTRACTOR, to the maximum extent permitted by law.
- D. **Standard of Care.** CONTRACTOR shall provide exceptional Standard of Care while fulfilling the terms of this Agreement, is performing as a representative of CITY. 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 the CITY or CONTRACTOR, for the investigation and response to complaints.
- E. **Hires.** 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.
- F. **Independent Contractor.** CONTRACTOR is retained by CITY only to the extent set forth in this Agreement, and the CONTRACTOR's relationship to the CITY is that of an independent contractor. CONTRACTOR shall be free to dispose of all portions of CONTRACTOR's time and activities which CONTRACTOR is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONTRACTOR sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and

hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

- G. **Information and Assistance.** CITY will provide information and assistance as set forth in Exhibit "A" hereto; photographically reproducible copies of maps and other information, if available, which CONTRACTOR considers necessary in order to complete the Project. Such information as is generally available from CITY files applicable to the Project. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR's responsibility to make all initial contact with respect to the gathering of such information.
- H. **Governing Law .**This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.
- I. **Entire Agreement.** 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 and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.
- J. **Precedence of Documents.** In the event of any inconsistency or conflict between the Agreement and any of the Exhibits or any other attachments, the Agreement, then this Exhibit C, then the remaining Exhibits and attachments shall govern.
- K. **Termination.** This Agreement may be terminated by CITY for any or no reason upon the giving of a written notice of termination to CONTRACTOR at least fifteen (15) days prior to the date of termination specified in said notice. In the event this Agreement is so terminated, and provided CONTRACTOR is not then in breach, CONTRACTOR shall be paid on a pro-rata basis with respect to the percentage of the Services satisfactorily completed or goods satisfactorily provided as of the date of termination. In no event, however, shall CONTRACTOR receive more than the Contract Amount. CONTRACTOR shall provide to CITY any and all Work Product including all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.

II. Ownership of Work Product

- A. Unless otherwise agreed upon in writing, all reports, documents, or other original written material, including any original images, photographs, video files, digital files, and/or or other media created or developed for the CITY by CONTRACTOR in the performance of this Agreement (collectively, "Work Product") shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. All Work Product shall be considered to be "works made for hire", and all Work Product and any and all intellectual property rights arising from creation thereof, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CONTRACTOR shall not obtain or attempt to obtain copyright protection as to any of the Work Product.
- B. CONTRACTOR hereby assigns to CITY all ownership and any and all intellectual property rights to the Work Product that are not otherwise vested in the CITY pursuant to the foregoing paragraph.

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

End of Exhibit C

**EXHIBIT D
INDEMNITY AND INSURANCE REQUIREMENTS**

I. Indemnity Requirements

- A. **Indemnity for Professional Services.** To the fullest extent permitted by law, the CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify City, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), whether actual, alleged or threatened, arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of CONTRACTOR, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual for that CONTRACTOR shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.
- B. **Other Indemnities.** Other than in the performance of professional services, and to the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.
- C. These Indemnification provisions are independent of and shall not in any way be limited by Insurance Requirements of this Agreement.

II. Insurance Requirements

A. General

1. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
2. Without limiting the Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the Term of this Agreement, the following policies of insurance.
3. For all insurance required by this Agreement, if a general aggregate limit applies, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be twice the required occurrence limit.
4. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

B. Coverages

1. Commercial General Liability (CGL)

- a) CGL affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury.
- b) Limits shall be no less than \$2,000,000 per occurrence

2. Products-Completed Operations (PCO)

Contractor shall procure and submit to City evidence of insurance for a period of at least ten (10) years from the time that all work under this Contract is completed.

3. Automobile Liability Insurance (ALI)

- a) ALI with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) for each accident for bodily injury and property damage with limit no less than \$1,000,000 per occurrence.
- b) If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - (1) A personal automobile liability policy for the contractor's own vehicle, if Contractor is a one-person operation; and
 - (2) A non-owned & hired auto liability endorsement to the commercial general liability policy if the contractor may lease, hire, rent, borrow, or use vehicles of others (e.g., employee-owned vehicles).

4. Workers' Compensation (WC)

- a) Workers' Compensation as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- b) Self-Employment Affidavit or Declaration, signed under the penalty of perjury, if Contractor does not have any employees who will be performing work on behalf of City, Contractor must provide the following:
 - (1) A signed Self-Employment Affidavit Letter or a signed Declaration that Contractor is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract; and
 - (2) A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

5. Professional Liability Insurance (PL)

- a) Covered Professional Services shall specifically include all work to be performed under this contract and delete any exclusion that may potentially affect the work to be performed.
- b) Limits shall be no less than \$1,000,000 per claim; \$1,000,000 aggregate

C. Endorsements

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

1. Commercial General Liability & Contractors Pollution Liability

a) Additional Insured

- (1) City, its elected officials, officers, employees, volunteers, boards, and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- (2) Additional Insured Endorsements shall not:
 - (a) Be limited to "Ongoing Operations"
 - (b) Exclude "Contractual Liability"
 - (c) Restrict coverage to the "Sole" liability of Contractor
 - (d) Exclude "Third-Party-Over Actions"

(e) Contain any other exclusion contrary to the Contract

(3) Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 2010 and CG 20 37.

b) Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

2. Auto Liability

a) Additional Insured

City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

b) Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

3. Workers' Compensation

A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

D. Insurance Obligations of Contractor

The Insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

E. Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon City except ten (10) days shall be allowed for non-payment of premium.

F. Waiver of Subrogation

Required insurance coverages (except professional liability) shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall

waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether City has received a waiver of subrogation endorsement from the insurer.

G. Evidence of Insurance

All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by City. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

H. Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

I. Contractual Liability

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

J. Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Contract.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

K. Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by City.

L. Claims Made Policies

If coverage, including coverage for Construction Defect claims, is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Agreement with City and an extended reporting period shall be provided for a period of at least ☐ 2 years ☐ 3 years ☒ 5 years ☐ 10 years from termination or expiration of this Contract.

M. Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

End of Exhibit D

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City of **BREA**

Proposal for
Legislative Advocacy Services

May 23, 2019

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A. COVER LETTER

May 23, 2019

Bill Gallardo, City Manager
City of Brea
1 Civic Center Circle
Brea, CA 92821

Dear Mr. Gallardo:

Thank you for the opportunity for Townsend Public Affairs, Inc. ("TPA") to submit our proposal for Legislative Advocacy Services to the City of Brea ("City").

TPA has been proud and honored to serve as the state and federal lobbyist for the City over the past 12 years. During our tenure, TPA has demonstrated its focused and unwavering commitment to the legislative platform and funding priorities of the City, securing **over \$16 million** in funding for the City, while serving as an extension of the City staff.

Since its inception in 1998, TPA has earned the reputation as ***Champions for Better Communities*** by providing the experience, resources, and relationships expected from a premier legislative advocacy and grant writing firm while also giving clients the unique brand of customer service they deserve: personal attention, maximum accessibility, and passion for their mission.

Our strategic approach to advocacy and funding is tailored to meet the individual needs of each client by leveraging the breadth and depth of our team as well as our vast network of relationships with key stakeholders and decision makers.

Utilizing this method on behalf of our clients, TPA has shepherded over 80 legislative and regulatory proposals into law, and secured over \$1.6 billion in grants from state, federal, and local government agencies as well as nonprofit foundations and private companies.

Thank you again for your interest in our firm and your consideration of this proposal. TPA is available and fully committed to providing legislative advocacy services to the City and will be for the duration of the contract. Please contact us if you have any questions or need additional information. We would be honored to continue to serve the City of Brea.

Yours truly,



Christopher Townsend
President

B. QUALIFICATIONS

TPA has served as the state and federal advocate for the City of Brea since 2007 (12 years), which means we are uniquely qualified to understand the needs of the City, craft a legislative strategy, and develop and implement an advocacy strategy to achieve success. Throughout the course of our engagement, we have achieved significant advocacy successes for the City. In total we have secured **over \$16 million** in funding for City projects and priorities, including **over \$9.5 million** in the past five years. The following is a summary of our successes for the City, *limited only to the past five years*:

TPA SPONSORED LEGISLATIVE ACHIEVEMENTS FOR THE CITY OF BREA		
Year	Description	Status
2019	AB 1437 (Chen), TPA is currently working with the City of Brea and Assemblymember Chen to sponsor AB 1437. The bill will reallocate the portion of any paramedic tax that is still being captured by the Brea Redevelopment Successor Agency to the taxing entity to be used for purposes established by the voter-approved local paramedic tax measure.	Bill will be heard on the Assembly floor
2017	AB 97 (Ting), TPA worked with group of North Orange County cities, including Brea, to create the North Orange County Public Safety Task Force. The Task Force secured \$20 million through the FY 2017-18 State budget request to provide funding for a four-year pilot program to address youth violence prevention and intervention in K-12 schools; promote and enhance the successful reentry of offenders into the community; and address homeless outreach and intervention efforts.	Signed by the Governor on June 27, 2017
2015	SB 354 (Huff), TPA sponsored SB 354 (Huff) on behalf of the City of Brea and the City of Fullerton. The bill authorized the authority formed under SB 1251 to provide its employees the defined benefit plan or formula that those employees received from their respective employers prior to the exercise of a common power by the joint power authority.	Signed by the Governor on August 10, 2015
2014	SB 1251 (Huff), TPA sponsored SB 1251 (Huff) on behalf of the City of Brea and the City of Fullerton. SB 1251 was introduced to make a technical change to amend state law and allow the two cities to enter into a JPA and fully merge the two departments, while ensuring that existing employees from both cities would be able to keep their retirement benefits at the rate they were hired.	Signed by the Governor on September 28, 2014

TPA FUNDING ACHIEVEMENTS FOR THE CITY OF BREA		
Year	Funding Source	Amount Awarded
2017	Board of State and Community Corrections, North Orange County Public Safety Task Force	\$1,330,000
2015	Environmental Protection Agency, Brownfield Clean Up Grant	\$600,000
	Department of Transportation, Active Transportation Program Grant, The Tracks at Brea	\$652,000
2014	Natural Resources Agency and Strategic Growth Council, Proposition 84 Urban Greening Grant	\$950,000
	Congestion Mitigation Air Quality Grant, Bicycle Corridor Improvement Program	\$999,272
	Department of Transportation, Active Transportation Program Grant, The Tracks at Brea	\$2,557,000
	Department of Transportation, Active Transportation Program Grant, The Tracks at Brea	\$2,484,000
TOTAL FUNDING ACHIEVEMENTS		\$9,572,272

C. PROPOSAL

TPA will utilize the following strategic and comprehensive approach to achieve client satisfaction and provide the services outlined in the Scope of Services, starting on page 4 of the RFP:

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the current political climate and funding environment.
- **Develop State and Federal Legislative Strategy:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop an official legislative platform and strategy that represents the City's priorities in Sacramento and Washington, DC. This blueprint will be shared with key stakeholders in the State Legislature and Governor's Administration as well as Congress and the Trump Administration.
- **Implement the Legislative Strategy:** TPA will advocate for the City's legislative agenda utilizing the following methods:
 - **Monitoring:** TPA will serve as a reliable and consistent conduit of information to and from, but not limited to the California State Assembly and Senate, the City's congressional delegation, other members of Congress and their staff, key congressional committees, and various federal agencies. TPA will monitor and provide regular reports, both orally and in writing, on current legislation, the State and Federal budget process or an assembly and/or congressional events that may directly or indirectly impact the City. TPA will work closely with the City to assist in the development of the City's legislative platform and specific legislative priorities. TPA will maintain frequent contact with elected officials and their staff concerning the development of all future legislation and regulations impacting the City. TPA will communicate the potential effects of specific legislation and regulations on the City to elected officials and their staff. *(Scope of Work 1, RFP Page 4)*
 - **Track Legislation:** TPA will identify, analyze, monitor, and obtain all bills, resolutions, files, journals, histories, etc. relevant to the City's legislative platform and assess their potential impact on the City. All bills and amendments that are determined to have an impact on the legislative and regulatory interests of the agency will be forwarded to the City. *(Scope of Work 2, RFP Page 4)*
 - **Legislative Advocacy:** TPA will work to ensure that the City's position on key State and Federal action is transmitted to elected officials and their staff. The City's position will also be shared with key state and federal committees and agencies, as well as other key stakeholders and interest groups.

TPA will prepare and submit written and verbal testimony to appropriate policy and fiscal committees and agency hearings regarding legislation relevant to the City. TPA will also draft and deliver position letters to legislators and key officials on specific bill language, notifying them of the City's position. TPA will also work with City to design and implement a strategy that raises the consciousness and awareness of issues relating to municipalities. *(Scope of Work 3, RFP Page 4)*
 - **Coordinate Advocacy Trips:** TPA will work with the City to coordinate advocacy trips to Sacramento and Washington, DC to meet with the City's legislative delegation, as well as legislators that serve on committees relevant to the City's agenda. Furthermore, whenever possible, TPA will also schedule site visits by legislators to the City.
 - **Coordination and Reporting of Legislative/Regulatory Efforts:** TPA will work with the City to coordinate a legislative and regulatory program, to develop legislative and regulatory positions and platforms. In addition, TPA will draft language and amendments for relevant legislation, as required to

protect and promote the City's agenda. When appropriate, TPA will work to coordinate the City's perspective with other municipalities. Additionally, TPA will work with the City to design and implement a strategy that raises the consciousness and awareness of issues relating to the City with elected officials and broadens and improves direct communication of City staff with state and/or federal legislators. TPA will provide regular written reports of all legislative activities and be available to participate in City Council meetings as needed. [\(Scope of Work 4, RFP Page 5\)](#)

- **Special Projects Facilitation:** TPA will represent the City as a special projects facilitator before state and federal agencies on various funding matters to help develop project guidelines, as well as policy and resolution statements. If needed, TPA will assist the City with strategic communication or crisis response relative to the County's legislative affairs activities. [\(Scope of Work 5, RFP Page 5\)](#)
- **Establish an Active Presence:** TPA will actively work, on behalf of the City, to establish a strong identity and presence in Sacramento, CA and Washington, DC. TPA will always be available for on-site visits, meetings, and presentations to the City. TPA will regularly communicate with City staff regarding legislative issues. [\(Scope of Work 6, RFP Page 5\)](#)
- **Build, Strengthen, and Leverage Relevant Relationships:** TPA has cultivated a network of valuable relationships that will be leveraged to promote the City's legislative agenda. TPA will engage various techniques to leverage our network of key relationships on behalf of the City:
 - Schedule meetings for the City to discuss relevant legislation
 - Prepare all briefing materials and talking points for the City
 - Brief legislative offices and stakeholders on the City's legislative agenda
 - Follow-up on meetings to ensure commitments and deliverables are being met
- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the City's priorities. ***The plan will do more than simply identify City projects;*** it will outline and prioritize multiple funding options for each project, and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Grant Identification, Writing, and Assessment:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects, mission, and values. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise. TPA will assist the City in developing, drafting, submitting, and following up on each City grant application. TPA will also leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding. TPA will also provide strategic assistance, such as letters of support from key stakeholders and other materials, to make the application as compelling and competitive as possible. TPA will ensure that applications are submitted prior to the deadline. TPA will also obtain a receipt for proof of submission. [\(Scope of Work 7, RFP Page 5\)](#)
- **Provide Progress Reports:** TPA will confer regularly with the City on our activities. TPA will provide timely electronic reports on the status of all legislative activity, such as bill language, amendments, and committee analyses. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.
- **Prepare and File Lobbying Disclosure Reports:** TPA will prepare and file, on behalf of the City, all applicable state and federal lobbying disclosure reports.

D. PRICING

ALL INCLUSIVE COSTS

Costs include everything necessary to furnish all Scope of Services requirements including but not limited to management; labor; prep work; paper; travel; incidentals; applicable taxes and fees; licenses; permits; notices; bonding; insurance; and all other related costs.

City of Brea
Legislative Advocacy Services

Contract # 2019050102

Attachment 1 to Exhibit B

Proposed Fixed Prices for Year 1 through 5

Year	Description	Mo	Price/Mo	Total
1	Legislative Advocacy Services	12	\$ 5,000	\$ 60,000
2	Legislative Advocacy Services*	12	\$ 5,000	\$ 60,000
3	Legislative Advocacy Services*	12	\$ 5,000	\$ 60,000
4	Legislative Advocacy Services*	12	\$ 5,500	\$ 66,000
5	Legislative Advocacy Services*	12	\$ 5,500	\$ 66,000
A	Total Five-Year Not-to-Exceed Price			\$ 312,000

* Option years are years 2 through 4

End of Attachment 1



E. OFFEROR QUALIFICATIONS RESPONSE FORM

Offeror Qualifications Response Form

Townsend Public Affairs

(Offeror's Company Name)

Instructions. Prospective Offerors must provide the information requested below and include it in their Offer. Provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
Townsend Public Affairs, Inc.
1401 Dove Street, Suite 330, Newport Beach, CA 92660
Phone: (949) 399-9050 Fax: (949) 476-8215
ChristopherTownsend@TownsendPA.Com
www.TownsendPA.com
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
Prior Company Names: N/A
Years in Business: 21 years
Mergers, Buyouts, Etc.: N/A
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
C Corporation
- D. Names and titles of the principal owner(s).
Christopher Townsend, President
- E. Person(s) authorized to make commitments for your company.
Christopher Townsend, President
- F. Company history, experience, years in business for current company name.
Founded in 1998, TPA has represented over 300 clients, shepherded **over 80** legislative and regulatory proposals into law, and secured **over \$1.6 billion** in grants from state, federal, and local government agencies as well as nonprofit foundations and private companies.
- G. Annual company revenues for the last three fiscal years.
2016: \$3,795,946.00
2017: \$4,037,843.00
2018: \$4,554,576.00
- H. Tax ID number.
91-1929265

- I. The complete scope of services offered by your company.
State, Federal, Regional, and Local Advocacy and Grant Writing
- J. The number of clients (including governmental) served in past and present.
Current Clients: 103
Total Past and Present Clients: 315
- K. Special qualifications, training, credentials, recognition, or awards.
12 Registered State and Federal Lobbyists and Grant Writers
- L. Contracts terminated for cause, pending litigation or legal issues.
None.
- M. Any current or historical engagement or relationship with any public or private party that could potentially create a conflict of interest with the City.
None.

II. Resources: Staffing, Facilities

Provide the following information relative to required services:

- A. Names, titles, and resumes of key management personnel.
Christopher Townsend, President: 37 years of legislative, public policy, and funding experience on behalf of public agencies throughout California (21 years of experience as the Founder and President of TPA).
Cori Williams, Southern California Senior Director (primary contact): Over a decade of legislative, public policy, and funding experience on behalf of public agencies throughout California.
Key management personnel resumes have been included in Attachment A on page 67 of this proposal.
- B. Qualifications of specific individuals who will work on the project.
Casey Elliott, State Capitol Director: 18 years of legislative, public policy, and funding experience on behalf of public agencies throughout California.
Laura Kroeger, Associate: Eight years of legislative, public policy, and funding experience on behalf of public agencies throughout California.
Sean McReynolds, Associate: Experience working with public agencies throughout California.
Key personnel resumes have been included in Attachment A on page 67 of this proposal.
- C. Current number of employees: full-time and part-time employees.
15 Full-Time Employees
- D. Annual turnover rate of staff.
The TPA Executive Team has been with the company between 8 and 13 years, reflecting longevity and a commitment to TPA. Typically, at TPA one entry level staff position is turned over annually.

- E. Names of any subcontractor's you propose to use for our contract.
Provide only names here.

None.
- F. Facilities that would be utilized to perform the required work.

TPA State Capitol Office, Sacramento
TPA Federal Office, Washington, DC
TPA Southern California Office, Newport Beach
- G. Resumes for proposed primary contact and supporting staff.

Resumes for the proposed primary contract and supporting staff have been included in Attachment A on page 67 of this proposal.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.

TPA has raised the bar amongst California advocacy firms. With four offices strategically located across the state, as well as an office in Washington DC, TPA is perfectly positioned to achieve results which other firms simply cannot. Additionally, TPA has served as the state and federal advocate for the City of Brea since 2007 (12 years), which means we have been uniquely qualified to understand the needs of the City, craft a legislative agenda, and develop and implement an advocacy strategy to achieve success.
- B. Reasonableness of your fee to do the work.

TPA's reasonable and not to exceed monthly fee includes all legislative advocacy services outlined in the Scope of Work and will remain fixed for the duration of the contract.
- C. Current resources to meet or better all task and timeline requirements herein.

TPA uses a strategic and comprehensive approach to legislative advocacy that will be tailored to meet the specific needs of the City. TPA's team of 12 registered state lobbyists, come from a wide range of background experiences and areas of expertise. The diversity of our team members allows TPA to maximize creativity, innovation, and strategic thinking when implementing the legislative and funding agendas of our clients.

TPA's State Capitol office is located across the street from the State Capitol, and the TPA Federal Office is located near the US Capitol, which allows us to engage with key decision makers in a timely manner. The City may also access both the TPA State Capitol office and TPA Federal office as a venue for advocacy meetings or a temporary work area when City staff visit Sacramento and Washington, DC. Additionally, TPA's Southern California office is located within close proximity to the City, giving TPA the ability to meet in-person with City staff and departments with little notice.

TPA has all the necessary technical capabilities needed to successfully provide the City with the Scope of Services outlined in the RFP. We utilize CapitolTrack to identify, monitor, and track all legislation. In addition, we utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential funding opportunity is identified and shared with the City.

D. How quickly can you begin providing services if awarded the contract?

TPA will begin providing services to the City immediately after contract approval.

IV. Demonstrated and Technical Experience

Please describe your company's:

A. Demonstrated record of success on work previously performed.

TPA LEGISLATIVE ADVOCACY ACHIEVEMENTS

Policy Sector	Issue	Description
Local Governance	Local Control and Finance	<ul style="list-style-type: none"> Public Facilities and Finance Public Employee Programs Contractual Assessment Programs Infrastructure Financing Opportunities
	Public Employee Benefits	<ul style="list-style-type: none"> PEPRA Compliance JPA Benefits Medical Benefits Vesting
Transportation	Local Streets and Roads	<ul style="list-style-type: none"> State Highway Relinquishments Local Venue Signage on State Highways
	State Highway System	<ul style="list-style-type: none"> State Bond Funding for Highway Projects Expansion of Toll Lanes/Toll Roads
Water and Sanitation	Water Quality	<ul style="list-style-type: none"> Drinking Water Public Health Regulations Groundwater Pollution Liability Groundwater Management Plans Direct/Indirect Potable Reuse
	Water Infrastructure	<ul style="list-style-type: none"> State Bond Funding for Water Projects Local Reliability Projects Water Conservation Programs
	Sanitation Infrastructure	<ul style="list-style-type: none"> Integrated Regional Watershed Projects Advanced Water Treatment Facilities
Education	Community College Districts	<ul style="list-style-type: none"> Veterans Resources Alternative Energy Job Training ADA Reform
	K-12 School Districts	<ul style="list-style-type: none"> K-12 Safety Planning Programs Joint Use Projects with Civic Agencies
	School Facilities	<ul style="list-style-type: none"> Charter School Facilities Funding Community College Facilities Funding K-12 School District Facilities Funding
Housing and Community Development	Affordable Housing	<ul style="list-style-type: none"> Developing Funding for Affordable Housing Expanding Affordable Housing Eligibility
	Economic Development	<ul style="list-style-type: none"> Capital Investment Incentive Program Expansion Enterprise Zone Program Regulations Military Base Re-Use Land Planning
	Redevelopment	<ul style="list-style-type: none"> Agency Dissolution Process Developing Post-RDA Funding Sources State Liability Reduction
Recreation and Community Resources	Park Facilities	<ul style="list-style-type: none"> Joint-Use Projects with Schools Districts State Bond Funding for Local Park Projects
	Cultural Facilities	<ul style="list-style-type: none"> CA Cultural and Historical Endowment CA Nature Education Facilities Program
Energy, Environment, and Natural Resources	Health and Safety	<ul style="list-style-type: none"> Air Pollution Reduction Methods Treatment of the Remains of a Deceased Veteran
	Greenhouse Gas Reduction	<ul style="list-style-type: none"> TOD Housing to Support Cap and Trade Objectives Increase Transit Accessibility for Active Transportation
Public Safety	Crime Reduction	<ul style="list-style-type: none"> Sex Trafficking Control Gun Control
	Local Law Enforcement	<ul style="list-style-type: none"> Increasing Local Police Presence/COPS Police Body Cameras Regional Public Safety Task Force Initiatives
	Cannabis	<ul style="list-style-type: none"> Drafting Local and State Cannabis Regulations Local Control

GRANT FUNDING ACHIEVEMENTS

This table provides an overview of our grant funding achievements on behalf of our clients from state, federal, and local government agencies as well as private and nonprofit grant programs.

These amounts represent grants secured through a competitive and/or legislative process and do NOT include any funds awarded to clients via formulas or related forms of funding entitlements.

Policy Sector	State Funding	Federal Funding	All Sources
Transportation	\$535.8 Million	\$101.7 Million	\$637.5 Million
Parks and Recreation	\$89.6 Million	\$6.2 Million	\$95.8 Million
Water and Sanitation	\$113.8 Million	\$6.2 Million	\$120.0 Million
Housing and Economic Development	\$363.0 Million	\$5.0 Million	\$368.0 Million
Cultural Resources	\$93.6 Million	\$7.0 Million	\$100.6 Million
Public Safety	\$45.5 Million	\$45.6 Million	\$91.1 Million
Education	\$243.1 Million	\$22.2 Million	\$265.3 Million
TOTAL	\$1.484 Billion	\$194 Million	\$1.678 Billion

A DETAILED SCHEDULE OF OUR STATE, FEDERAL, AND LOCAL LEGISLATIVE AND GRANT FUNDING ACHIEVEMENTS CAN BE PROVIDED UPON REQUEST

TPA STATE AND FEDERAL ADVOCACY AND FUNDING ACHIEVEMENTS
FOR THE CITY OF BREA

TPA has served as the state and federal advocate for the City of **Brea since 2007 (12 years)**, which means we are uniquely qualified to understand the needs of the City, craft a legislative agenda, and then develop and implement an advocacy strategy to achieve success. Throughout the course of our engagement, we have achieved significant advocacy successes for the City. Furthermore, we have secured **over \$16 million** in funding for City projects and priorities. The following is a summary of our successes for the City:

TPA STATE ADVOCACY ACHIEVEMENTS FOR THE CITY OF BREA	
Project	Description of Efforts
AB 1437 (Chen, 2019)	TPA is currently working with the City of Brea and Assemblymember Chen to sponsor AB 1437. The bill will reallocate the portion of any paramedic tax that is still being captured by the Brea Redevelopment Successor Agency to the taxing entity to be used for purposes established by the voter-approved local paramedic tax measure. The bill has passed out of the Assembly Housing and Community Development Community as well as the Assembly Local Government Committee and the Assembly Appropriations Committee. The bill will next be heard on the Assembly Floor. Passage of the bill will save the City a total of approximately \$1.4 million in annual general fund revenue for the next 17 years.
AB 97 (Ting, 2017)	TPA worked with group of North Orange County cities, including Brea, to create the North Orange County Public Safety Task Force. TPA was responsible for forming the initial idea, bringing the cities together for a regional ask, creating the Task Force and presenting the idea to the Legislature and advocating for the funding in Sacramento. The Task Force secured \$20 million through the FY 2017-18 State budget request to provide funding for a four-year pilot program to address youth violence prevention and intervention in K-12 schools; promote and enhance the successful reentry of offenders into the community; and address homeless outreach and intervention efforts. From that \$20 million, \$1.33 million is allocated directly to the Brea Police Department. The balance of funding is shared amount the other cities as well as local community-based organizations, including several organizations in Brea including the Boys and Girls Club.
Pension Reform and Prevailing Wage	TPA has been working closely with City of Brea staff and leadership over the last several years to identify and advocate for a solution to the CalPERS unfunded pension liability and challenges with prevailing wage. TPA has conducted multiple Sacramento advocacy trips to discuss the issue with Sacramento Legislative Leadership and is continuing to work with the City of identify creative solutions, including sponsoring potential legislation.

Tracks at Brea	TPA has worked in partnership with City Staff to secure over \$6.4 million in competitive grant funding for the Tracks at Brea Project over the last 5 years. There is an additional \$500,000 million in pending funding that TPA is working on securing from the Land and Water Conservation Fund following a discrepancy in the awarded funds. TPA has been working closely with the City of Brea, the City of La Habra and the County of Orange to secure support for the Tracks at Brea Western Expansion. TPA coordinated closely with City staff, the City of La Habra and the County to draft and submit a funding application for the 2018 Active Transportation Program.
SB 354 (Huff, 2015)	TPA sponsored SB 354 (Huff) on behalf of the City of Brea and the City of Fullerton. As the cities were working toward formation of the JPA, both Brea and Fullerton had hired classic public safety employees after December 31, 2012 to replace retiring personnel. CalPERS informed the cities that these employees would be classified as new members under the Public Employees' Pension Reform Act of 2013 once they are moved over to the new JPA. SB 354 revised the period during which the authorization granted to a JPA formed by the Cities of Brea and Fullerton to provide specified retirement benefits, as described above, may be applied. The bill authorized the authority formed under SB 1251 to provide its employees the defined benefit plan or formula that those employees received from their respective employers prior to the exercise of a common power by the joint power authority. SB 354 was signed by the Governor on August 10, 2015.
SB 1251 (Huff, 2014)	TPA sponsored SB 1251 (Huff) on behalf of the City of Brea and the City of Fullerton. The two cities had been working together to facilitate a merger of their Fire Departments into one single entity, which will service both communities. In order to provide consolidated services, maximize cost savings, and maintain local control the cities must enter into a Joint Power Agreement (JPA) to fully merge the two departments. However, in their efforts to form the JPA, the cities became aware that law passed in 2013, the Public Employees' Pension Reform Act (PEPRA), prohibited employees, who would be subject to such a merger, from retaining their existing retirement benefits. In order to remedy this situation that had not been contemplated in PEPRA, SB 1251 was introduced to make a technical change to amend state law and allow the two cities to enter into a JPA and fully merge the two departments, while ensuring that existing employees from both cities would be able to keep their retirement benefits at the rate they were hired. SB 1251 was signed into law by the Governor on September 28, 2014.

TPA FEDERAL ADVOCACY ACHIEVEMENTS FOR THE CITY OF BREA	
Project	Description of Efforts
H.R. 530 (Eshoo)	TPA is currently working with the City of Brea to push for a solution to recent FCC actions to restrict local control in the forthcoming 5G wireless infrastructure expansion. TPA worked with Congresswoman Eshoo's office to introduce H.R. 530, which would fully nullify the FCC actions. TPA also urged Congressman Cisneros's office to cosponsor the bill on behalf of the City, and worked with other members of the California delegation to drum up additional support. The bill currently boasts 48 cosponsors, including 19 from the California delegation. Furthermore, TPA successfully urged Senator Feinstein's office to introduce a companion bill in the Senate, which increases the legislation's likelihood of passage. The House version of the bill has been referred to the House Energy and Commerce Committee, and TPA continues to work with committee staff to schedule a public hearing on the topic and to promote the bill.
Lambert/57 Interchange	TPA worked with the City's congressional representatives through the appropriations process to fight for increased funding for priority transportation programs, including INFRA and the National Highway Freight Program. In addition, TPA leveraged the City's congressional representatives to advocate for the City's individual applications that were submitted for competitive grant funding. Ultimately, the City received \$65 million for the Lambert/57 Interchange project through the National Highway Freight Program, which funds the Trade Corridor Enhancement Program.

TPA FUNDING ACHIEVEMENTS FOR THE CITY OF BREA		
Year	Funding Source	Amount Awarded
2008	Department of Transportation, Safe Routes to School Grant	\$150,300
2009	Department of Transportation, Bicycle Transportation Account Grant	\$1,000,000
	Department of Transportation, Community Based Transportation Planning Grant	\$80,150
2010	Environmental Protection Agency, Brownfield Clean Up Grant	\$141,085
	Orange County Transportation Authority, Transportation Development Act, Brea Rails to Trails	\$500,000
	Natural Resources Agency and Strategic Growth Council, Proposition 84 Urban Greening Project Grant	\$500,000
2011	Department of Parks & Recreation, Land Water and Conservation Fund, The Tracks at Brea	\$214,000
	Environmental Protection Agency, Revolving Loan Fund	\$1,000,000
	Department of Housing & Community Development, Housing-Related Parks Program	\$183,350
	Department of Transportation, Safe Routes to School Grant	\$273,600
	Federal Emergency Management Agency, Assistance to Firefighters Grant	\$137,920

2012	Department of Parks & Recreation, Habitat Conservation Fund, The Tracks at Brea	\$200,000
	Department of Parks & Recreation, Land Water and Conservation Fund, The Tracks at Brea	\$550,851
	Department of Transportation, Safe Routes to School Grant	\$450,000
	Orange County Transportation Authority, Bicycle Corridor Improvement Program	\$836,150
2013	Department of Housing & Community Development, Housing-Related Parks Program	\$483,650
2014	Natural Resources Agency and Strategic Growth Council, Proposition 84 Urban Greening Grant	\$950,000
	Congestion Mitigation Air Quality Grant, Bicycle Corridor Improvement Program	\$999,272
	Department of Transportation, Active Transportation Program Grant, The Tracks at Brea	\$2,557,000
	Department of Transportation, Active Transportation Program Grant, The Tracks at Brea	\$2,484,000
2015	Environmental Protection Agency, Brownfield Clean Up Grant	\$600,000
	Department of Transportation, Active Transportation Program Grant, The Tracks at Brea	\$652,000
2017	Board of State and Community Corrections, North Orange County Public Safety Task Force	\$1,330,000
TOTAL FUNDING ACHIEVEMENTS		\$16,273,328

B. How you will schedule staff to ensure milestones and deadlines are met?

TPA Southern California Senior Director Cori Williams will oversee the proposed team for the project to ensure the proposed work for this project is completed, considering the team's current workload. Cori and the proposed team will also be supported by an additional seven TPA legislative and funding advocates. TPA has the breadth and depth of experience AND the ability to deploy as many advocates as needed to maximize success for the City while minimizing the burden on City staff.

TPA President Christopher Townsend will personally engage in the project to adjust internal workloads in order to ensure quality control of all deliverables.

C. Provide required response time to the urgent service requests.

TPA will communicate realistic timelines for all projects, directions, and inquiries from the City requiring more than a brief timeline to complete. In the event there is an urgent service request, TPA asks that the City respond within a 48 hour period.

D. How you will make up for work-hours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

TPA utilizes a team approach to legislative and funding advocacy which ensures that the City will always have the appropriate resources and support from experienced personnel to advocate for the City's priorities and projects if the designated client manager is unavailable due to unforeseen circumstances.

- E. Provide any other relevant information that you believe would benefit City for the requested services.

TPA believes that funding success for our clients requires much more than simply reacting to existing grant programs when they are announced. TPA believes that maximum funding success for our clients requires aggressive PROACTIVE strategy and effort to CREATE new funding opportunities via legislative-directed spending in the budget as well as new grant programs that are tailored to ensure eligibility and maximum competitiveness for client projects. TPA has been successful with this strategy with the City of Brea through the creation of the North Orange County Public Safety Task Force through the State Budget.

