



City Council and Successor Agency to the Brea Redevelopment Agency Agenda

Tuesday, August 20, 2019

5:45 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
5:45 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 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)(1) - Existing Litigation.

Name of Case: City of Brea v. King Y. Chai, Trustee, et al. (Case No. 30-2018-01021686-CU-EI-CXC)

4. 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: Emergency Ambulance Contract Dispute.

5. 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

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

CALL TO ORDER / ROLL CALL - COUNCIL

6. Public Comment

7. Clarify Regular Meeting Topics

DISCUSSION ITEM

8. Brea Creek Golf Course Update

REPORT

9. Council Member Report/Requests

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

CALL TO ORDER/ ROLL CALL - COUNCIL

- 10. Pledge of Allegiance: Boy Scout Troop 801
- 11. Invocation: Dan Cook, Brea Baptist Church
- 12. Proclamation: National Spinal Muscular Atrophy Awareness Month
- 13. Report - Prior Study Session
- 14. Community Announcements
- 15. Matters from the Audience
- 16. Response to Public Inquiries - Mayor / City Manager

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

- 17. **Investment Advisory Committee Annual Update** - Receive and File.

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

- 18. **July 16, 2019 City Council Regular Meeting Minutes** - Approve.
- 19. **August 5, 2019 City Council Special Meeting Minutes** - Approve.

20. **Adopt the Investment Policy Guidelines for the City of Brea's Employee Benefit Fund Pension Plan** - Adopt the Investment Policy Guidelines for the City of Brea's Employee Benefit Fund Pension Plan through Public Agency Retirement Services (PARS). There are no changes in the policy which is normally adopted each year.
21. **Contract with Western Golf Properties for Brea Creek Golf Course and Funding for the Maintenance and Operations and Other Related Costs** - Award contract to Western Golf Properties LLC in the amount of \$513,500 for Brea Creek Golf Course; and increase the FY 2019-20 General Fund estimated revenues by \$593,760 for the gross revenues of the operation and decrease estimated lease revenues by \$80,000; and appropriate \$578,760 to the FY 2019-20 General Fund (Fund 110) budget for the maintenance and operations contract (\$513,500) and other related costs (\$65,260).
22. **Public Improvements for Tract 17148 for La Floresta Birch Hills Housing Site** - Accept Public Improvements on Kraemer Avenue and Authorize City Clerk to Release Improvement Bond.
23. **Rebuild Engine on 2012 Pierce Fire Pumper** - Ratify City Manager approval to utilize Emergency Procurement procedures per Section 3.24.120 of Purchasing Code; and authorize expenditure of funds to rebuild engine on front-line 2012 Pierce Fire Pumper. Funding for the repairs will be appropriated from the Vehicle Maintenance Fund (480).
24. **Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2019-20** - Authorize the Purchasing Agent to issue purchase orders in an amount not-to-exceed \$487,500 for various City vehicles described in the Annual Vehicle Purchase Plan for Fiscal Year 2019-20. Funding for this purchase has been incorporated in to the Council adopted Fiscal Year 2019-20 Budget and will come from the Public Works' Equipment Maintenance Division expenditure account Mobile Equipment (480-51-5161-4641).
25. **Authorize the Execution of Certificates to Provide Certain Indemnification in Favor of the County of Orange in Connection with Submittal of Special Assessment and Special Tax Levy Information and Taking Other Related Actions** - Adopt Resolution No. 2019-053 and authorize the Mayor or City Manager to execute certificates. There is no fiscal impact to the General Fund.
26. **Authorization to Relocate Signage and Install New Signage at Parking Structure Number 3** - Approve the relocation of signage and installation of new signage at Parking Structure Number 3 at an estimated total cost of \$22,140, to be funded by CIP Project No. 7903, with the City's cost to be \$10,000 and the remainder to be paid for by the Brea Downtown Owners Association (BDOA).
27. **Approve Cooperative Agreement with the City of Orange for an Implementation Study Regarding New Traffic Analysis Requirements per Senate Bill 743** - Approve Cooperative Agreement with the City of Orange for Senate Bill 743 Implementation Study. The City of Brea's fair share contribution is \$16,261.77 for the commitment of the Cooperative Agreement with the City of Orange. This multi-City agreement is saving the City approximately \$30,000 from not having to independently secure this analysis. This agreement will be funded from the Public Works Department's budget.

28. **Fire Station No. 3 Roof Replacement Project 7941** - Adopt Resolution No. 2019-054 to appropriate an additional \$106,000 from the Fixed Asset Replacement Fund, FARP (Fund 182); approve plans and specifications, receive bids; award materials contract to Garland Company, Inc. in the amount of \$104,815.27 for the purchase of roofing materials; and award a construction contract to Best Contracting Services, Inc. in the amount of \$255,122.00 for the roof installation. Funding is budgeted in the Fixed Asset Replacement Program, (FARP Fund 182). There is no fiscal impact to the General Fund.
29. **Consideration of a Professional Services Agreement with Karen Warner Associates Inc. (KWA) for the 2021-2029 Housing Element Update and Associated Environmental Needs** - Approve the Professional Services Agreement between the City of Brea and Karen Warner Associates Inc. for preparation of the 2021-2029 Housing Element Update in an amount not-to-exceed \$85,000, which will be funded by revenues from the General Plan Maintenance Fund (60%) and City Housing Successor Fund (40%).
30. **Software/Hardware Maintenance Support and Online Subscription Service Agreements** - Authorize the Purchasing Agent to approve renewal agreements with various support services providers for the life of the computer software/hardware and for online software subscription services; and authorize the Purchasing Agent to issue purchase orders for these renewal agreements that do not to exceed available budget appropriations. The City Council adopted Fiscal Year 2019-20 Budget has sufficient funding available for these purchases.
31. **Agreement with Avenu Insights & Analytics for Sales and Use Tax (SUTA) and Property Tax Audit, Analysis, Reports and Information Services** - Approve an agreement with Avenu Insight & Analytics, in the fixed annual cost amount of \$15,200, for Sales and Use Tax (SUTA) and property tax audit, analysis, reports and information services; and authorize the City Manager to execute and administer said agreement. The expenditure is currently budgeted in the FY 2019-20 General Fund Operating Budget.
32. **FY 2017 Urban Areas Security Initiative (UASI) Grant Program** - Direct the Fire Chief to execute the grant funds award letter and the UASI sub-award agreement of \$12,580 for Tacticle Medicine Training.
33. **June and July Outgoing Payment Logs and July 19 & 26 and August 2, 9 and 16, 2019 City Check Registers** - Receive and file.
34. **Monthly Report of Investments for the City of Brea for Period Ending June 30, 2019** - Receive and file.

CITY/ SUCCESSOR AGENCY - CONSENT

35. **City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy** - Approve the City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy. There is no fiscal impact to the General Fund.
36. **Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending June 30, 2019** - Receive and file.

ADMINISTRATIVE ANNOUNCEMENTS/REQUESTS

- 37. City Manager**
- 38. City Attorney**
- 39. Council Requests**

COUNCIL ANNOUNCEMENTS

ADJOURNMENT

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 08/20/2019
SUBJECT: Investment Advisory Committee Annual Update

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

IAC Update Presentation



Investment Advisory Committee

UPDATE

August 20, 2019

AGENDA

- ✓ IAC Committee Members
- ✓ Chandler Asset Management
- ✓ PARS/High Mark Capital Management

MEET THE COMMITTEE

Christine Marick.....Mayor / Chair

Rick Rios.....Treasurer

Scott Fujioka.....Committee Member

Ho-El Park.....Committee Member

Gary Terrazas.....Committee Member

Portfolio Managers

Bill Dennehy.....Chandler Asset Management

Keith Stribling.....High Mark Capital Management

BACKGROUND

The Investment Advisory Committee (IAC) was established to review and make recommendations on the investment policy and investment strategies and is designed to strengthen the internal control of investment management of the City's funds.

CHANDLER ASSET MANAGEMENT

Investment Objectives

- *To first preserve principal in the overall portfolio;*
- *Secondly to provide adequate liquidity to meet operating needs;*
- *Lastly to earn a return that is commensurate with the first two objectives*

Performance Objectives

- *Achieve a rate of return over a market cycle that equals or exceeds the return on a market index of similar duration and sector allocation.*

Strategy

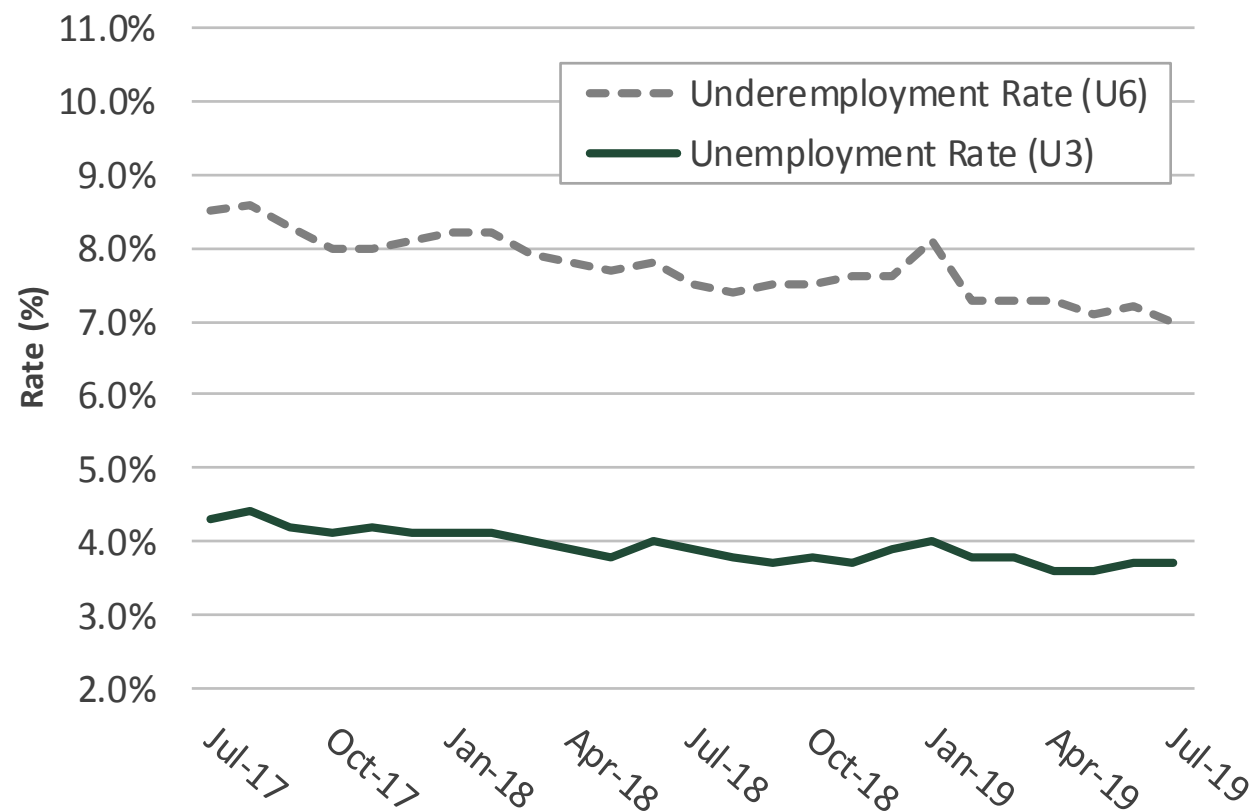
- *In order to achieve these objectives, the portfolio invests in high quality fixed income securities consistent with the investment policy and California Government Code.*