TPA will continue to work with the City to generate and secure additional funding beyond the opportunities identified in traditional grant programs. TPA believes a creative legislative component is critical to maximize funding success for the City.

- F. Describe the standard time frames for response by Consultant staff to direction and/or inquiry from the City.

TPA will strive to respond to each direction and inquiry from the City as soon as possible. TPA aims to respond to all email requests within 48 hours. TPA will communicate realistic timelines for all projects, directions, and inquiries from the City requiring more than a brief timeline to complete.

- G. Provide any other relevant information that you believe would benefit City for the requested services.

TPA will work with the City to establish the best mechanisms to ensure a timely response from TPA to City staff on all inquiries relating to the Scope of Work. TPA will maintain regular communication with the City for the duration of the contract. With our location in Southern California as well as Sacramento and Washington DC, TPA is available for in person meetings at City Hall, phone conversations, email correspondence or any other method of communication that City Staff prefers. This regular communication will allow for timely and informed responses to the City.

- H. Describe systems/mechanisms that would be established for monthly reporting of status of projects and requests.

Currently, TPA provides a monthly legislative matrix that is customized for the City. The legislative matrix highlights key policy priorities for the City and provides an update on the City's position and bill status. In addition, on high priority items, TPA provides timely written or verbal updates to City staff. TPA is prepared to continue to provide the monthly report and legislative matrix as well as any additional reporting that is requested by the City. TPA will work closely with the City to create a customized system of reporting based on the City's preferences.

- I. Describe the preferred method for transmittal of requests and other material from the City.

TPA will adopt the methods for transmittal of requests and other material preferred by the City. The TPA Southern California office is located within close proximity to the City, giving TPA the ability to quickly respond to requests by the City in-person if need be. This proximity also allows TPA to be able to attend meetings with City staff and various departments, as well as City Council meetings with little notice.

- J. Describe in detail the efforts you will undertake to achieve client satisfaction and to satisfy the requirements detailed in the Scope of Work section.

TPA utilizes a team approach to achieve client satisfaction. The diversity of our team members allows TPA to maximize creativity, innovation, and strategic thinking when implementing the legislative and funding agendas of our clients. With 12 registered state and federal lobbyists, TPA has the breadth and depth of experience AND the ability to deploy as many advocates as needed to satisfy the requirements detailed in the scope of work section of this RFP. This team approach is proven to maximize success for the City while minimizing the burden on City staff.

TPA will utilize a strategic and comprehensive approach to achieve client satisfaction and to provide the services outlined in the Scope of Work. This approach is included on page 5 of this proposal.

- K. Explain your understanding of the current financial situation facing the City and municipalities in general and describe how Consultant's services would provide resources, value and community benefit.

TPA understands that the City of Brea, as well as municipalities across the State, are focused on closing their unfunded pension liability shortfalls. As employer contribution payments to CalPERS increase, the City's budget will continue to become tighter. TPA understands the City's policy priorities and will continue to work diligently with staff to identify attainable solutions to the pension shortfalls as well as solutions to measures that impose a cost burden on the City such as prevailing wage requirements. TPA will continue to work with the City to identify opportunities to introduce sponsored legislation in Sacramento that will help alleviate financial stress, such as AB 1437 (Chen) that TPA is working on now.

In addition, there is increased pressure on the City of Brea's budget for items like homeless and public safety. While North Orange County has been able to respond to Judge Carter's directives more aggressively than other parts of the County, the need for increased services and dedicated City revenues to fund ongoing homeless services is going to remain. TPA is prepared to continue to work with the City to identify creative funding opportunities that will provide additional revenue to the City's budget. TPA is responsible for creating the North Orange County Public Safety Task Force, which over a 4-year period will provide \$20 million to the North Orange County region and \$1.33 million directly to the City of Brea Police Department to combat issues related to homelessness. In addition, the Task Force has directed hundreds of thousands of dollars to community-based organizations in Brea, further benefiting the public and providing additional revenues for these

organizations to continue their outreach efforts in the community. These revenues have helped offset City expenditures and community-based organization expenditures for homeless outreach, youth gang prevention efforts, reentry services and other public safety items

In addition to identifying funding for priority projects within the City, TPA is anticipating that there will be conversations in Sacramento about a new form of redevelopment and community revitalization, as well as tax reform. In 2017, two bills were introduced that would have reinstated modified forms of tax increment based economic development, focused around affordable housing, but those efforts were unsuccessful. With Governor Brown termed out, the Legislature and Governor Newsom will likely discuss additional economic development tools for jurisdictions and how they can be structured to avoid previous challenges and lessen the potential impact on the State's budget. As it relates to sales tax, the recent Quill Corp v North Dakota decision will likely lead to a discussion, and potential legislation, regarding how out of State taxes are collected for online purchases.

TPA is actively participating in discussions with key stakeholders and decision-makers on both of these topics and is prepared to work with the City of Brea to ensure that any legislation that is introduced will benefit the City and provide additional economic development tools to increase revenues.

TPA has been a proud partner with the City of Brea and looks forward to continuing our advocacy efforts to create an even stronger Brea community.

Submitted by:

SIGNATURE:



PRINT NAME: **Christopher Townsend**

TITLE: **President**

DATE: **05/23/2019**



F. REQUIRED FORMS

Status of Past and Present Contracts

Each Offer must be accompanied by a signed Status of Past and Present Contracts form. Offeror must sign **one** of the declarations stated below indicating their current status.

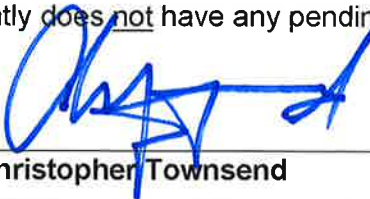
Townsend Public Affairs

(Offeror's Company Name)

I. No Contract Terminations, Settlements, or Legal Actions (past five years)

By signing below, Offeror declares that the Offeror has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

SIGNATURE:



PRINT NAME: Christopher Townsend

TITLE: President

DATE: 05/23/2019

II. One or More Contract Terminations, Settlements, or Legal Actions (past five years)

By signing below, Offeror declares that the Offeror has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder or currently has pending Contract Terminations, Settlements, or Legal Actions in which case, Offeror must list for each such contract the company name, title of contract, contact name, and telephone number; title of contract, term of the contract, original contract value.

City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Statement of Compliance

Townsend Public Affairs

(Offeror's Company Name)

Each Offer must be accompanied by a signed Statement of Compliance. *Offeror must sign one of the declarations stated below* indicating that the Offer was submitted with or without exceptions to this Solicitation, Scope of Work, Terms and Conditions, or Agreement as may be attached.

I. No Exceptions

By signing below, Offeror declares that their Offer was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

SIGNATURE:



PRINT NAME: Christopher Townsend

TITLE: President

DATE: 05/23/2019

II. With Exceptions

By signing below, Offeror states that their Offer has been prepared in consideration of and with exception to some of the terms of this Solicitation, Scope of Work, Terms and Conditions, or Agreement. Offeror is advised that exceptions and/or a suggested change to any of the terms of Solicitation, Scope of Work, Terms and Conditions, or Agreement must be submitted in writing as an attachment to the Offer submittal. By signing below, Offeror declares that the Offer includes a statement that identifies each item to which Offeror is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in this Solicitation, identifies the reasons for submitting the proposed exception or change, as well as, any impact the change or exception may have on contract costs, scheduling, or other considerations. City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

Insurance Commitment Form

Townsend Public Affairs

(Offeror's Company Name)

City reserves the right to modify the Exhibit D Insurance Requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval by City does not, and shall not be construed to, relieve Contractor of any obligations, responsibilities or liabilities under any resultant Contract.

The undersigned, at Contractor's sole cost and expense, hereby promises and agrees to:

- A. Acquire the required insurance as set forth in Exhibit D Insurance Requirements.
- B. Provide all insurance written by companies licensed or authorized by the State of California to issue insurance in the State of California with an A.M. Best Company rating of A VII or better.
- C. Provide all required proofs of insurance, certificates of insurance, policies, endorsements, and waiver of subrogations as set forth in Exhibit D Insurance Requirements within 30 days of notification of contract award and prior to the start of any work, whichever occurs sooner.
- D. Maintain in force at all times during the term of any Contract, insurance policies as set forth in Exhibit D Insurance Requirements.
- E. Replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy.
- F. Amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in Exhibit D Insurance Requirements.

Contractor's failure to comply with the required insurance as set forth in Exhibit D Insurance Requirements is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Contractor's default.

I, the undersigned, hereby certify that I have the authority on behalf of the entity I represent and to commit to all the requirements as set forth in Exhibit D Insurance Requirements.

SIGNATURE: 

PRINT NAME: Christopher Townsend

TITLE: President

DATE: 05/23/2019

Non-Collusion Affidavit

Note: To be executed by Offeror and submitted with Offer.

State of California
(the State of the place of business)

County of Orange
(the County of the place of business)

Christopher Townsend, being first duly sworn, deposes and
(name of the person signing this form)

says that he/she is President of
(title of the person signing this form)

Townsend Public Affairs, the party making the foregoing offer
(name of offering company)

that the offer is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the offer is genuine and not collusive or sham; that the OFFEROR has not directly or indirectly induced or solicited any other offeror to put in a false or sham offer; that the OFFEROR has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham offer, or to refrain from offering; that the OFFEROR has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the offer price of the OFFEROR or any other offeror, or to fix any overhead, profit, or cost element of the offer price, or of that of any other offeror; that all statements contained in the offer are true; and, the OFFEROR has not, directly or indirectly, submitted his or her offer price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, depository, or to any member or agent thereof, to effectuate a collusive or sham offer, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a OFFEROR that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the OFFEROR.

I declare under penalty of perjury under the Laws of the State of California that the foregoing is true and correct and that this declaration is executed as set forth.

SIGNATURE:

PRINT NAME:

Christopher Townsend

TITLE:

President

DATE:

05/23/2019

Notary is not required for this offer.

Client References (for like work)

Townsend Public Affairs

(Offeror's Company Name)

1. Client's Company Name:	City of Buena Park
Client Address:	6650 Beach Blvd., Second Floor, Buena Park, CA 90622
Contact's Name:	Jim Vanderpool
Contact's Title:	City Manager
Contact's Telephone & FAX:	(714) 562-3550 & (714) 562-3559
Contact's Email:	JVanderpool@BuenaPark.com
Scope of Services/Products Provided:	State and Federal Advocacy and Grant Writing
Project Completion Date & Value:	Date: 2009 to present Value: \$8,075 per month
2. Client's Company Name:	Orange County Sanitation District
Client Address:	10844 Ellis Avenue, Fountain Valley, CA 92708
Contact's Name:	Jim Herberg
Contact's Title:	General Manager
Contact's Telephone & FAX:	(714) 593-7110 & none
Contact's Email:	JHerberg@OCSD.com
Scope of Services/Products Provided:	State Advocacy and Grant Writing
Project Completion Date & Value:	Date: 2008 to present Value: \$6,000 per month
3. Client's Company Name:	City of Placentia
Client Address:	401 E Chapman Ave., Placentia, CA 92870
Contact's Name:	Damien Arrula
Contact's Title:	City Manager
Contact's Telephone & FAX:	(714) 993-8117 & (714) 961-0283
Contact's Email:	DArrula@Placentia.org
Scope of Services/Products Provided:	State and Federal Advocacy and Grant Writing
Project Completion Date & Value:	Date: 2016 to present Value: \$5,000 per month
4. Client's Company Name:	City of Mission Viejo
Client Address:	200 Civic Center, Mission Viejo, CA 92691
Contact's Name:	Dennis Wilberg
Contact's Title:	City Manager

Contact's Telephone & FAX:	(949) 470-3051 & none
Contact's Email:	DWilberg@CityofMissionViejo.org
Scope of Services/Products Provided:	State and Federal Advocacy and Grant Writing
Project Completion Date & Value:	Date: 2008 to present Value: \$5,000 per month

Duplicate this form as necessary to complete list.

G. SIMILAR WORK PRODUCT

The following pages contain similar work product, including:

- April 2019 Monthly Report
- California Public Employee Retirement System Memo
- Enhanced Infrastructure Financing Districts Memo
- Fact Sheet, AB 1437 – Community Redevelopment: Paramedic Tax Funds
- Fact Sheet, Pension Reform
- Fact Sheet, Lambert 57 Interchange
- March 2018 Washington, DC Talking Points

M E M O R A N D U M

To: City of Brea
From: Townsend Public Affairs
Date: May 1, 2019
Subject: Monthly Report for the City of Brea — April 2019

State Legislative Update

After the Legislature returned from Spring Recess, legislators had only five working days to pass fiscal bills out of their assigned policy committees before the April 26 deadline. This is the first step in the legislative process for bills to either move forward to their appropriations committees or “die” in their house of origin. There have been nearly 3,000 bills introduced in the first year of this two-year session and only 330 of them failed passage before the April 26 deadline. Those bills are now two-year bills and will be considered again in January 2020.

This policy committee deadline is not only the first time that bills are considered by committees, but also provides the public with their first opportunity to voice their opposition or support for a bill. As a result, Sacramento hosted a myriad of demonstrators and activists in April expressing their opinions on a variety of topics, including police use of force, vaccination exemptions, homelessness, and housing.

Below is a list of key upcoming deadlines in the Legislature:

May 3 – Last day for policy committees to hear and report non-fiscal bills to the floor

May 14 – Governor to release May Revision of the State Budget

May 17 – Last day for fiscal committees to refer bills to the floor

May 31 – Last day for bills to be passed out of their house of origin

Sponsored Legislation

TPA is working with the City of Brea and Assemblymember Chen to sponsor AB 1437. This legislation will allow the City to access the full amount of the paramedic tax that is being remitted and will allow the City to allocate that funding for the purposes approved by the voters, hiring specially trained personnel who can provide lifesaving care so long as the tax revenues are not needed to pay debt service on outstanding redevelopment obligations. In April, the bill passed out

of the Assembly Housing and Community Development Committee and the Assembly Local Government Committee. The bill is now in the Senate Appropriations Committee and must pass out by May 17 to move to the Assembly Floor.

Police Use of Force Legislation

Two competing bills on police use of force procedures sparked significant debate over the last month. SB 230 (Caballero), initially backed by the police chiefs and unions, would overhaul police training regarding appropriate use of force by emphasizing de-escalation techniques and other use of force alternatives. The bill would also require local agencies to make their use of force policies accessible to the public.

After taking significant amendments in the Senate Public Safety Committee, SB 230 is now legislatively linked to AB 392 (Weber), a bill that would limit the circumstances where police use of deadly force is legal. AB 392 is supported by advocates that are opposed to police use of deadly force, whereas those opposed to the bill have argued that it would make it easier to prosecute police officers for applying deadly force and exposes them to criminal liability.

SB 230 was amended to exclude language pertaining to standards for justified use of deadly force and add provisions that makes SB 230 contingent on the passage of AB 392. In other words, SB 230 does not become law unless AB 392 also becomes law. SB 230 would still make specific changes to police training while AB 392 would make changes to the statewide use of force standards.

According to the Chair of the Public Safety Committee, Nancy Skinner (D-Berkeley), this approach allows for the legislative solution to move forward in both chambers. SB 230 passed the Senate Committee on Public Safety and has now been referred to Appropriations, while AB 392 passed the Assembly Committee on Public Safety and has been referred to the Rules Committee for further consideration.

Housing

SB 50 (Wiener), this year's comprehensive housing legislation, passed the Senate Governance and Finance Committee on April 24. It will now be considered in the Senate Appropriations Committee prior to the deadline on May 17. After a last-minute compromise between Senator Weiner and the Chair of the Senate Governance and Finance Committee, Senator Mike McGuire, SB 4 (McGuire), considered to be the competing Senate housing measure, has been held in committee.

SB 50 aims to increase housing in high-density transit hubs throughout the state by requiring up-zoning and density minimums. The bill was substantially amended last week prior to its approval by the Senate Governance and Finance Committee. Below is a summary of the relevant adopted amendments:

Statewide provisions

- Sensitive communities agreement with housing advocates:
 - Prioritize designated high-segregation, poverty stricken, and low-resource areas.
 - Target communities that have been adversely affected by pollution, as defined by the State Office of Environmental Health Hazard Assessment (OEHHA).

- Include federally recognized low-income households as defined by the 2019 Housing and Urban (HUD) development qualified census tracts.
- COGs will run a process to identify sensitive communities with minimum requirements for outreach to disadvantaged populations.
- Opt in before July 1, 2025 to planning process based on petition with 20% population in census tract signing and specified outreach requirements.
- Changes to ensure offsite affordable housing is actually built, no certificate of occupancy on market rate without building permit, and must be near transit and within half mile of original project site.
- Commitment to include inclusionary percentages that are worked out with housing advocates and agreeable to the Senate Governance and Finance Committee.
- Creation of fourplexes by right (regardless of jurisdiction population) in residential areas on vacant land and allows conversions of existing structures—but no demolition, as follows:
 - 75% of exterior walls must be intact and no more than +15% increase square footage. Must also abide by all other local regulations (setbacks, lot coverage, FAR, height, etc).
 - Must include SB 35 limitations on eligible parcels.
- Exempt very high fire hazard severity zones.
- Exempt coastal zone in cities with populations less than 50,000.
- Restrict bill to infill parcels in coastal zone regardless of jurisdiction size.

In counties over 600,000 population:

- SB 50 zoning provisions regarding rail, ferry, job rich, and bus stop (as modified below):
 - Exempt contributing parcels in legislatively-adopted historic districts in existence as of 2010, and density bonus language going forward
 - Bus stops: Shorten headways to 10 minutes during peak times to qualify. Clarify that it's each line going in each direction. Must have met the headway standard for the past 5 years.
- SB 50 parking (no parking around rail, 0.5 spaces per unit minimum elsewhere)

As SB 50 moves forward, TPA will continue to advocate for increased flexibility and local control so cities can determine the housing options that are best for their communities.

Sober Living Homes

Debate continues on a variety of sober living home topics in the Legislature. While the majority of bills introduced seek to place additional restrictions on sober living homes, comprehensive reform would require amendments to federal law, including the Federal Americans with Disabilities Act (ADA) and the Federal Fair Housing Act (FFHA). Below is an update on the status of relevant sober living homes legislation:

AB 136 (Quirk-Silva) – Alcoholism and drug programs: residential recovery and treatment ombudsperson: pilot program

Would establish the office of the State Ombudsperson for Substance Abuse Recovery and Treatment as a one-year pilot program. The bill would require this established office to work in concert with counties to collaborate in investigations of complaints received by the counties against alcoholism or drug abuse recovery or treatment facilities and recovery residences. **AB 136 was gut and amended to no longer deal with sober living homes.**

AB 919 (Petrie-Norris) – Alcoholism and drug abuse recovery and treatment programs

Current law prohibits specified persons, programs, or entities, such as an alcoholism or drug abuse treatment facility or a person employed by, or working for, an alcohol or other drug program, from giving or receiving anything of value for the referral of a person who is seeking alcoholism or drug abuse recovery and treatment services. Current law authorizes the State Department of Health Care Services to investigate allegations of violations of those provisions, and authorizes the department to assess various penalties upon a person, program, or entity that is found in violation of those provisions. This bill would require the department to establish an enforcement program focused on the duties to enforce those provisions, and would require staff of the enforcement program to provide the department with analytical support, general oversight and monitoring, and legal guidance regarding those provisions. **AB 919 passed the Assembly Health Committee and has been referred to the Assembly Appropriations Committee.**

AB 920 (Petrie-Norris) - Alcoholism and drug abuse recovery and treatment programs.

Current law requires an alcoholism or drug abuse recovery or treatment facility that serves 6 or fewer persons to be considered a residential use of property and requires that the residents and operators of the facility be considered a family for the purposes of any law or zoning ordinance that relates to the residential use of property. This bill would exempt from those provisions an alcoholism or drug abuse recovery or treatment facility that serves 6 or fewer persons that is engaged in an economic relationship with a treatment provider that owns or operates 2 or more of this type of facility. **AB 920 passed the Assembly Health Committee and is currently on the Senate Floor.**

AB 1779 (Daly) - Recovery residences

AB 1779 would require the California Department of Health Care Services (DHCS) to adopt best practices for operating recovery housing, including suggested minimum standards for operating recovery housing. Currently, the “Best Practices for Operating Recovery Housing (BPORH)” are being developed by United States Department of Health and Human Services. Until the BPORH are distributed, the DHCS will be required to adopt the most recent standards approved by the National Alliance for Recovery Residences (NARR) as the minimum standards necessary for the owners or operators of recovery housing to receive state funding. **AB 1779 passed the Assembly Health Committee and has been referred to the Assembly Appropriations Committee.**

Transportation Corridor Agencies

The Assembly Committee on Local Government heard testimony on AB 1273 (Brough) which would transfer planning authority from the Transportation Corridor Agencies (TCA) to the State by January 1, 2020.

Since 1987, TCA has been the agency responsible for building, maintaining, and improving the toll roads in Orange County. It was formed as a joint powers authority and is governed by a Board of Directors comprised of city and county officials. According to the author, AB 1273 was written to prevent TCA from operating as a planning entity and would make TCA the agency designated for toll road building and maintenance only.

On April 24, the bill was heard in the Assembly Local Government Committee but was not considered for a vote. Assemblymember Brough expressed his willingness to work with TCA and other interested parties on compromise legislation, and Chair Aguiar-Curry (D-Napa) expressed her willingness to reconsider the bill once that happens.

The bill was not voted on, and therefore missed the April 26 committee deadline, which now makes it a two-year bill. TPA will continue to monitor this bill and any related legislative negotiations.

Governor Newsom Signs Sales Tax Legislation

On April 25, Governor Newsom signed AB 147 (Burke) into law. This bill was introduced on the heels of a Supreme Court ruling (South Dakota v. Wayfair) that opened the door for states to require out-of-state retailers to collect sales tax on transactions to in-state residents. The bill requires any retailer that sells more than \$500,000 in goods to register to collect and remit use taxes.

The goal of the legislation is to make tax collection easier for consumers and out-of-state retailers by shifting tax collection responsibilities to the online marketplace. The bill enjoyed unanimous support in both the Assembly and Senate and included an urgency clause which makes the bill effective immediately.

Proposition 68 – Per Capita Program

Proposition 68, passed by voters in June 2018, provided \$185 million for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Each city is guaranteed a minimum of \$200,000 to rehabilitate or improve park access in existing parks. The California Department of Parks and Recreation is administering the Per Capita Program and has recently released draft guidelines to help cities navigate the application and award process. All projects require a 20 percent match unless the applicant serves a severely disadvantaged community, defined as having a median household income of less than 60 percent of the statewide average.

TPA is prepared to assist the City with applying for these funds if needed and will continue to keep the City informed as this program continues to develop.

Federal Legislative Update

In April, the House and Senate Appropriations Committees focused on collecting appropriations requests from members of Congress in order to inform line item amounts in upcoming appropriations bills. Starting this week, there will be committee markups on the budget which will continue over the next several weeks, followed by bills moving forward to the floor in the coming months.

As April ends, lawmakers returned from a two-week break. When they returned, the House started to take up legislation focused on addressing climate change and the Senate considered more of President Donald Trump's nominations.

Appropriations Markups

House Democrats released their largest fiscal year 2020 domestic spending bill, the Labor-HHS-Education bill, starting a race to finish as much appropriations work as possible by the end of June.

The Labor-HHS-Education bill was the subject of a subcommittee markup on April 30. Subcommittee Chairwoman Rosa DeLauro (D-CT) pushed for a generous top-line allocation for the bill in fiscal year 2020 which totaled \$177.1 billion in fiscal year 2019. The measure is considered one of the most difficult spending bills to negotiate, and funding for child detention facilities under the HHS Office of Refugee Resettlement has been a particularly contentious issue.

House appropriators also plan subcommittee markups the first week of May for their Military Construction-Veterans Affairs and Legislative Branch bills. House appropriators have yet to agree on top-line allocations for all 12 appropriations bills, which they plan to vote on at the first full committee markup in early May.

Nuclear Energy Storage

In April, Congressman Mike Levin (D-CA) toured the San Onofre Nuclear Power Plant and announced that he planned to introduce legislation that would set priorities for the relocation and storage of spent nuclear fuel.

Although no legislative language is public yet, Congressman Levin's office says that the bill will direct the Department of Energy to consider three factors when it is determining the order in which it will accept spent nuclear fuel for disposal. The agency would need to prioritize fuel from reactors that are: 1. Decommissioned or decommissioning. 2. Located in areas with large populations. 3. Located in areas with the highest hazard of an earthquake, as determined by USGS's earthquake hazard maps. There's no explicit weighting of these three factors.

Congressman Levin plans to introduce his bill in the coming weeks.

Cannabis

In April, Democratic Senator Elizabeth Warren (D-MA) and Republican Senator Cory Gardner (D-NJ) reintroduced a bill that seeks to ensure U.S. states can determine their own best approach to marijuana, according to the lawmakers' joint statement.

This proposal responds to the 2018 Justice Department withdrawal of guidance directing federal authorities away from marijuana law enforcement in states that have legalized cannabis.

The measure would change the Controlled Substances Act so that - as long as states and tribal nations adhere with a "few basic protections" - its provisions wouldn't apply to people who comply with state marijuana laws. The legislation aims to keep states safe from federal overreach when deciding the best approach to marijuana.

Democratic Representative Earl Blumenauer (D-OR) and Republican Representative Dave Joyce (R-OH) have reintroduced a similar bill in the House.

This is one of several cannabis bills that have been introduced in Congress this year. While these bills have more momentum in the House than in past years, they still face hurdles in the Senate where the Republican controlled chamber has been more reluctant to take on marijuana issues.

Homelessness

At the end of March and beginning of April, a group of members of Congress led by Senator Dianne Feinstein (D-CA) and Congressman Ted Lieu (D-CA) introduced a long-awaited bill to fight homelessness.

The bill would:

- Authorize \$750 million annually for five years to fund supportive housing models that provide comprehensive services and intensive case management.
- Require a 25 percent match for services and housing from non-federal funds.
- Allow grants to be used for any combination of operations and capital building costs, as long as housing and services requirements are fulfilled.
- Require grantees to track outcomes and report on housing stability and improvements in health and wellbeing, including education of children.

Grant eligibility and requirements:

- Grants may go to local governmental entities consisting of cities, counties, regional collaboratives and tribal governments.
- Services must address issues including mental health; substance use disorders; disabling or other chronic health conditions; educational and job training/employment outcomes; and life skills classes.
- Intensive case management must be provided with a ratio of no greater than 1 case manager to every 20 people served.
- When serving families with children, services available must also include children's behavioral and mental health services, early childhood education, regular and age-appropriate children's programming and activities, child health and nutrition screening and education and parenting classes and support programs.
- Services must also have in place protocol for staff training and best practices to identify and prevent child trafficking, abuse, and neglect.

This bill has been in the works behind the scenes for nearly a year, as members and staff have worked to get buy-in from over 90 individuals and organizations, including mayors, the Child Welfare League of America, Children's Defense Fund, Corporation for Supportive Housing, Mayors and CEOs for U.S. Housing Investment, National Alliance to End Homelessness, and the National Low-Income Housing Coalition.

The coordinated introduction in the House and Senate, the Republican cosponsors, and the influential place Senator Feinstein has on the appropriations committee make this bill one to watch. Any proposal of new investment is difficult to pass Congress, however it is likely that this bill will continue to move.

Census

Last week, the Supreme Court heard oral arguments on the issue of adding a citizenship question to the 2020 Census. Based on the arguments, it seems likely that the Supreme Court will side with the Trump Administration and allow the Census to include a citizenship question.

The Supreme Court is expected to issue a ruling by June. The Census form will be printed soon after.

An analysis by census officials found that nearly 6 percent of households with at least one noncitizen, or roughly 6.5 million people, would go uncounted with a citizenship question on the 2020 Census. It is also predicted to cost California and other states a seat in Congress.

MEMORANDUM

To: City of Brea

From: Townsend Public Affairs, Inc.

Date: February 7, 2017

Subject: State Efforts to reform the California Public Employee Retirement System

Background

In 2013, Governor Brown signed AB 340, the Public Employees' Pension Reform Act (PEPRA) to change defined benefits for new public employees in the State of California. PEPRA changes the way CalPERS retirement and health benefits are applied, and places compensation limits on members. PEPRA eliminated the ability to purchase nonqualified service credit (air time), eliminated retroactive benefit increases, eliminated pension holidays, limited post-retirement public employment (spiking), and forfeited pension benefits upon felony conviction.

Current Status

In November 2016, the California Supreme Court unanimously granted the petition for review of the Court of Appeal decision in *Marin Ass'n of Public Employees v. Marin County Employees' Retirement Association* (Case No. S237460). The recent decision by the California Supreme Court to hear the Marin County pension reform case will decide whether future public employee pension benefits by current government workers across California can be cut.

Prior to that decision, in August, the California's 1st District Court of Appeal in San Francisco ruled that the California Legislature can trim public employee retirement benefits for workers who are still on the job, stating that public employees are only entitled to a "reasonable" pension, not one providing fixed or definite benefits immune from modification or elimination by the governing body. The appellate court's decision this summer was unanimous, and it was sweeping in its implications for pension reform. It rejected the assumption that benefits cannot be reduced once employees start working. That constraint has hindered attempts statewide, and in charter cities such as in San Jose, to meaningfully stem soaring taxpayer costs for pensions.

Legislative Process

The 2017 deadline to introduce new legislation is February 17, 2017. By that date, we will have a more complete picture of pension reform legislation that is going to be debated this year in Sacramento.

The Assembly Committee on Public Employees, Retirement and Social Security is Chaired by Assemblymember Rodriguez (D-Pomona) and is comprised of seven members, five of which are Democrats. Assembly Member Travis Allen (Vice Chair) and Assembly Member Bill Brough are

State Capitol Office • 925 L Street • Suite 1404 • Sacramento, CA 95814 • Phone (916) 447-4086 • Fax (916) 444-0383

Federal Office • 600 Pennsylvania SE • Suite 207 • Washington, DC 20003 • Phone (202) 546-8696 • Fax (202) 546-4555

Southern California Office • 1401 Dove Street • Suite 330 • Newport Beach, CA 92660 • Phone (949) 399-9050 • Fax (949) 476-8215

Central California Office • 744 P Street • Suite 308 • Fresno, CA 93721 • Phone (949) 399-9050 • Fax (949) 476-8215

Northern California Office • 300 Frank Ogawa Plaza • Suite 204 • Oakland, CA 94612 • Phone (510) 835-9050 • Fax (510) 835-9030

the two Republican members on the committee and they both represent districts in Orange County.

In the Senate, the Senate Committee on Public Employment and Retirement is chaired by Senator Richard Pan (D-Sacramento), which has five members. There are two Republicans on the Senate committee, including Orange County Senator John Moorlach.

These two committees will have jurisdiction over all pension reform legislation that is introduced in this legislative session. The bills will be heard, debated on, and voted on by these two committees.

2017 Pension Reform Legislation (as of 2/2/2017)

SB 32 (Moorlach)	<p>SB 32 is currently in spot bill form. However, the bill will establish the California Public Employees' Pension Reform Act of 2017 (PEPRA II) which continues substantial reform to California's broken public employee pension system began in 2012. It addresses the following:</p> <ul style="list-style-type: none">• Establish a Citizens' Pension Oversight Committee to review pensions year by year, and report to the public on actual pension costs and obligations;• Base final compensation for all public employees on an average of five years of highest years' salary;• Prohibit or "freeze" the ability for cost-of-living adjustments until CalPERS and CalSTRS are 100% funded;• Require pension boards to create a defined benefit/defined contribution hybrid pension plan for new employees who opt-into the system;• Require that any employee who separates from the state pension system for a different job and returns after more than one year be re-classified in that pension system as a "new employee";• Require CalPERS to limit special compensation categories by significantly narrowing their list of special compensation;• Define pensionable pay as "the normal monthly rate of pay or base pay" for all public employees;• Require pension boards to narrow the "safety employees" classification to include only employees who regularly perform their duties at great risk and who are in harm's way;• Require CalSTRS and CalPERS to build/increase funding levels by 10% each year until the systems are 100% funded; and,• Require CalPERS to reduce its unfunded liabilities to 1980 levels; to be achieved by 2030.
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Next Steps: TPA would recommend scheduling meetings with the members of the policy committees listed above that will play a key role in the outcome of pension reform legislation in Sacramento. Initial meetings should focus on Senator Pan, Senator Moorlach, Assembly Member Rodriguez, Assembly Member Brough and Assembly Member Allen.

To: City of Brea
From: Townsend Public Affairs, Inc.
Date: March 28, 2016
Subject: Enhanced Infrastructure Financing Districts

Background

The dissolution of redevelopment agencies left many public agencies with infrastructure funding gaps. In 2014 SB 628 (Beall) was signed into law by Governor Brown, allowing the creation of Enhanced Infrastructure Financing Districts (EIFD). While IFDs already existed, there were largely unused due to the fact that redevelopment agencies were considered superior, and IFDs and redevelopment zones were prohibited from overlapping. EIFDs, created by a city or a county, can fund a variety of public infrastructure projects by combining the property tax increment of the taxing agencies involved in the created Infrastructure Financing Plan. An Infrastructure Financing Plan (IFP) is adopted by a Public Financing Authority (PFA), which is the legislative body in charge of the direction and execution of the EIFD.

In 2015, the Governor signed AB 313 (Atkins), a cleanup bill for SB 628. AB 313 included special districts, with the exception of school districts, in SB 628's definition of "affected taxing entity". An affected taxing entity is defined as any governmental taxing agency which levies or has levied on its behalf a property tax on all or a portion of the property located within the EIFD.

SB 628 also states that a city or a county which created a redevelopment agency may not create or participate in an EIFD until they receive a finding of completion by the Department of Finance. If a city or a county creates an EIFD within an area that was formerly a redevelopment zone, the revenue created from property tax increments within the area must first be used to fund the successor agency's enforceable obligations.

EIFD Eligible Projects

According to SB 628, EIFDs can only finance public capital facilities of communitywide significance that provide benefit to the surrounding community. Eligible projects include but are not limited to:

- Highways, interchanges, bridges, ramps, arterial streets, parking facilities, and transit facilities;
- Sewage treatment plants, water reclamation plants, and interceptor pipes;
- Facilities for the collection and treatment of water for urban uses;
- Flood control levees and dams, retention basins, and drainage channels;
- Child care facilities;
- Libraries;
- Parks, recreational facilities, and open space;

- Facilities for the transfer and disposal of solid waste, including transfer stations and vehicles;
- Brownfield restoration and other environmental mitigation projects;
- Development projects on former military bases;
- The acquisition, construction, or rehabilitation of housing for persons of low and moderate income for rent or purchase;
- Transit priority projects located within a transit priority project area; and
- Projects that implement a sustainable communities strategy

Next Steps/Implementation

If this is something the City of Brea is interested in pursuing, next steps in the process would include:

1. Establishing a Public Financing Authority (PFA). If the City intends to have two or more taxing entities within the EIFD, the membership of the PFA must consist of a majority of members from the legislative bodies of the participating entities, as well as a minimum two members of the public.
2. Adoption of a resolution of intent by the City Council to establish the EIFD. The PFA needs to prepare the Infrastructure Financing Plan (IFP), while conducting a public hearing before the adoption of the EIFD and IFP. Mailing a copy of the IFP to every citizen in the zone is an additional requirement. The IFP must include the boundaries, types of projects to be financed, goals, need, financing tools, etc. The IFP must be adopted by the governing boards of all taxing entities that have agreed to allocate tax increment to the EIFD.
3. 55% of voter approval within the District, before the issuing of bonds to fund projects. The PFA, through the EIFD, may, by majority vote, initiate proceedings to issue bonds.