ECONOMIC UPDATE

As of June 30, 2019

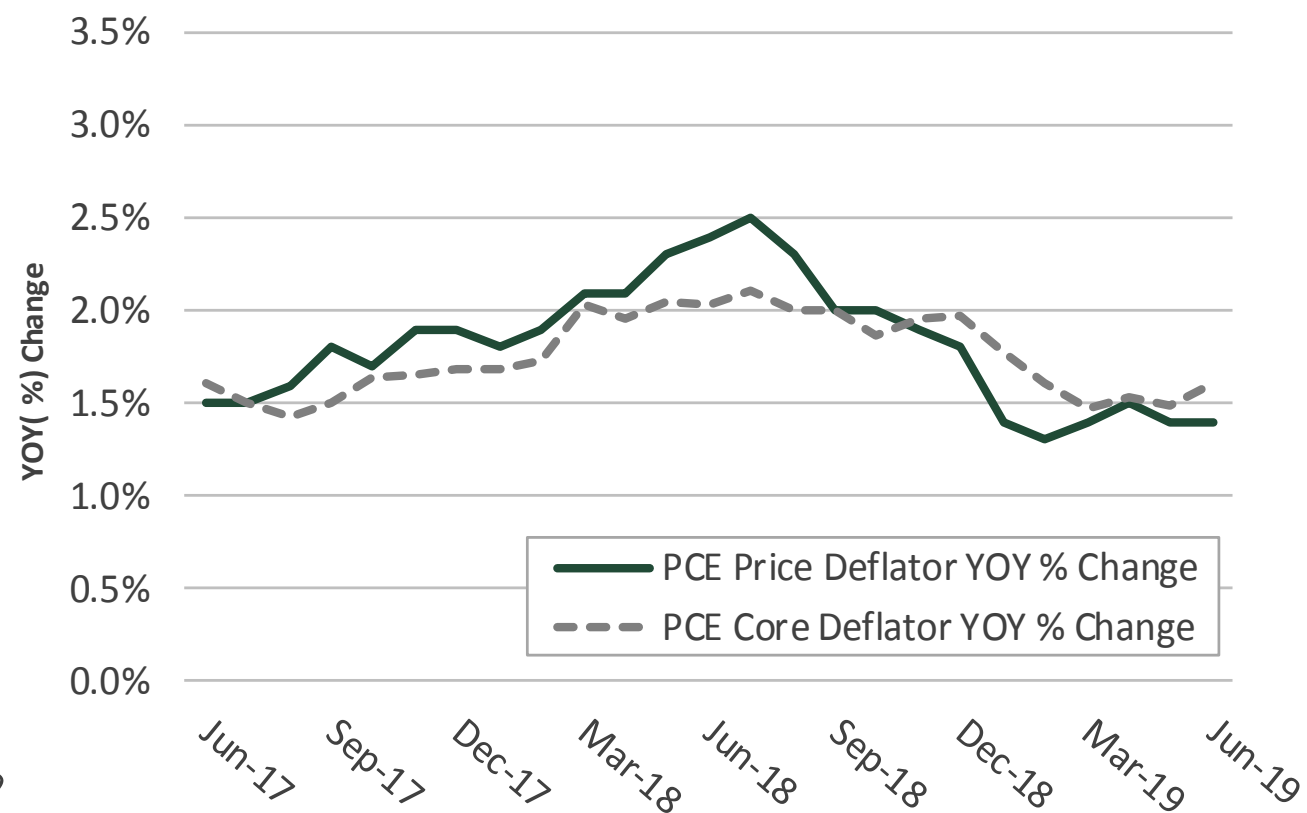
UNEMPLOYMENT AND INFLATION

Unemployment Rate



Source: US Department of Labor

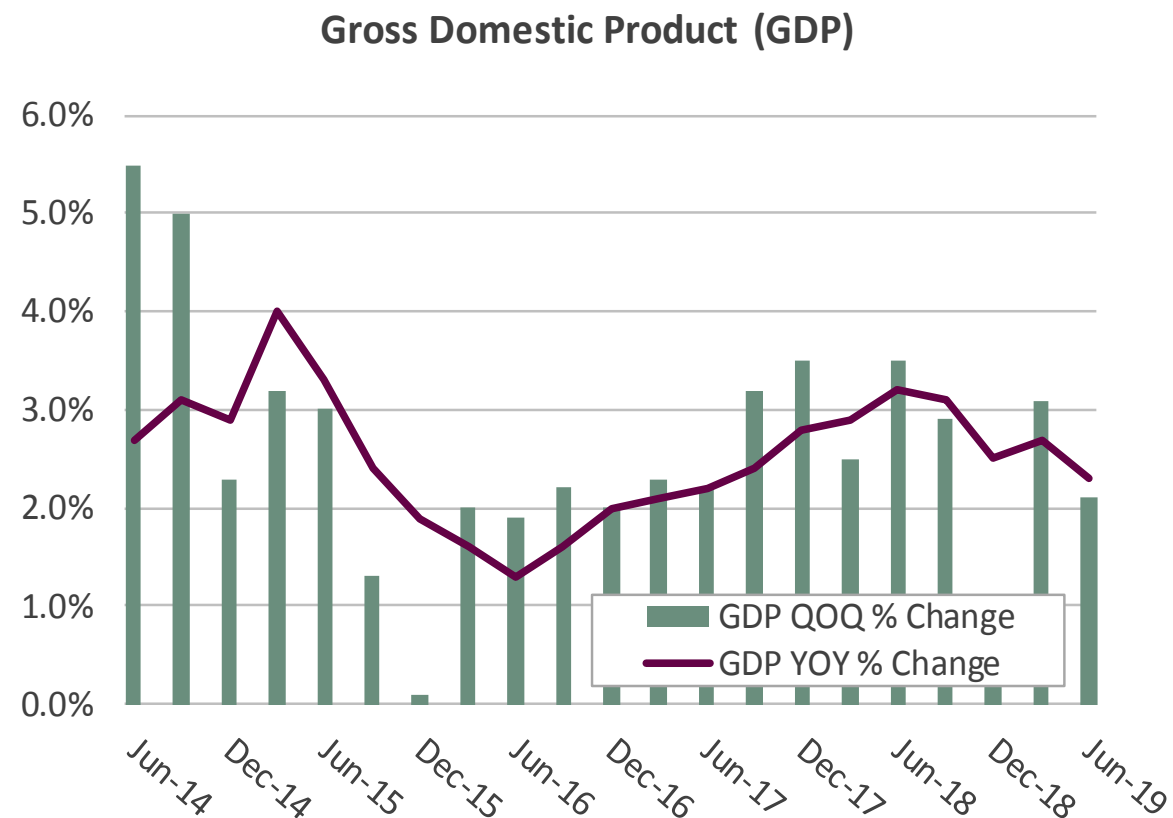
Personal Consumption Expenditures (PCE)



Source: US Department of Commerce

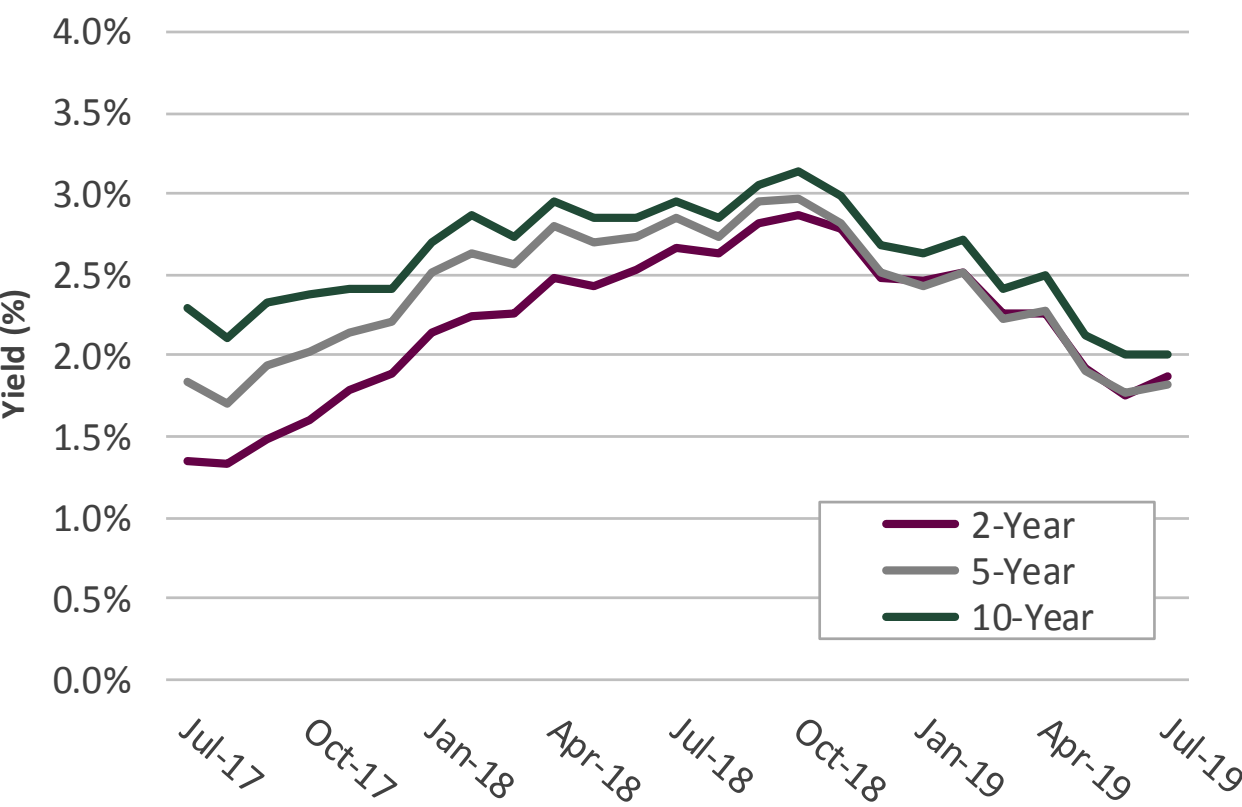
GROSS DOMESTIC PRODUCT (GDP)