FACT SHEET AB 1437- COMMUNITY REDEVELOPMENT: PARAMEDIC TAX FUNDS

OFFICE OF ASSEMBLYMAN PHILLIP CHEN

SUMMARY

Assembly Bill 1437 will reallocate the portion of any paramedic tax that is still being captured by the successor agency to the taxing entity to be used for purposes established by the voter-approved local tax measure, so long as the tax revenues are not needed to pay debt service on outstanding redevelopment obligations.

Legislation was previously adopted as part of the dissolution of redevelopment that addresses this voter-approved tax issue specific to pension programs and funding for capital projects and programs related to the State Water project. This bill will add paramedic programs to those voter-approved local taxes that shall be allocated to the taxing entity.

EXISTING LAW

Several taxing entities, including local jurisdictions and special districts, have passed voter-approved local taxes to fund the paramedic programs that are run through their Fire Departments.

In 2012 redevelopment agencies were dissolved and successor agencies were established to pay off the remaining obligations. In all California taxing entities that had a redevelopment agency and that agency did not include a provision that voter-approved special taxes be allocated to the taxing entity, the property taxes, including all voter-approved taxes except those levied on or after January 1, 1989 for the purpose of making annual debt-service payments that are collected through property tax are allocated to pay down the debt service for the redevelopment bonds and other obligations that were issued.

As the taxing entities continue to pay down their bond obligations within the redevelopment agency project areas, all revenues, including voter-approved local taxes, that were previously directed to the successor agency to pay off the remaining obligations, are now starting to come back to the taxing entity to be used for their intended purposes.

BACKGROUND

In 1978, the City of Brea approved a paramedic tax by 80% of the voters to establish and fund a paramedic program, hiring specially trained personnel who can provide lifesaving care. Brea property owners pay a tax for the Mobile Intensive Care Paramedic Program. The

paramedic tax rate today is the same as it was in 1981 which is \$0.045 per \$100 of valuation.

In 2012, when redevelopment agencies were dissolved, Brea's incremental property taxes, including a substantial portion of the paramedic tax, was allocated to pay down the debt service bonds and other obligations of the former Brea Redevelopment Agency. As those bonds and other obligations are paid down, a percentage of the paramedic tax is reverting back to the City. Once the redevelopment bonds and other obligations are completely paid in 2036, all of the paramedic tax now directed to the Brea Redevelopment Successor Agency, will come back to the City.

While property owners that are paying the paramedic tax still benefit from the paramedic program, that program is currently being subsidized by general fund revenues instead of the revenues generated by the paramedic tax due to the fact that a portion of the paramedic taxes are being allocated to pay debt service on redevelopment agency bonds and other obligations.

SOLUTION

This legislation will allow the City to access the full amount of the paramedic tax that is being remitted and will allow the City to allocate that funding for the purposes approved by the voters, hiring specially trained personnel who can provide lifesaving care so long as the tax revenues are not needed to pay debt service on outstanding redevelopment obligations. The City has determined that debt service on outstanding redevelopment obligations can be paid from other available tax increment revenue resources, and that the paramedic tax is not needed for that purpose. Therefore, the paramedic tax can be allocated for the purpose intended by the voters, a paramedic program.

SUPPORT

City of Brea

CONTACT

Staff:

Lauren Aguilar
Capitol Director
(916) 319-2055

Lauren.Aguilar@asm.ca.gov



City of Brea Pension Reform Fact Sheet

Background

- **City of Brea** - Centrally located in the northeast corner of Orange County and is home to 43,330 residents with an average household income of \$93,576. The City draws in more than 100,000 people each day to work, shop, and be entertained.
- **Full Service City** – The City has a General Fund of about \$55 million and 289 full-time employees and 121 part-time employees.

Brea Pension Specifics

- **Employee Numbers** - Since 2013, Brea has hired 73 PEPRA employees of which 21 are sworn public safety personnel.
- **2nd Tier for Public Safety – 2% @ 50.** In 2011, Brea negotiated a 2nd tier for public safety. Brea's Classic formulas are 3% @ 50 for Safety and 2% @ 55 for Miscellaneous employees.
- **Pension Stabilization Trust Fund.** In 2016, Brea established a Section 115 Trust account with PARS to address increases to our unfunded liability.
 - Initial investment was \$6 million and that has grown to a market value of \$7.1 million to date with an average earned interest of 11.74%.

Challenges

- **Rising Pension Costs Increase Deficit** - Brea is facing a \$1.5 million General Fund deficit in FY 2018-19 largely driven by increased CalPERS costs and staff projects that the deficit will grow to \$5.2 million in FY 2021-22.
 - This represents about 8% of the City's General Fund Budget.
- **Rising PERS Costs**– In 2015 Brea PERS contributions were \$1,957,360 for Miscellaneous and in 2018 the cost will be \$3,041,983. For Safety employees, in 2015 we paid \$3,635,010 and by 2018 that will nearly double to \$6,211,541.

Impacts

- **Significant Reductions in Service.** The City is currently evaluating budget solutions including but not limited to revenues measures, service level reductions, and/or employee concessions.

Lambert/57 Interchange Project



- What It Is:
 - Construction of a "loop" ramp allowing eastbound motorists on Lambert Road to enter the northbound State Route 57 Freeway via a right turn rather than the current left turn movement.
 - Total project cost: \$100,000,000.
- Safety Benefits:
 - Additional queuing space for east-west traffic will reduce the potential for rear-end and lane-change accidents.
- Environmental Benefits:
 - Eliminates vehicle queuing and reduces congestion, resulting in less air pollution and energy consumption.
- Mobility Benefits:
 - Increases mobility by eliminating vehicle queuing and congestion currently caused by the heavy volume of eastbound left turns.
- Regional Significance
 - The SR 57 freeway is one of only two freeways that connect Orange County to the San Gabriel/Pomona Valleys in Los Angeles County and to the Inland Empire in San Bernardino and Riverside Counties.
 - With employment centers in Orange County and lower cost housing in the other counties, the daily traffic demands continue to grow.
 - Lambert Road is the first arterial street where drivers entering Orange County from the north can travel east or west.
- Overlaps with Trump Administration Goals:
 - Lines up with tenants of infrastructure reform
 - Self-sufficiency emphasized: partial funding obtained, need help to finish
 - Job creation/connection
- Obtained Funding
 - \$65 million from the California Transportation Commission Trade Corridor Enhancement Program
 - \$15 million from City of Brea
 - \$20 million from the Orange County Transportation Authority
- Status
 - CalTrans had project out to bid
 - Bid opening and award of contract in February
 - Groundbreaking in Summer 2019





**City of Brea
Washington, DC Trip
March 12, 2018**

Townsend Public Affairs Contacts:

Cori Williams (949) 632-2565

Laura Kroeger (916) 316-8001

10:45 – 11:45 AM

White House Office of Intergovernmental Affairs

Morgan Bedan, Associate Director of Intergovernmental Affairs

Zachery Michael, Special Advisor

Eisenhower Office Building, Room 178

Background and Context:

- The President's budget request is typically released on the first Monday of February and serves as the unofficial launch of a lengthy debate over federal funding levels.
 - However, due to the 35-day partial government shutdown in December and January, it is expected that the Trump Administration will not submit its FY 2020 request until at least the week of March 11 (this week).
 - This will kick off the FY 2020 funding cycle, meaning that this is a key time frame to discuss funding priorities.
- The White House has not taken a position on the FCC wireless infrastructure rules.

Talking Points:

- Federal funding has been critical in making many of the City's important projects a reality.
- The city has leveraged funding through the Land and Water Conservation Fund to transform railroad rights-of-way into the Tracks at Brea, a 4-mile sustainable active transportation route.
- The City is also currently using federal funding allocated through the State of California's Trade Corridor Enhancement Program, along with support from the Orange County Transportation Authority, to upgrade the State Route 57-Lambert Road Interchange, which will reduce congestion and improve connectivity between Orange County and the rest of the Southern California region.
- These projects are models for how federal, state and local partners can unite to achieve results for our constituents. We hope that a comprehensive infrastructure package will facilitate further opportunities to collaborate with the federal government to reshape our region's infrastructure.

Tracks at Brea Trail:

- The Tracks at Brea project has leveraged federal funding to transform railroad rights-of-way into a 4-mile beautiful and sustainable active transportation route.
 - The Class 1 bikeway includes a separate pedestrian path.
 - The project closes a critical gap in the OC Loop countywide trail.
 - Project benefits:
 - clean transportation
 - public health
 - recreational opportunities
 - community identity
- We have received federal assistance for this project in the past, including Safe Routes to Schools, Active Transportation Program, Recreational Trails Program, CMAQ, and others.
- We want to continue our great relationships with the Department and be a good candidate for continued funding for the project, so we wanted to touch base with you ahead of changes coming up for federal transportation and infrastructure funding.

Lambert/57 interchange project

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 - Lambert Road is the first arterial street where drivers entering Orange County from the north can travel east or west.
- Overlaps with Trump Administration goals:
 - Lines up with tenants of infrastructure reform
 - Self-sufficiency emphasized: partial funding obtained, need help to finish
 - Job creation/connection

- Obtained Funding
 - \$65 million from Trade Corridor Enhancement Program
 - \$15 million in Local Brea Match
 - \$20 million from OCTA
- Status
 - CalTrans had project out to bid
 - Bid opening and award of contract in February
 - Groundbreaking in Summer 2019
- We welcome continued support you and your office can provide to ensure successful completion for this crucial regional infrastructure project.

FCC wireless infrastructure rules

- We also wanted to discuss how recent FCC actions are about to have a major impact on the City of Brea and municipalities across the country.
- On September 26, 2018, the FCC approved a proposal to accelerate wireline broadband deployment by “removing barriers” to infrastructure investment. Those barriers are local procedures and protocol that govern how, when, and why we lease publicly-owned property, and went into effect on January 14, 2019.
 - This is designed specifically to allow for the expansion of 5G technology, which utilizes “small cells” – a reference to the distance between units, which can be as short as three city blocks, compared to large 4G cell towers that provide service to a larger area.
- While every municipality approaches the issue differently, these local laws are generally designed to protect taxpayer-funded city and town property.
- The new regulations invade local authority in order to expedite corporate expansion.
- Specifically, the new regulations will:
 - Compel local governments to permit access to publicly owned infrastructure.
 - Hinder reasonable local environmental and design review.
 - Leave municipalities vulnerable to lawsuits if they experience delays or otherwise cannot meet the FCC’s arbitrary time limits on permit application review.
 - For example, municipalities are required to accept “batched” applications, in which the time limit for hundreds of applications is the same as the time limit for one.
 - Limit municipalities’ ability to negotiate fair leases or public benefits for the installation of “small cell” wireless equipment on taxpayer-funded property.
 - Limiting fees and rates to direct and actual costs strips cities of the ability to analyze and identify the cost-benefit of this technology to its residents.
 - Cities regularly negotiate with providers to ensure appropriate compensation to taxpayers for private, profit-generating use of public property and to incentivize development that benefits community residents.
 - Local governments should not be beholden to corporations’ bottom lines in setting local fees, or be forced to subsidize private development at the cost of other critical local services such as road maintenance and public safety.

- The State of California considered similar legislation (SB 649) two years ago. The bill received widespread opposition from local jurisdictions, and though the bill passed both houses, Governor Brown vetoed the bill.
- We share the FCC's goal of ensuring efficient, safe, and appropriate deployment of new broadband technology, but co-opting local infrastructure without local permission is the wrong solution.
- We are interested in any relief that can be provided, since this challenges our local authority, our budget, and our resources.
- This includes President Trump signing H.R. 530, a bill recently introduced by Rep. Anna Eshoo that would nullify the two FCC rules.
- We would like to keep you updated on the lawsuits' progress and the impacts of the order on our City, and urge you to prioritize local authority as you help craft federal policy.

White House Questions:

- We understand that much is still to be determined on the shape of an infrastructure package, but based on your perspective, do you see there being a path forward for Brea's priorities in any upcoming infrastructure bill?
- Are Brea's projects good candidates for current transportation grants, and would Brea be a better candidate for potential future grant programs?
- What can Brea do to be more competitive for current and future federal grant programs?
- Are there other programs that would provide funding for what we're trying to do in Brea?
- How can Brea be helpful to President Trump's goals?
 - Regional coalition?
 - Public statements?
 - Partnerships/councils/etc?
 - Brea would love a seat at the table
- Can you point us towards any other people or offices that might be helpful?

2:00 – 2:30 PM

Office of Congresswoman Anna Eshoo
Asad Ramzanali, Legislative Assistant
202 Cannon House Office Building

Background and Context:

- Congresswoman Anna Eshoo (D-CA) introduced H.R. 530, which would nullify the FCC actions to restrict local control of wireless infrastructure.
- Congresswoman Anna Eshoo's district includes Silicon Valley, and she is considered a leader on tech issues in the House of Representatives.

Talking Points:

FCC wireless infrastructure rules

- We primarily wanted the opportunity to express how grateful we are to Congresswoman Eshoo for introducing H.R. 530.
- The FCC actions that H.R. 530 would nullify are having a major impact on the City of Brea and municipalities across the country.
- While every municipality approaches the issue differently, local laws are generally designed to protect taxpayer-funded city and town property.
- The new regulations invade local authority in order to expedite corporate expansion.
- Specifically, the new regulations will:
 - Compel local governments to permit access to publicly owned infrastructure.
 - Hinder reasonable local environmental and design review.
 - Leave municipalities vulnerable to lawsuits if they experience delays or otherwise cannot meet the FCC's arbitrary time limits on permit application review.
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 - Local governments should not be beholden to corporations' bottom lines in setting local fees, or be forced to subsidize private development at the cost of other critical local services such as road maintenance and public safety.
- As you know, the State of California considered similar legislation (SB 649) two years ago. The bill received widespread opposition from local jurisdictions, and though the bill passed both houses, Governor Brown vetoed the bill.

- We share the FCC's goal of ensuring efficient, safe, and appropriate deployment of new broadband technology, but co-opting local infrastructure without local permission is the wrong solution.
- We are interested in any relief that can be provided, since this challenges our local authority, our budget, and our resources.

Questions:

- What can we do to be helpful in passage?
- Can you give us an update on whether Feinstein is likely to introduce a companion bill in the Senate?
- What has been the main barrier to obtaining a Republican cosponsor(s)?

3:00 – 3:30 PM

Congressman Gil Cisneros
431 Cannon House Office Building

Background and Context:

- Congressman Gil Cisneros was elected in 2018 to fill Congressman Ed Royce's seat, who retired.
- Congressman Royce was helping the City with the LWCF issue, but it was not resolved before the end of his term. Congressman Cisneros promised to pick up where his predecessor left off, and facilitate a meeting between LWCF and the City of Brea.

Talking Points:

- **Federal funding has been critical in making many of the City's important projects a reality.**
- **The city has leveraged funding through the Land and Water Conservation Fund to transform railroad rights-of-way into the Tracks at Brea, a 4-mile sustainable active transportation route.**
- **The City is also currently using federal funding allocated through the State of California's Trade Corridor Enhancement Program, along with support from the Orange County Transportation Authority, to upgrade the State Route 57-Lambert Road Interchange, which will reduce congestion and improve connectivity between Orange County and the rest of the Southern California region.**
- **These projects are models for how federal, state and local partners can unite to achieve results for our constituents. We hope that a comprehensive infrastructure package will facilitate further opportunities to collaborate with the federal government to reshape our region's infrastructure.**

Tracks at Brea Trail:

- The Tracks at Brea project has leveraged federal funding to transform railroad rights-of-way into a 4-mile beautiful and sustainable active transportation route.
 - The Class 1 bikeway includes a separate pedestrian path.
 - The project closes a critical gap in the OC Loop countywide trail.
 - Project benefits:
 - clean transportation
 - public health
 - recreational opportunities
 - community identity
- We have received federal assistance for this project in the past, including Safe Routes to Schools, Active Transportation Program, Recreational Trails Program, CMAQ, and others.

- We want to continue our great relationships with the Department and be a good candidate for continued funding for the project, so we wanted to touch base with you ahead of changes coming up for federal transportation and infrastructure funding.

- **LWCF issue**
 - As you know, we have an ongoing misunderstanding with the Land and Water Conservation Fund (LWCF).
 - The Tracks at Brea Project is broken out into six segments.
 - This has allowed the City to strategically allocate City funds as well as pursue local, state and federal grant opportunities to fund the various trail segments.
 - Segment 2, the segment that received the LWCF Grant and the 2014 Active Transportation Program (ATP) grant, was completed in December 2017. The City used State Proposition 84 funds as the LWCF match.
 - We need help communicating to the LWCF program staff that ATP funds were not used as matching funds for the LWCF grant nor were ATP funds used for the scope of work funded by the LWCF grant.
 - This \$500,000 LWCF grant is critical to funding the cost of the design and construction for this portion of the trail.
 - Withdrawing the \$500,000 LWCF grant creates a significant fiscal crisis for the City.
 - Congressman Royce supported the project, and when he left office, was helping us clear up the misunderstanding with LWCF.
 - It has now been 8 months since LWCF received a letter from Caltrans clarifying the City's compliance with LWCF program restrictions – LWCF has not responded.
 - After years of this, we are desperate for a resolution so we can move forward from a budgetary perspective. We need your help to facilitate this conversation with LWCF program staff to ensure a resolution is reached quickly.
 - We are eager to remain engaged on this issue. We look forward to any assurances or clarification on next steps you can help us obtain from LWCF.

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- Environmental Benefits: Eliminates vehicle queuing and reduces congestion, resulting in less air pollution and energy consumption.
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 - Lines up with tenants of infrastructure reform
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FCC wireless infrastructure rules

- We also wanted to discuss how recent FCC actions are having a major impact on the City of Brea and municipalities across the country, **and thank you for cosponsoring H.R. 530, which would nullify the two FCC rules, to combat this issue.**
- As you know, on September 26, 2018, the FCC approved a proposal to accelerate wireline broadband deployment by “removing barriers” to infrastructure investment. Those barriers are local procedures and protocol that govern how, when, and why we lease publicly-owned property, and went into effect on January 14, 2019.
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- Current Status:
 - The regulations are in effect, and impacts are just beginning to be felt.
 - Litigation from multiple municipalities, including San Jose, is currently pending.
 - They have requested a stay from courts, but the courts have not issued one yet.
- The State of California considered similar legislation (SB 649) two years ago. The bill received widespread opposition from local jurisdictions, and though the bill passed both houses, Governor Brown vetoed the bill.
- We share the FCC's goal of ensuring efficient, safe, and appropriate deployment of new broadband technology, but co-opting local infrastructure without local permission is the wrong solution.
- We are interested in any relief that can be provided, since this challenges our local authority, our budget, and our resources.
- This includes passage of H.R. 530 – we are glad you recognize its significance.
- We would like to keep you updated on the lawsuits' progress and the impacts of the order on our City.

Transportation Project Questions:

- We understand that much is still to be determined on the shape of an infrastructure package, but based on your conversations in the House, do you see there being a path forward for Brea's priorities in any upcoming infrastructure bill?
- Are Brea's projects good candidates for current transportation grants, and would Brea be a better candidate for potential future grant programs?
- What can Brea do to be more competitive for current and future federal grant programs?
- Are there other programs that would provide funding for what we're trying to do in Brea?

4:00 – 4:30 PM

Office of Senator Kamala Harris
Catherine Pomposi, Legislative Fellow
112 Hart Senate Office Building

Background and Context:

- While Senator Harris sits on the Budget Committee (which discusses top-line amounts but does not fund the government), she is not on the Appropriations Committee (which funds the government).
 - Her staff will not likely have answers to specific questions on funding and appropriations.
 - However, they may be able to discuss which way the wind is blowing in general terms concerning funding for cities.
- Senator Harris has announced that she is running for president.

Talking Points:

- **Federal funding has been critical in making many of the City's important projects a reality.**
- **The city has leveraged funding through the Land and Water Conservation Fund to transform railroad rights-of-way into the Tracks at Brea, a 4-mile sustainable active transportation route.**
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- We welcome continued support you and your office can provide to ensure successful completion for this crucial regional infrastructure project.

FCC wireless infrastructure rules

- We also wanted to discuss how recent FCC actions are about to have a major impact on the City of Brea and municipalities across the country, and urge you to introduce and/or support a companion bill in the Senate.
- As you may know, on September 26, 2018, the FCC approved a proposal to accelerate wireline broadband deployment by “removing barriers” to infrastructure investment. Those barriers are local procedures and protocol that govern how, when, and why we lease publicly-owned property, and went into effect on January 14, 2019.
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- We are interested in any relief that can be provided, since this challenges our local authority, our budget, and our resources.
- This includes passage of H.R. 530, a bill recently introduced by Rep. Anna Eshoo that would nullify the two FCC rules.
- We would like to keep you updated on the lawsuits' progress and the impacts of the order on our City, and urge you to cosponsor H.R. 530 and other legislation that protects local authority.

Transportation Project Questions:

- Based on your conversations in the Senate, do you see there being a path forward for Brea's priorities in any upcoming infrastructure bill?
- Are Brea's projects good candidates for current transportation grants, and would Brea be a better candidate for potential future grant programs?
- What can Brea do to be more competitive for current and future federal grant programs?
- Are there other programs that would provide funding for what we're trying to do in Brea?

4:30 – 5:00 PM

Office of Senator Dianne Feinstein
Anant Rout, Legislative Counsel
331 Hart Senate Office Building

Background and Context:

- Senator Feinstein (D-CA) sent a letter to the FCC demanding answers for rumors it interfered in the judicial jurisdiction selection for the ongoing litigation.
- Senator Feinstein's staff have indicated that she is exploring introducing a Senate companion bill to H.R. 530, which would dramatically increase its chances of success. They are currently working to secure a Republican cosponsor in the Senate prior to introduction, since bipartisan bills are more likely to be selected for floor consideration by Majority Leader Mitch McConnell (R-KY).

Talking Points:

FCC wireless infrastructure rules

- We wanted to discuss how recent FCC actions are about to have a major impact on the City of Brea and municipalities across the country, and urge the Senator to introduce legislation to reverse these rules.
- As you know, on September 26, 2018, the FCC approved a proposal to accelerate wireline broadband deployment by “removing barriers” to infrastructure investment. Those barriers are local procedures and protocol that govern how, when, and why we lease publicly-owned property, and went into effect on January 14, 2019.
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 - We share the FCC's goal of ensuring efficient, safe, and appropriate deployment of new broadband technology, but co-opting local infrastructure without local permission is the wrong solution.
 - We are interested in any relief that can be provided, since this challenges our local authority, our budget, and our resources.
 - This includes passage of H.R. 530, Rep. Anna Eshoo's bill that would nullify the two FCC rules. We support this legislation and would love to see the Senator introduce a companion bill in the Senate.

Questions:

- Can you give us an update on whether the Senator is likely to introduce a companion bill in the Senate?
- We heard that there have been barriers to obtaining a Republican cosponsor(s) – can you speak a little more on that topic?
- What can we do to be helpful in passage?



H. SIGNED AGREEMENT

**PROFESSIONAL SERVICES
AGREEMENT**

THIS AGREEMENT ("Agreement") is effective on the date on which this Agreement is executed by the City of Brea, ("Effective Date"), and is between Townsend Public Affairs, Inc., ("CONTRACTOR") and the CITY OF BREA, a California municipal corporation ("CITY"). CONTRACTOR and CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party". The Parties agree as follows:

I. Agreement

- A. This Agreement, together with the following exhibits are incorporated herein by reference, and supersedes all prior agreements and understandings:

Exhibit A – Scope of Services/Specifications

Exhibit B – Compensation

Exhibit C – General Provisions

Exhibit D – Indemnity and Insurance Requirements

- B. This Agreement may be modified by written amendment executed by all parties.

II. Scope of Services Summary

CONTRACTOR shall, during the Term of the Agreement, provide **Legislative Advocacy Services** as further set forth in Exhibit A, all to CITY's reasonable satisfaction (collectively, the "Services").

III. Term of the Agreement

- A. CONTRACTOR shall commence performance of Services on the date ***indicated in the notice to proceed issued by the City Project Manager.***
- B. AGREEMENT shall remain in full force and effect ***for one (1) year*** unless sooner terminated as set forth in the Termination subsection of Exhibit C ("Initial Term").
- C. AGREEMENT may ***be extended for four (4) additional years (each a "Renewal Term"), commencing upon the expiration of the preceding Term. CITY and CONTRACTOR may agree to extend this Agreement in writing, executed before the end of the Initial Term or Renewal Term, as applicable.***

IV. Compensation Summary

- A. CITY shall pay CONTRACTOR for satisfactorily and completely rendered Services according to prices and in the manner set forth in Exhibit B. Parties agree that full and complete payment for all Services shall not exceed \$_____ ***for the Initial Term ("Contract Amount"). The Contract Amount for any exercised Renewal Term may be adjusted as set forth in Exhibit B.*** The CITY shall have no obligation to pay any amount in excess of the foregoing amounts, unless agreed to in writing by the CITY.
- B. CONTRACTOR shall not render any services in excess of the Services described in Exhibit A ("Additional Services") without CITY's prior written approval. Any work performed without CITY's prior written approval shall be deemed to have been performed as part of the Services and included within the not-to-exceed Contract Amount.

V. Insurance Requirements Summary

- A. All insurance shall comply with the specific requirements set forth in Exhibit D.
- B. Exhibit D shall govern in the event of any conflict with the following coverages.
 - 1. **Commercial General Liability (CGL)**
Limits shall be no less than \$2,000,000 per occurrence.
 - 2. **Automobile Liability Insurance (ALI) (any auto)**
Limits shall be no less than \$2,000,000 per occurrence.
 - 3. **Workers' Compensation**
State of California statutory limits
Employer's Liability Insurance
Limits shall be no less than \$1,000,000 per accident for bodily injury or disease.
 - 4. **Professional Liability Insurance (PL)**
Limits shall be no less than \$1,000,000 per claim.

VI. Notices and Designated Representatives

All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) one business day after deposit with an overnight courier service; or (iii) two business days after having been sent by registered or certified mail, whether or not a signed receipt is received, provided a proof of delivery is obtained. All communications shall be sent to:

CITY – Project Manager:
Liz Pharis
Senior Management Analyst
1 Civic Center Circle
Brea, CA 92821
(714) 990-7706 phone
LizP@CityofBrea.net

CITY – City Clerk (if over \$25,000):
Lillian Harris-Neal, MMC
City Clerk
1 Civic Center Circle
Brea, CA 92821
(714) 990-7757 phone
LillianHN@CityofBrea.net

CONTRACTOR:

Representative's Name	Christopher Townsend
Title	President
Address, Suite#	1401 Dove Street, Suite 330
City, State, Zip	Newport Beach, CA 92660
Phone	(949) 399-9050
Email	ChristopherTownsend@TownsendPA.Com

(SIGNATURES ON FOLLOWING PAGE)

Offer and Acceptance

I. OFFER made by Contractor to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in Exhibit B-Compensation. Further, I understand that no contract exists unless City accepts this Offer by signing below.

Business Name: Townsend Public Affairs, Inc.

Federal ID# 91-1929265

only for Public Works projects Contractor Lic.#: N/A DIR Reg#: N/A

Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☐ Limited Liability Company
(Contractor select one) ☒ Corporation (requires two signatures) ☐ Other

Address: 1401 Dove Street, Suite 330

City, State, Zip: Newport Beach, CA 92660

Printed Name & Title: Christopher Townsend, President

Phone & Email: (949) 399-9050, Christopher.Townsend@TownsendPA.com

Signature(s): [Signature], President Date: 05/23/2019
(principal)

Signature(s): [Signature], Secretary Date: 05/23/2019
(2nd Signature required if corp)

II. ACCEPTANCE of Offer by the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to accept Offer on behalf of and to bind City of Brea and I accept the Offer accordingly. Contractor is now bound to furnish all requirements set forth in Contractor's Offer. Contractor is cautioned not to begin work until a written notice to proceed or purchase order is received from City.

City of Brea, a California Municipal Corporation

Mailing Address: 1 Civic Center Circle

City, State, Zip: Brea California 92821

Printed Name & Title: Christine Marick, Mayor

Authorized Signature: _____ Date _____

III. Attestation (if total contract value exceeds \$25,000 or \$200,000 for Public Works projects)

Printed Name & Title: Lillian Harris-Neal, City Clerk

Authorized Signature: _____ Date _____

ATTACHMENT A: PROPOSED STAFF RESUMES

TEAM TPA

With a team of 12 registered state and federal legislative and funding advocates, TPA has the breadth and depth of experience AND the ability to deploy as many advocates as needed to maximize success for the City while minimizing the burden on City staff.

TPA proposes the following team to work on behalf of the City:

1. Christopher Townsend
President

2. Cori Williams
Southern California Senior Director

*Cori will be the City's primary contact. Cori's contact information is as follows:
CWilliams@TownsendPA.com and (949) 399-9050*

3. Casey Elliott
State Capitol Director

4. Laura Kroeger
Associate

5. Sean McReynolds
Associate

Resumes for each member of the proposed team can be found on the following pages.



Christopher Townsend, President: Christopher founded TPA in 1998 and has over 37 years of experience in public affairs, legislative advocacy, and grant writing. Christopher and TPA have represented 308 clients, including 238 local public agencies, such as cities, counties, transportation agencies, water and sanitation districts, school districts, community college districts, park and recreation districts, and other special districts, as well as nonprofit organizations.

Townsend Public Affairs, Inc.

President

1998-Present

Christopher provides leadership to a team of 16 professionals and manages the development and implementation of strategies for client agendas. Some achievements include:

- Under Christopher's leadership, TPA has shepherded **over 80** legislative and regulatory proposals into law over a wide range of policy areas, including local governance, water and sanitation, transportation, education, housing and economic development, parks and natural resources, historical and cultural resources, and public safety. The bipartisan capabilities of the firm are demonstrated by legislative successes over the tenure of several federal and state administrations, including: President George W. Bush, Barack Obama, Donald Trump, and Governors Pete Wilson, Gray Davis, Arnold Schwarzenegger, Jerry Brown and Gavin Newsom.
- Christopher has developed close working relationships with several key members of Congress with respect to transportation infrastructure policy and funding, natural resources policy and funding, and agriculture policy and funding, including Senators Dianne Feinstein and Kamala Harris, as well as the following representatives: Mike Levin, Alan Lowenthal, John Garamendi, Katie Hill, Eric Swalwell, Paul Cook, Mark DeSaulnier, Gil Cisneros, Katie Porter, Harley Rouda and Grace Napolitano.
- Christopher and his team have secured over **\$1.6 billion** in local, regional, state, and federal government grants as well as private and nonprofit grants for a multitude of legacy projects in the policy sectors of water and sanitation, transportation, education, housing and economic development, parks and natural resources, historical and cultural resources, and public safety.
- Christopher and TPA have participated in the development and implementation of several California bond propositions for the statewide ballot to provide capital funding for major infrastructure projects, including water and sanitation, transportation, education, housing and economic development, parks and natural resources, and historical and cultural resources, including Propositions 1, 1B, 1C, 1D, 1E, 12, 13, 14, 40, 47, 50, 55, 68 and 84. Most recently, Christopher worked closely with the State Legislature and the Governor's office on the drafting of SB 5 (De Leon), which authorized a **\$4 billion** park bond that was approved on the November 2018 statewide ballot as Proposition 68.
- In 2002, Christopher was personally requested by Oakland Mayor Jerry Brown to help him secure funding for three of his priority projects for the City of Oakland: the establishment of the Oakland Military Institute (OMI), the creation of a permanent facility for the Oakland School of the Arts (OSA), and the renovation and restoration of the historic Fox Theater. Under Christopher's leadership, TPA secured over **\$24.5 million** for all three projects.

- In 1997, Christopher was appointed by Assembly Speaker Cruz Bustamante to serve on the California Film Commission.
- In 1999, Christopher was appointed by Assembly Speaker Antonio Villaraigosa to serve on the Speaker's Commission on State and Local Government Finance.

PepsiCo/Taco Bell Corp., Irvine, CA

Senior Director, Government & Community Affairs

1992-1998

Christopher managed and directed government and media relations, crisis management, internal communications, and marketing publicity. Christopher also managed the political action committee for state and federal political races. Additionally, Christopher managed community relations initiatives, corporate philanthropy, and the Taco Bell Foundation.

Stein-Brief Group, Inc., Dana Point, CA

Vice President, Public Affairs

1982-1992

Christopher directed government, community, and media relations at the level, state, and federal levels, including the management of all political, civic, charitable, and cultural activities. Christopher provided land-use planning and entitlement process analysis for domestic and international projects. Christopher also managed activities with numerous state and federal agencies to ensure compliance with all applicable laws and regulations governing land use. Finally, Christopher created and directed a political action committee that supported various local, state, and federal candidates and ballot initiatives.

JFK School of Government, Harvard University, Cambridge, MA

Master of Public Administration

1991

Claremont McKenna College, Claremont, CA

Bachelor of Arts, Political Science, Magna cum Laude, Political Science Honors Prize 1982

Coro Fellow

Southern California

1981

Harry S Truman Scholar

California

1980



Cori Williams, Senior Director: Cori brings 11 years of legislative advocacy and public policy experience to TPA. Cori has extensive experience writing grants for various local, regional, state, and federal opportunities. Cori has expertise in the policy sectors of water resources, infrastructure, sanitation, local governance, transportation, parks and recreation, and economic development.

Townsend Public Affairs, Inc.

Southern California Senior Director

2011-Present

Throughout her tenure at TPA, Cori has been responsible for securing millions in competitive grant funds for local public agency clients. In addition to her expertise on municipal and water infrastructure issues, Cori has a strong network of relationships with State Legislators, key staff, various state agencies, and the County of Orange. Cori's funding and policy experience, as well as her network of relationships, makes her an effective advocate for clients. Some of Cori's accomplishments include the following:

- Leveraging relationships with the State Legislature, Cori secured an earmark in the FY17-18 State Budget in the amount of **\$20 million** to form the North Orange County Public Safety Task Force. This Task Force will serve six TPA clients: the cities of Anaheim, Brea, Buena Park, Fullerton, Placentia, and Stanton. These cities will be able to facilitate regional collaborative efforts to combat homelessness, youth violence, and other critical public safety issues in the region.
- Cori worked with local public agency clients to secure over **\$1 million** in Sustainable Communities Planning Grants from the Strategic Growth Council. Cori worked closely with the Strategic Growth Council staff throughout the development and implementation of the grant program and wrote numerous successful applications for TPA clients.
- Cori worked with the City of Brea to secure over **\$10 million** from local, state, and federal sources for the Tracks at Brea project. The project is a four-mile multi-use rail to trail project that will traverse the City. Funding sources include: the US Environmental Protection Agency, California Natural Resources Agency, Strategic Growth Council, California Transportation Commission, and the Southern California Association of Governments.
- Cori worked with the Fremont Basin, located in the Lahontan Hydrologic region, to draft a Department of Water Resources Regional Acceptance Process Application to be accepted as an Integrated Regional Water Management (IRWM) region. The overriding water management issue for the region was groundwater management and determining a long-term safe yield available to support development of existing lots. There were also prevailing water and sewer infrastructure needs as many developed parcels have inadequate water supply lines or lacking public sewers. The approved acceptance of this region into the IRWM allowed the Fremont Basin to seek funding through the Department of Water Resources.

County of Orange, Board of Supervisors*Policy Advisor for Supervisor John Moorlach*

2010

Cori served as a policy advisor for, then-County of Orange Supervisor (and who is now a Senator in the State Legislature). Cori was responsible for research, analysis, and subsequent recommendations of all policy issues relating to Orange County Public Works as well as state and federal legislation. Cori served as a liaison between the Supervisor and County staff, constituents, and community groups.

Tom Campbell for US Senate Campaign

2010

Cori reported to campaign's Director for Research and Policy. Cori drafted Mr. Campbell's "Statement for Financial Services Reform."

Chapman University, Orange, CA*Master of Public Administration*

2014

Claremont McKenna College, Claremont, CA*Bachelor of Arts Economics and Government with Leadership Sequence*

2011



Casey Elliott, State Capitol Director: Casey brings 18 years of legislative and public policy experience to TPA. Casey develops and implements legislative strategies for local public agency clients throughout California. Casey maintains relationships with key members and staff of the State Legislature, the Administration, and select state agencies. Casey has expertise in the policy sectors of municipal finance, budget, redevelopment, education, local governance, water resources, parks and recreation, and cultural resources.

Townsend Public Affairs, Inc.
State Capitol Director

2006-Present

As State Capitol Director, Casey oversees a team of 11 TPA lobbyists registered with the California Secretary of State. Casey has been responsible for developing and implementing the advocacy strategies that transformed dozens of client-sponsored bills into law. He also provides timely expert analysis of legislative and budget proposals introduced each legislative session for their potential effect on TPA clients. Some of Casey's accomplishments include:

- Casey designed the legislative strategy for the City of Santa Ana to secure a direct funding allocation in the FY 2018-19 State Budget in the amount of **\$4 million** to upgrade water infrastructure within the City. Casey worked with the City's legislative delegation, staff from the Assembly and Senate Budget Committees, and the Department of Finance to ensure funding was included in the State Budget for the City of Santa Ana to install advanced water metering infrastructure in the City. This funding will allow the City's water customers to have real-time access to their water usage, which will help facilitate water conservation and reduce customers' utility bills.
- Casey helped the Newhall County Water District co-sponsor SB 634 (Wilk) which established a new water district to serve as the primary water wholesaler and retailer for the Santa Clarita Valley. Casey coordinated efforts with the other impacted water agencies and stakeholders to develop a coalition of local support for the legislation. The legislation, which contained the enabling act for the new district as well as provisions that allowed for a modified LAFCO process, was approved by the Legislature and signed into law by Governor Brown.
- Through his work with the Department of Finance, the Legislature, and the Office of the Governor, Casey has been able to lessen the impact of RDA dissolution on TPA clients. Specific outcomes include: having over **\$30 million** in projects in Santa Ana, Brea, and Hayward recognized as enforceable obligations; facilitating accelerated transfer of former RDA assets in Buena Park to allow for new development; and the passage of legislation to allow expenditure of certain development agency bond proceeds.
- Casey helped the Orange County Water District sponsor the first legislation in the nation, AB 2022 (Gordon), that would allow for the bottling of treated recycled water. Casey worked with the Legislature throughout the legislative process and gained support for the bill to ensure its successful passage. The bill was signed into law, thus allowing for the limited bottling of highly treated recycled water produced by the District's Groundwater Replenishment System.

- Casey helped the Rancho Santiago Community College District and Coast Community College District secure over **\$68 million** in funding through the State Budget for three capital outlay facilities projects. Casey worked with the districts' legislative delegation, budget committee staff, and the Community College Chancellor's Office to advocate for the priority budget items, including having the projects recommended for funding by the Board of Governors of the California Community Colleges. The funding for these three projects will allow for the design and construction of three new buildings that will provide state of the art learning environments for community college students in Orange County.

Assemblyman Tom Umberg

Legislative Assistant

2006

Casey managed legislation for the Member, including education, workers' compensation, and school facilities measures. Casey staffed the Member on the Assembly Education committee. He also worked closely with legislative staff, committee consultants, state agencies, and interested parties on legislation. In addition, he advised the Member and Chief of Staff on pending legislation.

Secretary of State

Legislative Coordinator

2005-2006

Casey briefed the Secretary of State and senior staff members on legislation affecting the agency. Casey worked with Division Chiefs, senior staff members, and the Secretary of State to develop legislative positions for the agency. Casey also worked with Department of Finance, state agencies, and other interested parties on issues that affected the Secretary of State. In addition, he researched and drafted legislative proposals for the agency.

Secretary of State

Legislative Analyst

2003-2005

Casey assisted in the research and development of legislation. Casey drafted legislative documents/amendments and advocated positions adopted by the Secretary of State. In addition, Casey worked closely with the State Legislature, Governor's Office staff, committee consultants, Department of Finance, state agencies, and other interested parties on issues that affected the Secretary of State. Some of Casey's special projects included staffing various taskforces, assisting in the development of spending plans for legislatively mandated programs, legislative correspondence, and election-night support.

Office of the Governor

Senior Legislative Assistant

2000-2003

Casey chaptered all bills that the Governor signed and he processed all vetoed measures. Casey worked closely with the Secretary of State, Chief Clerk of the Assembly, and the Secretary of the Senate throughout the bill chaptering process. Casey also supervised a staff of 10 personnel during the creation and assembly of up to 1500 bill files presented to the Governor.

University of California, Davis

Bachelor of Arts, Political Science

2000



Laura Kroeger, Associate: Laura brings eight years of federal government affairs and public policy experience. Laura has experience managing legislative activity, including bill analysis and research, particularly for federal funding opportunities. Laura has expertise in several policy sectors including education, water resources, environmental hazards, agriculture, healthcare, defense, foreign affairs, and resources for veterans.

Townsend Public Affairs, Inc.
Associate

2016-Present

Since joining TPA, Laura keeps clients informed of significant actions and pertinent developments in the federal government, and strategizes on ways in which to influence and enact changes in Washington that have concrete results for clients. Some of Laura's accomplishments include:

- Laura has identified new and previously-underutilized federal grants for the benefit of TPA clients. She has leveraged her relationships with key grant officials at various federal agencies to ascertain their specific priorities and buzz words required for successful grant applications. Laura then leverages that information to help TPA federal clients develop and submit more competitive federal grant applications and then provide more effective tailored advocacy to secure funding awards.
- Laura has facilitated numerous Washington DC visits for local governments. Laura ensures that elected officials and key staff can collaborate with Members of the California congressional delegation and key officials in the Administration. For example, Laura secured speaking roles for representatives from the City of Oakland in major events hosted by the President's Administration, such as the US Department of Transportation Summit and White House Tech Conference. Laura has also developed relationships with the new officials at the White House Office of Intergovernmental Affairs.
- Utilizing her knowledge of congressional procedure, Laura has developed and executed federal legislative and funding agendas on behalf of clients, such as the introduction of federal legislation to authorize federal land conveyance on behalf of the City of Tulare and the preservation of vital public safety funding through the Community Oriented Policing Services (COPS) program for the City of Oakland.

US Department of Defense, Office of Warrior Care Policy
Legislative Analyst

2013-2016

Laura advised the Deputy Assistant Secretary of Defense and Directors of Disability Evaluation and Recovery Coordination on legislative strategy and congressional interactions. Informed by congressional experience, Laura conducted extensive research and was consistently aware of Congressional members' attitudes and daily legislative action. Laura oversaw legislative language, proposals, requests, and reports relating to the evaluation and care of wounded, ill, and injured service members. Laura also recommended legislative changes to proposed or enacted legislation. Additionally, Laura prepared the Deputy Assistant Secretary of Defense for Congressional testimony. Laura compiled briefing materials for preparation sessions and independent study. Laura also composed informational papers, letter responses, overviews, PowerPoint slides, committee summaries, talking points, reports, and memoranda.

US Senate, Office of Senator Dianne Feinstein*Legislative Intern, Staff Assistant, Legislative Correspondent**2010-2013*

Laura composed, documented, and tracked office correspondence about agriculture and environment issues. Laura drafted memoranda, reports, and other informational documents for Senator Feinstein and senior staff that informed legislative positions and language. Laura coordinated with California government, local governments, community leaders, and industry experts to address constituent problems. Laura also received and documented messages, queries, and complaints from constituents, and categorized and assigned responses to constituent mail.

City of Sacramento, Office of Mayor Kevin Johnson*Press Intern**2009*

Laura spearheaded the reorganization of the press office computerized filing system, including the construction and implementation of a wiki to serve as an online document database. Laura prepared documents and venues for media-attended events and provided direct support to press secretary in press conferences, interviews, and other media interactions.

US Senate, Senate Commerce, Science & Transportation Committee*Committee Intern**2009*

Laura compiled reports on committee hearings, prepared documents and committee room for hearings and meetings, and arranged daily news briefs for Chairman Rockefeller, committee director, and staff from both committee and personal offices.

University of California, Davis*Bachelor of Arts, International Relations and Film Studies**2011*



Sean McReynolds, Associate: Sean brings over five years of government affairs experience to TPA. Sean has both state and federal legislative experience in areas such as healthcare, foreign affairs, water, natural resources, environment, veterans, budget, education, and agriculture. Sean has a strong network with staff and members of the Orange County Legislative Delegation, cities, and community-based organizations.

Townsend Public Affairs, Inc.
Associate

2019-Present

Since joining TPA, Sean has worked with clients to develop their legislative advocacy agenda at both the state and federal levels. He has also helped to identify state and federal funding opportunities to achieve client objectives.

- Sean has worked to build advocacy tools for clients such as legislative tracking matrices, policy issue summaries, and fact sheets. These tools allow clients to develop a successful advocacy strategy to achieve positive government actions in Sacramento and Washington, D.C.
- Sean helped connect several clients with key federal officials to explore new funding opportunities and develop strategic partnerships to strengthen client relations with Washington, D.C. Sean has also helped many of our clients identify new ways to expand their business locally, nationally, and abroad.
- Sean has provided expert analysis and feedback on a variety of policy issues for our clients. He has written letters and official correspondence to bring client concerns to the attention of decision makers in Sacramento while helping navigate the legislative process.

CalOptima
Senior Policy Analyst

2016-2018

Sean was responsible for helping implement CalOptima's legislative agenda, strengthening relations with elected officials at every level of government, and maintaining the agency's positive image in the community. Sean also worked with trade associations, lawmakers, and government agencies to further the agency's goals and objectives.

U.S. House of Representatives, Congressman Ed Royce
Legislative Assistant/House Foreign Affairs Committee Liaison

2012-2015

Sean worked for Rep. Ed Royce in Washington D.C. for three years and was responsible for managing a legislative portfolio, advising the Congressman on policy recommendations, and coordinating communications between the D.C. and California offices on House Foreign Affairs Committee actions.

California State University, Fullerton
Bachelor of Arts, Political Science

2012

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 06/18/2019

SUBJECT: Monthly Report of Investments for the City of Brea for Period Ending April 30, 2019

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is in accordance with Government Code Section 53607 and contains information on the investment activities for the month of April. Cash for day-to-day activities is deposited in the demand and interest-bearing checking accounts. The Local Agency Investment Fund (LAIF) is used for short term investment and functions like a savings account.

The City's managed investment portfolio is for longer-term investments which are managed through Chandler Asset Management. Together, the short and long-term investment accounts represent the City's investment portfolio. Attachment A includes a Portfolio Summary, Holdings Report, Book Value Report and Compliance with Investment Policy Statement prepared by Chandler Asset Management for the invested funds. The book value is the cost, plus or minus amortization/accretion.

As of April 30, 2019, the total market value of the managed investment portfolio, including accrued interest, was \$74,116,987.07 as compared to \$59,011,378.37 at March 31, 2019. The weighted average investment yield for April 2019 was 2.22%, which was slightly higher than the prior month. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of \$24,526,855.24 at April 30, 2019. This brings the total value of the City's investment portfolio as of April 30, 2019 to \$98,643,842.31 as compared to \$91,968,656.56 at March 31, 2019.

Restricted cash and investments are held in the post-employment benefits trust account administered by PARS (PARS account) and managed by HighMark Capital and the City's various bond reserve accounts which are managed by Chandler Asset Management.

Attachment A includes a monthly statement from US Bank for the PARS account as well as a portfolio report from Chandler Asset Management for each bond reserve account that is invested.

As of April 30, 2019, the market value of the PARS account, including short-term cash and accrued interest was \$7,733,595.90 as compared to \$7,558,326.38 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest was \$5,144,579.12 in comparison to \$5,226,604.20 from the prior month.

All City investments are GASB rated No. 1, where the custodian (The Bank of New York Mellon Trust Company, N.A.) acts as an agent of the City, and is not a counter party to the investment

transaction, and all securities are held in the name of the City of Brea. The custodial account at Bank of New York and account records with Chandler Asset Management have been reconciled to par value for the month. The City of Brea has sufficient cash flow to meet its expected expenditures for the next six months.

FISCAL IMPACT/SUMMARY

During the month of April, the total value of the City's investment portfolio increased by \$6,675,185.75. This is primarily due receipt of sales tax and property taxes during the month. The City's PARS account increased by \$175,269.52 due to market rate adjustments and the City's bond reserve accounts decreased by \$82,025.08 primarily due to a debt service payment for the 2010 Lease Revenue Bonds.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A

City of Brea
Cash and Investment Information
April 30, 2019

		Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$ 1,558,874.06	\$ 1,558,874.06
Local Agency Investment Fund	LAIF	\$ 24,474,522.75	\$ 24,526,855.24
Managed Investment Portfolio - CHANDLER	Chandler	\$ 73,858,082.09	\$ 74,116,987.07
PARS Post-Employment Benefits Trust**	US Bank	\$ 7,185,501.57	\$ 7,733,595.90
<u>Fiscal Agent Cash & Investments**</u>			
2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1)	Chandler/BNY	\$ 462,800.63	\$ 463,458.47
2009 Water Revenue Bonds	Chandler/BNY	\$ 2,116,041.35	\$ 2,085,291.26
2010 Water Revenue Bonds	Chandler/BNY	\$ 1,491,396.52	\$ 1,472,893.18
2010 Lease Revenue Bonds	Chandler/BNY	\$ 270,452.21	\$ 266,505.28
2014 Downtown Brea Public Improvements CFD Bonds	Chandler/BNY	\$ 169,473.02	\$ 169,473.02
2014 Water Revenue Bonds	Chandler/BNY	\$ 315.04	\$ 315.04
2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	\$ 673,024.99	\$ 686,642.87
Sub-total - Fiscal Agent Cash & Investments		\$ 5,183,503.76	\$ 5,144,579.12
Report Grand Total		\$ 112,260,484.23	\$ 113,080,891.39

* Includes accrued interest on invested funds

** Reserve Fund

City of Brea
Cash and Investment Information
 April 30, 2019

Fiscal Agent Cash & Investments Detail		Cost Value	Market Value
10103	2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1) - CHANDLER	\$ 458,917.25	\$ 459,575.09
	Short-Term Treasury Funds - BNY	\$ 3,883.38	\$ 3,883.38
	Sub-total	\$ 462,800.63	\$ 463,458.47
10073	2009 Water Revenue Bonds - CHANDLER	\$ 1,971,110.61	\$ 1,940,360.52
	Short-Term Treasury Funds - BNY	\$ 144,930.74	\$ 144,930.74
		\$ 2,116,041.35	\$ 2,085,291.26
10128	2010 Water Revenue Bonds - CHANDLER	\$ 1,388,548.56	\$ 1,370,045.22
	Short-Term Treasury Funds - BNY	\$ 102,847.96	\$ 102,847.96
	Sub-total	\$ 1,491,396.52	\$ 1,472,893.18
10129	2010 Lease Revenue Bonds - CHANDLER	\$ 270,371.37	\$ 266,424.44
	Short-Term Treasury Funds - BNY	\$ 80.84	\$ 80.84
	Sub-total	\$ 270,452.21	\$ 266,505.28
	2014 Downtown Brea Public Improvements CFD Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 169,473.02	\$ 169,473.02
	Sub-total	\$ 169,473.02	\$ 169,473.02
	2014 Water Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 315.04	\$ 315.04
	Sub-total	\$ 315.04	\$ 315.04
10600	2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - CHANDLER	\$ 656,661.09	\$ 670,278.97
	Short-Term Treasury Funds - BNY	\$ 16,363.90	\$ 16,363.90
	Sub-total	\$ 673,024.99	\$ 686,642.87
Report Grand Total		\$ 5,183,503.76	\$ 5,144,579.12

Portfolio Summary

As of April 30, 2019



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	2.45%
Average Purchase YTM	2.45%
Average Market YTM	2.45%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 3/31/19	End Values as of 4/30/19
Market Value	32,782,222	24,474,523
Accrued Interest	175,056	52,332
Total Market Value	32,957,278	24,526,855
Income Earned	61,813	69,577
Cont/WD		-8,500,000
Par	32,782,222	24,474,523
Book Value	32,782,222	24,474,523
Cost Value	32,782,222	24,474,523

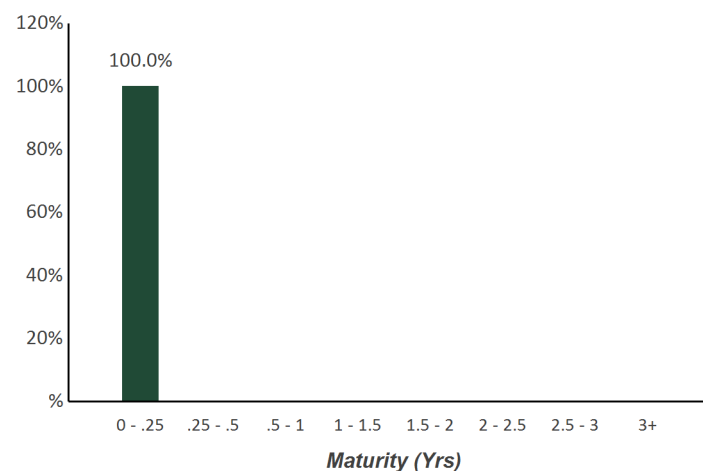
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

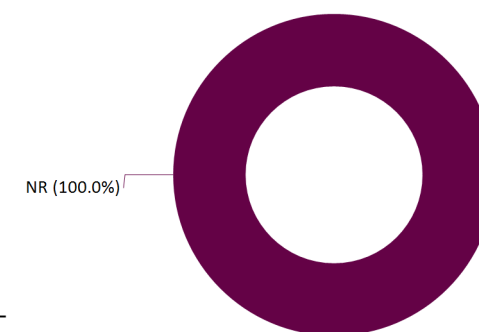
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized								
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	2/28/2012
City of Brea Laif	0.26%	0.66%	0.89%	2.35%	1.78%	1.40%	0.97%	N/A	N/A

Holdings Report

As of April 30, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	24,474,522.75	Various 2.45%	24,474,522.75 24,474,522.75	1.00 2.45%	24,474,522.75 52,332.49	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		24,474,522.75	2.45%	24,474,522.75	2.45%	24,474,522.75 52,332.49	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO				24,474,522.75 24,474,522.75	2.45%	24,474,522.75 52,332.49	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						24,526,855.24			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.10
Average Coupon	2.14%
Average Purchase YTM	2.22%
Average Market YTM	2.44%
Average S&P/Moody Rating	AA+/Aa1
Average Final Maturity	2.33 yrs
Average Life	2.21 yrs

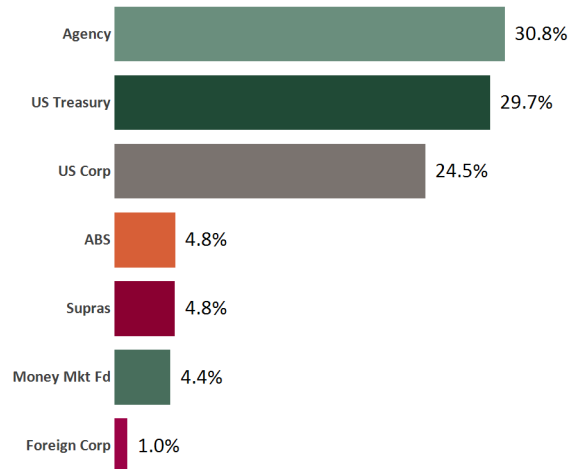
ACCOUNT SUMMARY

	Beg. Values as of 3/31/19	End Values as of 4/30/19
Market Value	58,753,793	73,798,983
Accrued Interest	257,585	318,004
Total Market Value	59,011,378	74,116,987
Income Earned	106,238	107,281
Cont/WD		15,000,000
Par	59,070,423	74,066,989
Book Value	58,908,701	73,955,564
Cost Value	58,815,591	73,858,082

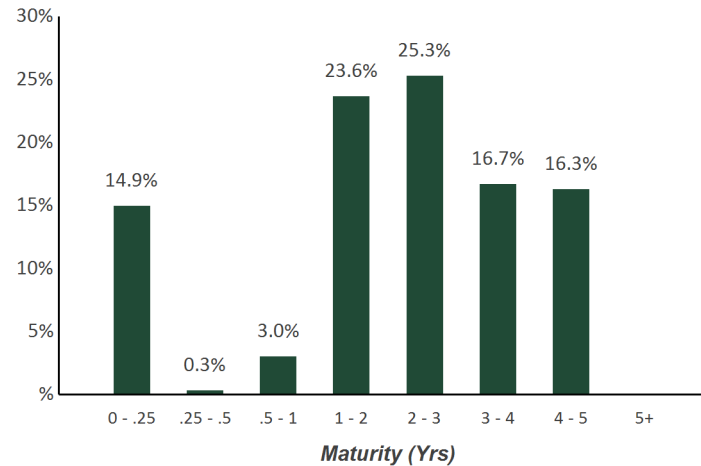
TOP ISSUERS

Government of United States	29.7%
Federal National Mortgage Assoc	13.9%
Federal Home Loan Bank	11.3%
Federal Home Loan Mortgage Corp	5.6%
Fidelity Institutional Treasury	4.4%
Inter-American Dev Bank	4.2%
American Express ABS	1.4%
Deere & Company	1.3%
Total	71.8%

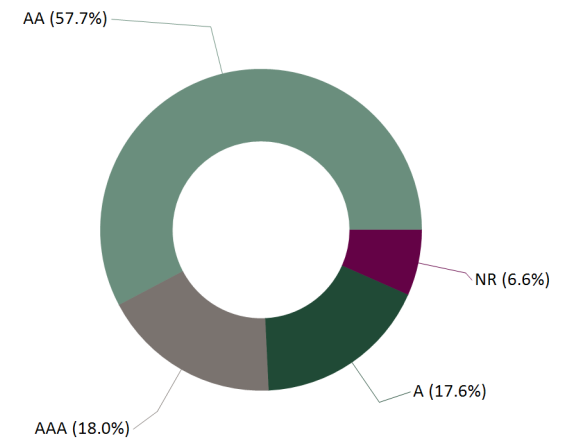
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	4/30/1996
City of Brea	0.11%	1.06%	1.55%	3.77%	1.69%	1.31%	1.49%	1.87%	3.82%
ICE BAML 1-5 Yr US Treasury/Agency Index*	0.16%	1.05%	1.38%	3.66%	1.44%	1.04%	1.27%	1.53%	3.45%
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	0.17%	1.10%	1.51%	3.76%	1.55%	1.16%	1.38%	1.82%	N/A

*ICE BAML 1-Yr US Treasury Bill Index to 9/30/01,

Statement of Compliance

As of April 30, 2019

ATTACHMENT A



City of Brea

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

Category	Standard	Comment
Treasury Issues	No limitations	Complies
US Agencies	25% per issuer	Complies
Supranationals	"AA" rated by a NRSRO; 15% maximum; 5% max per issuer	Complies
Municipal Securities	5% max issuer	Complies
Banker's Acceptances	40% maximum; 5% max issuer; 180 days max maturity	Complies
Commercial Paper	A-1/P-1 by S&P and Moody's; 25% maximum; 5% max per issuer; 270 days max maturity	Complies
Certificates of Deposit(CDs)/ Time Deposits (TDs)	5% max issuer; FDIC Insured and/or Collateralized	Complies
Negotiable CDs	30% maximum; 5% max per issuer	Complies
Medium Term Notes	"A" rated or better by a NRSRO; 30% maximum; 5% max per issuer	Complies
Pass Through Securities, Asset-Backed Securities (ABS), CMOs	"AA" or higher by a NRSRO; "A" rated issuer by a NRSRO; 20% maximum (combined), 10% maximum (ABS); 5% max per issuer; CMOs must pass FFIEC test	Complies
Money Market Funds	Highest rating by two NRSROs; 20% maximum; 5% max per fund	Complies
LAIF	40%;<60%, with OCIP	Complies
OCIP	40%;<60%, with LAIF	Complies
Repurchase Agreements	5% max issuer; 1 year max maturity	Complies
Range notes	Prohibited	Complies
Interest-only strips	Prohibited	Complies
Zero interest accruals	Prohibited	Complies
Agency Callable notes	5% maximum	Complies
Max Per Issuer	5% per issuer for all non government issuers and agencies	Complies
Maximum Maturity	5 years	Complies



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$58,908,701.45
<u>Acquisition</u>		
+ Security Purchases	\$12,014,278.45	
+ Money Market Fund Purchases	\$218,197.47	
+ Money Market Contributions	\$15,000,000.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$27,232,475.92
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$12,047,215.61	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$143,415.54	
Total Dispositions		\$12,190,631.15
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$5,017.47	
		\$5,017.47
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$73,955,563.69

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$97,957.32
<u>Acquisition</u>		
Contributions	\$15,000,000.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$74,300.75	
Dividend Received	\$481.18	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$143,415.54	
Total Acquisitions	\$15,218,197.47	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$12,014,278.45	
Accrued Interest Paid	\$32,937.16	
Total Dispositions	\$12,047,215.61	
ENDING BOOK VALUE		\$3,268,939.18

Holdings Report

As of April 30, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
47788MAC4	John Deere Owner Trust 2016-A A3 1.36% Due 4/15/2020	1,809.10	02/23/2016 1.37%	1,808.81 1,809.03	99.94 3.31%	1,807.94 1.09	0.00% (1.09)	Aaa / NR AAA	0.96 0.03
89238BAB8	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	341,228.50	01/23/2018 2.12%	341,193.64 341,209.69	99.85 2.67%	340,727.53 318.48	0.46% (482.16)	Aaa / AAA NR	1.46 0.26
654747AD6	Nissan Auto Receivables 2017-A A3 1.74% Due 8/16/2021	403,288.57	12/27/2017 2.10%	400,720.76 401,665.78	99.52 2.57%	401,345.52 292.38	0.54% (320.26)	Aaa / NR AAA	2.30 0.58
43811BAC8	Honda Auto Receivables 2017-2 A3 1.68% Due 8/16/2021	372,002.89	04/27/2018 2.62%	366,219.41 367,977.51	99.39 2.61%	369,752.26 277.76	0.50% 1,774.75	Aaa / AAA NR	2.30 0.66
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	126,720.79	07/11/2017 1.83%	126,711.51 126,715.41	99.47 2.64%	126,048.88 102.50	0.17% (666.53)	Aaa / NR AAA	2.46 0.65
47788CAC6	John Deere Owner Trust 2016-B A4 2.66% Due 4/18/2022	185,000.00	02/21/2018 2.68%	184,986.70 184,990.46	100.01 2.67%	185,011.84 218.71	0.25% 21.38	Aaa / NR AAA	2.97 1.13
43815HAC1	Honda Auto Receivables Owner 2018-3 A3 2.95% Due 8/22/2022	495,000.00	08/21/2018 2.98%	494,932.09 494,943.57	100.64 2.56%	498,192.26 405.63	0.67% 3,248.69	Aaa / NR AAA	3.32 1.59
02587AAJ3	American Express Credit 2017-1 1.93% Due 9/15/2022	1,050,000.00	Various 2.61%	1,039,535.16 1,041,463.13	99.50 2.59%	1,044,726.89 900.67	1.41% 3,263.76	Aaa / NR AAA	3.38 0.77
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	575,000.00	07/18/2018 3.10%	574,956.42 574,964.17	100.73 2.64%	579,218.76 787.11	0.78% 4,254.59	Aaa / NR AAA	3.55 1.60
Total ABS		3,550,049.85	2.61%	3,531,064.50 3,535,738.75	2.61%	3,546,831.88 3,304.33	4.79% 11,093.13	Aaa / AAA AAA	2.92 0.95
AGENCY									
3135G0A78	FNMA Note 1.625% Due 1/21/2020	1,000,000.00	Various 1.46%	1,008,032.32 1,001,180.01	99.42 2.43%	994,233.00 4,513.89	1.35% (6,947.01)	Aaa / AA+ AAA	0.73 0.71
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,250,000.00	05/28/2015 1.52%	1,241,437.50 1,248,257.99	98.95 2.44%	1,236,868.75 8,593.75	1.68% (11,389.24)	Aaa / AA+ AAA	1.01 0.98
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,030,000.00	Various 1.57%	1,026,700.60 1,029,217.85	98.98 2.41%	1,019,500.18 5,536.25	1.38% (9,717.67)	Aaa / AA+ AAA	1.15 1.12
3137EAEK1	FHLMC Note 1.875% Due 11/17/2020	450,000.00	11/21/2017 1.96%	448,833.97 449,395.08	99.34 2.31%	447,030.45 3,843.75	0.61% (2,364.63)	Aaa / AA+ AAA	1.55 1.50

Holdings Report

As of April 30, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,225,000.00	12/16/2015 1.90%	1,201,847.50 1,217,593.76	98.71 2.34%	1,209,177.90 7,707.29	1.64% (8,415.86)	Aaa / AA+ AAA	1.59 1.54
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,070,000.00	02/17/2016 1.46%	1,065,677.20 1,068,440.76	98.35 2.32%	1,052,311.83 2,983.37	1.42% (16,128.93)	Aaa / AA+ AAA	1.81 1.76
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,275,000.00	Various 1.46%	1,269,953.70 1,273,102.61	98.33 2.32%	1,253,669.25 3,165.36	1.70% (19,433.36)	Aaa / AA+ AAA	1.83 1.78
3135G0K69	FNMA Note 1.25% Due 5/6/2021	400,000.00	05/27/2016 1.48%	395,724.00 398,252.56	98.00 2.27%	392,007.20 2,430.56	0.53% (6,245.36)	Aaa / AA+ AAA	2.02 1.96
3135G0U35	FNMA Note 2.75% Due 6/22/2021	500,000.00	06/28/2018 2.70%	500,740.00 500,532.07	100.92 2.31%	504,611.00 4,927.08	0.69% 4,078.93	Aaa / AA+ AAA	2.15 2.05
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,285,000.00	10/04/2016 1.33%	1,273,126.60 1,279,513.15	97.44 2.32%	1,252,061.60 4,296.72	1.70% (27,451.55)	Aaa / AA+ AAA	2.21 2.15
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	1,250,000.00	08/30/2016 1.33%	1,237,737.50 1,244,340.38	97.43 2.29%	1,217,907.50 3,085.94	1.65% (26,432.88)	Aaa / AA+ AAA	2.29 2.23
3135G0N82	FNMA Note 1.25% Due 8/17/2021	1,285,000.00	Various 1.29%	1,282,305.71 1,283,730.33	97.69 2.29%	1,255,302.37 3,301.74	1.70% (28,427.96)	Aaa / AA+ AAA	2.30 2.24
3130AF5B9	FHLB Note 3% Due 10/12/2021	1,350,000.00	11/29/2018 2.91%	1,353,402.00 1,352,908.11	101.67 2.29%	1,372,605.75 2,137.50	1.85% 19,697.64	Aaa / AA+ NR	2.45 2.35
3135G0S38	FNMA Note 2% Due 1/5/2022	1,350,000.00	04/25/2017 1.92%	1,354,927.50 1,352,817.36	99.28 2.28%	1,340,290.80 8,700.00	1.82% (12,526.56)	Aaa / AA+ AAA	2.69 2.58
3135G0T45	FNMA Note 1.875% Due 4/5/2022	1,315,000.00	06/19/2017 1.88%	1,314,801.44 1,314,878.59	98.77 2.31%	1,298,845.23 1,780.73	1.75% (16,033.36)	Aaa / AA+ AAA	2.93 2.83
3130A3KM5	FHLB Note 2.5% Due 12/9/2022	775,000.00	08/28/2018 2.83%	764,808.75 766,406.23	100.65 2.31%	780,053.78 7,642.36	1.06% 13,647.55	Aaa / AA+ NR	3.61 3.40
3135G0T94	FNMA Note 2.375% Due 1/19/2023	1,000,000.00	03/14/2018 2.73%	984,140.00 987,822.75	100.28 2.29%	1,002,842.00 6,729.17	1.36% 15,019.25	Aaa / AA+ AAA	3.73 3.52
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	1,200,000.00	07/20/2018 2.86%	1,193,976.00 1,194,923.97	101.68 2.32%	1,220,209.20 12,100.00	1.66% 25,285.23	Aaa / AA+ AAA	4.14 3.86
313383YJ4	FHLB Note 3.375% Due 9/8/2023	1,200,000.00	10/29/2018 3.08%	1,215,756.00 1,214,138.63	104.11 2.38%	1,249,292.40 5,962.50	1.69% 35,153.77	Aaa / AA+ NR	4.36 4.03
3130A0F70	FHLB Note 3.375% Due 12/8/2023	1,075,000.00	Various 2.74%	1,106,057.50 1,104,193.54	104.41 2.36%	1,122,368.80 14,411.72	1.53% 18,175.26	Aaa / AA+ AAA	4.61 4.21

Holdings Report

As of April 30, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	1,500,000.00	04/29/2019 2.37%	1,500,105.00 1,500,104.94	100.04 2.37%	1,500,637.50 5,244.79	2.03% 532.56	Aaa / AA+ NR	4.86 4.55
Total Agency		22,785,000.00	2.03%	22,740,090.79 22,781,750.67	2.33%	22,721,826.49 119,094.47	30.82% (59,924.18)	Aaa / AA+ AAA	2.67 2.53
FOREIGN CORPORATE									
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	750,000.00	03/26/2019 2.97%	759,495.00 759,316.64	101.49 2.92%	761,156.25 3,385.42	1.03% 1,839.61	Aa3 / A AA-	4.87 4.46
Total Foreign Corporate		750,000.00	2.97%	759,495.00 759,316.64	2.92%	761,156.25 3,385.42	1.03% 1,839.61	Aa3 / A AA-	4.87 4.46
MONEY MARKET FUND FI									
316175884	Fidelity Institutional Money Market Fund 696	3,268,939.18	Various 2.08%	3,268,939.18 3,268,939.18	1.00 2.08%	3,268,939.18 0.00	4.41% 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund FI		3,268,939.18	2.08%	3,268,939.18 3,268,939.18	2.08%	3,268,939.18 0.00	4.41% 0.00	Aaa / AAA NR	0.00 0.00
SUPRANATIONAL									
4581X0CX4	Inter-American Dev Bank Note 1.625% Due 5/12/2020	1,065,000.00	04/05/2017 1.70%	1,062,475.95 1,064,154.91	99.15 2.46%	1,055,998.62 8,124.32	1.44% (8,156.29)	Aaa / AAA AAA	1.04 1.01
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	410,000.00	01/18/2018 2.35%	408,794.60 409,301.62	99.77 2.38%	409,069.30 2,460.00	0.56% (232.32)	Aaa / AAA NR	1.74 1.68
4581X0CW6	Inter-American Dev Bank Note 2.125% Due 1/18/2022	1,275,000.00	01/10/2017 2.15%	1,273,431.75 1,274,147.17	99.45 2.33%	1,268,034.68 7,751.82	1.72% (6,112.49)	Aaa / NR AAA	2.72 2.61