Components of GDP	9/18	12/18	3/19	6/19
Personal Consumption Expenditures	2.3%	1.0%	0.8%	2.9%
Gross Private Domestic Investment	2.3%	0.5%	1.1%	-1.0%
Net Exports and Imports	-2.1%	-0.4%	0.7%	-0.7%
Federal Government Expenditures	0.2%	0.1%	0.1%	0.5%
State and Local (Consumption and Gross Investment)	0.2%	-0.1%	0.4%	0.4%
Total	2.9%	1.1%	3.1%	2.1%

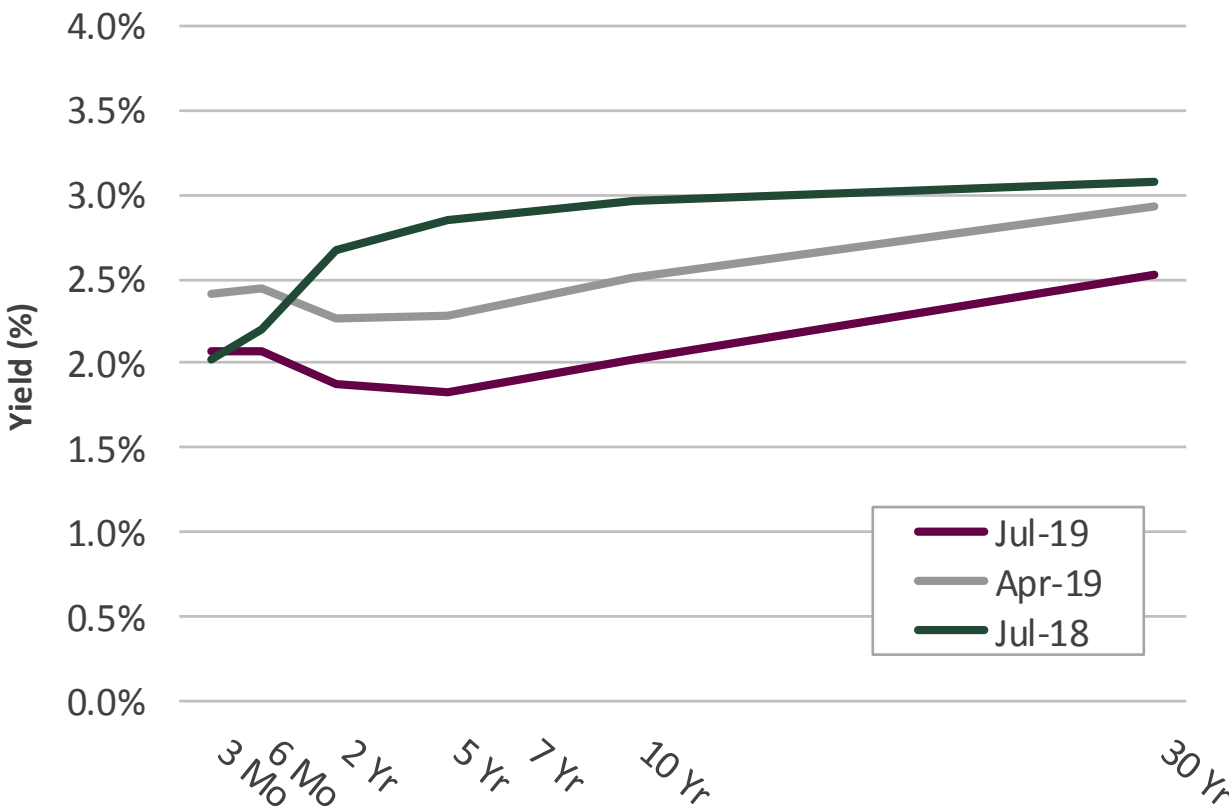


BOND YIELDS

US Treasury Note Yields



US Treasury Yield Curve



Source: Bloomberg

CITY PORTFOLIO SUMMARY

as of June 30, 2019

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.27
Average Coupon	2.15%
Average Purchase YTM	2.23%
Average Market YTM	2.20%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.50 yrs
Average Life	2.38 yrs

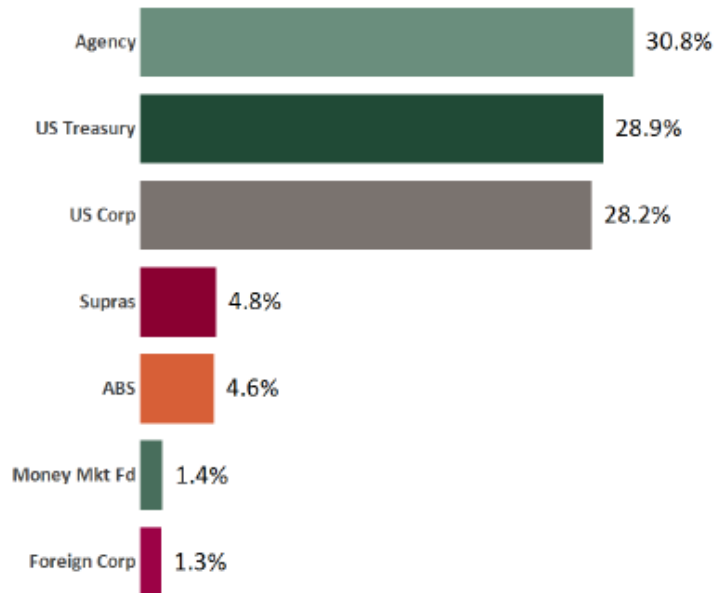
ACCOUNT SUMMARY

	Beg. Values as of 4/30/19	End Values as of 5/31/19
Market Value	73,798,983	74,367,742
Accrued Interest	318,004	368,459
Total Market Value	74,116,987	74,736,200
Income Earned	107,281	140,476
Cont/WD		0
Par	74,066,989	74,147,984
Book Value	73,955,564	74,045,400
Cost Value	73,858,082	73,944,323

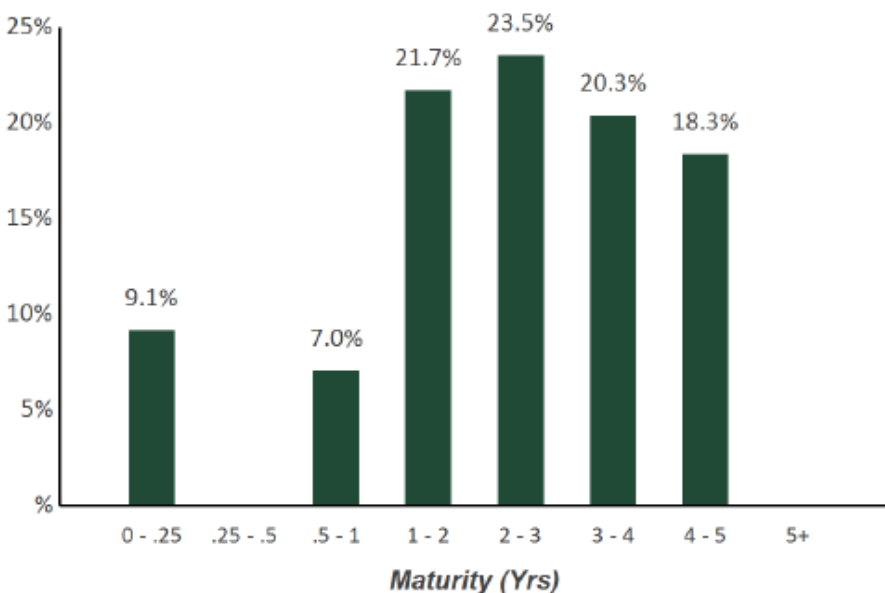
TOP ISSUERS

Government of United States	28.9%
Federal National Mortgage Assoc	13.9%
Federal Home Loan Bank	11.3%
Federal Home Loan Mortgage Corp	5.6%
Inter-American Dev Bank	4.2%
Bank of New York	1.5%
American Express ABS	1.4%
Fidelity Institutional Treasury	1.4%
Total	68.2%

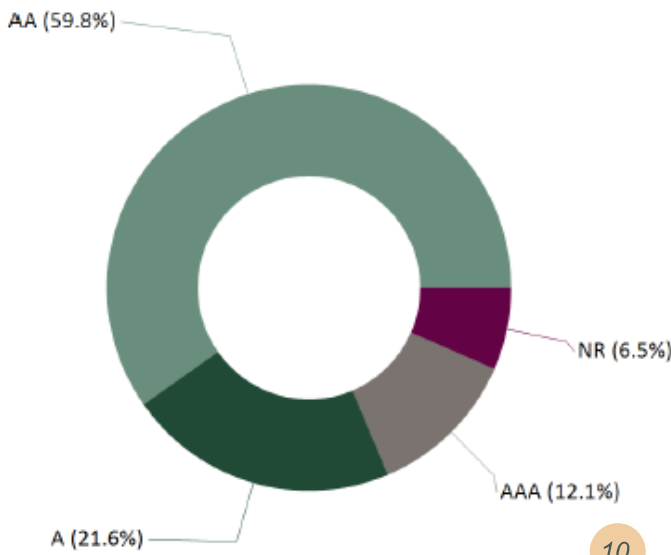
SECTOR ALLOCATION



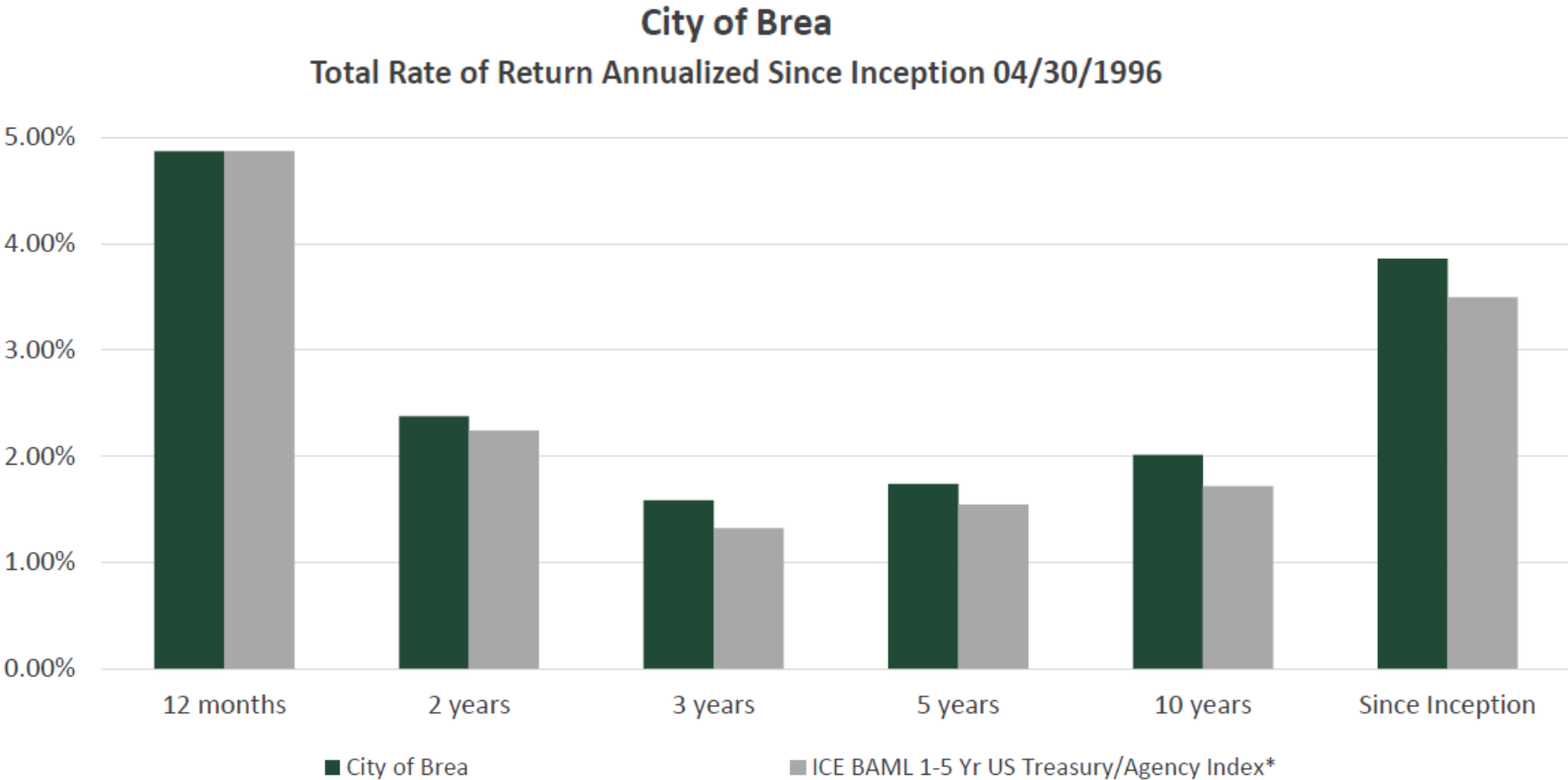
MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



INVESTMENT PERFORMANCE *as of June 30, 2019*



TOTAL RATE OF RETURN	Annualized						
	3 months	12 months	2 years	3 years	5 years	10 years	Since Inception
City of Brea	1.64%	4.87%	2.38%	1.59%	1.74%	2.01%	3.86%
ICE BAML 1-5 Yr US Treasury/Agency Index	1.81%	4.87%	2.24%	1.32%	1.54%	1.72%	3.50%

COMPLIANCE

Category	Standard	Comment
Treasury Issues	No limitations	<i>Complies</i>
US Agencies	25% per issuer	<i>Complies</i>
Supranationals	"AA" rated by a NRSRO; 15% maximum; 5% max per issuer	<i>Complies</i>
Municipal Securities	5% max issuer	<i>Complies</i>
Banker's Acceptances	40% maximum; 5% max issuer; 180 days max maturity	<i>Complies</i>
Commercial Paper	A-1/P-1 by S&P and Moody's; 25% maximum; 5% max per issuer; 270 days max maturity	<i>Complies</i>
Certificates of Deposit(CDs)/ Time Deposits (TDs)	5% max issuer; FDIC Insured and/or Collateralized	<i>Complies</i>
Negotiable CDs	30% maximum; 5% max per issuer	<i>Complies</i>
Medium Term Notes	"A" rated or better by a NRSRO; 30% maximum; 5% max per issuer	<i>Complies</i>
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	<i>Complies</i>
Money Market Funds	Highest rating by two NRSROs; 20% maximum; 5% max per fund	<i>Complies</i>
LAIF	40%;<60%, with OCIP	<i>Complies</i>
OCIP	40%;<60%, with LAIF	<i>Complies</i>
Repurchase Agreements	5% max issuer; 1 year max maturity	<i>Complies</i>
Range notes	Prohibited	<i>Complies</i>
Interest-only strips	Prohibited	<i>Complies</i>
Zero interest accruals	Prohibited	<i>Complies</i>
Agency Callable notes	5% maximum	<i>Complies</i>
Max Per Issuer	5% per issuer for all non government issuers and agencies	<i>Complies</i>
Maximum Maturity	5 years	<i>Complies</i>

On November 17, 2015, City Council approved the adoption of the PARS Post Employment Benefit Trust to address the City's unfunded pension obligations through a City-controlled trust

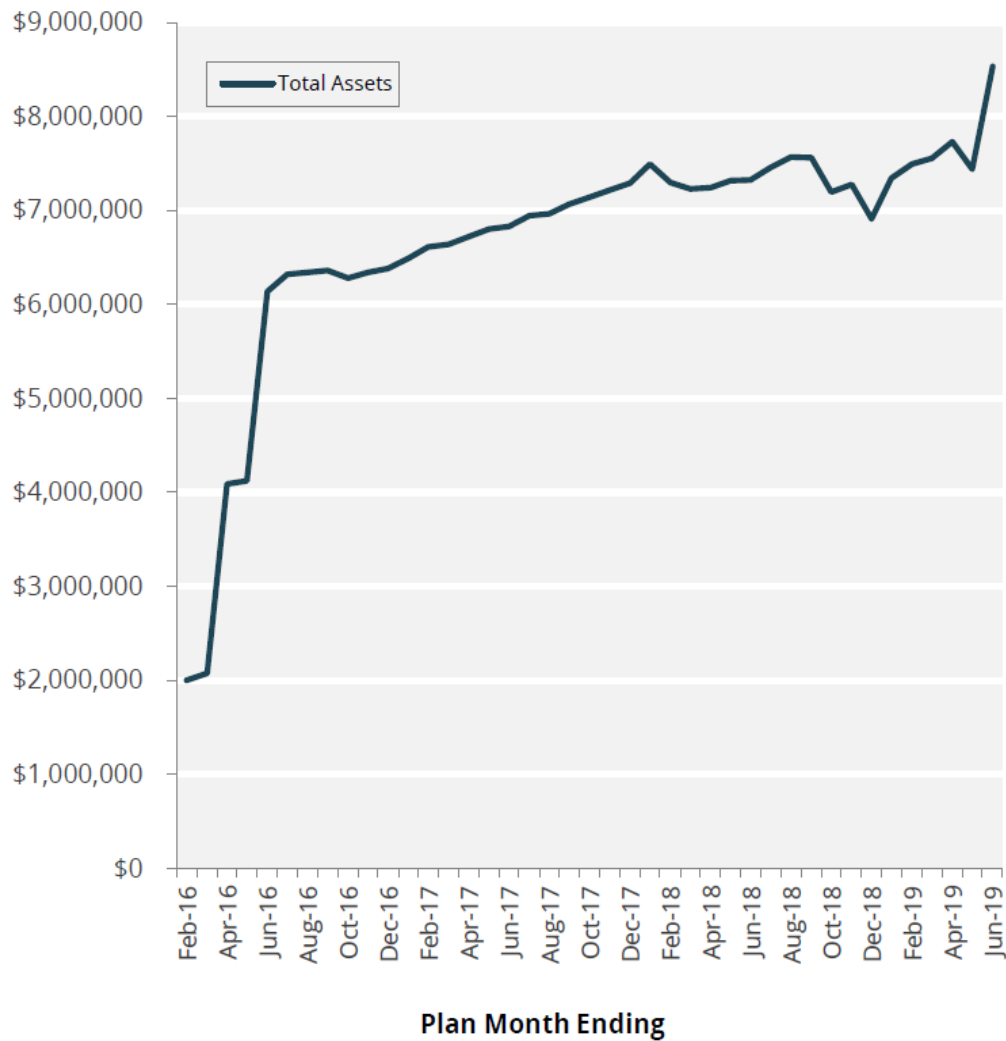
Benefits of the trust include:

- Assets in the trust can be used to address the City's Net Pension Liabilities (NPL) under GASB 68; and
- Provides a funding source to help stabilize increasing CalPERS rates during challenging economic times; and
- Enables more flexibility to increase investment returns in the long run compared to the earnings from the City's General Fund.

PUBLIC AGENCY RETIREMENT SERVICES | PARS

SECTION 115 TRUST ACCOUNT

PARS PLAN OVERVIEW *as of June 30, 2019*



Type of Plan:	IRC Section 115 Irrevocable Exclusive Benefit Trust
Trustee Approach:	Discretionary
Plan Effective Date:	November 17, 2015
Plan Administrator:	Bill Gallardo - City Manager
Current Investment Strategy:	Balanced HighMark PLUS (Active) – Individual Acct (Allocation Target – 60.36% stocks (50-70% range), 34.24% bonds (30-50% range), 5.43% cash (0-20% range)
Initial Contribution:	February 19, 2016 – \$2,000,000
Additional Contributions:	April 22, 2016 - \$2,000,000 June 17, 2016 - \$2,000,000 June 25, 2019 – \$756,800
Balance as of June 30, 2019:	\$8,529,618
Inception to Date Return (02/01/2016)	9.45%

QUESTIONS

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 08/20/2019
SUBJECT: July 16, 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 July 16, 2019

CLOSED SESSION 5:30 p.m. - Executive Conference Room Level Three

CALL TO ORDER / ROLL CALL - COUNCIL

Mayor Marick called the Closed Session to order at 5:30 p.m., all members were present.