Holdings Report

As of April 30, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
SUPRANATIONAL									
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	800,000.00	Various 2.40%	777,732.00 783,560.30	98.12 2.33%	784,954.40 1,827.78	1.06% 1,394.10	NR / NR AAA	3.38 3.24
Total Supranational		3,550,000.00	2.09%	3,522,434.30 3,531,164.00	2.38%	3,518,057.00 20,163.92	4.77% (13,107.00)	Aaa / AAA AAA	2.25 2.16
US CORPORATE									
40434CAC9	HSBC USA Inc Note 2.25% Due 6/23/2019	800,000.00	06/20/2017 1.99%	804,088.00 800,296.80	99.94 2.66%	799,488.80 6,400.00	1.09% (808.00)	A2 / A AA-	0.15 0.15
06406HCW7	Bank of New York Callable Note Cont 8/11/2019 2.3% Due 9/11/2019	205,000.00	Various 2.29%	205,079.26 205,004.09	99.91 2.55%	204,810.37 654.86	0.28% (193.72)	A1 / A AA-	0.37 0.36
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	735,000.00	01/26/2015 2.17%	734,204.40 734,880.42	99.60 2.69%	732,049.71 3,994.52	0.99% (2,830.71)	A2 / A- A+	0.75 0.73
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	465,000.00	02/05/2015 1.77%	464,511.75 464,922.37	99.32 2.62%	461,841.26 1,717.92	0.63% (3,081.11)	Aa3 / A+ NR	0.80 0.78
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	750,000.00	06/11/2015 2.49%	741,693.75 748,223.38	99.52 2.72%	746,380.50 7,546.88	1.02% (1,842.88)	A2 / A- NR	1.06 1.02
437076BQ4	Home Depot Note 1.8% Due 6/5/2020	330,000.00	05/24/2017 1.82%	329,808.60 329,929.97	99.12 2.62%	327,100.95 2,409.00	0.44% (2,829.02)	A2 / A A	1.10 1.07
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	325,000.00	10/29/2015 2.02%	324,740.00 324,921.44	99.33 2.45%	322,837.45 3,213.89	0.44% (2,083.99)	Aaa / AAA AA+	1.52 1.46
00440EAT4	Chubb INA Holdings Inc Callable Note Cont 10/3/2020 2.3% Due 11/3/2020	800,000.00	02/06/2017 2.16%	803,768.00 801,473.82	99.50 2.64%	795,984.80 9,097.78	1.09% (5,489.02)	A3 / A A	1.52 1.46
78012KKU0	Royal Bank of Canada Note 2.5% Due 1/19/2021	700,000.00	01/24/2018 2.64%	697,130.00 698,342.30	99.87 2.58%	699,073.20 4,958.33	0.95% 730.90	Aa2 / AA- AA	1.73 1.66
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	875,000.00	Various 1.97%	884,992.10 878,832.12	99.43 2.54%	870,044.00 3,240.42	1.18% (8,788.12)	Aaa / AA+ NR	1.84 1.78

Holdings Report

As of April 30, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US CORPORATE									
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	315,000.00	05/24/2017 2.12%	322,663.95 318,753.89	100.24 2.66%	315,756.63 1,396.50	0.43% (2,997.26)	A2 / A A	1.85 1.78
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	410,000.00	05/08/2018 3.24%	407,150.50 408,073.47	100.88 2.55%	413,608.00 5,808.33	0.57% 5,534.53	A2 / A+ NR	2.03 1.93
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	440,000.00	05/16/2016 1.96%	439,771.20 439,906.15	98.64 2.64%	434,008.96 3,861.00	0.59% (5,897.19)	A1 / A AA-	2.05 1.98
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	590,000.00	Various 1.57%	589,298.90 589,681.32	97.85 2.53%	577,335.65 2,108.43	0.78% (12,345.67)	Aaa / AAA AA+	2.28 2.21
68389XBK0	Oracle Corp Callable Note Cont 8/01/21 1.9% Due 9/15/2021	804,000.00	11/29/2016 2.40%	785,998.44 795,061.01	98.33 2.63%	790,593.30 1,951.93	1.07% (4,467.71)	A1 / AA- A	2.38 2.30
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	750,000.00	Various 3.16%	736,272.75 739,366.97	99.94 2.62%	749,549.25 5,958.33	1.02% 10,182.28	Aa3 / AA- A+	2.70 2.57
91159HHP8	US Bancorp Callable Cont 12/23/2021 2.625% Due 1/24/2022	390,000.00	01/19/2017 2.66%	389,329.20 389,633.01	99.92 2.66%	389,671.23 2,758.44	0.53% 38.22	A1 / A+ AA-	2.74 2.60
674599CK9	Occidental Petroleum Callable Note Cont 3/15/2022 2.6% Due 4/15/2022	700,000.00	06/18/2018 3.27%	683,298.00 687,069.42	99.37 2.82%	695,576.00 808.89	0.94% 8,506.58	A3 / A A	2.96 2.82
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	890,000.00	07/25/2017 2.45%	889,919.90 889,948.06	99.56 2.59%	886,056.41 5,632.96	1.20% (3,891.65)	A2 / A A+	3.25 3.08
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	700,000.00	11/29/2017 2.58%	688,156.00 691,664.33	98.16 2.78%	687,101.10 2,267.22	0.93% (4,563.23)	A1 / A A	3.36 3.20
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	925,000.00	Various 3.11%	919,202.75 920,685.76	100.05 2.95%	925,445.85 8,094.58	1.26% 4,760.09	A2 / A- AA-	3.72 2.56
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	650,000.00	Various 3.23%	637,699.50 640,020.73	100.15 2.76%	650,998.40 2,780.56	0.88% 10,977.67	A2 / A A	3.85 3.61
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	900,000.00	Various 3.18%	871,569.25 873,898.59	98.94 2.68%	890,420.40 10,680.00	1.22% 16,521.81	Aa1 / AA+ NR	4.01 3.75
097023BQ7	Boeing Co Callable Note Cont 4/15/2023 1.875% Due 6/15/2023	500,000.00	02/13/2019 2.98%	477,785.00 478,838.84	95.92 2.93%	479,623.50 3,541.67	0.65% 784.66	A2 / A A	4.13 3.90
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	904,000.00	04/26/2019 2.68%	928,769.60 928,752.94	102.74 2.68%	928,802.14 10,672.22	1.27% 49.20	Aa2 / AA AA	4.16 3.75

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As of April 30, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US CORPORATE									
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	225,000.00	07/11/2018 3.49%	224,610.75 224,672.42	102.73 2.76%	231,152.18 2,307.19	0.31% 6,479.76	A2 / A NR	4.21 3.86
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	560,000.00	08/06/2018 3.41%	559,770.40 559,803.72	101.07 3.13%	565,983.60 4,336.89	0.77% 6,179.88	A1 / A+ NR	4.28 3.93
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	550,000.00	10/03/2018 3.64%	549,549.00 549,599.14	103.59 2.76%	569,745.00 1,163.02	0.77% 20,145.86	A2 / A NR	4.45 4.09
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	900,000.00	Various 3.38%	905,512.00 905,401.94	101.46 3.14%	913,107.60 4,970.00	1.24% 7,705.66	A2 / A- A+	4.85 3.56
Total US Corporate		18,088,000.00	2.64%	17,996,342.95 18,017,658.42	2.72%	18,054,146.24 124,331.76	24.53% 36,487.82	A1 / A+ A+	2.68 2.43
US TREASURY									
912796VB2	US Treasury Bill 2.412% Due 5/14/2019	3,500,000.00	04/30/2019 2.45%	3,496,717.00 3,496,717.00	99.91 2.45%	3,496,717.00 234.50	4.72% 0.00	P-1 / A-1+ F-1+	0.04 0.04
912796QH5	US Treasury Bill 2.389% Due 5/23/2019	3,500,000.00	04/30/2019 2.43%	3,494,656.81 3,494,656.81	99.85 2.43%	3,494,656.81 232.31	4.72% 0.00	P-1 / A-1+ F-1+	0.06 0.06
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,250,000.00	09/29/2015 1.37%	1,250,394.81 1,250,107.22	98.71 2.36%	1,233,935.00 2,895.72	1.67% (16,172.22)	Aaa / AA+ AAA	1.34 1.31
912828L99	US Treasury Note 1.375% Due 10/31/2020	800,000.00	11/23/2015 1.71%	787,471.43 796,185.14	98.61 2.32%	788,906.40 29.89	1.06% (7,278.74)	Aaa / AA+ AAA	1.51 1.47
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,300,000.00	03/09/2016 1.40%	1,298,734.82 1,299,546.18	98.40 2.31%	1,279,229.90 4,444.06	1.73% (20,316.28)	Aaa / AA+ AAA	1.76 1.71
912828B90	US Treasury Note 2% Due 2/28/2021	1,250,000.00	04/26/2016 1.40%	1,285,111.61 1,263,293.53	99.47 2.30%	1,243,360.00 4,211.96	1.68% (19,933.53)	Aaa / AA+ AAA	1.84 1.78
912828Q37	US Treasury Note 1.25% Due 3/31/2021	800,000.00	12/13/2016 1.81%	781,471.43 791,728.32	98.08 2.28%	784,656.00 846.99	1.06% (7,072.32)	Aaa / AA+ AAA	1.92 1.88
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,300,000.00	11/09/2016 1.48%	1,278,016.07 1,289,125.04	97.41 2.23%	1,266,332.60 1,238.73	1.71% (22,792.44)	Aaa / AA+ AAA	2.42 2.36
912828F96	US Treasury Note 2% Due 10/31/2021	1,025,000.00	01/27/2017 1.94%	1,027,686.05 1,026,415.01	99.39 2.25%	1,018,793.63 55.71	1.37% (7,621.38)	Aaa / AA+ AAA	2.51 2.42
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,360,000.00	03/13/2017 2.14%	1,335,407.68 1,345,958.89	98.65 2.24%	1,341,618.24 4,009.78	1.82% (4,340.65)	Aaa / AA+ AAA	2.84 2.74

Holdings Report

As of April 30, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828XG0	US Treasury Note 2.125% Due 6/30/2022	1,100,000.00	08/15/2017 1.82%	1,115,601.34 1,110,143.50	99.64 2.24%	1,096,046.60 7,813.19	1.49% (14,096.90)	Aaa / AA+ AAA	3.17 3.03
912828L24	US Treasury Note 1.875% Due 8/31/2022	1,000,000.00	09/26/2017 1.87%	1,000,433.04 1,000,293.19	98.80 2.25%	987,969.00 3,158.97	1.34% (12,324.19)	Aaa / AA+ AAA	3.34 3.20
912828L57	US Treasury Note 1.75% Due 9/30/2022	1,240,000.00	10/17/2017 1.99%	1,226,243.75 1,230,504.54	98.36 2.25%	1,219,608.20 1,837.98	1.65% (10,896.34)	Aaa / AA+ AAA	3.42 3.29
912828N30	US Treasury Note 2.125% Due 12/31/2022	1,150,000.00	01/25/2018 2.46%	1,132,121.09 1,136,690.14	99.55 2.25%	1,144,789.35 8,168.34	1.56% 8,099.21	Aaa / AA+ AAA	3.67 3.48
912828B66	US Treasury Note 2.75% Due 2/15/2024	1,500,000.00	04/29/2019 2.31%	1,529,648.44 1,529,631.52	102.09 2.29%	1,531,407.00 8,546.27	2.08% 1,775.48	Aaa / AA+ AAA	4.80 4.45
Total US Treasury		22,075,000.00	2.02%	22,039,715.37 22,060,996.03	2.33%	21,928,025.73 47,724.40	29.65% (132,970.30)	Aaa / AAA AAA	1.88 1.80
TOTAL PORTFOLIO		74,066,989.03	2.22%	73,858,082.09 73,955,563.69	2.44%	73,798,982.77 318,004.30	100.00% (156,580.92)	Aa1 / AA+ AAA	2.33 2.10
TOTAL MARKET VALUE PLUS ACCRUED						74,116,987.07			

Book Value Report

As of April 30, 2019



MIG	Book Value	12 Months or Less	13 to 24 Months	25 to 60 Months	Total Holdings
ABS	\$3,535,738.75	\$2,006,140.83	\$1,529,597.92	\$0.00	\$3,535,738.75
Agency	\$22,781,750.67	\$1,001,180.01	\$6,286,008.05	\$15,494,562.61	\$22,781,750.67
Foreign Corporate	\$759,316.64	\$0.00	\$0.00	\$759,316.64	\$759,316.64
Money Market Fund FI	\$3,268,939.18	\$3,268,939.18	\$0.00	\$0.00	\$3,268,939.18
Supranational	\$3,531,164.00	\$0.00	\$1,473,456.53	\$2,057,707.47	\$3,531,164.00
US Corporate	\$18,017,658.42	\$2,205,103.68	\$4,100,476.92	\$11,712,077.82	\$18,017,658.42
US Treasury	\$22,060,996.03	\$6,991,373.81	\$5,400,860.39	\$9,668,761.83	\$22,060,996.03
TOTAL	\$73,955,563.69	\$15,472,737.51	\$18,790,399.81	\$39,692,426.37	\$73,955,563.69

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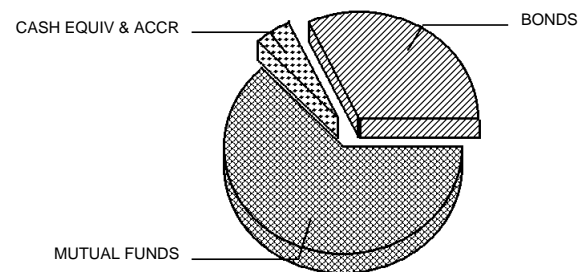
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ASSET SUMMARY

ASSETS	04/30/2019 MARKET	04/30/2019 BOOK VALUE	% OF MARKET
Cash And Equivalents	311,391.86	311,391.86	4.02
Corporate Issues	2,481,987.50	2,601,375.25	32.09
Mutual Funds-Equity	4,762,947.35	4,122,889.31	61.59
Mutual Funds-Fixed Income	151,274.93	149,845.15	1.96
Total Assets	7,707,601.64	7,185,501.57	99.66
Accrued Income	25,994.26	25,994.26	0.34
Grand Total	7,733,595.90	7,211,495.83	100.00

Estimated Annual Income **170,597.41**



ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cash And Equivalents						
Money Markets						
First Am Govt Ob Fd Cl Z 31846V567 Asset Minor Code 1	311,004.450	311,004.45 1.0000	311,004.45	.00 .00	593.72	2.31
Total Money Markets	311,004.450	311,004.45	311,004.45	.00 .00	593.72	2.31
Cash						
Cash		387.41	387.41			
Total Cash	.000	387.41	387.41	.00 .00	.00	0.00
Total Cash And Equivalents	311,004.450	311,391.86	311,391.86	.00 .00	593.72	2.30
Corporate Issues						
Apple Inc 2.850% 2/23/23 Standard & Poors Rating: AA+ Moody's Rating: Aa1 037833BU3 Asset Minor Code 28	150,000.000	150,966.00 100.6440	158,403.00	- 7,437.00 - 406.50	807.50	2.83
Bank Ny Mellon Mtn 5.450% 5/15/19 Standard & Poors Rating: A Moody's Rating: A1 06406HBM0 Asset Minor Code 28	200,000.000	200,206.00 100.1030	223,052.00	- 22,846.00 - 456.00	5,026.11	5.44

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Becton Dickinson 2.675% 12/15/19 Standard & Poors Rating: BBB Moody's Rating: Ba1 075887BE8 Asset Minor Code 28	100,000.000	99,778.00 99.7780	99,718.00	60.00 101.00	1,010.56	2.68
Cisco Systems Inc 2.900% 3/04/21 Standard & Poors Rating: AA- Moody's Rating: A1 17275RAP7 Asset Minor Code 28	200,000.000	201,334.00 100.6670	207,884.00	- 6,550.00 - 442.00	918.33	2.88
Gen Elec Cap Corp Mtn 6.000% 8/07/19 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 36962G4D3 Asset Minor Code 28	175,000.000	176,410.50 100.8060	200,947.25	- 24,536.75 - 255.50	2,450.00	5.95
Gen Elec Cap Corp Mtn 5.500% 1/08/20 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 36962G4J0 Asset Minor Code 28	200,000.000	203,464.00 101.7320	228,930.00	- 25,466.00 - 874.00	3,452.78	5.41
Intercontinental 3.750% 12/01/25 Standard & Poors Rating: A Moody's Rating: A2 45866FAD6 Asset Minor Code 28	100,000.000	104,354.00 104.3540	104,231.00	123.00 32.00	1,562.50	3.59
Jp Morgan Chase Co 2.700% 5/18/23 Standard & Poors Rating: A- Moody's Rating: A2 46625HRL6 Asset Minor Code 28	75,000.000	74,302.50 99.0700	74,970.75	- 668.25 35.25	916.88	2.73
Kimberly Clark Corp 2.750% 2/15/26 Standard & Poors Rating: A Moody's Rating: A2 494368BU6 Asset Minor Code 28	100,000.000	98,191.00 98.1910	103,111.00	- 4,920.00 - 97.00	580.56	2.80

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Medtronic Inc 3.125% 3/15/22 Standard & Poors Rating: A Moody's Rating: A3 585055AX4 Asset Minor Code 28	200,000.000	202,672.00 101.3360	208,046.00	- 5,374.00 - 538.00	798.61	3.08
Mondelez Int 4.000% 2/01/24 Standard & Poors Rating: BBB Moody's Rating: Baa1 609207AB1 Asset Minor Code 28	100,000.000	103,497.00 103.4970	109,303.00	- 5,806.00 - 444.00	1,000.00	3.86
Nike Inc 2.375% 11/01/26 Standard & Poors Rating: AA- Moody's Rating: A1 654106AF0 Asset Minor Code 28	100,000.000	96,588.00 96.5880	94,613.00	1,975.00 15.00	1,187.50	2.46
Pepsico Inc 2.750% 4/30/25 Standard & Poors Rating: A+ Moody's Rating: A1 713448CT3 Asset Minor Code 28	75,000.000	75,024.75 100.0330	73,932.75	1,092.00 - 80.25	5.73	2.75
Stryker Corp 3.375% 11/01/25 Standard & Poors Rating: A Moody's Rating: Baa1 863667AH4 Asset Minor Code 28	100,000.000	101,586.00 101.5860	100,401.00	1,185.00 - 28.00	1,687.50	3.32
Suntrust Banks Inc 2.700% 1/27/22 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 867914BM4 Asset Minor Code 28	75,000.000	74,694.75 99.5930	75,130.50	- 435.75 - 64.50	528.75	2.71
Verizon 5.150% 9/15/23 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 92343VBR4 Asset Minor Code 28	200,000.000	218,868.00 109.4340	230,048.00	- 11,180.00 - 974.00	1,316.11	4.71

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Visa Inc 2.200% 12/14/20 Standard & Poors Rating: AA- Moody's Rating: Aa3 92826CAB8 Asset Minor Code 28	200,000.000	199,012.00 99.5060	204,764.00	- 5,752.00 - 108.00	1,674.44	2.21
Wells Fargo Mtn 3.300% 9/09/24 Standard & Poors Rating: A- Moody's Rating: A2 94974BGA2 Asset Minor Code 28	100,000.000	101,039.00 101.0390	103,890.00	- 2,851.00 255.00	476.67	3.27
Total Corporate Issues	2,450,000.000	2,481,987.50	2,601,375.25	- 119,387.75 - 4,329.50	25,400.53	3.69

Mutual Funds

Mutual Funds-Equity

Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	15,466.050	404,746.53 26.1700	336,575.29	68,171.24 18,404.60	.00	1.25
Dfa Large Cap Intl Port. 233203868 Asset Minor Code 98	10,899.573	247,420.31 22.7000	226,837.36	20,582.95 7,629.70	.00	2.89
Dodge & Cox International Stock Fund 256206103 Asset Minor Code 98	4,249.236	179,360.25 42.2100	155,750.43	23,609.82 7,181.21	.00	2.56
Dodge & Cox Stock Fund 256219106 Asset Minor Code 98	3,160.808	607,222.82 192.1100	559,669.84	47,552.98 27,309.38	.00	1.55
Harbor Capital Appreciaton CI R 411512528 Asset Minor Code 98	3,257.320	246,351.11 75.6300	195,929.23	50,421.88 9,185.64	.00	0.27

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Hartford Schroders Emerging Markets 41665H797 Asset Minor Code 98	19,595.737	307,457.11 15.6900	237,509.31	69,947.80 6,662.55	.00	1.22
Ishares Russell Mid Cap Etf 464287499 Asset Minor Code 94	6,894.000	385,788.24 55.9600	302,787.65	83,000.59 13,856.94	.00	1.66
Mfs International Growth R6 552746356 Asset Minor Code 98	5,326.178	183,433.57 34.4400	142,907.58	40,525.99 5,965.32	.00	1.17
Price T Rowe Growth Stk Fd Inc 741479406 Asset Minor Code 98	3,549.675	245,069.56 69.0400	192,762.56	52,307.00 9,903.59	.00	0.30
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	6,838.970	437,078.57 63.9100	419,553.83	17,524.74 19,764.62	.00	1.40
Vanguard Growth & Income Adm Shs#593 921913208 Asset Minor Code 98	12,962.088	1,039,818.70 80.2200	903,334.13	136,484.57 38,238.16	.00	1.62
Vanguard Real Estate Etf 922908553 Asset Minor Code 94	1,380.000	119,742.60 86.7700	111,759.99	7,982.61 - 193.20	.00	3.97
Victory Rs Small Cap Growth Fund 92647Q363 Asset Minor Code 98	4,451.492	359,457.98 80.7500	337,512.11	21,945.87 10,416.49	.00	0.00
Total Mutual Funds-Equity	98,031.127	4,762,947.35	4,122,889.31	640,058.04 174,325.00	.00	1.42
Mutual Funds-Fixed Income						
Vanguard Short Term Invst Grade #539 922031836 Asset Minor Code 99	14,271.220	151,274.93 10.6000	149,845.15	1,429.78 142.71	.01	2.88

02027804
40- -01-B -62 -124-04
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ATTACHMENT A



PARS/CITY OF BREA 115P
ACCOUNT 6746050800

Page 11 of 25
Period from April 1, 2019 to April 30, 2019

ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Total Mutual Funds-Fixed Income	14,271.220	151,274.93	149,845.15	1,429.78 142.71	.01	2.87
Total Mutual Funds	112,302.347	4,914,222.28	4,272,734.46	641,487.82 174,467.71	.01	1.46
Total Assets	2,873,306.797	7,707,601.64	7,185,501.57	522,100.07 170,138.21	25,994.26	2.21
Accrued Income	.000	25,994.26	25,994.26			
Grand Total	2,873,306.797	7,733,595.90	7,211,495.83			

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

Portfolio Summary

As of April 30, 2019



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.46
Average Coupon	1.94%
Average Purchase YTM	1.95%
Average Market YTM	2.31%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.58 yrs
Average Life	2.58 yrs

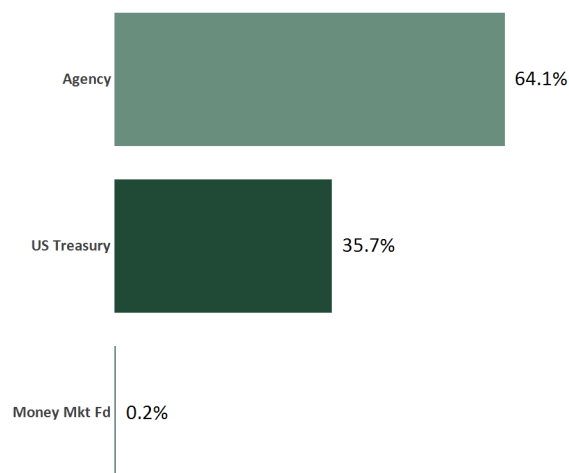
ACCOUNT SUMMARY

	Beg. Values as of 3/31/19	End Values as of 4/30/19
Market Value	456,155	457,204
Accrued Interest	2,555	2,371
Total Market Value	458,710	459,575
Income Earned	760	742
Cont/WD		0
Par	458,169	459,091
Book Value	458,417	459,343
Cost Value	457,995	458,917

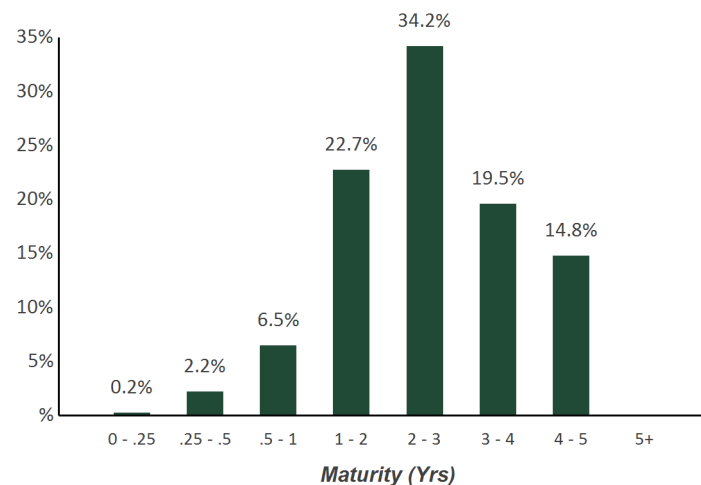
TOP ISSUERS

Government of United States	35.7%
Federal National Mortgage Assoc	30.9%
Federal Home Loan Bank	24.3%
Federal Home Loan Mortgage Corp	8.9%
Invesco Treasury Portfolio MMF	0.2%
Total	100.0%

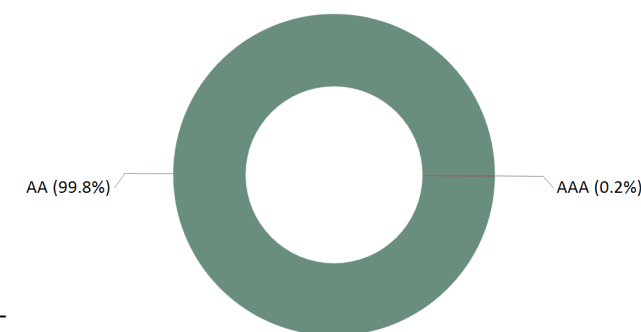
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	11/30/2009
Brea 05 CFD 97-1 Spec Tax Reserve Fund	0.19%	1.11%	1.42%	3.76%	1.42%	1.03%	1.57%	N/A	2.00%
ICE BAML 3-Month US Treasury Bill Index	0.19%	0.59%	0.79%	2.18%	1.68%	1.25%	0.78%	N/A	0.46%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$458,417.25
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$922.72	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$922.72
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$3.51	
		\$3.51
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$459,343.48

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$168.75
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$920.63	
Dividend Received	\$2.09	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$922.72	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$1,091.47



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3137EADM8	FHLMC Note 1.25% Due 10/2/2019	10,000.00	03/25/2015 1.40%	9,933.90 9,993.83	99.49 2.46%	9,949.40 10.07	2.17% (44.43)	Aaa / AA+ AAA	0.42 0.42
313383HU8	FHLB Note 1.75% Due 6/12/2020	40,000.00	06/26/2015 1.87%	39,779.20 39,950.23	99.32 2.37%	39,728.48 270.28	8.70% (221.75)	Aaa / AA+ NR	1.12 1.09
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	35,000.00	03/11/2016 1.64%	34,566.00 34,841.28	98.35 2.32%	34,421.42 97.59	7.51% (419.86)	Aaa / AA+ AAA	1.81 1.76
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	43,000.00	10/27/2016 1.50%	42,738.13 42,870.88	97.74 2.33%	42,029.10 39.42	9.15% (841.78)	Aaa / AA+ AAA	2.44 2.37
3135G0S38	FNMA Note 2% Due 1/5/2022	40,000.00	04/24/2017 1.92%	40,142.40 40,081.37	99.28 2.28%	39,712.32 257.78	8.70% (369.05)	Aaa / AA+ AAA	2.69 2.58
3135G0T78	FNMA Note 2% Due 10/5/2022	30,000.00	01/09/2018 2.36%	29,518.50 29,651.06	99.05 2.29%	29,715.21 43.33	6.48% 64.15	Aaa / AA+ AAA	3.44 3.29
3135G0T94	FNMA Note 2.375% Due 1/19/2023	30,000.00	06/13/2018 2.91%	29,319.90 29,449.85	100.28 2.29%	30,085.26 201.88	6.59% 635.41	Aaa / AA+ AAA	3.73 3.52
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	30,000.00	09/14/2018 2.97%	29,707.20 29,745.32	101.68 2.32%	30,505.23 302.50	6.70% 759.91	Aaa / AA+ AAA	4.14 3.86
3130A0F70	FHLB Note 3.375% Due 12/8/2023	35,000.00	02/21/2019 2.62%	36,182.30 36,136.36	104.41 2.36%	36,542.24 469.22	8.05% 405.88	Aaa / AA+ AAA	4.61 4.21
Total Agency		293,000.00	2.14%	291,887.53 292,720.18	2.33%	292,688.66 1,692.07	64.05% (31.52)	Aaa / AA+ AAA	2.84 2.69
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	1,091.47	Various 2.01%	1,091.47 1,091.47	1.00 2.01%	1,091.47 0.00	0.24% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		1,091.47	2.01%	1,091.47 1,091.47	2.01%	1,091.47 0.00	0.24% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UV0	US Treasury Note 1.125% Due 3/31/2020	30,000.00	05/07/2015 1.57%	29,379.01 29,883.72	98.86 2.38%	29,658.99 28.59	6.46% (224.73)	Aaa / AA+ AAA	0.92 0.90
912828WCO	US Treasury Note 1.75% Due 10/31/2020	30,000.00	11/04/2015 1.63%	30,166.51 30,050.17	99.16 2.32%	29,748.06 1.43	6.47% (302.11)	Aaa / AA+ AAA	1.51 1.47



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828WN6	US Treasury Note 2% Due 5/31/2021	30,000.00	07/11/2016 1.01%	31,406.35 30,599.91	99.46 2.27%	29,837.10 250.55	6.55% (762.81)	Aaa / AA+ AAA	2.09 2.01
912828G53	US Treasury Note 1.875% Due 11/30/2021	35,000.00	01/18/2017 1.89%	34,974.14 34,986.25	99.07 2.25%	34,675.97 274.04	7.60% (310.28)	Aaa / AA+ AAA	2.59 2.49
912828J43	US Treasury Note 1.75% Due 2/28/2022	10,000.00	04/24/2017 1.84%	9,960.58 9,976.96	98.65 2.24%	9,864.84 29.48	2.15% (112.12)	Aaa / AA+ AAA	2.84 2.74
912828L24	US Treasury Note 1.875% Due 8/31/2022	30,000.00	09/18/2017 1.84%	30,051.66 30,034.82	98.80 2.25%	29,639.07 94.77	6.47% (395.75)	Aaa / AA+ AAA	3.34 3.20
Total US Treasury		165,000.00	1.61%	165,938.25 165,531.83	2.29%	163,424.03 678.86	35.71% (2,107.80)	Aaa / AA+ AAA	2.15 2.07
TOTAL PORTFOLIO		459,091.47	1.95%	458,917.25 459,343.48	2.31%	457,204.16 2,370.93	100.00% (2,139.32)	Aaa / AA+ AAA	2.58 2.46
TOTAL MARKET VALUE PLUS ACCRUED						459,575.09			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.18
Average Coupon	1.86%
Average Purchase YTM	1.59%
Average Market YTM	2.30%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.26 yrs
Average Life	2.26 yrs

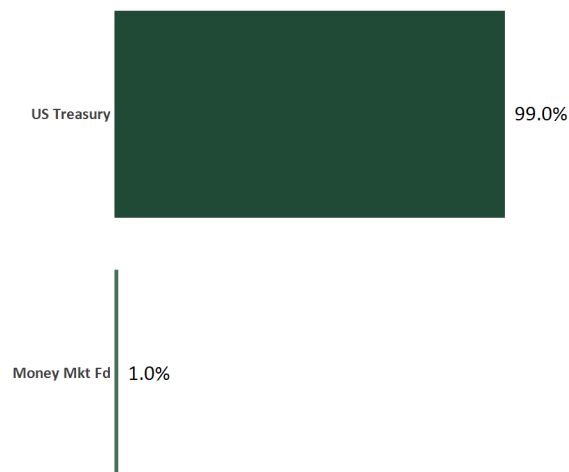
ACCOUNT SUMMARY

	Beg. Values as of 3/31/19	End Values as of 4/30/19
Market Value	1,930,908	1,934,121
Accrued Interest	6,033	6,239
Total Market Value	1,936,941	1,940,361
Income Earned	2,678	2,549
Cont/WD		0
Par	1,946,334	1,949,095
Book Value	1,951,792	1,954,134
Cost Value	1,968,350	1,971,111

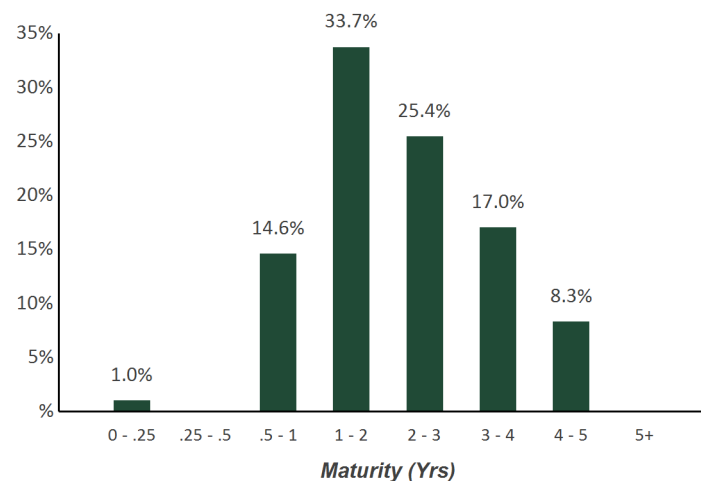
TOP ISSUERS

Government of United States	99.0%
Invesco Treasury Portfolio MMF	1.0%
Total	100.0%