Present: Marick, Simonoff, Hupp, Parker, Vargas

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.

Councilmember Vargas recused himself from the discussion on Item 2.

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 City's Labor Negotiator Pursuant to Government Code 54957.6

Regarding the Brea Fire Management Association (BFMA) - Mario E. Maldonado and Chris Emeterio, Negotiators

4. Conference with Real Property Negotiator Pursuant to Government Code § 54956.8.

Property: California Domestic Water Company Common Stock Representing Water Rights

City of Brea Negotiator: City Manager Bill Gallardo

Negotiating Party: California Domestic Water Company

Under Negotiation: Price and Terms of Payment

5. Conference with Real Property Negotiator Pursuant to Government Code § 54956.8.

Property: 101 S. Brea Blvd – City Owned Parking Garage

City of Brea Negotiator: Community Development Director David Crabtree

Negotiating Party: Verizon Wireless

Under Negotiation: Price and Terms of Payment

6. **Public Employee Performance Evaluation Pursuant to Government Code Section 54957(b).**
Title: City Manager

Mayor Marick adjourned the Closed Session at 6:28 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 6:30 p.m., all members were present.

7. **Public Comment**
None.

8. **Clarify Regular Meeting Topics**
Councilmember Vargas spoke about bond refinancing, with respect to agenda item 31, authorization for the issuance and sale of City of Brea CFD No. 1997-1 (Olinda Heights Public Improvements) 2019 Special Tax Refunding Bonds and the BPFA Local Agency Revenue Refunding Bonds, series 2019 to refinance the City of Brea CFD No. 1997-1 (Olinda Heights Public Improvements) 2005 Special Tax Refunding Bonds and the BPFA Local Agency Revenue Bonds (CFD Refinancing) 2005 Series A; and item 32, authorization of the issuance of the BPFA Local Agency Revenue Refunding Bonds, Series 2019.

DISCUSSION ITEMS

9. **Update on Active Transportation Plan Progress**
Community Development Director Crabtree introduced the item.

City Planner Lilley spoke about the Active Transportation Plan (ATP) progress; community outreach; Brea Envisions; history; core area and key destinations; the purpose of ATP; ATP pop-ups; feedback; methods to improve access, safety and design; the design workshop; design workshop concepts; and next steps.

Councilmember Vargas spoke about representation and inquired as to feedback regarding bike riding in the City.

In response to Councilmember Vargas' inquiry, City Planning Lilley and Senior Planner Tinio spoke about survey questions and the number of respondents and participants in the community outreach efforts.

10. **Designate Voting Delegate and Alternative for League of California Cities Annual Conference October 16-18, 2019 in Long Beach**
The City Council appointed Mayor Pro Tem Simonoff as the Voting Delegate and Councilmember Hupp as the alternate for the League of California Cities Annual Conference October 16-18, 2019 in Long Beach.

Councilmember Parker requested that all resolutions be presented to the full Council.

REPORT

11. **Council Member Report/Requests**
None.

Mayor Marick adjourned the Study Session at 6:54 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 7:02 p.m., all members were present.

12. Pledge of Allegiance

Boy Scout Troop 801 led the Pledge of Allegiance.

13. Invocation

Rick Darden, Friends Community Church, delivered the Invocation.

14. Presentations

Michael M. Kim, Chairman of the Brea Korea Sister City Association, gave a presentation on the Brea Korean Sister City Association Activities and Goals.

15. Report - Prior Study Session

City Manager Gallardo provided the prior Study Session report.

16. Community Announcements

Mayor Pro Tem Simonoff announced that Concerts in the Park are back at City Hall Park this summer every Wednesday at 6:30 p.m., until August 14. He also announced that "The Alley Cats" will perform on Wednesday, July 17th and invited concert goers to bring blankets or lawn chairs to sit comfortably while the music plays. He also noted that the Family Films Series also continues this Friday, July 19th with "How to Train Your Dragon: The Hidden World", 8 p.m. at the Arovista Park Amphitheatre.

Councilmember Vargas invited the community to recognize the military Veteran in their lives with the Brea War Memorial's walk of honor pavers. He noted that custom pavers are designed as a lasting tribute to the men and women who have served our country; and walk of honor pavers are available to order any time of the year, but if purchased by August 30, the paver will be dedicated at Brea's annual Veterans Day ceremony in November.

Councilmember Hupp invited the community to cap off the summer with the annual Brea Fest celebration on Friday, August 16th, where the community can sample delicious food and beverages from over 30 restaurants; and enjoy a day of live entertainment, art exhibitions in the Gallery, theatre performances, magicians, and much more. She also noted that admission is free.

Councilmember Parker reminded the community to get prepared, and noted that Brea Fire is participating in a new grant-funded emergency preparedness program called "California for All," encouraging the community to take a Pledge to get prepared. He announced that the City of Brea aims to encourage at least 1000 Brea residents to "Pledge to Prepare" by 2020; and to watch for Brea Fire personnel and CERT members at city events throughout the year for more details.

17. Matters from the Audience

Don Parker commended the City Clerk and the IT division for fulfilling his PRA request, and discussed the RFP process with regards to the Tracks at Brea project.

Johann Dizon and Christina Strikes spoke about the Japanese language program at Brea Olinda High School.

Dave Maxi and Carol Tenaza spoke about the City's approval of a private water infrastructure at Solana Development at La Floresta in Brea.

Dwight Manley spoke about water issues in the City of Brea; and announced the opening of the new Olive Pit in Downtown Brea; the new Ruby's location which is planned for the former Farrell's building; and the upcoming fine dining restaurant, the Brea Chop House. He also spoke about Republic Services and urged the Council to oppose item 35, Solid Waste Services Rate Increase for

Commercial Customers for Organics Recycling Program.

Lee Squire spoke about Independence Day, the American Flag, and the City of Brea Country Fair.

18. Response to Public Inquiries - Mayor / City Manager

Public Works Director Olmos responded to public inquiries.

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

Councilmember Vargas requested clarification with regards to contract extensions as referenced in Item 21, Professional Services Agreement for Annual As-Needed Construction Management and Inspection Services for Various Capital Improvement and Private Development Projects.

19. June 18, 2019 City Council Regular Meeting Minutes

The City Council approved the June 18, 2019 City Council Regular Meeting Minutes.

20. June 20, 2019 City Council Special Meeting Minutes

The City Council approved the June 20, 2019 City Council Special Meeting Minutes, as amended to reflect Councilmember Vargas' absence from the Closed Session.

21. Professional Services Agreements for Annual As-Needed Construction Management and Inspection Services for Various Capital Improvement and Private Development Projects

The City Council approved Professional Service Agreements between City of Brea and LAE Associates, Inc., Onward Engineering, Willdan Engineering, Interwest Consulting Group, Inc., and KOA Corporation for Construction Management and Inspections Services in the annual amount not-to-exceed \$300,000 for a period of 1 (one) year plus optional three 1-year extensions; and authorized the City Manager to approve extensions.

22. Change Order to the Purchase Order with IntelesysOne

The City Council authorized the Purchasing Agent to issue a change order in the amount of \$10,609.74 to the original purchase order with IntelesysOne for furnishing and installing the Mitel telephone and voicemail system increasing the amount from \$313,005.36 to \$323,615.10.

23. Copier Equipment Rentals and Leases

The City Council authorized the Purchasing Agent to execute the rental, lease, and maintenance agreements with Canon Solutions America, Inc. for a total of \$14,816.49 per year based on 60-month rentals and leases of digital printing/copying equipment plus as-needed print charges estimated to be \$6,285.26 per year; and to issue annual purchase orders based on available budget appropriations.

24. Organizational Consulting Services for the Brea Police Department

The City Council approved the agreement with Management Partners to provide Organizational Consulting Services for the Brea Police Department in an amount not-to-exceed \$88,600.00; and authorized the Chief of Police to issue up to two (2) six-month extensions.

25. Professional Services Agreement with PeopleSpace for the Brea Civic and Cultural Center 3rd Floor Redesign and Furniture Purchase (CIP 7955)

The City Council approved the agreement with PeopleSpace in the amount not-to-exceed \$347,606; and authorized the City Engineer to approve change orders up to 10% of the not-to-exceed amount.

26. Pre-Employment Background Investigation Services

The City Council approved the agreement with RCS Investigations & Consulting LLC to provide the Police Department with pre-employment background investigation services in the amount not-to-exceed \$75,000 per year; and authorized the City Manager to issue up to four (4) one-year extensions exclusive of any cost increases.

27. June 21 & 28 and July 5 & 12, 2019 City Check Registers

The City Council received and filed the June 21 & 28 and July 5 & 12, 2019 City Check Registers.

28. Monthly Report of Investments for the City of Brea for Period Ending May 31, 2019

The City Council received and filed the Monthly Report of Investments for the City of Brea for Period Ending May 31, 2019.

Motion was made by Council Member Hupp, seconded by Mayor Pro Tem Simonoff to approve the City Council Consent Calendar Items 19 - 28, with Item 20 approved as amended.

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

Passed

CITY/ SUCCESSOR AGENCY - CONSENT

29. June 28, 2019 Successor Agency Check Register

The City Council, as the Successor Agency, received and filed the June 28, 2019 Successor Agency Check Register.

30. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending May 31, 2019

The City Council, as the Successor Agency, received and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending May 31, 2019.

Motion was made by Council Member Hupp, seconded by Mayor Pro Tem Simonoff to approve City/Successor Agency Consent Calendar Items 29 - 30.

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

Passed

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.*

31. Authorization for the Issuance and Sale of the City of Brea Community Facilities District No. 1997-1 (Olinda Heights Public Improvements) 2019 Special Tax Refunding Bonds and the Brea Public Financing Authority Local Agency Revenue Refunding Bonds, Series 2019 to Refinance the City of Brea Community Facilities District No. 1997-1 (Olinda Heights Public Improvements) 2005 Special Tax Refunding Bonds and the Brea Public Financing Authority Local Agency Revenue Bonds (Community Facilities Districts Refinancing), 2005 Series A

Mayor Marick noted the presentations for Items 31 and 32 would be held concurrently, however they will be voted on separately.

Financial Services Manager Squire presented the details of the staff report, including the refunding bond credit rating, projected annual savings from bond payments, and explained the actions required by Council to approve the transaction.

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

Councilmember Parker clarified that the action refinances the existing debt at a benefit to the community.

Mayor Pro Tem Simonoff noted that this bond is related specifically to the Olinda Ranch area.

Councilmember Vargas spoke about maturity rates on previous bonds.

Mayor Marick inquired as to a potential conflict of interest in voting for this item, due to property ownership within Olinda Ranch.

City Attorney Boga noted that Mayor Marick is permitted to participate in voting on this item without a conflict.

Motion was made by Council Member Vargas, seconded by Council Member Hupp to adopt Resolution No. 2019-050, authorizing the issuance of the refunding bonds, providing for the execution of a Fiscal Agent Agreement and other related matters and making findings with respect to and approving the issuance of refunding bonds by the Brea Public Finance Authority.

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

Passed

BREA PUBLIC FINANCING AUTHORITY/ CITY COUNCIL ADMINISTRATIVE ITEMS - *This agenda category is for the Brea Public Financing Authority and City Council consideration of a wide variety of topics related to the City's operations. Public comments regarding items in this section should be presented during "Matters from the Audience."*

32. Authorization of the Issuance of the Brea Public Financing Authority Local Agency Revenue Refunding Bonds, Series 2019

Motion was made by Council Member Hupp, seconded by Council Member Vargas to, as the Brea Public Financing Authority, to adopt Resolution No. A-2019-03, authorizing the issuance of the Brea Public Financing Authority Local Agency Revenue Refunding Bonds, Series 2019; approving documents and authorizing related actions.

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

Passed

33. Authorization of an Escrow Agreement Relating to the Refunding of the Outstanding 2009 Series A and B Water Revenue Bonds and the 2010 Series B Water Revenue Bonds

Mayor Marick noted the presentations for Items 33 and 34 would be held concurrently, however they will be voted on separately, with the vote for Item 34 taken prior to the vote for Item 33.

Financial Services Manager Squire presented the details of the staff report, including current market conditions, average annual savings on bond payments, anticipated savings from refunding payments, maturity term, and Council recommended actions.

Councilmember Vargas inquired as to the issuance of the bonds and clarified the purpose of Council's action. He also inquired as to payoff dates and community savings.

Financial Services Manager Squire indicated the bonds were purchased for the solar energy project; spoke about the purchase of water bonds; and water rate stabilization.

Motion was made by Mayor Pro Tem Simonoff, seconded by Council Member Vargas, as the Brea Public Financing Authority, to adopt Resolution No. A-2019-04, authorizing the execution and delivery of an Escrow Agreement relating to the refunding of outstanding 2009, Series A and B Water Revenue Bonds and the 2010, Series B Water Revenue Bonds, and approving related actions.

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

Passed

34. Authorization for the Issuance and Sale of the 2019 Water Revenue Refunding Bonds to Refinance the Outstanding 2009 and 2010 Water Revenue Bonds of the Brea Public Financing Authority, and Approving Related Documents and Action

Motion was made by Council Member Parker, seconded by Mayor Pro Tem Simonoff to adopt Resolution No. 2018-051, approving the issuance and sale of the City of Brea 2019 Water Refunding Bonds to refinance the 2009 Water Revenue Bonds, Series A and B and the 2010 Water Revenue Bonds, Series B of the Brea Public Financing Authority and approving related documents and actions.

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

Passed

35. Solid Waste Services Rate Increase for Commercial Customers for Commercial Organics Recycling Program; Amendment No. 1 to Brea Disposal (Republic) Contract

Mayor Pro Tem Simonoff recused himself on this discussion due to a conflict of interest.

The City Council recessed at 8:05 p.m.

The City Council reconvened at 8:10 p.m.

Public Works Director Olmos presented the details of the staff report, including California Assembly Bill 1826, recent City Council action, term of amendment, disposal site location, cost of program, contract amendment, and staff recommendation.

Mayor Marick clarified that state requirements are not waived as part of the proposed contract amendment, and spoke about unfunded mandates.

Public Works Director Olmos addressed a letter received by CalRecycle, which stipulated a 60-day conferring period prior to potential enforcement.

Councilmember Parker reiterated points made by Mayor Marick regarding state mandates, and spoke about the agreement term; the potential availability of new technology in the future for the processing of organic waste; private sector profits on unfunded mandates; performance audits; usage charges; data tracking; and expressed concerns with businesses being over charged.

Public Works Director Olmos indicated that staff will be checking in with businesses to ensure they are using the appropriate container sizes for their needs and spoke about right-sizing. He also noted Republic's planned efforts for community outreach.

Dane Capener, Republic Services, spoke about their outreach plan; number of businesses effected; revenue and billing structure; and noted that customers can change service levels at any time.

Councilmember Vargas inquired as to the feasibility of having a separate agreement for organics services in lieu of an amendment to the original contract.

City Attorney Boga indicated that the means of an amendment is the most efficient way to attain the

same conclusion.

Discussion ensued regarding: funding sources for the City's trash expenditures; other options for diverting waste from the landfill; contract terms; and organic waste definition.

Councilmember Hupp spoke about tiered increases; charges to businesses; and sector-wide versus generator only options. She encouraged the exploration of other ways to break down organic waste without passing the cost down to local businesses.

Discussion ensued regarding sector-wide versus generator only options.

Haley Kunert, HF&H Consultants, spoke about survey results of surrounding jurisdictions related to rate structures.

Councilmember Hupp suggested the Council explore a generator only program.

Mayor Marick indicated that should there be discussion regarding the sector-wide and generator only options, she would recuse herself from any decisions made due to a potential conflict.

Councilmember Parker inquired as to the feasibility of changing the model from sector-wide to generator only once the program has been implemented.

Public Works Director Olmos spoke about implications should the model be changed after business owners have become accustomed to the fees.

Councilmember Vargas inquired as to the volume of trash Republic Services collects from the City of Brea.

Haley Kunert, HF&H Consultants, indicated the City produces roughly 4,000 tons of waste a month for residential and commercial customers.

Public Works Director Olmos indicated that residential customers produce roughly half of that number. He also spoke about other jurisdictions that are still not in compliance as reported by CalRecycle.

Councilmember Parker requested clarification on the difference in cost to small businesses between generator only and sector-wide options.

Public Works Director Olmos provided a comparison on costs between generator only and sector-wide options.

Councilmember Hupp inquired as to the number of businesses in the City that would be considered higher generators.

Public Works Director Olmos indicated that the information is not currently available and requested further direction from Council.

Councilmember Vargas expressed concern for the financial impact of this item on the business community.

Councilmember Parker requested a side-by-side cost comparison of costs between generator only and sector-wide options.

Mayor Marick suggested further discussing generator only and sector-wide options at a future meeting.

The Council moved to continue this item to a future meeting.

ADMINISTRATIVE ANNOUNCEMENTS

- 36. City Manager**
None.
- 37. City Attorney**
None.
- 38. Council Requests**
None.

COUNCIL ANNOUNCEMENTS

Councilmember Vargas thanked staff for their work on the Country Fair.

Councilmember Hupp thanked the Public Works Department for their involvement with Vector Control's Tip N' Toss program.

ADJOURNMENT

Mayor Marick adjourned the General Session at 9:53 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 20th day of August, 2019.

Lillian Harris-Neal, City Clerk

Christine Marick, Mayor

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

DATE: 08/20/2019

SUBJECT: August 5, 2019 City Council Special 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 SPECIAL MEETING

MINUTES August 5, 2019

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

CALL TO ORDER/ ROLL CALL - COUNCIL

Councilmember Parker called the General Session to order at 6:00 p.m., noting Mayor Marick and Mayor Pro Tem Simonoff, absent.

Present: Hupp, Parker, Vargas

Absent: Marick, Simonoff

1. Matters from the audience

Debbie Lewis spoke about the scheduling and location of the special meeting.

Dwight Manley spoke about trash billing, contract terms, and urged the Council explore other options with regards to organics recycling.

Heidi Gallegos submitted a letter for the record from the Brea Chamber of Commerce and expressed opposition to original legislation. She also noted concerns expressed by local businesses in response to AB1826.

Bruce Welch spoke about attachment 6B in the staff report in regards to scheduling of 40 cubic yard containers. He also spoke about a waste audit that was conducted and subsequent adjustments to the pick up schedule which were made as a result; and noted consequences as a result to further altering the pick up schedule.

ADMINISTRATIVE ITEM

2. Mandatory Commercial Organics Recycling Program (AB1826) - Selection of Sector-Wide or Generator Pricing Option

Public Works Director Olmos presented the details of the staff report including background; previous discussions; options available; tiers; update in numbers; differences in generator-only versus sector wide; right-sizing; proposed fees for container sizes and pick-up schedules; and methodology on the calculation of rate increases for each option. He also spoke about a rate comparison between other cities in Orange County and about penalties for non-compliance.

Councilmember Vargas requested clarification on the number of commercial accounts at each tier and requirements for compliance.

Councilmember Hupp inquired as to the rates in the City of Buena Park in comparison to the rates being proposed for the City of Brea.

Councilmember Parker noted that the rate comparison between other cities does not include which option each city has chosen to implement.

Public Works Director Olmos noted that in reference to the attachment comparing costs in other Orange County cities, generator only costs are typically higher than regular trash rates. He also spoke about variations in scenarios and rates between other cities.

Councilmember Hupp requested clarification on the calculation of phasing steps and compounding rates.

Council requested terms be included in the contract stipulating that rates would not be compounded beyond 3.06%.

Councilmember Hupp spoke about scenarios in which individual businesses can self-haul under the sector-wide model and spoke about businesses who currently back haul waste who would see an increase in their bill should the City opt for the sector-wide model.

Discussion ensued regarding non-compliance penalties, legislative text, and the letter from CalRecycle.

City Attorney Boga spoke about AB1826, related legislation, and authority for the authorization of penalties for violators.

Councilmember Hupp inquired as to rates assessed for on-site visits by Republic Services.

Mark McGee, Republic Services, spoke about the scenarios which would warrant an on-site visit.