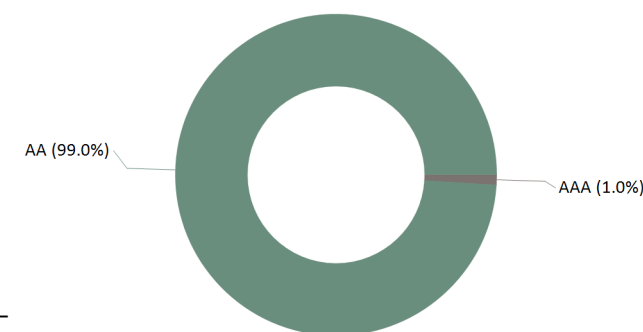
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	6/30/2009
Brea 2009 Water Revenue Bond Reserve Fund	0.18%	1.02%	1.31%	3.45%	1.26%	0.81%	1.45%	N/A	2.25%
ICE BAML 3-Month US Treasury Bill Index	0.19%	0.59%	0.79%	2.18%	1.68%	1.25%	0.78%	N/A	0.45%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$1,951,791.50
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$2,760.89	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$2,760.89
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$418.22)	
		(\$418.22)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$1,954,134.17

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$16,334.02
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$2,740.63	
Dividend Received	\$20.26	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$2,760.89	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$19,094.91



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	19,094.91	Various 2.01%	19,094.91 19,094.91	1.00 2.01%	19,094.91 0.00	0.98% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		19,094.91	2.01%	19,094.91 19,094.91	2.01%	19,094.91 0.00	0.98% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828G61	US Treasury Note 1.5% Due 11/30/2019	50,000.00	08/24/2016 0.92%	50,933.76 50,166.85	99.45 2.46%	49,722.65 313.19	2.58% (444.20)	Aaa / AA+ AAA	0.59 0.57
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	135,000.00	Various 1.60%	132,834.83 134,620.90	99.04 2.42%	133,702.79 284.31	6.91% (918.11)	Aaa / AA+ AAA	0.84 0.82
912828UV0	US Treasury Note 1.125% Due 3/31/2020	100,000.00	05/07/2015 1.57%	97,930.02 99,612.38	98.86 2.38%	98,863.30 95.29	5.10% (749.08)	Aaa / AA+ AAA	0.92 0.90
912828XM7	US Treasury Note 1.625% Due 7/31/2020	165,000.00	08/24/2016 1.03%	168,796.84 166,208.33	99.10 2.36%	163,517.64 666.61	8.46% (2,690.69)	Aaa / AA+ AAA	1.25 1.23
912828WC0	US Treasury Note 1.75% Due 10/31/2020	160,000.00	Various 1.46%	161,991.55 160,680.15	99.16 2.32%	158,656.32 7.61	8.18% (2,023.83)	Aaa / AA+ AAA	1.51 1.47
912828A83	US Treasury Note 2.375% Due 12/31/2020	165,000.00	08/24/2016 1.08%	174,062.66 168,479.06	100.10 2.31%	165,167.64 1,309.86	8.58% (3,311.42)	Aaa / AA+ AAA	1.67 1.61
912828B90	US Treasury Note 2% Due 2/28/2021	165,000.00	08/24/2016 1.10%	171,516.76 167,645.46	99.47 2.30%	164,123.52 555.98	8.49% (3,521.94)	Aaa / AA+ AAA	1.84 1.78
912828WN6	US Treasury Note 2% Due 5/31/2021	160,000.00	Various 1.04%	167,290.77 163,122.93	99.46 2.27%	159,131.20 1,336.26	8.27% (3,991.73)	Aaa / AA+ AAA	2.09 2.01
912828F21	US Treasury Note 2.125% Due 9/30/2021	170,000.00	10/27/2016 1.38%	175,983.77 172,938.64	99.70 2.25%	169,495.27 305.98	8.75% (3,443.37)	Aaa / AA+ AAA	2.42 2.34
912828J43	US Treasury Note 1.75% Due 2/28/2022	165,000.00	04/24/2017 1.84%	164,349.58 164,619.82	98.65 2.24%	162,769.86 486.48	8.41% (1,849.96)	Aaa / AA+ AAA	2.84 2.74
912828L24	US Treasury Note 1.875% Due 8/31/2022	165,000.00	09/18/2017 1.84%	165,284.15 165,191.53	98.80 2.25%	163,014.89 521.23	8.43% (2,176.64)	Aaa / AA+ AAA	3.34 3.20
9128284D9	US Treasury Note 2.5% Due 3/31/2023	165,000.00	06/13/2018 2.84%	162,518.55 162,973.46	100.89 2.26%	166,463.06 349.39	8.60% 3,489.60	Aaa / AA+ AAA	3.92 3.71

Holdings Report

As of April 30, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828T91	US Treasury Note	165,000.00	02/21/2019	158,522.46	97.21	160,397.99	8.27%	Aaa / AA+	4.51
	1.625% Due 10/31/2023		2.52%	158,779.75	2.28%	7.29	1,618.24	AAA	4.31
Total US Treasury		1,930,000.00	1.58%	1,952,015.70 1,935,039.26	2.30%	1,915,026.13 6,239.48	99.02% (20,013.13)	Aaa / AA+ AAA	2.29 2.20
TOTAL PORTFOLIO		1,949,094.91	1.59%	1,971,110.61 1,954,134.17	2.30%	1,934,121.04 6,239.48	100.00% (20,013.13)	Aaa / AA+ AAA	2.26 2.18
TOTAL MARKET VALUE PLUS ACCRUED						1,940,360.52			

Portfolio Summary

As of April 30, 2019



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.36
Average Coupon	1.89%
Average Purchase YTM	1.67%
Average Market YTM	2.29%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.45 yrs
Average Life	2.45 yrs

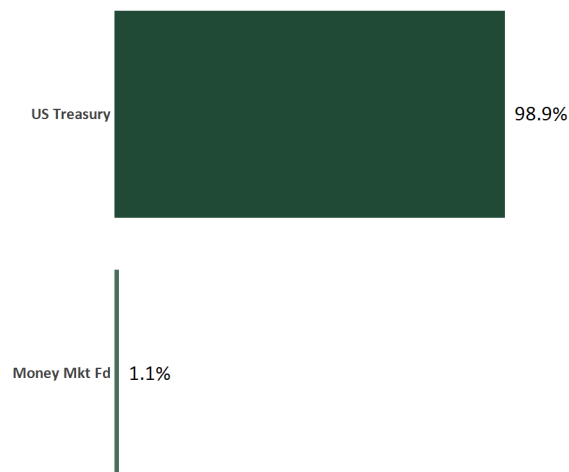
ACCOUNT SUMMARY

	Beg. Values as of 3/31/19	End Values as of 4/30/19
Market Value	1,363,384	1,365,305
Accrued Interest	4,326	4,741
Total Market Value	1,367,711	1,370,045
Income Earned	1,986	1,891
Cont/WD		0
Par	1,373,919	1,375,640
Book Value	1,376,320	1,377,797
Cost Value	1,386,828	1,388,549

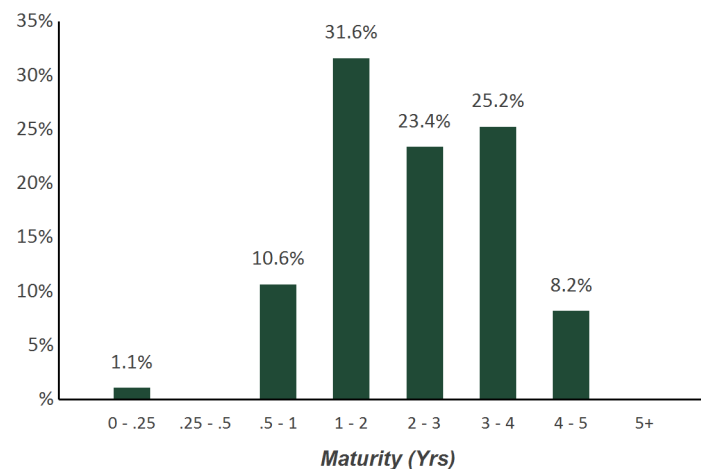
TOP ISSUERS

Government of United States	98.9%
Invesco Treasury Portfolio MMF	1.1%
Total	100.0%

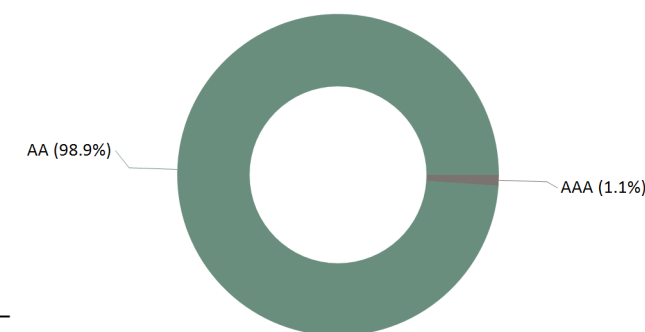
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	5/31/2010
Brea Water Revenue Bonds, Series B, Reserve Account	0.17%	1.06%	1.36%	3.59%	1.27%	0.82%	1.45%	N/A	1.90%
ICE BAML 3-Month US Treasury Bill Index	0.19%	0.59%	0.79%	2.18%	1.68%	1.25%	0.78%	N/A	0.48%

Reconciliation Summary

As of April 30, 2019



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$1,376,319.79
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$1,720.84	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$1,720.84
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$244.08)	
		(\$244.08)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$1,377,796.55

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$12,918.72
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$1,704.38	
Dividend Received	\$16.46	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$1,720.84	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$14,639.56

Holdings Report

As of April 30, 2019

ATTACHMENT A



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	14,639.56	Various 2.01%	14,639.56 14,639.56	1.00 2.01%	14,639.56 0.00	1.07% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		14,639.56	2.01%	14,639.56 14,639.56	2.01%	14,639.56 0.00	1.07% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	32,000.00	Various 1.40%	31,753.72 31,960.61	99.04 2.42%	31,692.50 67.39	2.32% (268.11)	Aaa / AA+ AAA	0.84 0.82
912828UV0	US Treasury Note 1.125% Due 3/31/2020	115,000.00	Various 1.47%	113,111.52 114,653.03	98.86 2.38%	113,692.81 109.58	8.31% (960.22)	Aaa / AA+ AAA	0.92 0.90
912828XM7	US Treasury Note 1.625% Due 7/31/2020	115,000.00	08/24/2016 1.03%	117,646.28 115,842.17	99.10 2.36%	113,966.84 464.61	8.35% (1,875.33)	Aaa / AA+ AAA	1.25 1.23
912828WC0	US Treasury Note 1.75% Due 10/31/2020	88,000.00	11/04/2015 1.63%	88,488.42 88,147.17	99.16 2.32%	87,260.98 4.19	6.37% (886.19)	Aaa / AA+ AAA	1.51 1.47
912828A83	US Treasury Note 2.375% Due 12/31/2020	115,000.00	08/24/2016 1.08%	121,316.40 117,424.80	100.10 2.31%	115,116.84 912.93	8.47% (2,307.96)	Aaa / AA+ AAA	1.67 1.61
912828B90	US Treasury Note 2% Due 2/28/2021	115,000.00	08/24/2016 1.10%	119,541.99 116,843.81	99.47 2.30%	114,389.12 387.50	8.38% (2,454.69)	Aaa / AA+ AAA	1.84 1.78
912828WN6	US Treasury Note 2% Due 5/31/2021	101,000.00	Various 1.03%	105,664.79 102,994.16	99.46 2.27%	100,451.57 843.52	7.39% (2,542.59)	Aaa / AA+ AAA	2.09 2.01
912828F21	US Treasury Note 2.125% Due 9/30/2021	110,000.00	10/27/2016 1.38%	113,871.85 111,901.47	99.70 2.25%	109,673.41 197.98	8.02% (2,228.06)	Aaa / AA+ AAA	2.42 2.34
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	04/24/2017 1.84%	109,566.38 109,746.54	98.65 2.24%	108,513.24 324.32	7.94% (1,233.30)	Aaa / AA+ AAA	2.84 2.74
912828L24	US Treasury Note 1.875% Due 8/31/2022	115,000.00	09/18/2017 1.84%	115,198.04 115,133.49	98.80 2.25%	113,616.44 363.28	8.32% (1,517.05)	Aaa / AA+ AAA	3.34 3.20
912828N30	US Treasury Note 2.125% Due 12/31/2022	115,000.00	01/09/2018 2.31%	113,993.75 114,257.50	99.55 2.25%	114,478.94 816.83	8.42% 221.44	Aaa / AA+ AAA	3.67 3.48
9128284D9	US Treasury Note 2.5% Due 3/31/2023	115,000.00	06/13/2018 2.84%	113,270.51 113,587.57	100.89 2.26%	116,019.71 243.51	8.49% 2,432.14	Aaa / AA+ AAA	3.92 3.71

Holdings Report
As of April 30, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828T91	US Treasury Note 1.625% Due 10/31/2023	115,000.00	02/21/2019	110,485.35	97.21	111,792.54	8.16%	Aaa / AA+	4.51
			2.52%	110,664.67	2.28%	5.08	1,127.87	AAA	4.31
Total US Treasury		1,361,000.00	1.67%	1,373,909.00 1,363,156.99	2.29%	1,350,664.94 4,740.72	98.93% (12,492.05)	Aaa / AA+ AAA	2.48 2.38
TOTAL PORTFOLIO		1,375,639.56	1.67%	1,388,548.56 1,377,796.55	2.29%	1,365,304.50 4,740.72	100.00% (12,492.05)	Aaa / AA+ AAA	2.45 2.36
TOTAL MARKET VALUE PLUS ACCRUED						1,370,045.22			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.35
Average Coupon	1.91%
Average Purchase YTM	1.65%
Average Market YTM	2.29%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.45 yrs
Average Life	2.45 yrs

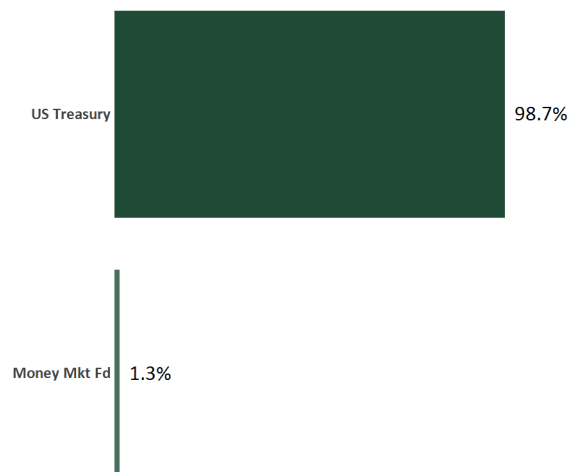
ACCOUNT SUMMARY

	Beg. Values as of 3/31/19	End Values as of 4/30/19
Market Value	265,112	265,514
Accrued Interest	851	910
Total Market Value	265,963	266,424
Income Earned	381	364
Cont/WD		0
Par	267,110	267,470
Book Value	267,808	268,112
Cost Value	270,012	270,371

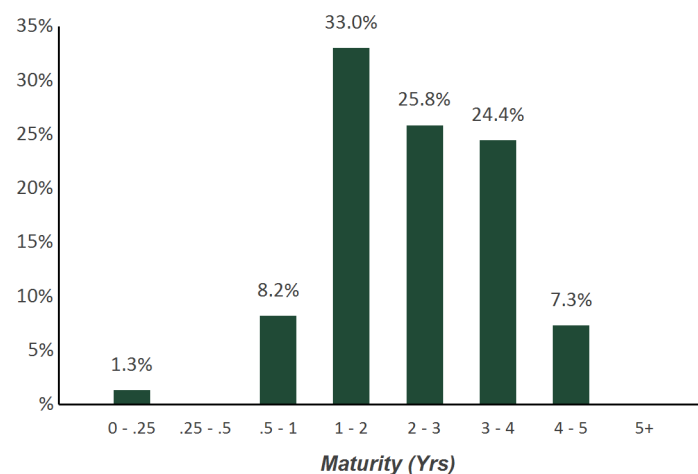
TOP ISSUERS

Government of United States	98.7%
Invesco Treasury Portfolio MMF	1.3%
Total	100.0%

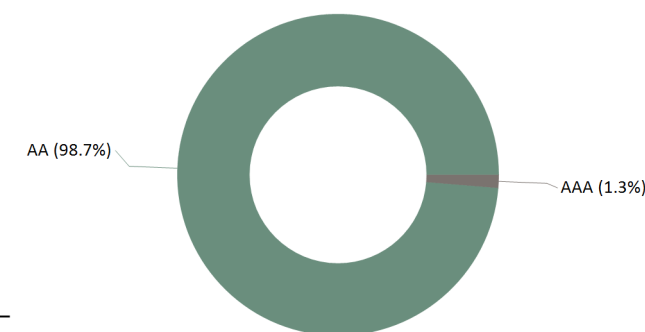
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	5/31/2010
Brea Lease Revenue Bonds, Reserve Account	0.17%	1.05%	1.35%	3.60%	1.27%	0.81%	1.46%	N/A	1.92%
ICE BAML 3-Month US Treasury Bill Index	0.19%	0.59%	0.79%	2.18%	1.68%	1.25%	0.78%	N/A	0.48%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$267,807.61
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$359.19	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$359.19
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$0.00
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$54.33)	
		(\$54.33)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$268,112.47

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$3,110.33
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$355.00	
Dividend Received	\$4.19	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$359.19	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$3,469.52



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	3,469.52	Various 2.01%	3,469.52 3,469.52	1.00 2.01%	3,469.52 0.00	1.30% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		3,469.52	2.01%	3,469.52 3,469.52	2.01%	3,469.52 0.00	1.30% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	5,000.00	Various 1.59%	4,922.14 4,986.41	99.04 2.42%	4,951.96 10.53	1.86% (34.45)	Aaa / AA+ AAA	0.84 0.82
912828UV0	US Treasury Note 1.125% Due 3/31/2020	17,000.00	05/07/2015 1.57%	16,648.10 16,934.10	98.86 2.38%	16,806.76 16.20	6.31% (127.34)	Aaa / AA+ AAA	0.92 0.90
912828XM7	US Treasury Note 1.625% Due 7/31/2020	22,000.00	08/24/2016 1.03%	22,506.25 22,161.11	99.10 2.36%	21,802.35 88.88	8.22% (358.76)	Aaa / AA+ AAA	1.25 1.23
912828WC0	US Treasury Note 1.75% Due 10/31/2020	22,000.00	Various 1.45%	22,276.59 22,094.55	99.16 2.32%	21,815.24 1.04	8.19% (279.31)	Aaa / AA+ AAA	1.51 1.47
912828A83	US Treasury Note 2.375% Due 12/31/2020	22,000.00	08/24/2016 1.08%	23,208.35 22,463.87	100.10 2.31%	22,022.35 174.65	8.33% (441.52)	Aaa / AA+ AAA	1.67 1.61
912828B90	US Treasury Note 2% Due 2/28/2021	22,000.00	08/24/2016 1.10%	22,868.90 22,352.73	99.47 2.30%	21,883.14 74.13	8.24% (469.59)	Aaa / AA+ AAA	1.84 1.78
912828WN6	US Treasury Note 2% Due 5/31/2021	20,000.00	07/11/2016 1.01%	20,937.57 20,399.94	99.46 2.27%	19,891.40 167.03	7.53% (508.54)	Aaa / AA+ AAA	2.09 2.01
912828F21	US Treasury Note 2.125% Due 9/30/2021	25,000.00	10/27/2016 1.38%	25,879.97 25,432.15	99.70 2.25%	24,925.78 45.00	9.37% (506.37)	Aaa / AA+ AAA	2.42 2.34
912828J43	US Treasury Note 1.75% Due 2/28/2022	24,000.00	04/24/2017 1.84%	23,905.39 23,944.70	98.65 2.24%	23,675.62 70.76	8.91% (269.08)	Aaa / AA+ AAA	2.84 2.74
912828L24	US Treasury Note 1.875% Due 8/31/2022	23,000.00	09/18/2017 1.84%	23,039.61 23,026.70	98.80 2.25%	22,723.29 72.66	8.56% (303.41)	Aaa / AA+ AAA	3.34 3.20
912828N30	US Treasury Note 2.125% Due 12/31/2022	20,000.00	01/09/2018 2.31%	19,825.00 19,870.87	99.55 2.25%	19,909.38 142.06	7.53% 38.51	Aaa / AA+ AAA	3.67 3.48
9128284D9	US Treasury Note 2.5% Due 3/31/2023	22,000.00	06/13/2018 2.84%	21,669.14 21,729.79	100.89 2.26%	22,195.07 46.58	8.35% 465.28	Aaa / AA+ AAA	3.92 3.71



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912828T91	US Treasury Note	20,000.00	02/21/2019	19,214.84	97.21	19,442.18	7.30%	Aaa / AA+	4.51
	1.625% Due 10/31/2023		2.52%	19,246.03	2.28%	0.88	196.15	AAA	4.31
Total US Treasury		264,000.00	1.65%	266,901.85 264,642.95	2.29%	262,044.52 910.40	98.70% (2,598.43)	Aaa / AA+ AAA	2.48 2.38
TOTAL PORTFOLIO		267,469.52	1.65%	270,371.37 268,112.47	2.29%	265,514.04 910.40	100.00% (2,598.43)	Aaa / AA+ AAA	2.45 2.35
TOTAL MARKET VALUE PLUS ACCRUED						266,424.44			

Portfolio Summary

As of April 30, 2019



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.38
Average Coupon	1.96%
Average Purchase YTM	2.69%
Average Market YTM	2.28%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.48 yrs
Average Life	2.48 yrs

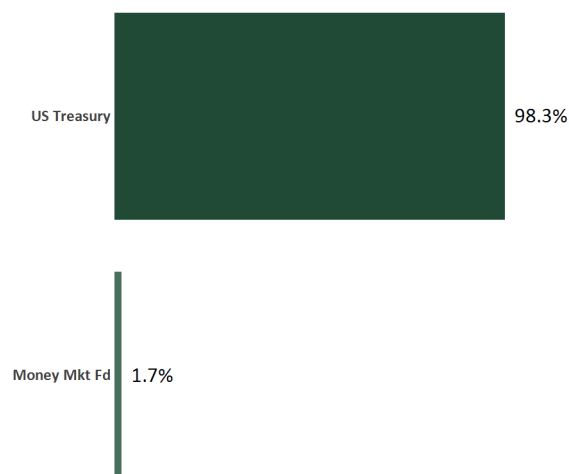
ACCOUNT SUMMARY

	Beg. Values as of 3/31/19	End Values as of 4/30/19
Market Value	684,320	668,198
Accrued Interest	1,021	2,081
Total Market Value	685,341	670,279
Income Earned	1,536	1,494
Cont/WD		-16,222
Par	687,672	671,498
Book Value	676,545	660,757
Cost Value	672,835	656,661

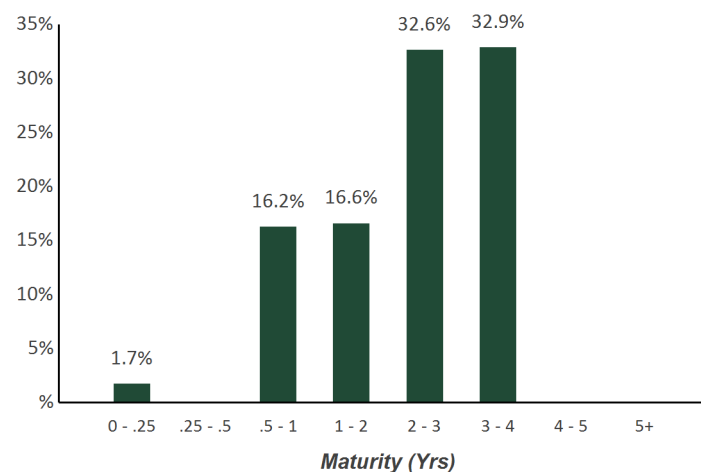
TOP ISSUERS

Government of United States	98.3%
Invesco Treasury Portfolio MMF	1.7%
Total	100.0%

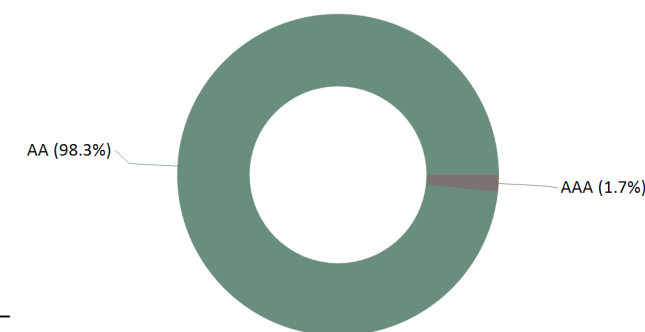
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	6/30/2018
Brea CFD 2008 2 17 Reserve Fund	0.17%	1.03%	1.34%	N/A	N/A	N/A	N/A	N/A	N/A
ICE BAML 3-5 Yr US Treasury/Agency Index	0.09%	1.26%	1.67%	N/A	N/A	N/A	N/A	N/A	N/A



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$676,545.21
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$47.90	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$47.90
<u>Dispositions</u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$16,221.66	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
Total Dispositions		\$16,221.66
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$385.70	
		\$385.70
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$660,757.15

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$27,671.96
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$0.00	
Dividend Received	\$47.90	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
Total Acquisitions	\$47.90	
<u>Dispositions</u>		
Withdrawals	\$16,221.66	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$16,221.66	
ENDING BOOK VALUE		\$11,498.20

Holdings Report

As of April 30, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	11,498.20	Various 2.01%	11,498.20 11,498.20	1.00 2.01%	11,498.20 0.00	1.72% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		11,498.20	2.01%	11,498.20 11,498.20	2.01%	11,498.20 0.00	1.72% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828UV0	US Treasury Note 1.125% Due 3/31/2020	110,000.00	06/13/2018 2.57%	107,232.81 108,586.88	98.86 2.38%	108,749.63 104.82	16.24% 162.75	Aaa / AA+ AAA	0.92 0.90
912828A83	US Treasury Note 2.375% Due 12/31/2020	110,000.00	06/28/2018 2.58%	109,467.19 109,645.18	100.10 2.31%	110,111.76 873.24	16.56% 466.58	Aaa / AA+ AAA	1.67 1.61
912828F21	US Treasury Note 2.125% Due 9/30/2021	110,000.00	06/28/2018 2.64%	108,242.58 108,694.87	99.70 2.25%	109,673.41 197.98	16.39% 978.54	Aaa / AA+ AAA	2.42 2.34
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	06/13/2018 2.79%	105,986.72 106,937.47	98.65 2.24%	108,513.24 324.32	16.24% 1,575.77	Aaa / AA+ AAA	2.84 2.74
912828L24	US Treasury Note 1.875% Due 8/31/2022	110,000.00	06/13/2018 2.82%	105,887.89 106,745.58	98.80 2.25%	108,676.59 347.49	16.27% 1,931.01	Aaa / AA+ AAA	3.34 3.20
9128284D9	US Treasury Note 2.5% Due 3/31/2023	110,000.00	06/13/2018 2.84%	108,345.70 108,648.97	100.89 2.26%	110,975.37 232.92	16.59% 2,326.40	Aaa / AA+ AAA	3.92 3.71
Total US Treasury		660,000.00	2.70%	645,162.89 649,258.95	2.28%	656,700.00 2,080.77	98.28% 7,441.05	Aaa / AA+ AAA	2.52 2.42
TOTAL PORTFOLIO		671,498.20	2.69%	656,661.09 660,757.15	2.28%	668,198.20 2,080.77	100.00% 7,441.05	Aaa / AA+ AAA	2.48 2.38
TOTAL MARKET VALUE PLUS ACCRUED						670,278.97			

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 06/18/2019

SUBJECT: Outgoing Payment Log and June 7 and 14, 2019 City Check Registers - Receive and file.

Attachments

Outgoing Payment Log

City Check Register - June 7, 2019

City Check Register - June 14, 2019

City of Brea
Outgoing Payment Log
May 2019

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
5/3/2019	Citizens Business Bank	Credit card processing fees	1,806.77
5/8/2019	HARLAND CLARKE	Check Order	44.75
5/9/2019	CALPERS	Medical payment	386,768.83
5/10/2019	Brea Payroll	Brea staff payroll	833,572.31
5/10/2019	Brea Payroll	Employee deductions	286,384.67
5/10/2019	EDD	Payroll State taxes	50,491.79
5/10/2019	IRS	Payroll Federal taxes	159,092.45
5/10/2019	CA SDU	Child support payments	786.90
5/13/2019	CALPERS	Member retirement	199,391.99
5/16/2019	Paymentus	Monthly service fee - Apr	4,915.00
5/22/2019	Citizens Business Bank	Monthly banking service fee	2,047.34
5/23/2019	CA Dept of Tax	Sales tax	737.00
5/24/2019	Brea Payroll	Brea staff payroll	934,555.73
5/24/2019	Brea Payroll	Employee deductions	97,994.56
5/24/2019	EDD	Payroll State taxes	61,230.17
5/24/2019	IRS	Payroll Federal taxes	180,502.26
5/24/2019	CA SDU	Child support payments	723.72
5/30/2019	ILJAOB Payroll	ILJAOB staff salary & payroll taxes	13,125.34
5/30/2019	Bank of America	PD radio lease payment	152,001.66
			<u>3,366,173.24</u>
 <u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	65,683.59
	Ezbai Duran	General Liability Claims	700.00
		Subtotal	<u>66,383.59</u>
			<u><u>\$ 3,432,556.83</u></u>

City Check Register for: Jun 7, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180797	AT&T	06/07/2019	22390	475141471	7149110022 5/14/19	\$222.70
AT&T					Total Check Amount:	\$222.70
180798	BAVCO	06/07/2019	26572	420515131	CALIBRATION	\$95.00
BAVCO					Total Check Amount:	\$95.00
180799	BEE REMOVERS	06/07/2019	28503	420515131	BEE REMOVAL	\$116.00
BEE REMOVERS					Total Check Amount:	\$116.00
180800	CITY OF BREA - WATER DEPT	06/07/2019	2039	345515112	WATER 4/8-5/8/19	\$1,299.51
		06/07/2019	2039	346515112	WATER 4/8-5/8/19	\$2,173.30
		06/07/2019	2039	880515113	WATER 4/8-5/8/19	\$30.31
CITY OF BREA - WATER DEPT					Total Check Amount:	\$3,503.12
180801	CITY OF FULLERTON	06/07/2019	12001	110222211	SHRDCMND 12/29-3/22	\$78,434.76
		06/07/2019	12001	110222221	SHRDCMND 12/29-3/22	\$53,638.76
		06/07/2019	12001	110222223	SHRDCMND 12/29-3/22	\$1,406.56
		06/07/2019	12001	110222231	SHRDCMND 12/29-3/22	\$1,215.16
		06/07/2019	12001	480515161	SHRDCMND 12/29-3/22	\$443.00
CITY OF FULLERTON					Total Check Amount:	\$135,138.24
180802	CONSUMMO TECHNOLOGIES, INC.	06/07/2019	27559	110212131	ANNUAL SOFTWARE LICEN	\$400.00
CONSUMMO TECHNOLOGIES, INC.					Total Check Amount:	\$400.00
180803	COUNTY OF ORANGE	06/07/2019	4799	110212122	FINGERPRINT ID MAY19	\$1,783.00
COUNTY OF ORANGE					Total Check Amount:	\$1,783.00
180804	DELTA DENTAL INSURANCE COMPANY	06/07/2019	26074	110	05-R103125 DENTAL JUN	\$2,050.90
DELTA DENTAL INSURANCE COMPANY					Total Check Amount:	\$2,050.90
180805	SOUTHERN CALIFORNIA EDISON	06/07/2019	3343	110515121	ELECTRICITY MAY/JUN19	\$13,898.39
		06/07/2019	3343	110515125	ELECTRICITY MAY/JUN19	\$4,009.52
		06/07/2019	3343	420515131	ELECTRICITY MAY/JUN19	\$23,835.03
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$41,742.94
180806	EPLUS TECHNOLOGY, INC.	06/07/2019	28469	951000000	ILJAO SMRTNET HW MNT	\$1,807.46
EPLUS TECHNOLOGY, INC.					Total Check Amount:	\$1,807.46
180807	THE GAS COMPANY	06/07/2019	3749	490515151	GAS APR/MAY19	\$100.11
THE GAS COMPANY					Total Check Amount:	\$100.11
180808	HEIGHTS CHRISTIAN SCHOOLS	06/07/2019	27924	110	RENTAL DEPOSIT REFUND	\$500.00
HEIGHTS CHRISTIAN SCHOOLS					Total Check Amount:	\$500.00
180809	HF&H CONSULTANTS, LLC	06/07/2019	27542	440515122	CONTRACT NEG APR 2019	\$8,354.45
HF&H CONSULTANTS, LLC					Total Check Amount:	\$8,354.45
180810	NAOTO ISHIKAWA	06/07/2019	26883	110404541	3RD PLACE:34TH MICA	\$250.00
NAOTO ISHIKAWA					Total Check Amount:	\$250.00
180811	J&G INDUSTRIES, INC.	06/07/2019	28502	510707251	BREA CARWASH DEMOLITN	\$169,250.00
J&G INDUSTRIES, INC.					Total Check Amount:	\$169,250.00
180812	KIMBERLY LA SALLE	06/07/2019	28517	110404426	SVCS:CS TEAMBLDG 5/22	\$100.00

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KIMBERLY LA SALLE					Total Check Amount:	\$100.00
180813	LAW OFFICES OF JONES & MAYER	06/07/2019	12144	110111112	LEGAL SVCS:PD APR19	\$652.28
		06/07/2019	12144	110111112	LEGAL:CODE ENF APR19	\$1,357.45
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$2,009.73
180814	YUTING LIN	06/07/2019	28435	110141411	STOP PAYMENT FEE	(\$12.00)
		06/07/2019	28435	420000000	CLOSED WATER ACCOUNT	\$148.40
YUTING LIN					Total Check Amount:	\$136.40
180815	ORANGE COUNTY WINWATER WORKS	06/07/2019	28030	420515131	GASKETS	\$1,050.56
		06/07/2019	28030	420515131	PLUMBING SUPPLIES	\$5,108.55
		06/07/2019	28030	420515131	RETURN:INV #104530 00	(\$5,108.55)
ORANGE COUNTY WINWATER WORKS					Total Check Amount:	\$1,050.56
180816	EWA O'NEAL	06/07/2019	28491	110323241	DSA ANNUAL EDUC FUND	\$3,000.00
EWA O'NEAL					Total Check Amount:	\$3,000.00
180817	ROBERTSON'S	06/07/2019	3464	420515131	CONCRETE	\$541.28
ROBERTSON'S					Total Check Amount:	\$541.28
180818	THE STANDARD INSURANCE COMPANY	06/07/2019	15689	110	643015 LIFE INS JUN19	\$3,855.10
THE STANDARD INSURANCE COMPANY					Total Check Amount:	\$3,855.10
180819	THE STANDARD INSURANCE COMPANY	06/07/2019	27270	110	643015 OPT INS JUN19	\$2,372.00
THE STANDARD INSURANCE COMPANY					Total Check Amount:	\$2,372.00
180820	FEALING LIN SZU	06/07/2019	25977	110404541	WATERCOLOR WKSHP 5/18	\$1,111.50
FEALING LIN SZU					Total Check Amount:	\$1,111.50
180821	TRAINING INNOVATIONS, INC.	06/07/2019	12123	110212111	TMS SOFTWARE SUPPORT	\$750.00
TRAINING INNOVATIONS, INC.					Total Check Amount:	\$750.00
180822	KELLY WALKER	06/07/2019	19627	110000000	S/U:PLUNGE SUMMER2019	\$50.00
KELLY WALKER					Total Check Amount:	\$50.00
Check Subtotal						\$380,290.49
V37797	ABF PRINTING	06/07/2019	26673	110	POLICE/FIRE GAMES	\$400.00
		06/07/2019	26673	110212111	POLICE/FIRE GAMES	\$371.49
		06/07/2019	26673	110323214	MARQUIS STYLUS (500)	\$397.42
		06/07/2019	26673	110323214	STICKERS (500)	\$117.19
		06/07/2019	26673	110323214	WOODEN PENCILSET 250	\$332.87
ABF PRINTING					Total Check Amount:	\$1,618.97
V37798	ADLERHORST INT'L INC	06/07/2019	2223	110212131	ON SITE TRAINING 5/19	\$385.00
ADLERHORST INT'L INC					Total Check Amount:	\$385.00
V37799	ALLSTAR FIRE EQUIPMENT	06/07/2019	8353	110222221	FIRE EQUIPMENT	\$3,052.35
ALLSTAR FIRE EQUIPMENT					Total Check Amount:	\$3,052.35
V37800	ANAHEIM ICE MANAGEMENT	06/07/2019	15170	110404145	ICE SKATING CLASSES	\$66.00
ANAHEIM ICE MANAGEMENT					Total Check Amount:	\$66.00

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V37801	ANIXTER, INC.	06/07/2019	20003	490515151	DOOR HARDWARE	\$102.77
ANIXTER, INC. Total Check Amount:						\$102.77
V37802	ARC DOCUMENT SOLUTIONS	06/07/2019	23645	510707936	PLAN COPIES	\$189.94
ARC DOCUMENT SOLUTIONS Total Check Amount:						\$189.94
V37803	BRADY INDUSTRIES	06/07/2019	27438	490515151	FLOOR FINISH	\$1,457.83
BRADY INDUSTRIES Total Check Amount:						\$1,457.83
V37804	BREA TOWING	06/07/2019	16399	110212121	TOWING 1903-1953 3/27	\$215.00
		06/07/2019	16399	110212121	TOWING 1904-1104 4/15	\$170.00
		06/07/2019	16399	110212121	TOWING 1904-1141 4/16	\$155.00
		06/07/2019	16399	110212121	TOWING 1904-1699 4/24	\$155.00
BREA TOWING Total Check Amount:						\$695.00
V37805	OMAR BRIOSO	06/07/2019	15737	110212134	MMBTH BREACHER COURSE	\$565.45
OMAR BRIOSO Total Check Amount:						\$565.45
V37806	BUTLER CHEMICALS, INC.	06/07/2019	6515	490515151	SR CTR DW SVC MAY19	\$167.01
BUTLER CHEMICALS, INC. Total Check Amount:						\$167.01
V37807	CALIFORNIA FOUNDATION	06/07/2019	28259	110404214	PIANO KEYBOARDING	\$236.50
CALIFORNIA FOUNDATION Total Check Amount:						\$236.50
V37808	COLONIAL LIFE PROCESSING CENTER	06/07/2019	26071	110	E4504064 CRIT ILL MAY	\$263.84
		06/07/2019	26071	110	E4504064 ST DISAB MAY	\$1,440.06
COLONIAL LIFE PROCESSING CENTER Total Check Amount:						\$1,703.90
V37809	CORE & MAIN LP	06/07/2019	27049	420515131	WATER METER ENCODERS	\$6,680.94
		06/07/2019	27049	420515131	WATER METER/ENCODERS	\$4,927.91
		06/07/2019	27049	420515131	WATER METERS	\$5,198.50
CORE & MAIN LP Total Check Amount:						\$16,807.35
V37810	DE LAGE LANDEN FINANCIAL SERVICES	06/07/2019	23311	110141441	FS3 COPY MACH LSE MAY	\$161.20
DE LAGE LANDEN FINANCIAL SERVICES Total Check Amount:						\$161.20
V37811	DELTA DENTAL PLAN OF CALIFORNIA	06/07/2019	3411	110	05-04253 DENTAL JUN19	\$17,557.81
DELTA DENTAL PLAN OF CALIFORNIA Total Check Amount:						\$17,557.81
V37812	DF POLYGRAPH	06/07/2019	22010	110141481	POLYGRAPH EXAMS MAY19	\$175.00
DF POLYGRAPH Total Check Amount:						\$175.00
V37813	DOTY BROTHERS EQUIPMENT CO.	06/07/2019	26695	420515131	VAULT REPAIR	\$10,044.89
DOTY BROTHERS EQUIPMENT CO. Total Check Amount:						\$10,044.89
V37814	ENTENMANN ROVIN COMPANY	06/07/2019	3457	110212111	BADGES	\$726.10
ENTENMANN ROVIN COMPANY Total Check Amount:						\$726.10
V37815	ENTERPRISE FM TRUST	06/07/2019	15895	110212121	CH TAHOE LEASE MAY19	\$697.97
ENTERPRISE FM TRUST Total Check Amount:						\$697.97
V37816	EQUIPMENT DIRECT INC	06/07/2019	4522	420515131	GLOVES	\$99.88
EQUIPMENT DIRECT INC Total Check Amount:						\$99.88

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V37817	GAIL EVERTSEN	06/07/2019	10141	110212111	MAY 2019 MILEAGE	\$23.90
GAIL EVERTSEN					Total Check Amount:	\$23.90
V37818	FIREFIGHTERS SAFETY CENTER	06/07/2019	18485	110222221	CHIN STRAP	\$29.50
FIREFIGHTERS SAFETY CENTER					Total Check Amount:	\$29.50
V37819	FUN WITH HORSES	06/07/2019	15171	110404145	HORSE FUN CLASSES	\$297.50
FUN WITH HORSES					Total Check Amount:	\$297.50
V37820	JESSE GARDUNA	06/07/2019	16006	110212111	TRAINING MILEAGE	\$29.52
JESSE GARDUNA					Total Check Amount:	\$29.52
V37821	HCI SYSTEMS INC	06/07/2019	25112	110515125	ANNUAL CO TEST:DT PS2	\$1,125.00
HCI SYSTEMS INC					Total Check Amount:	\$1,125.00
V37822	IPARQ	06/07/2019	21583	110323241	PERMIT FEES APR 2019	\$346.40
IPARQ					Total Check Amount:	\$346.40
V37823	KEYSER MARSTON ASSOCIATES, INC.	06/07/2019	25482	280323215	CONSULTING SVCS MAR19	\$1,890.00
KEYSER MARSTON ASSOCIATES, INC.					Total Check Amount:	\$1,890.00
V37824	LINCOLN AQUATICS	06/07/2019	17902	490515151	LED LIGHT FOR POOL	\$578.29
LINCOLN AQUATICS					Total Check Amount:	\$578.29
V37825	MAHARAM	06/07/2019	18350	110404211	HALL WALL FABRIC	\$1,721.83
MAHARAM					Total Check Amount:	\$1,721.83
V37826	MARGARITO MENDEZ	06/07/2019	26196	110212134	MMBTH BREACHER COURSE	\$565.45
MARGARITO MENDEZ					Total Check Amount:	\$565.45
V37827	TIMOTHY MERCADO	06/07/2019	7047	110212111	MEDIA RELATIONS TRNG	\$86.00
TIMOTHY MERCADO					Total Check Amount:	\$86.00
V37828	PLACEWORKS, INC.	06/07/2019	26720	110000000	CEQA/BREA MALL APR19	\$1,319.63
PLACEWORKS, INC.					Total Check Amount:	\$1,319.63
V37829	READWRITE EDUCATIONAL, INC.	06/07/2019	3444	110404145	READING CLASSES	\$102.00
READWRITE EDUCATIONAL, INC.					Total Check Amount:	\$102.00
V37830	PHILIP RODRIGUEZ	06/07/2019	6580	110212111	TRAINING EXPENSES	\$16.00
PHILIP RODRIGUEZ					Total Check Amount:	\$16.00
V37831	RUSSELL SIGLER INC.	06/07/2019	21638	490515151	HVAC FILTERS	\$49.13
		06/07/2019	21638	490515151	HVAC MATERIAL	\$46.75
RUSSELL SIGLER INC.					Total Check Amount:	\$95.88
V37832	SMART & FINAL	06/07/2019	3269	110404420	ASP/COOKING CLUB	\$129.88
		06/07/2019	3269	110404429	ASP/COOKING CLUB	\$150.00
SMART & FINAL					Total Check Amount:	\$279.88
V37833	STAGELIGHT FAMILY PRODUCTIONS	06/07/2019	7825	110404542	BYT OLIVER 2019 #2	\$2,481.54
STAGELIGHT FAMILY PRODUCTIONS					Total Check Amount:	\$2,481.54
V37834	SUNSET SIGNS AND PRINTING, INC.	06/07/2019	27244	110212131	NAME PLATE SIGNS	\$107.75
SUNSET SIGNS AND PRINTING, INC.					Total Check Amount:	\$107.75
V37835	TENNIS ANYONE ACADEMY	06/07/2019	12688	110404145	TENNIS LESSONS	\$1,558.00

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TENNIS ANYONE ACADEMY						Total Check Amount: \$1,558.00
V37836	THYSSENKRUPP ELEVATOR	06/07/2019	10308	110515125	DT PS2 ELEV REPAIR	\$404.86
THYSSENKRUPP ELEVATOR						Total Check Amount: \$404.86
V37837	VIRTUAL PROJECT MANAGER	06/07/2019	23508	510707317	CIP SW BCKUP/ST APR19	\$200.00
		06/07/2019	23508	510707922	CIP SW BCKUP/ST APR19	\$200.00
		06/07/2019	23508	510707936	CIP SW BCKUP/ST APR19	\$100.00
VIRTUAL PROJECT MANAGER						Total Check Amount: \$500.00
V37838	MATTHEW WENDLING	06/07/2019	27564	110212111	TRAINING EXPENSES	\$27.36
MATTHEW WENDLING						Total Check Amount: \$27.36
V37839	ZUMAR INDUSTRIES, INC.	06/07/2019	3802	510707212	OVERHEAD SIGN REPL	\$646.51
ZUMAR INDUSTRIES, INC.						Total Check Amount: \$646.51
Voucher Subtotal						\$70,743.72

TOTAL \$451,034.21

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180823	AWNINGS BY RUSS RINNER	06/14/2019	25538	490515151	CUSTOM DROPSHADE:YARD	\$850.00
AWNINGS BY RUSS RINNER					Total Check Amount:	\$850.00
180824	THE BANK OF NEW YORK MELLON	06/14/2019	16062	930141424	CONTRL ACCT JAN-MAR19	\$1,728.27
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$1,728.27
180825	JOSE BECERRA	06/14/2019	24860	110000000	DEVELOPER FEE REFUND	\$408.00
JOSE BECERRA					Total Check Amount:	\$408.00
180826	BICKIYA	06/14/2019	28519	110000000	DEVELOPER FEE REFUND	\$122.67
BICKIYA					Total Check Amount:	\$122.67
180827	BNC BURGER AND TACO BAR/B&C BURGERS	06/14/2019	28585	110212132	FOOD:DUI CHKPOINT 6/7	\$350.00
BNC BURGER AND TACO BAR/B&C BURGERS					Total Check Amount:	\$350.00
180828	LEAH BRAZO	06/14/2019	22858	110000000	DEVELOPER FEE REFUND	\$147.00
LEAH BRAZO					Total Check Amount:	\$147.00
180829	BREA GATEWAY CENTER LP	06/14/2019	24643	110000000	DEVELOPER FEE REFUND	\$145.00
BREA GATEWAY CENTER LP					Total Check Amount:	\$145.00
180830	BREA SOMMERSET COMMUNITY ASSOC	06/14/2019	23304	110000000	DEVELOPER FEE REFUND	\$236.00
BREA SOMMERSET COMMUNITY ASSOC					Total Check Amount:	\$236.00
180832	BUSINESS CARD	06/14/2019	18749	110	BSCARD HR 052319	(\$1.60)
		06/14/2019	18749	110111143	BSCARD HR 052319	\$366.50
		06/14/2019	18749	110141481	BSCARD HR 052319	\$1,163.38
		06/14/2019	18749	110141481	BSCARD PD 052319	\$1,500.00
		06/14/2019	18749	110212111	BSCARD PD 052319	\$280.65
		06/14/2019	18749	110212121	BSCARD PD 052319	\$30.70
		06/14/2019	18749	110212131	BSCARD PD 052319	\$24.08
		06/14/2019	18749	110222231	BSCARD FIRE 052319	\$973.39
		06/14/2019	18749	110404217	BSCARD CS 052319	\$599.90
		06/14/2019	18749	110404420	BSCARD CS 052319	\$1,312.09
		06/14/2019	18749	110404428	BSCARD CS 052319	\$581.79
		06/14/2019	18749	110404429	BSCARD CS 052319	\$652.31
		06/14/2019	18749	110404523	BSCARD CS II 052319	\$5,116.34
		06/14/2019	18749	420515131	BSCARD WATER 052319	\$215.85
		06/14/2019	18749	480515161	BSCARD PD 052319	\$53.29
		06/14/2019	18749	950000000	ILJAO BSCARD MJ 0519	\$277.30
BUSINESS CARD					Total Check Amount:	\$13,145.97
180833	SARAH CARBAJAL	06/14/2019	28362	110404215	YOGA BECKMAN MAY 2019	\$150.00
SARAH CARBAJAL					Total Check Amount:	\$150.00
180834	DAVID CHOU	06/14/2019	23554	110000000	DEVELOPER FEE REFUND	\$168.00
DAVID CHOU					Total Check Amount:	\$168.00
180835	JAMES COLKINS	06/14/2019	28528	110000000	DEVELOPER FEE REFUND	\$313.70

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JAMES COLKINS					Total Check Amount:	\$313.70
180836	COUNTRY ROAD HOA	06/14/2019	18129	110000000	DEVELOPER FEE REFUND	\$233.00
COUNTRY ROAD HOA					Total Check Amount:	\$233.00
180837	CARRIE CROSS	06/14/2019	28584	110	THEATRE DEPOSIT REFND	\$150.00
CARRIE CROSS					Total Check Amount:	\$150.00
180838	DAVE DOWNING	06/14/2019	27368	110000000	DEVELOPER FEE REFUND	\$379.05
DAVE DOWNING					Total Check Amount:	\$379.05
180839	DOWNTOWN FORD SALES	06/14/2019	18138	480515161	2019 INTERCEPTOR#1917	\$31,480.41
DOWNTOWN FORD SALES					Total Check Amount:	\$31,480.41
180840	DOWNTOWN FORD SALES	06/14/2019	18138	480515161	2019 INTERCEPTOR#1918	\$31,480.41
DOWNTOWN FORD SALES					Total Check Amount:	\$31,480.41
180841	DOWNTOWN FORD SALES	06/14/2019	18138	480515161	2019 INTERCEPTOR#1919	\$31,480.41
DOWNTOWN FORD SALES					Total Check Amount:	\$31,480.41
180842	SOUTHERN CALIFORNIA EDISON	06/14/2019	3343	110515121	ELECTRICITY MAY/JUN19	\$3,442.62
		06/14/2019	3343	110515125	ELECTRICITY MAY/JUN19	\$65.94
		06/14/2019	3343	110515141	ELECTRICITY MAY/JUN19	\$2,103.95
		06/14/2019	3343	110515143	ELECTRICITY MAY/JUN19	\$646.27
		06/14/2019	3343	110515144	ELECTRICITY MAY/JUN19	\$1,813.56
		06/14/2019	3343	341515112	ELECTRICITY MAY/JUN19	\$81.96
		06/14/2019	3343	343515112	ELECTRICITY MAY/JUN19	\$107.63
		06/14/2019	3343	345515112	ELECTRICITY MAY/JUN19	\$44.91
		06/14/2019	3343	346515112	ELECTRICITY MAY/JUN19	\$110.01
		06/14/2019	3343	360515145	ELECTRICITY MAY/JUN19	\$597.99
		06/14/2019	3343	420515131	ELECTRICITY MAY/JUN19	\$3,315.83
		06/14/2019	3343	430515123	ELECTRICITY MAY/JUN19	\$532.91
		06/14/2019	3343	490515151	ELECTRICITY MAY/JUN19	\$1,051.18
		06/14/2019	3343	880515113	ELECTRICITY MAY/JUN19	\$11.28
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$13,926.04
180843	JAMES FIERRO	06/14/2019	15354	110000000	DEVELOPER FEE REFUND	\$77.00
JAMES FIERRO					Total Check Amount:	\$77.00
180844	FRANCHISE TAX BOARD	06/14/2019	13287	110	CD916516281 060719 PR	\$207.96
FRANCHISE TAX BOARD					Total Check Amount:	\$207.96
180845	FRANCHISE TAX BOARD/ST OF CALIF	06/14/2019	12043	110	625016303 060719 PR	\$1,451.44
FRANCHISE TAX BOARD/ST OF CALIF					Total Check Amount:	\$1,451.44
180846	FRONTIER COMMUNICATIONS	06/14/2019	26183	420515131	562 1821220 5/28-6/27	\$188.99
FRONTIER COMMUNICATIONS					Total Check Amount:	\$188.99
180847	DANIELA GARCIA	06/14/2019	28589	110404541	34TH MICA 2ND PLACE	\$500.00
DANIELA GARCIA					Total Check Amount:	\$500.00
180848	ERIN GOTO	06/14/2019	28527	110000000	DEVELOPER FEE REFUND	\$42.00

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ERIN GOTO					Total Check Amount:	\$42.00
180849	ANDREW GRZYWA	06/14/2019	25226	110000000	DEVELOPER FEE REFUND	\$196.00
ANDREW GRZYWA					Total Check Amount:	\$196.00
180850	GEORGE GURROLA	06/14/2019	28524	110000000	DEVELOPER FEE REFUND	\$204.00
GEORGE GURROLA					Total Check Amount:	\$204.00
180851	HAI DILAO - FUSION SHABU	06/14/2019	27385	110000000	DEVELOPER FEE REFUND	\$121.26
HAI DILAO - FUSION SHABU					Total Check Amount:	\$121.26
180852	HBT LABS	06/14/2019	25722	110000000	DEVELOPER FEE REFUND	\$134.69
HBT LABS					Total Check Amount:	\$134.69
180853	HINES	06/14/2019	28425	110000000	DEVELOPER FEE REFUND	\$173.82
HINES					Total Check Amount:	\$173.82
180854	JOHN HUDSON	06/14/2019	28586	110404541	34TH MICA STAFF PICK	\$100.00
JOHN HUDSON					Total Check Amount:	\$100.00
180855	IN TIME SERVICES INC.	06/14/2019	20876	950000000	ILJAO ISE TEXT MAY19	\$2,756.32
IN TIME SERVICES INC.					Total Check Amount:	\$2,756.32
180856	ZHIJIE JAING	06/14/2019	28535	110000000	DEVELOPER FEE REFUND	\$488.50
ZHIJIE JAING					Total Check Amount:	\$488.50
180857	JART DIRECT MAIL SERVICES	06/14/2019	8634	110404542	19/20 BROCHURE MAILNG	\$3,166.14
JART DIRECT MAIL SERVICES					Total Check Amount:	\$3,166.14
180858	JAMES JAVAGA	06/14/2019	28526	110000000	DEVELOPER FEE REFUND	\$189.00
JAMES JAVAGA					Total Check Amount:	\$189.00
180859	JIMBOYS TACOS	06/14/2019	28520	110000000	DEVELOPER FEE REFUND	\$26.90
JIMBOYS TACOS					Total Check Amount:	\$26.90
180860	PHILIP A. KOGER	06/14/2019	28595	420515131	BAND:PW OPEN HSE 5/11	\$750.00
PHILIP A. KOGER					Total Check Amount:	\$750.00
180861	PATRICK KONG-JUAN YI	06/14/2019	27253	110000000	DEVELOPER FEE REFUND	\$27.54
PATRICK KONG-JUAN YI					Total Check Amount:	\$27.54
180862	J H KUNZ	06/14/2019	24436	110000000	DEVELOPER FEE REFUND	\$168.00
J H KUNZ					Total Check Amount:	\$168.00
180863	LED CONN CORP	06/14/2019	28525	110000000	DEVELOPER FEE REFUND	\$679.50
LED CONN CORP					Total Check Amount:	\$679.50
180864	JACKSON LI	06/14/2019	28532	110000000	DEVELOPER FEE REFUND	\$410.00
JACKSON LI					Total Check Amount:	\$410.00
180865	LIFE-ASSIST, INC.	06/14/2019	10530	174222222	PM MEDS	\$2,683.16
		06/14/2019	10530	174222222	RETURN INV918196	(\$67.95)
LIFE-ASSIST, INC.					Total Check Amount:	\$2,615.21
180866	MANLEY FANTICOLA HOLDINGS	06/14/2019	27679	110000000	DEVELOPER FEE REFUND	\$10.07
MANLEY FANTICOLA HOLDINGS					Total Check Amount:	\$10.07
180867	GUILLERMO MARTINEZ	06/14/2019	28534	110000000	DEVELOPER FEE REFUND	\$232.50

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GUILLERMO MARTINEZ					Total Check Amount:	\$232.50
180868	MCDONALD'S USA, LLC	06/14/2019	27370	110000000	DEVELOPER FEE REFUND	\$7.73
MCDONALD'S USA, LLC					Total Check Amount:	\$7.73
180869	WILLIAM AND/OR JANET MCGARVEY	06/14/2019	17020	110000000	DEVELOPER FEE REFUND	\$122.00
WILLIAM AND/OR JANET MCGARVEY					Total Check Amount:	\$122.00
180870	MEDPOST URGENT CARE - BREA	06/14/2019	27547	110141481	HR MED SVCS DEC 2018	\$290.00
MEDPOST URGENT CARE - BREA					Total Check Amount:	\$290.00
180871	LANCE MERRILL	06/14/2019	28529	110000000	DEVELOPER FEE REFUND	\$89.00
LANCE MERRILL					Total Check Amount:	\$89.00
180872	NEW CENTURY	06/14/2019	28537	110000000	DEVELOPER FEE REFUND	\$176.37
NEW CENTURY					Total Check Amount:	\$176.37
180873	NLPI	06/14/2019	28522	110000000	DEVELOPER REFUND FEE	\$8.00
NLPI					Total Check Amount:	\$8.00
180874	RALPH NORTHCLIFF	06/14/2019	28531	110000000	DEVELOPER FEE REFUND	\$333.53
RALPH NORTHCLIFF					Total Check Amount:	\$333.53
180875	SHEILA NOSEWORTHY	06/14/2019	28598	110	34TH MICA CONS SALES	\$770.00
SHEILA NOSEWORTHY					Total Check Amount:	\$770.00
180876	GREGORY OELKERS	06/14/2019	22111	110000000	DEVELOPER FEE REFUND	\$219.00
GREGORY OELKERS					Total Check Amount:	\$219.00
180878	OFFICE DEPOT, INC	06/14/2019	4743	110111111	OFFICE SUPPLIES	\$30.13
		06/14/2019	4743	110141441	OFFICE SUPPLIES	\$233.48
		06/14/2019	4743	110141481	OFFICE SUPPLIES	\$62.46
		06/14/2019	4743	110212111	OFFICE SUPPLIES	\$77.71
		06/14/2019	4743	110212121	OFFICE SUPPLIES	\$133.98
		06/14/2019	4743	110404311	OFFICE SUPPLIES	\$413.94
		06/14/2019	4743	110404425	OFFICE SUPPLES	\$141.25
		06/14/2019	4743	110404521	OFFICE SUPPLIES	\$98.29
OFFICE DEPOT, INC					Total Check Amount:	\$1,191.24
180879	OMNI CONCEPTS	06/14/2019	22088	110404211	PREV MNT ON BCC WALLS	\$1,143.75
OMNI CONCEPTS					Total Check Amount:	\$1,143.75
180880	ORANGE CTY INDOOR SHOOTING RANGE	06/14/2019	13157	110212131	AMMUNITION DEC 2018	\$168.00
		06/14/2019	13157	110212131	AMMUNITION FEB 2019	\$266.00
		06/14/2019	13157	110212131	AMMUNITION JAN 2019	\$434.00
		06/14/2019	13157	110212131	AMMUNITION MAR 2019	\$266.00
ORANGE CTY INDOOR SHOOTING RANGE					Total Check Amount:	\$1,134.00
180881	PACIFIC COAST COMMERCIAL	06/14/2019	28597	470141483	DAMAGE CLAIM 4/23/19	\$3,363.96
PACIFIC COAST COMMERCIAL					Total Check Amount:	\$3,363.96
180882	PACIFIC PLASTICS	06/14/2019	23296	110000000	DEVELOPER FEE REFUND	\$519.29
PACIFIC PLASTICS					Total Check Amount:	\$519.29

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180883	PAVE SCHOOL OF THE ARTS	06/14/2019	27854	110	THEATRE DEPOSIT REFND	\$500.00
PAVE SCHOOL OF THE ARTS					Total Check Amount:	\$500.00
180884	PRIMEX CLINICAL LABORATORIES, INC.	06/14/2019	28583	110222231	LABORATORY FEES APR19	\$2,298.00
PRIMEX CLINICAL LABORATORIES, INC.					Total Check Amount:	\$2,298.00
180885	PRINGLES DRAPERIES & BLINDS	06/14/2019	9082	490515151	REPLACEMENT VANES	\$203.48
PRINGLES DRAPERIES & BLINDS					Total Check Amount:	\$203.48
180886	PROFORCE LAW ENFORCEMENT	06/14/2019	25486	110212134	SWAT AMMUNITION	\$1,097.50
PROFORCE LAW ENFORCEMENT					Total Check Amount:	\$1,097.50
180887	PUBLIC SURPLUS/THE PUBLIC GROUP	06/14/2019	18564	480000000	AUCTION SURCHG MAY19	\$228.04
PUBLIC SURPLUS/THE PUBLIC GROUP					Total Check Amount:	\$228.04
180888	NOAH HE QI	06/14/2019	28533	110000000	DEVELOPER FEE REFUND	\$118.00
NOAH HE QI					Total Check Amount:	\$118.00
180889	JESUS RODRIGUEZ	06/14/2019	28538	110000000	DEVELOPER FEE REFUND	\$324.50
JESUS RODRIGUEZ					Total Check Amount:	\$324.50
180890	MICHAEL ROMAN	06/14/2019	28588	110404541	34TH MICA STAFF PICK	\$100.00
MICHAEL ROMAN					Total Check Amount:	\$100.00
180891	JEANNA SANDY	06/14/2019	20105	110000000	DEVELOPER FEE REFUND	\$187.40
JEANNA SANDY					Total Check Amount:	\$187.40
180892	SUSAN SAXE-CLIFFORD, PH.D.*	06/14/2019	22693	110141481	HR PSYCH EVAL MAY19	\$400.00
SUSAN SAXE-CLIFFORD, PH.D.*					Total Check Amount:	\$400.00
180893	LORI SKASICK	06/14/2019	28530	110000000	DEVELOPER FEE REFUND	\$274.70
LORI SKASICK					Total Check Amount:	\$274.70
180894	SPARKLETTS	06/14/2019	3001	490515151	CCC FOUNTAIN WTR 0619	\$18.95
SPARKLETTS					Total Check Amount:	\$18.95
180895	STATE COMPENSATION INSURANCE FUND	06/14/2019	23177	950000000	ILJAOC WC MAR18-MAR19	\$578.76
STATE COMPENSATION INSURANCE FUND					Total Check Amount:	\$578.76
180896	TARGET	06/14/2019	28521	110000000	DEVELOPER FEE REFUND	\$1,870.73
TARGET					Total Check Amount:	\$1,870.73
180897	JAMES & ANN THACKER	06/14/2019	23061	110000000	DEVELOPER FEE REFUND	\$85.00
JAMES & ANN THACKER					Total Check Amount:	\$85.00
180898	TIME WARNER CABLE	06/14/2019	19304	110111143	CABLE CHGS 6/2-7/1	\$29.12
		06/14/2019	19304	110111151	CABLE CHGS 6/2-7/1	\$58.21
		06/14/2019	19304	110111161	CABLE CHGS 6/2-7/1	\$19.07
		06/14/2019	19304	110141481	CABLE CHGS 6/2-7/1	\$19.07
		06/14/2019	19304	110212111	CABLE CHGS 6/2-7/1	\$365.29
		06/14/2019	19304	110222211	CABLE CHGS 6/2-7/1	\$76.26
		06/14/2019	19304	110323212	CABLE CHGS 6/2-7/1	\$77.28
		06/14/2019	19304	110404211	CABLE 6/2-7/1 40955	\$128.01

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
180898	TIME WARNER CABLE	06/14/2019	19304	110404311	CABLE CHGS 6/2-7/1	\$19.07
		06/14/2019	19304	110404521	CABLE 6/2-7/1 15759	\$28.96
		06/14/2019	19304	420515131	CABLE 6/2-7/1 20981	\$137.27
		06/14/2019	19304	420515131	CABLE 6/2-7/1 49861	\$88.91
		06/14/2019	19304	490515151	CABLE CHGS 6/2-7/1	\$19.07
TIME WARNER CABLE					Total Check Amount:	\$1,065.59
180899	TS GOVERNMENT SOLUTIONS, LLC	06/14/2019	28596	110404215	FITNESS EQPT PARTS	\$867.37
		06/14/2019	28596	110404215	LIFE FITNESS PEDALS	\$217.09
		06/14/2019	28596	110404215	QTRLY PM:FITNESS EQPT	\$1,603.75
TS GOVERNMENT SOLUTIONS, LLC					Total Check Amount:	\$2,688.21
180900	TURNOUT MAINTENANCE COMPANY, LLC	06/14/2019	19898	110222221	TURNOUT CLEAN/REPAIR	\$82.50
TURNOUT MAINTENANCE COMPANY, LLC					Total Check Amount:	\$82.50
180902	VERIZON WIRELESS	06/14/2019	21122	110111111	9830644007 4/23-5/22	\$53.50
		06/14/2019	21122	110111143	9830644007 4/23-5/22	\$137.02
		06/14/2019	21122	110111151	9830644007 4/23-5/22	\$132.42
		06/14/2019	21122	110111161	9830644007 4/23-5/22	\$53.50
		06/14/2019	21122	110141411	9830644007 4/23-5/22	\$30.02
		06/14/2019	21122	110141424	9830644007 4/23-5/22	\$53.50
		06/14/2019	21122	110141441	9830644007 4/23-5/22	\$53.50
		06/14/2019	21122	110141481	9830644007 4/23-5/22	\$53.30
		06/14/2019	21122	110212121	9830644007 4/23-5/22	\$4,078.59
		06/14/2019	21122	110222223	9830644007 4/23-5/22	\$1,388.27
		06/14/2019	21122	110323212	9830644007 4/23-5/22	\$53.50
		06/14/2019	21122	110323231	9830644007 4/23-5/22	\$53.50
		06/14/2019	21122	110323241	9830644007 4/23-5/22	\$53.50
		06/14/2019	21122	110323242	9830644007 4/23-5/22	\$53.50
		06/14/2019	21122	110323243	9830644007 4/23-5/22	\$53.50
		06/14/2019	21122	110404311	9830644007 4/23-5/22	\$570.60
		06/14/2019	21122	110404525	9830644007 4/23-5/22	\$107.00
		06/14/2019	21122	110515171	9830644007 4/23-5/22	\$215.43
		06/14/2019	21122	174222222	9830644007 4/23-5/22	\$858.09
		06/14/2019	21122	410515124	9830644007 4/23-5/22	\$30.02
		06/14/2019	21122	420515131	9830644007 4/23-5/22	\$932.15
		06/14/2019	21122	430515123	9830644007 4/23-5/22	\$749.13
		06/14/2019	21122	460141474	9830644007 4/23-5/22	\$321.00
		06/14/2019	21122	475141471	9830644007 4/23-5/22	\$645.58
VERIZON WIRELESS					Total Check Amount:	\$10,730.12
180903	VONS SAFEWAY, INC	06/14/2019	22142	110000000	DEVELOPER FEE REFUND	\$48.74

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
VONS SAFEWAY, INC					Total Check Amount:	\$48.74
180904	ALEXANDRIA WALLACE	06/14/2019	28587	110404541	34TH MICA STAFF PICK	\$100.00
ALEXANDRIA WALLACE					Total Check Amount:	\$100.00
180905	KENT WATTS	06/14/2019	25598	110000000	DEVELOPER FEE REFUND	\$289.00
KENT WATTS					Total Check Amount:	\$289.00
180906	JEFF WEBER	06/14/2019	20118	110000000	DEVELOPER FEE REFUND	\$162.00
JEFF WEBER					Total Check Amount:	\$162.00
180907	MASAKO WHITE	06/14/2019	24663	110000000	DEVELOPER FEE REFUND	\$18.00
MASAKO WHITE					Total Check Amount:	\$18.00
180908	MARK WINTER	06/14/2019	21976	110000000	DEVELOPER FEE REFUND	\$77.00
MARK WINTER					Total Check Amount:	\$77.00
Check Subtotal					\$174,724.86	
V37840	ADMINISTRATIVE & PROF	06/14/2019	3344	110	DED:4010 APEA MEMBR	\$564.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$564.00
V37841	THE ADVANTAGE GROUP	06/14/2019	24539	110	DED:808B FSA DEPCAR	\$2,694.88
		06/14/2019	24539	110	DED:808C FSA UR MED	\$5,254.78
THE ADVANTAGE GROUP					Total Check Amount:	\$7,949.66
V37842	JUDY ALLEN	06/14/2019	20447	110404215	CLASS INSTR BCC MAY19	\$200.00
JUDY ALLEN					Total Check Amount:	\$200.00
V37843	CORRINE BARRIOS GAMINO	06/14/2019	28084	110404215	BCC YOGA MAY 2019	\$60.00
CORRINE BARRIOS GAMINO					Total Check Amount:	\$60.00
V37844	JEANETTE BELL	06/14/2019	28476	110404215	SILVERSNKRS BCC MAY19	\$150.00
JEANETTE BELL					Total Check Amount:	\$150.00
V37845	JANET BIRCH	06/14/2019	25982	110404215	YOGA BCC MAY 2019	\$25.00
JANET BIRCH					Total Check Amount:	\$25.00
V37846	CHRISTINE BOATNER	06/14/2019	18460	110404215	BECKMAN ADMIN MAY19	\$459.00
		06/14/2019	18460	110404215	BECKMAN FITNESS MAY19	\$104.00
		06/14/2019	18460	110404215	CLASS INSTR BCC MAY19	\$275.00
CHRISTINE BOATNER					Total Check Amount:	\$838.00
V37847	BPSEA MEMORIAL FOUNDATION	06/14/2019	14990	110	DED:4050 MEMORIAL	\$222.00
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$222.00
V37848	BRADY INDUSTRIES	06/14/2019	27438	490515151	FLOOR FINISH	\$874.41
BRADY INDUSTRIES					Total Check Amount:	\$874.41
V37849	BREA CITY EMPLOYEES ASSOCIATION	06/14/2019	3236	110	DED:4005 BCEA MEMBR	\$600.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$600.00
V37850	BREA DISPOSAL, INC	06/14/2019	3330	440515122	REFUSE COLLECTN MAY19	\$151,555.40
BREA DISPOSAL, INC					Total Check Amount:	\$151,555.40
V37851	BREA FIREFIGHTERS ASSOCIATION	06/14/2019	3237	110	DED:4016 ASSOC MEMB	\$8,230.50
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$8,230.50