Discussion ensued regarding public education, contractual obligations, on-site visit charges, and generator only versus sector-wide options.

Councilmember Vargas inquired as to the total cost to the City that the program implementation phase would incur.

Public Works Director Olmos indicated the cost is roughly \$205,000 and spoke about threshold calculations. He also spoke about a 36% increase in the generator only rates since the February 5th City Council meeting, and noted that the rates for the sector-wide option have remained the same since the April 16th City Council meeting.

Councilmember Hupp inquired as to the possibility of switching from the generator only option to the sector-wide option after a trial period of one (1) year. She also expressed support for a shorter-term contract amendment with Republic Services.

Councilmember Parker spoke about profit margins on unfunded mandates, five (5) year contract term, the possibility of a third party processor for the slurry, and areas for reducing costs.

Public Works Director Olmos indicated the rebalancer does not qualify under the generator only option and spoke about the process of compliance review by the state. He noted that there may be a potential for the City to be required to switch to the sector-wide option, should the City not meet participation benchmarks.

Councilmember Vargas inquired about upcoming requirements for green waste disposal.

City Manager Gallardo explained that after January 1, 2020, green waste will be treated as trash and will incur a fee at landfills, and to date, there has been no conversation with the City's waste hauler to determine a course of action to comply with new green waste regulations.

Mark McGee, Republic Services, explained the variations in requirements for AB 1826 and AB 1594.

Discussion ensued relating to contractual obligations for public education.

Councilmember Parker expressed concern with the potential impact of the sector-wide option on small businesses and multi-family housing, however expressed interest in a one (1) year trial period of the sector-wide option in lieu of generator only.

City Manager Gallardo summarized points made by Council during the discussion in which they expressed interest in a generator-only option; an agreement be drafted for a shorter term contract with a maximum of five (5) years which will include a third party disposal directive; for HF&H to review data from Republic for accuracy; and for Republic to re-evaluate fees.

Councilmember Hupp encouraged city staff to expedite and accommodate the construction of enclosures for additional waste containers that businesses will soon be required to house.

Councilmember Hupp asked for Council concurrence to direct the City Attorney to prepare a conflict of interest analysis in the form of an opinion letter as to whether or not the Mayor may participate in discussions relating to the decision of implementing a generator only or sector-wide options for organics recycling.

Councilmember Vargas spoke about personal discretion with regards to voting on potential conflicts and indicated that he supports the Mayor's decision to recuse herself from the discussion on generator only versus sector-wide options for organics recycling.

Motion was made by Council Member Hupp, seconded by Council Member Vargas to select the generator only pricing option and to direct staff to prepare an amendment to the agreement with Republic Services.

AYES: Council Member Hupp, Council Member Vargas

NOES: Council Member Parker

Passed

ADMINISTRATIVE ANNOUNCEMENTS

3. City Manager

None.

4. City Attorney

None.

5. Council Requests

None.

COUNCIL ANNOUNCEMENTS

None.

ADJOURNMENT

Councilmember Parker adjourned the General Session at 7:27 p.m.

Respectfully submitted,

The foregoing minutes are hereby
approved this 20th day of August, 2019

Lillian Harris-Neal, City Clerk

Glenn Parker, Councilmember

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/20/2019

SUBJECT: Adopt the Investment Policy Guidelines for the City of Brea's Employee Benefit Fund Pension Plan

RECOMMENDATION

Adopt the Investment Policy Guidelines for the City of Brea's Employee Benefit Fund Pension Plan through Public Agency Retirement Services (PARS)

BACKGROUND/DISCUSSION

On November 17, 2015, the City Council approved participation within the Public Agencies Post-Employment Benefits Trust Program that established the City of Brea's Employee Benefit Fund Pension Plan ("Plan"). The Plan is administered by Public Agencies Retirement Services (PARS) to assist the City in "pre-funding" its pension obligations in an irrevocable Section 115 Trust account. Some of the benefits of participating in the program are summarized below:

- City maintains oversight of investment management and control over the risk tolerance level of the portfolio;
- Assets held in the PARS Section 115 Trust account allows for greater investment flexibility and risk diversification compared to the City's General Fund investments;
- Assets could be accessed to offset unexpected CalPERS rate increases (rate stabilization);
- Potential to improve an agency's bond rating; and
- Flexibility to access assets at any time as long as it is used to pay employer's pension obligations.

The investment strategies for these assets are defined within the City's Investment Policy Guidelines that were developed and evaluated by PARS, HighMark Capital Management (the Plan's Investment Advisory Firm) and the City's Investment Advisory Committee (IAC). The purpose of the Investment Policy Guidelines is to facilitate communication and confirm the City's investment objectives for the Plan. It also helps maintain a long-term perspective when market volatility is caused by short-term market movements. The policy also details the Plan's Trustee, the Investment Manager and the Investment Advisory Committee's roles and responsibilities.

On January 19, 2016, the City Council adopted the City's Investment Policy Guidelines for the Plan and confirmed the IAC's recommendation of selecting the "Balanced" Asset Allocation Strategy of the five strategies offered by the Plan's Investment Advisory Firm, HighMark Capital Management. This strategy provides growth of principal and income on the long term horizon.

On April 24, 2017, the Investment Advisory Committee, including PARS and HighMark Capital

Management, reviewed the Investment Policy Guidelines and recommended expanding the responsibilities of the Investment Manager to include *“Notifying City Treasurer, Administrative Services Director and Investment Advisory Committee when investment portfolios demonstrate low performance, if any, which occurs between each periodic report.”*

These changes were incorporated as part of the 2016 and 2017 annual review of the Investment Policy Guidelines. No changes are recommended as part of this annual review. The draft Investment Policy Guidelines is included as Attachment A. At this time, there are no changes recommended for the 2019 annual review.

COMMISSION/COMMITTEE RECOMMENDATION

On July 22, 2019, the Investment Advisory Committee reviewed the Investment Policy Guidelines and recommended for City Council approval.

FISCAL IMPACT/SUMMARY

There is no fiscal impact for approving the Investment Policy Guidelines

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

PARS Investment Policy



FINAL

Investment Policy Guidelines

for the

City of Brea

Employee Benefits Fund Pension Plan

August 2019

Investment Policy Guidelines

Scope and Purpose

The purpose of these Investment Policy Guidelines is to:

- Facilitate the process of ongoing communication between the Plan Sponsor and its plan fiduciaries;
- Confirm the Plan's investment goals and objectives and management policies applicable to the investment portfolio identified below and obtained from the Plan Sponsor;
- Provide a framework to construct a well-diversified asset mix that can potentially be expected to meet the account's investment needs that is consistent with the account's investment objectives, liquidity considerations and risk tolerance;
- Identify any unique considerations that may restrict or limit the investment discretion of its designated investment managers;
- Help maintain a long-term perspective when market volatility is caused by short-term market movements.

Key Plan Sponsor Account Information as of August 2019

Plan Sponsor:	City of Brea
Governance:	Investment Advisory Committee for the City of Brea
Plan Name ("Plan"):	City of Brea Employee Benefit Fund Pension Plan
Trustee:	US Bank Contact: Sue Hughes, 949-224-7209 Susan.Hughes@usbank.com
Type of Account:	Pension Plan
Investment Manager:	US Bank, as discretionary trustee, has delegated investment management responsibilities to HighMark Capital Management, Inc. ("Investment Manager"), an SEC-registered investment adviser Contact: Keith Stribling, CFA, 949-553-2591 Keith.stribling@highmarkcapital.com

Investment Authority: Except as otherwise noted, the Trustee, US Bank, has delegated investment authority to HighMark Capital Management, an SEC-registered investment adviser. Investment Manager has full investment discretion over the managed assets in the account. Investment Manager is authorized to purchase, sell, exchange, invest, reinvest and manage the designated assets held in the account, all in accordance with account's investment objectives, without prior approval or subsequent approval of any other party(ies).

Investment Objectives and Constraints

The goal of the Plan's investment program is to provide a reasonable level of growth which, will result in sufficient assets to pay the present and future obligations of the Plan. The following objectives are intended to assist in achieving this goal:

- The Plan should seek to earn a return in excess of its policy benchmark over the life of the Plan.
- The Plan's assets will be managed on a total return basis which takes into consideration both investment income and capital appreciation. While the Plan Sponsor recognizes the importance of preservation of capital, it also adheres to the principle that varying degrees of investment risk are generally rewarded with compensating returns. To achieve these objectives, the Plan Sponsor allocates its assets (asset allocation) with a strategic perspective of the capital markets.

Investment Time Horizon: Long-term

Anticipated Cash Flows: Assets in the Plan will seek to mitigate the impact of future rate increases from CalPERS. Typically increases in rates come with a one-year advance warning, however this Plan may transfer assets to CalPERS at any time.

Investment Objective: The primary objective is to maximize total Plan return, subject to the risk and quality constraints set forth herein. The investment objective the Plan Sponsor has selected is the **Balanced Objective**, which has a dual goal to seek growth of income and principal.

Risk Tolerance: *Balanced*
The account's risk tolerance has been rated moderate, which demonstrates that the account can accept price fluctuations to pursue its investment objectives.

Strategic Asset Allocation: The asset allocation ranges for this objective are listed below:

<i>Strategic Asset Allocation Ranges</i>		
Cash	Fixed Income	Equity
0-20%	30%-50%	50%-70%
Policy: 5%	Policy: 35%	Policy: 60%

Market conditions may cause the account's asset allocation to vary from the stated range from time to time. The Investment Manager will rebalance the portfolio no less than quarterly and/or when the actual weighting differs substantially from the strategic range, if appropriate and consistent with your objectives.

Security Guidelines:

Equities

With the exception of limitations and constraints described above, Investment Manager may allocate assets of the equity portion of the account among various market capitalizations (large, mid, small) and investment styles (value, growth). Further, Investment Manager may allocate assets among domestic, international developed and emerging market equity securities.

Total Equities	50%-70%
<i>Equity Style</i>	<i>Range</i>
Domestic Large Cap Equity	20%-50%
Domestic Mid Cap Equity	0%-15%
Domestic Small Cap Equity	0%-20%
International Equity (incl. Emerging Markets)	0%-20%
Real Estate Investment Trust (REIT)	0%-10%

Fixed Income

In the fixed income portion of the account, Investment Manager may allocate assets among various sectors and industries, as well as varying maturities and credit quality that are consistent with the overall goals and objectives of the portfolio.