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V37852	BREA POLICE ASSOCIATION	06/14/2019	3769	110	DED:4030 BPA REG	\$3,450.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,450.00
V37853	BREA POLICE ATHLETIC LEAGUE	06/14/2019	1068	110	DED:5010 B.P.A.L.	\$120.00
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$120.00
V37854	BREA POLICE MANAGEMENT ASSOCIATION	06/14/2019	21189	110	DED:4019 LDF MEMBRS	\$13.00
		06/14/2019	21189	110	DED:4020 PMA MEMBRS	\$130.00
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$143.00
V37855	BREA/ORANGE COUNTY PLUMBING	06/14/2019	3781	490515151	EARTHQK SHUTOFF VLVES	\$3,988.76
BREA/ORANGE COUNTY PLUMBING					Total Check Amount:	\$3,988.76
V37856	CALIFORNIA DOMESTIC WATER CO	06/14/2019	3388	420515131	WTR CONSUMPTION MAY19	\$177,909.54
CALIFORNIA DOMESTIC WATER CO					Total Check Amount:	\$177,909.54
V37857	ARLINDA CANTU	06/14/2019	26312	110404215	BECKMAN FITNESS MAY19	\$125.00
		06/14/2019	26312	110404215	PSNL TRAINR BCC MAY19	\$906.84
		06/14/2019	26312	110404215	SEILVER SNKRS BCC MAY	\$125.00
ARLINDA CANTU					Total Check Amount:	\$1,156.84
V37858	CORE & MAIN LP	06/14/2019	27049	420515131	WATER METER ENCODERS	\$3,992.57
CORE & MAIN LP					Total Check Amount:	\$3,992.57
V37859	JOEL DACANAY	06/14/2019	28068	110404215	MSG THERAPICT BCC MAY	\$40.00
JOEL DACANAY					Total Check Amount:	\$40.00
V37860	MICHAEL DURALDE	06/14/2019	25228	110404215	BREA MOVEMENT MAY19	\$737.40
		06/14/2019	25228	110404215	FIT U BEG GUIDE MAY19	\$473.40
		06/14/2019	25228	110404215	PSNL TRAINR BCC MAY19	\$383.04
		06/14/2019	25228	110404215	SLVER SNKRS BCC MAY19	\$84.00
MICHAEL DURALDE					Total Check Amount:	\$1,677.84
V37861	MYRA DUVALL	06/14/2019	18083	110404215	YOGA BCC MAY19	\$325.00
MYRA DUVALL					Total Check Amount:	\$325.00
V37862	FILARSKY & WATT LLP	06/14/2019	2043	110141481	PROF SVCS MAY 2019	\$4,127.50
FILARSKY & WATT LLP					Total Check Amount:	\$4,127.50
V37863	FUSCOE ENGINEERING, INC.	06/14/2019	18052	410515132	NPDES TECH SUPP APR19	\$430.25
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$430.25
V37864	MELISSA GIFFORD	06/14/2019	10645	110404215	CLASS INSTR BCC MAY19	\$275.00
MELISSA GIFFORD					Total Check Amount:	\$275.00
V37865	DON GOLDEN	06/14/2019	10729	110000000	INSP SVCS 5/23-6/5/19	\$8,269.71
		06/14/2019	10729	110323242	INSP SVCS 5/23-6/5/19	\$256.93
DON GOLDEN					Total Check Amount:	\$8,526.64
V37866	MARITZA GONZALEZ	06/14/2019	28459	110404215	ZUMBA BCC MAY 2019	\$150.00
MARITZA GONZALEZ					Total Check Amount:	\$150.00
V37867	HCI SYSTEMS INC	06/14/2019	25112	110515125	DTPS3 FIRE ALARM TEST	\$1,105.00
		06/14/2019	25112	490515151	ANNUAL SPRINKLER INSP	\$1,200.00

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HCI SYSTEMS INC					Total Check Amount:	\$2,305.00
V37868	LUIS FERNANDO HERNANDEZ	06/14/2019	28069	110404215	MSG THERAPIST BCC MAY	\$50.00
LUIS FERNANDO HERNANDEZ					Total Check Amount:	\$50.00
V37869	MONA HERNANDEZ	06/14/2019	23114	110404215	MSG THERAPIST BCC MAY	\$588.80
MONA HERNANDEZ					Total Check Amount:	\$588.80
V37870	PAMELA JOHNSTON	06/14/2019	28025	110404215	ZUMBA BCC MAY 2019	\$150.00
PAMELA JOHNSTON					Total Check Amount:	\$150.00
V37871	K PRO STONE CARE	06/14/2019	20535	110404211	TILE CLEANING:BCC	\$4,250.00
		06/14/2019	20535	490515151	TILE REPAIR:BCC RR	\$600.00
K PRO STONE CARE					Total Check Amount:	\$4,850.00
V37872	KELLY PAPER	06/14/2019	7039	110141441	PAPER	\$247.00
		06/14/2019	7039	110141441	PAPER/SUPPLIES	\$173.64
		06/14/2019	7039	110404215	PAPER	\$96.22
KELLY PAPER					Total Check Amount:	\$516.86
V37873	KAREN KIESS	06/14/2019	21414	110404215	CLASS INSTR BCC MAY19	\$225.00
KAREN KIESS					Total Check Amount:	\$225.00
V37874	FRANCESCO LA TORRE	06/14/2019	24398	110404521	MAY 2019 MILEAGE	\$38.28
FRANCESCO LA TORRE					Total Check Amount:	\$38.28
V37875	DOLLY LAI	06/14/2019	18084	110404215	YOGA BCC MAY19	\$90.00
DOLLY LAI					Total Check Amount:	\$90.00
V37876	RENEE F. LAVACOT	06/14/2019	6754	110404215	ZUMBA BCC MAY 2019	\$275.00
RENEE F. LAVACOT					Total Check Amount:	\$275.00
V37877	BERRY LIANG	06/14/2019	25640	110404215	BECKMAN ADMIN MAY19	\$527.00
		06/14/2019	25640	110404215	BECKMAN FITNESS/CYCLE	\$216.00
		06/14/2019	25640	110404215	CIRCUIT/CYCLE BCC MAY	\$253.00
		06/14/2019	25640	110404215	PSNL TRAINR BCC MAY19	\$426.75
BERRY LIANG					Total Check Amount:	\$1,422.75
V37878	LIEBERT CASSIDY WHITMORE	06/14/2019	2489	470141483	COUNSELING SUPV APR19	\$111.00
LIEBERT CASSIDY WHITMORE					Total Check Amount:	\$111.00
V37879	LINCOLN AQUATICS	06/14/2019	17902	490515151	POOL FILTER	\$160.90
		06/14/2019	17902	490515152	POOL LIGHT	\$498.31
LINCOLN AQUATICS					Total Check Amount:	\$659.21
V37880	TANYA LOSCUTOFF	06/14/2019	22092	110404215	CLASS INSTR BCC MAY19	\$182.00
		06/14/2019	22092	110404215	POWER TRNG CLUB MAY19	\$288.00
		06/14/2019	22092	110404215	PSNL TRAINR BCC MAY19	\$1,262.28
TANYA LOSCUTOFF					Total Check Amount:	\$1,732.28
V37881	STACY MABRY	06/14/2019	7026	110404215	LOW IMPACT BCC MAY19	\$135.00
STACY MABRY					Total Check Amount:	\$135.00
V37882	MAILFINANCE	06/14/2019	21677	110141441	MAILSYSTM LSE MAR-JUN	\$1,420.45

City Check Register for: Jun 14, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
MAILFINANCE					Total Check Amount:	\$1,420.45
V37883	MAKE IT "PERSONAL"	06/14/2019	19203	110212131	NAME PLATES	\$53.24
MAKE IT "PERSONAL"					Total Check Amount:	\$53.24
V37884	SUSAN MARTIN	06/14/2019	23655	110404523	SERVICES APRIL 2019	\$2,450.00
SUSAN MARTIN					Total Check Amount:	\$2,450.00
V37885	KRIS MARUMOTO	06/14/2019	17803	110404215	YOGA BCC MAY19	\$175.00
		06/14/2019	17803	110404215	YOGA BECKMAN MAY19	\$25.00
KRIS MARUMOTO					Total Check Amount:	\$200.00
V37886	ANDREA MCGRANAHAN	06/14/2019	26046	110404215	BECKMAN FTNS/BOOTCAMP	\$234.00
		06/14/2019	26046	110404215	CLASS INSTR BCC MAY19	\$810.00
		06/14/2019	26046	110404215	PSNL TRAINR BCC MAY19	\$118.05
ANDREA MCGRANAHAN					Total Check Amount:	\$1,162.05
V37887	NOAH MCGRANAHAN	06/14/2019	27906	110404215	BECKMAN FITNESS MAY19	\$96.00
NOAH MCGRANAHAN					Total Check Amount:	\$96.00
V37888	CESAR MENDOZA	06/14/2019	28460	110404215	ZUMBA BCC MAY 2019	\$50.00
CESAR MENDOZA					Total Check Amount:	\$50.00
V37889	JENNIFER MONZON-SCROFINI	06/14/2019	20158	110404215	CLASS INSTR BCC MAY19	\$234.00
JENNIFER MONZON-SCROFINI					Total Check Amount:	\$234.00
V37890	NATASHA MOORE	06/14/2019	10711	110404215	BODY PUMP BCC MAY19	\$150.00
NATASHA MOORE					Total Check Amount:	\$150.00
V37891	ORANGE COUNTY UNITED WAY	06/14/2019	3451	110	DED:5005 UNITED WAY	\$12.40
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$12.40
V37892	SHAUN OSHANN	06/14/2019	25949	460141474	MAY 2019 MILEAGE	\$722.33
SHAUN OSHANN					Total Check Amount:	\$722.33
V37893	PACIFIC TELEMAGEMENT SERVICES	06/14/2019	19696	475141471	7147920398 JUNE 2019	\$75.00
PACIFIC TELEMAGEMENT SERVICES					Total Check Amount:	\$75.00
V37894	PARACLETE FIRE AND SAFETY, INC.	06/14/2019	17760	110222223	FIRE EXT SVC FS2 2/1	\$127.54
		06/14/2019	17760	110222223	FIRE EXT SVC FS3 2/1	\$51.04
		06/14/2019	17760	110222223	FIRE EXT SVC FS4 2/1	\$51.04
		06/14/2019	17760	110515125	FIRE EXT SVC PS1 1/16	\$43.54
		06/14/2019	17760	110515125	FIRE EXT SVC PS2 1/9	\$369.60
		06/14/2019	17760	490515151	FIRE EXT SVC BCC 1/22	\$345.03
		06/14/2019	17760	490515151	FIRE EXT SVC CCC 1/16	\$639.28
PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$1,627.07
V37895	PIERRE PASA	06/14/2019	11096	110404215	CARDIO KICK BCC MAY19	\$279.00
PIERRE PASA					Total Check Amount:	\$279.00
V37896	HERMAN PERDOMO JR,	06/14/2019	20265	110404215	BODY PUMP BCC MAY19	\$125.00
HERMAN PERDOMO JR,					Total Check Amount:	\$125.00

City Check Register for: Jun 14, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V37897	IRACEMA PERDOMO	06/14/2019	14135	110404215	BODY PUMP BCC MAY19	\$200.00
IRACEMA PERDOMO					Total Check Amount:	\$200.00
V37898	BRIANA PERLSON	06/14/2019	28024	110404215	YOGA BCC MAY 2019	\$46.00
BRIANA PERLSON					Total Check Amount:	\$46.00
V37899	PRIME SYSTEMS INDUSTRIAL AUTOMATION	06/14/2019	27059	420515131	TELEMETRY	\$4,113.78
PRIME SYSTEMS INDUSTRIAL AUTOMATION					Total Check Amount:	\$4,113.78
V37900	KAYLA RABJOHNS	06/14/2019	28472	110404215	CIRCUIT SPORT BCC MAY	\$23.00
KAYLA RABJOHNS					Total Check Amount:	\$23.00
V37901	RAY-LITE INDUSTRIES, INC.	06/14/2019	19800	490515152	LED LIGHTS FOR GYM	\$3,531.51
RAY-LITE INDUSTRIES, INC.					Total Check Amount:	\$3,531.51
V37902	RUBILENA ROJAS	06/14/2019	27996	110404215	BOOT CAMP BECKMAN MAY	\$78.00
RUBILENA ROJAS					Total Check Amount:	\$78.00
V37903	NATALIA ANN ROSENFELD	06/14/2019	28279	110404215	POUND CLASS BCC MAY19	\$115.00
NATALIA ANN ROSENFELD					Total Check Amount:	\$115.00
V37904	RUSSELL SIGLER INC.	06/14/2019	21638	490515151	FS1 HVAC PARTS	\$33.23
		06/14/2019	21638	490515151	HVAC FILTERS	\$167.83
RUSSELL SIGLER INC.					Total Check Amount:	\$201.06
V37905	MICHAEL RYAN	06/14/2019	12856	460141474	MAY 2019 MILEAGE	\$117.16
MICHAEL RYAN					Total Check Amount:	\$117.16
V37906	JOSHUA SAZDANOFF	06/14/2019	21272	110404215	PSNL TRAINR BCC MAY19	\$165.00
JOSHUA SAZDANOFF					Total Check Amount:	\$165.00
V37907	LAURENE SCHULZE	06/14/2019	18034	110404215	YOGA BCC MAY 2019	\$46.00
LAURENE SCHULZE					Total Check Amount:	\$46.00
V37908	SIERRA-CEDAR, INC	06/14/2019	23086	950000000	ILJAOC CONSULT MAY19	\$3,900.00
SIERRA-CEDAR, INC					Total Check Amount:	\$3,900.00
V37909	ISMAEL O SILVA	06/14/2019	24370	110404215	ZUMBA BCC MAY19	\$210.00
ISMAEL O SILVA					Total Check Amount:	\$210.00
V37910	SITEONE LANDSCAPE SUPPLY, LLC	06/14/2019	25942	110515143	IRRIGATION PARTS/BLADE	\$304.74
		06/14/2019	25942	110515144	IRRIGATION PARTS	\$103.55
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$408.29
V37911	SPECTRUM GAS PRODUCTS, INC.	06/14/2019	16060	174222222	OXYGEN	\$30.00
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$30.00
V37912	SPICERS PAPER, INC.	06/14/2019	18883	110141441	PAPER	\$3,651.91
SPICERS PAPER, INC.					Total Check Amount:	\$3,651.91
V37913	STAPLES TECHNOLOGY SOLUTIONS	06/14/2019	22888	110111151	TONER	\$81.39
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$81.39
V37914	SUPERIOR ALARM SYSTEMS	06/14/2019	11074	475141471	2019 ALARM:900 OLINDA	\$540.00
SUPERIOR ALARM SYSTEMS					Total Check Amount:	\$540.00
V37915	EMI TANAKA	06/14/2019	28116	110404215	PILATES BECKMAN MAY19	\$125.00

City Check Register for: Jun 14, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
EMI TANAKA						Total Check Amount: \$125.00
V37916	TECHNIGLOVE INTERNATIONAL INC	06/14/2019	17691	110212131	NITRILE GLOVES (6 CS)	\$780.89
TECHNIGLOVE INTERNATIONAL INC						Total Check Amount: \$780.89
V37917	THOMSON REUTERS - WEST	06/14/2019	22020	110111112	LEGAL SUBSCR 4/5-5/4	\$504.28
THOMSON REUTERS - WEST						Total Check Amount: \$504.28
V37918	TITAN WATER TECHNOLOGY, INC.	06/14/2019	25776	490515151	WATER TREATMENT JUN19	\$415.00
TITAN WATER TECHNOLOGY, INC.						Total Check Amount: \$415.00
V37919	TOWNSEND PUBLIC AFFAIRS, INC.	06/14/2019	18881	110111145	ADVOCACY CONSULT MAY	\$1,250.00
		06/14/2019	18881	410111145	ADVOCACY CONSULT MAY	\$1,250.00
		06/14/2019	18881	420111145	ADVOCACY CONSULT MAY	\$1,250.00
		06/14/2019	18881	430111145	ADVOCACY CONSULT MAY	\$1,250.00
TOWNSEND PUBLIC AFFAIRS, INC.						Total Check Amount: \$5,000.00
V37920	TROPICAL PLAZA NURSERY, INC	06/14/2019	2062	110515141	PRKS/MSM LNDSCO MAY19	\$2,529.61
		06/14/2019	2062	110515143	CITY LANDSCAPE MAY19	\$12,483.10
		06/14/2019	2062	110515148	TRACKS SEG 3 MAY 2019	\$2,428.03
		06/14/2019	2062	110515148	TRCKS S2 LNDSCP MAY19	\$899.44
		06/14/2019	2062	110515148	TRCKS S4 LNDSCP MAY19	\$1,985.50
		06/14/2019	2062	341515112	MD#1 LANDSCAPE MAY19	\$1,166.91
		06/14/2019	2062	343515112	MD#3 LANDSCAPE MAY19	\$1,979.91
		06/14/2019	2062	345515112	MD#5 LANDSCAPE MAY19	\$2,377.29
		06/14/2019	2062	346515112	MD#6 LANDSCAPE MAY19	\$6,432.23
		06/14/2019	2062	347515112	MD#7 LANDSCAPE MAY19	\$1,047.53
		06/14/2019	2062	361515148	TRACKS SEG 5 MAY 2019	\$19.26
		06/14/2019	2062	880515113	GATEWAY CTR MNT MAY19	\$1,204.66
TROPICAL PLAZA NURSERY, INC						Total Check Amount: \$34,553.47
V37921	TURBO DATA SYSTEMS, INC.	06/14/2019	1472	110212132	HANDHELD LEASE TPM	\$193.95
TURBO DATA SYSTEMS, INC.						Total Check Amount: \$193.95
V37922	EDEN TURNER	06/14/2019	21951	110404215	BODY PUMP BCC MAY19	\$200.00
EDEN TURNER						Total Check Amount: \$200.00
V37923	VAVRINEK, TRINE, DAY & CO., LLP	06/14/2019	27146	110141431	AUDIT:OPEB/PENSIONS	\$2,500.00
		06/14/2019	27146	110141431	COMPLETION:CAFR AUDIT	\$2,500.00
		06/14/2019	27146	110141431	COMPLETN:SINGLE AUDIT	\$1,200.00
		06/14/2019	27146	110141431	V30829 NON-PO CHARGES	(\$2,500.00)
		06/14/2019	27146	430141431	COMPLETION:CAFR AUDIT	\$200.00
		06/14/2019	27146	630323219	AUDIT:DEBT REFUNDING	\$2,500.00
		06/14/2019	27146	630323219	COMPLETION:CAFR AUDIT	\$800.00
		06/14/2019	27146	630323219	V30829 NON-PO CHARGES	(\$2,500.00)
VAVRINEK, TRINE, DAY & CO., LLP						Total Check Amount: \$4,700.00
V37924	JUANA VENTURA	06/14/2019	17752	110404215	CYCLE BCC MAY19	\$125.00

City Check Register for: Jun 14, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V37924	JUANA VENTURA	06/14/2019	17752	110404215	CYCLE BECKMAN MAY19	\$156.00
JUANA VENTURA						Total Check Amount: \$281.00
V37925	WALTERS WHOLESALE ELECTRIC	06/14/2019	1667	490515151	LIGHT SENSORS	\$239.83
WALTERS WHOLESALE ELECTRIC						Total Check Amount: \$239.83
V37926	LINDA WATSON	06/14/2019	11871	110404215	YOGA BCC MAY19	\$210.00
LINDA WATSON						Total Check Amount: \$210.00
V37927	KAREN WELCH	06/14/2019	27434	110404215	PILATES BCC MAY19	\$120.00
KAREN WELCH						Total Check Amount: \$120.00
V37928	WEST-LITE SUPPLY CO., INC.	06/14/2019	5192	490515151	LIGHTING	\$59.93
WEST-LITE SUPPLY CO., INC.						Total Check Amount: \$59.93
V37929	EMELI YACELGA	06/14/2019	28115	110404215	ZUMBA BCC MAY 2019	\$25.00
EMELI YACELGA						Total Check Amount: \$25.00
V37930	ELEANOR YBARRA	06/14/2019	27904	110404215	CLASS INSTR BCC MAY19	\$425.00
ELEANOR YBARRA						Total Check Amount: \$425.00
V37931	ZOLL MEDICAL CORPORATION	06/14/2019	23538	174222222	PM SUPPLIES FS2	\$1,465.89
ZOLL MEDICAL CORPORATION						Total Check Amount: \$1,465.89
Voucher Subtotal						\$466,144.97

TOTAL \$640,869.83

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 06/18/2019

SUBJECT: Assignment of Senior Citizen Housing Subsidy Agreements to the City of Brea and Execution of an Assignment Agreement and Taking Other Related Actions

RECOMMENDATION

Approve resolution.

BACKGROUND/DISCUSSION

As Council is aware, the State's 2012 actions to dissolve Redevelopment Agencies caused our Senior Subsidy Program from accepting new applicants at that time. This program provides a \$254 monthly rent subsidy to assist qualified Senior's with their rent payment. This program dates back into Brea Redevelopment Agency history where revenues generated by the Agency provided a reliable and consistent funding source for this program. The unwinding of Redevelopment funded this program through December 2019 with no further funding from that source available after that date. Staff discussed this circumstance with the Council in 2017 and received its direction to continue funding any remaining program participants after December 2019 via the City's Affordable Housing Trust Fund (Fund 270).

To achieve the Council's goal to continue funding any remaining program participants after December 2019 two actions are necessary--this is the second of those actions, the first being the subject of a separate report and action from the Council (also on this meeting agenda). The action proposed here is by the Council in its capacity as the Successor Agency to accompany the prior action taken by the Council for the City. Together, these actions serve to have the City now fund this program and its remaining participants.

The resolution and assignment agreement for Successor Agency to the City of Brea are provided as attachments to this report.

FISCAL IMPACT/SUMMARY

The funding for this program through the Successor Agency to the City of Brea ends in December 2019 and is budgeted within the Successor Agency proposed FY 2019-20 budget.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Lee Squire, Financial Services Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

Assignment and Assumption Agreement - Attachment A to Resolution

RESOLUTION NO. SA 2019-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, ACTING AS THE SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY, APPROVING THE ASSIGNMENT OF SENIOR CITIZEN HOUSING SUBSIDY AGREEMENTS TO THE CITY OF BREA AND THE EXECUTION OF A RELATED ASSIGNMENT AGREEMENT AND TAKING OTHER RELATED ACTIONS

A. RECITALS:

(i) Pursuant to AB X1 26 (enacted in June 2011) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal. 4th 231 (2011), the former Brea Redevelopment Agency (the "Former Agency") was dissolved as of February 1, 2012, the Successor Agency to the Brea Redevelopment Agency (the "**Successor Agency**") was constituted as the successor entity to the Former Agency;

(ii) Before dissolution, the Former Agency established a Senior Citizen Housing Subsidy Program to provide assistance to qualified senior citizens or senior citizen households in the City of Brea (the "**City**");

(iii) In that connection, the Former Agency entered into agreements (the "**Subsidy Agreements**") with respect to a number of leases (the "**Tenant Leases**") between the qualified senior citizens or senior citizen households, as tenants, and respective landlords;

(iv) Each Subsidy Agreement contemplates that certain housing assistance payments thereunder (the "**Assistance Payments**") would continue to the expiration of the related Tenant Lease, unless terminated earlier pursuant to the terms of the Subsidy Agreement;

(v) The Successor Agency, as the successor to the Former Agency, has continued the Assistance Payments after the Former Agency's dissolution;

(vi) As part of the wind-down of the Former Agency's affairs, the Successor Agency prepared a Last and Final Recognized Obligation payment Schedule (the "**LFROPS**"), which required the approval of the State Department of Finance (the "**DOF**");

(vii) During the review of the LFROPS, the DOF expressed that the Successor Agency should terminate the Assistance Payments by December 2019, which is earlier than the end of term of many related Tenant Leases;

(viii) Separately, the City has established an Affordable Housing Program pursuant to Chapter 20.40 of the Brea City Code and maintains a special fund, designated the "**Affordable Housing Trust Fund**" under Section 20.40.070 of the Brea City Code;

(ix) The City desires to use moneys available in the Affordable Housing Trust Fund to continue the Assistance Payments after December 2019 and, in that connection, the City and the Successor Agency will enter into a Blanket Assignment and Assumption of Senior Citizen Housing Subsidy Agreements (the "**Assignment**");

(x) Pursuant to HSC Section 34191.6, the Successor Agency is authorized to execute the Assignment (which effectively modifies the existing arrangements under the Subsidy Agreements), because: (i) there is no acceleration or increase of outstanding payments owing from the Successor Agency, (ii) there is no extension of the Successor Agency's scheduled payments approved under the LFROPS, and (iii) no new or additional obligation payable from the Successor Agency's Redevelopment Property Tax Trust Fund is created;

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea, acting as the Successor Agency to the Brea Redevelopment Agency, as follows:

1. The above recitals are true and correct and are a substantive part of this Resolution.

2. The assignment of the Subsidy Agreements to the City is hereby authorized and approved. Each of the Mayor of the City (or, in the Mayor's absence, the Mayor Pro Tem of the City) and the Successor Agency's Executive Director (together, the "**Authorized Officers**"), acting individually, is hereby authorized to execute and deliver, for and in the name of the Successor Agency, the Assignment, substantially in the form attached as Attachment A, to effect and evidence such conveyance.

4. The Officers and staff members of the Successor Agency are hereby authorized, jointly and severally, to do all things (including but not limited to the execution of any certificates or other instruments) which they may deem necessary or proper to effectuate the purposes of the Assignment and this Resolution, and any such actions previously taken are hereby ratified and confirmed.

5. This Resolution will become effective upon adoption.

APPROVED AND ADOPTED this 18th day of June, 2019.

RESO NO. SA 2019-03
June 18, 2019

Christine Marick, 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 City Council of the City of Brea, acting as the Successor Agency to the Brea Redevelopment Agency, held on the 18th day of June, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATE: _____

Lillian Harris-Neal, City Clerk

RESO NO. SA 2019-03
June 18, 2019

**BLANKET ASSIGNMENT AND ASSUMPTION OF SENIOR CITIZEN HOUSING
SUBSIDY AGREEMENTS**

THIS BLANKET ASSIGNMENT AND ASSUMPTION OF SENIOR CITIZEN HOUSING SUBSIDY AGREEMENTS (this "Assignment") is dated as of June 18, 2019 but will not be effective until January 1, 2020 (the "Assignment Date") and is entered into by and between the SUCCESSOR AGENCY TO THE BREA REDEVELOPMENT AGENCY ("Assignor") and the CITY OF BREA ("Assignee").

RECITALS

- A. The Brea Redevelopment Agency ("Agency") entered into the Senior Citizen Housing Subsidy Agreements described on Exhibit "A" attached hereto (the "Agreements").
- B. The Agency was dissolved by operation of law, and Assignor succeeded to the rights and obligations of the Agency under the Agreements.
- C. Assignor wishes to transfer, convey and assign to Assignee (as of the Assignment Date) all rights and obligations of Assignor in, to and under the Agreements, and Assignee wishes to assume (as of the Assignment Date) all of Assignor's obligations under the Agreements.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt legal sufficiency and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of Assignment Date, Assignor hereby grants, assigns and transfers to Assignee all of Assignor's rights and obligations under and to the Agreements.
2. Assumption. Effective as of the Assignment Date, Assignee hereby accepts the assignment from Assignor described in Section 1 of this Assignment, and assumes and agrees to perform all of the terms, covenants, obligations and conditions required to be kept, performed and fulfilled by Assignor under the Agreements; provided, that it is clarified that the City shall pay the housing assistance payments under the Agreements solely from an "Affordable Housing Trust Fund," which was established under Section 20.40.070 of the Brea City Code, and no other funds of the City shall be liable therefor.
3. Counterparts. This Assignment 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.
4. Entire Agreement. This Assignment is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior

agreements between the parties hereto with respect thereto. This Assignment may not be altered, amended, changed, terminated or modified in any respect or particular, unless the same shall be in writing signed by the parties.

5. Successors. This Assignment shall be binding on and inure to the benefit of the parties hereto, their respective successors in interest and assigns.

6. Further Assurances. The parties hereto hereby agree to execute and deliver all further assurances, assignments and any other documents, and to take any other actions reasonably necessary to facilitate the assignment and assumption provided for in this Assignment.

7. Governing Law. This Assignment shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

ASSIGNOR:

SUCCESSOR AGENCY TO THE BREA
REDEVELOPMENT AGENCY

By: _____

Print Name: _____

Title: _____

ASSIGNEE:

CITY OF BREA

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

LIST OF AGREEMENTS BEING ASSIGNED AND ASSUMED*

Property Address	Agreement Effective Date
137 N. Orange Ave	2/1/2011
220 W. Central Ave	2/1/2009
285 W. Central Ave	12/1/2011
327 E. Ash St	12/1/2009
327 E. Ash St	5/1/2010
327 E. Ash St	5/1/2012
5700 Carbon Canyon Rd	7/1/2010
5700 Carbon Canyon Rd	6/1/2011
625 N. Puente St	6/1/2002
625 N. Puente St	7/1/2002
625 N. Puente St	7/1/2003
625 Puente St	11/1/2009
625 Puente St	4/1/2011
855 N. Brea Blvd	10/1/2001
855 N. Brea Blvd	4/1/2008
855 N. Brea Blvd	12/1/2008
855 N. Brea Blvd	7/1/2011

*Note - All original agreements being assigned are on file in the office of the City Clerk and are available for review.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 06/18/2019

SUBJECT: Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending April 30, 2019

RECOMMENDATION

Receive and file.

BACKGROUND/DISCUSSION

The Monthly Report of Investments is in accordance with Government Code Section 53607 and contains information on the investment activities for the month of April 2019. Funds received by the Successor Agency are typically spent within three to six months; therefore are not invested long-term. The Successor Agency's Local Agency Investment Fund (LAIF) is used for short-term investments and functions like a savings account until funds are required to meet expenditures needs. Attachment A includes a Portfolio Summary and Holdings Report prepared by Chandler Asset Management for the funds invested on behalf of the Successor Agency. As of April 30, 2019, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was \$1,879,490.66 in comparison to \$1,875,213.21 at March 31, 2019. The Successor Agency to the Brea Redevelopment Agency has sufficient cash flow to meet its expected expenditures for the next six months.

The Successor Agency also has restricted (fiscal agent) cash and investment accounts related to its various bond reserve accounts which are managed by Chandler Asset Management. Attachment A includes a portfolio report from Chandler Asset Management for each bond reserve account that is invested. As of April 30, 2019, the market value of these funds, including short-term cash and accrued interest was \$12,739,490.30 as compared to \$12,717,598.61 as of March 31, 2019.

FISCAL IMPACT/SUMMARY

During the month of April, the total value of the Successor Agency to the Brea Redevelopment Agency's investment portfolio increased by \$4,277.45 and the total value of the restricted cash and investments increased by \$21,891.69. The increase is primarily due to market rate adjustments during the month.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A

Successor Agency to the Brea Redevelopment Agency
Cash and Investment Information
 April 30, 2019

			Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts				
	Citizen's Bank		\$ 107,288.33	\$ 107,288.33
Local Agency Investment Fund				
	LAIF		\$ 1,875,725.69	\$ 1,879,490.66
<u>Fiscal Agent Cash & Investments</u>				
2004	Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 344,737.95	\$ 344,737.95
2010	Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 1,011,161.86	\$ 1,011,161.86
2013	Tax Allocation Bonds	Chandler/BNY	\$ 9,119,980.91	\$ 9,119,980.91
2016	Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,208,575.29	\$ 1,208,575.29
2017	Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,055,034.29	\$ 1,055,034.29
Sub-total - Fiscal Agent Cash & Investments			\$ 12,739,490.30	\$ 12,739,490.30
Grand Total			\$ 14,722,504.32	\$ 14,726,269.29

* Includes accrued interest on invested funds

Successor Agency to the Brea Redevelopment Agency

Cash and Investment Information

April 30, 2019

Fiscal Agent Cash & Investments Detail	Cost Value	Market Value
2004 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 344,737.95	\$ 344,737.95
Sub-total	\$ 344,737.95	\$ 344,737.95
2010 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 1,011,161.86	\$ 1,011,161.86
Sub-total	\$ 1,011,161.86	\$ 1,011,161.86
2013 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 9,119,980.91	\$ 9,119,980.91
Sub-total	\$ 9,119,980.91	\$ 9,119,980.91
2016 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 1,208,575.29	\$ 1,208,575.29
Sub-total	\$ 1,208,575.29	\$ 1,208,575.29
2017 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 1,055,034.29	\$ 1,055,034.29
Sub-total	\$ 1,055,034.29	\$ 1,055,034.29
Report Grand Total	\$ 12,739,490.30	\$ 12,739,490.30



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	2.45%
Average Purchase YTM	2.45%
Average Market YTM	2.45%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 3/31/19	End Values as of 4/30/19
Market Value	1,866,416	1,875,726
Accrued Interest	8,797	3,765
Total Market Value	1,875,213	1,879,491
Income Earned	3,861	4,277
Cont/WD		0
Par	1,866,416	1,875,726
Book Value	1,866,416	1,875,726
Cost Value	1,866,416	1,875,726

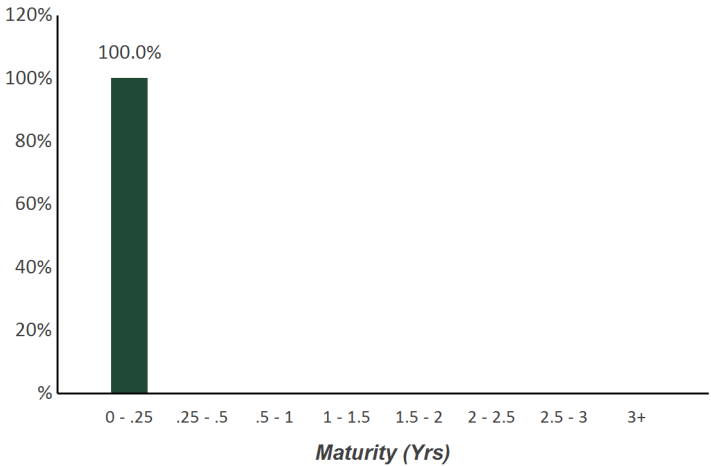
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

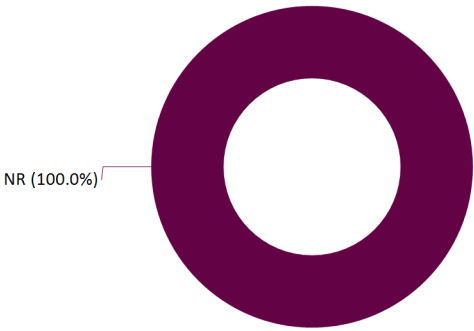
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of April 30, 2019



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	1,875,725.69	Various 2.45%	1,875,725.69 1,875,725.69	1.00 2.45%	1,875,725.69 3,764.97	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		1,875,725.69	2.45%	1,875,725.69 1,875,725.69	2.45%	1,875,725.69 3,764.97	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		1,875,725.69	2.45%	1,875,725.69 1,875,725.69	2.45%	1,875,725.69 3,764.97	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						1,879,490.66			