Total Fixed Income	30%-50%
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Eligible Investments

- Debt obligations of the U.S. Government, its agencies, and Government Sponsored Enterprises
- Mortgage-Backed Securities (MBS)
- Asset Backed Securities (ABS)
- Collateralized Mortgage Obligations (CMO)
- Commercial Mortgage-Backed Securities (CMBS)

- Corporate debt securities issued by U.S. or foreign entities including, but not limited to, limited partnerships, equipment trust certificates and enhanced equipment trust certificates

Quality

The portfolio will maintain a minimum weighted average quality of A- at all times. Individual securities shall have a minimum quality rating of Baa3 by Moody's or BBB- by Standard & Poor's (S&P).

Duration

The manager will maintain the portfolio duration within +/- 25% of the benchmark duration at all times.

Diversification

- Any individual issuer position size is to be less than 10% of the portfolio assets at time of purchase, with the exception of securities issued or guaranteed by the U.S. Government, its agencies, and Government Sponsored Enterprises
- High Yield will be managed with funds and/or ETF's at less than 5% of the total portfolio.

Performance Benchmarks:

The performance of the total Plan shall be measured over a three and five-year periods. These periods are considered sufficient to accommodate the market cycles experienced with investments. The performance shall be compared to the return of the total portfolio blended benchmark shown below.

Total Portfolio Blended Benchmark

32.00%	S&P500 Index
6.00%	Russell Mid Cap Index
9.00%	Russell 2000 Index
4.00%	MSCI Emerging Market Index
7.00%	MSCI EAFE Index
2.00%	Wilshire REIT
27.00%	BC US Aggregate Index
6.75%	ML 1-3 Year US Corp/Gov't
1.25%	US High Yield Master II
5.00%	Citi 1Mth T-Bill

Asset Class/Style Benchmarks

Over a market cycle, the long-term objective for each investment strategy is to add value to a market benchmark. The following are the benchmarks used to monitor each investment strategy:

Large Cap Equity	S&P 500 Index
Growth	S&P 500 Growth Index
Value	S&P 500 Value Index
Mid Cap Equity	Russell Mid Cap Index
Growth	Russell Mid Cap Growth
Value	Russell Mid Cap Value
Small Cap Equity	Russell 2000 Index
Growth	Russell 2000 Growth
Value	Russell 2000 Value
REITs	Wilshire REIT
International Equity	MSCI EAFE
Investment Grade Bonds	Barclays US Aggregate

Security Selection

Investment Manager may utilize a full range of investment vehicles when constructing the investment portfolio, including but not limited to individual securities, mutual funds, and exchange-traded funds. In addition, to the extent permissible, Investment Manager is authorized to invest in shares of mutual funds in which the Investment Manager serves as advisor or sub-adviser.

Investment Limitations:

The following investment transactions are prohibited:

- Direct investments in precious metals (precious metals mutual funds and exchange-traded funds are permissible).
- Venture Capital
- Short sales*
- Purchases of Letter Stock, Private Placements, or direct payments
- Leveraged Transactions*
- Commodities Transactions Puts, calls, straddles, or other option strategies*
- Purchases of real estate, with the exception of REITs
- Individual high yield or below investment grade rated bonds (high yield will be managed with funds and/or ETF's)
- Derivatives, with exception of ETFs*

**Permissible in diversified mutual funds and exchange-traded funds*

Duties and Responsibilities

Responsibilities of Plan Sponsor

The Investment Advisory Committee of the City of Brea is responsible for:

- Confirming in writing the accuracy of this Investment Policy Guidelines.
- Advising Trustee and Investment Manager of any change in the plan/account's financial situation, funding status, or cash flows, which could possibly necessitate a change to the account's overall risk tolerance, time horizon or liquidity requirements; and thus would dictate a change to the overall investment objective and goals for the account.

The City Treasurer and Administrative Services Director is responsible for:

- Monitoring and supervising all service vendors and investment options, including investment managers.
- Avoiding prohibited transactions and conflicts of interest.
- Providing quarterly investment reports to the City Council.

Responsibilities of Trustee

The plan Trustee is responsible for:

- Valuing the holdings.
- Collecting all income and dividends owed to the Plan.
- Settling all transactions (buy-sell orders).

Responsibilities of Investment Manager

The Investment Manager is responsible for:

- Assisting the Investment Advisory Committee with the development and maintenance of this Investment Policy Guidelines annually.
- Meeting with Investment Advisory Committee semi-annually to review portfolio structure, holdings, and performance.
- Meeting with City Council annually to review portfolio structure, holdings, and performance.
- Providing quarterly investment reports to the Investment Advisory Committee.
- Designing, recommending and implementing an appropriate asset allocation consistent with the investment objectives, time horizon, risk profile, guidelines and constraints outlined in this statement.
- Researching and monitoring investment advisers and investment vehicles.
- Purchasing, selling, and reinvesting in securities held in the account.
- Monitoring the performance of all selected assets.
- Notify Investment Advisory Committee when investment portfolios demonstrate low performance, if any, which occurs between each periodic report.
- Voting proxies, if applicable.
- Recommending changes to any of the above.
- Periodically reviewing the suitability of the investments, being available to meet with the committee at least once each year, and being available at such other times within reason at your request.
- Informing the committee if changes occur in personnel that are responsible for portfolio management or research.

Acknowledgement and Acceptance

I/We being the Plan Sponsor with responsibility for the account(s) held on behalf of the Plan Sponsor specified below, designate Investment Manager as having the investment discretion and management responsibility indicated in relation to all assets of the Plan or specified Account. If such designation is set forth in the Plan/trust, I/We hereby confirm such designation as Investment Manager.

I have read the Investment Policy Guidelines, and confirm the accuracy of it, including the terms and conditions under which the assets in this account are to be held, managed, and disposed of by Investment Manager. This Investment Policy Guidelines supersedes all previous versions of an Investment Policy Guidelines or investment objective instructions that may have been executed for this account.

Plan Sponsor: City of Brea

Date: _____



Investment Manager: Keith Stribling, CFA, Senior Portfolio Manager, (949) 553-2591

Date: 7/22/19

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/20/2019

SUBJECT: Ten Month Interim Contract with Western Golf Properties for Brea Creek Golf Course and Funding for the Maintenance and Operations and Other Related Costs

RECOMMENDATION

1. Award interim ten month contract to Western Golf Properties LLC in the amount of \$513,500 for Brea Creek Golf Course;
2. Increase the FY 2019-20 General Fund estimated revenues by \$593,760 for the gross revenues of the operation and decrease estimated lease revenues by \$80,000; and,
3. Appropriate \$578,760 to the FY 2019-20 General Fund (Fund 110) budget for the maintenance and operations contract (\$513,500) and other related costs (\$65,260)

BACKGROUND/DISCUSSION

In 2007, City Council approved a lease agreement with Imperial Golf to operate and maintain the 9-hole Brea Creek Golf Course. Per allowable provisions in the lease agreement, Imperial has decided to opt-out of the agreement and will conclude their operation and maintenance responsibilities as of August 31, 2019. This item addresses the interim operation and maintenance of the golf course from September 1, 2019 through June 30, 2020 while a permanent operator from July 1, 2020 and beyond will be selected in the coming months.

During the interim period, the City will be operating the Brea Creek Golf Course using a contract operator as opposed to a lease agreement. This means the City will take in all the revenues generated (through the operator) and pay the operator a fixed fee for the maintenance and operations of the golf course. Additionally, the City will be responsible for other costs such as the cost of goods sold in the restaurant and pro-shop; well operations for water, and credit card processing charges.

Contract Operator

The initial interim period was expected to be six months. In preparation for this interim period, staff issued a Request for Proposal (RFP) in June of this year to twelve companies. Of the twelve, two proposals were received, one from Touchstone Golf and the other from Western Golf Properties (Western). Touchstone's proposal did not provide the requested monthly pricing information and their proposal was deemed incomplete. Staff then interviewed Western who currently operates and maintains the course as a sub-contractor to Imperial Golf. Staff was impressed with Western's proposal and their ability to provide a seamless transition by utilizing existing staff along with existing equipment. Western's monthly proposal of \$54,500 per month was negotiated down to \$51,350 per month by extending the term to ten months from the original six months, resulting in a final contract amount of \$513,500 over the length of the term.

In addition to the ten month term, other terms in the agreement include:

- Provide full maintenance and operation of the course
- Provide all the maintenance equipment and golf carts for the operation
- Provide a daily accounting of all sales and provide all revenues to City

The full scope of work is available in Exhibit “A” of the agreement. Staff recommends awarding the contract to Western Golf Properties.

Additionally, there are other golf course related costs that are not the responsibility of the contract operator during this period. The following costs are estimated to be approximately \$65,260 for the ten-month period:

- Cost of Goods Sold – Food and Beverage
- Cost of Goods Sold - Merchandise in the Pro-shop
- Credit Card Processing Fees
- Well water for irrigation

Based on the information received under the current lease agreement, revenues at the golf course for the same 10 month period from the prior year (September 2018 through June 2019) were \$593,760. The projected gross revenues less the contract operator cost and the other estimated costs are as follows:

Gross Revenues	\$593,760
<u>Expenses</u>	
Contract Operations	\$513,500
Cost of Goods Sold	\$65,260
Total Expenditures	\$578,760
Revenues Over Expenditures	\$15,000

FISCAL IMPACT/SUMMARY

The FY 2019-20 General Fund budget includes estimated lease revenue of \$80,000 for the ten month period from September 1, 2019 through June 30, 2020. The projected net revenues over expenditures from this interim operation are \$15,000. The fiscal impact to the General Fund is a reduction in revenues over expenditures of \$65,000 for the interim ten-month period.

An RFP was issued for an interim operator of the Brea Creek Golf Course. Staff recommends awarding a ten month contract to Western Golf Properties for the maintenance and operations of the course in the amount of \$513,500. Additionally, staff recommends the FY 19-20 General Fund (Fund 110) budget be adjusted the during the First Quarter Budget Adjustments to reflect the change in revenues over expenditures for the interim ten-month period.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Bill Bowlus, Public Works Superintendent
Faith Madrazo, Revenue & Budget Manager

Concurrence: Tony Olmos, Director of Public Works
Cindy Russell, Administrative Services Director

Attachments

Agreement

MAINTENANCE AND OPERATIONS AGREEMENT

This Maintenance and Operations Agreement ("Agreement") is made and entered into as of the date executed by the City Clerk and the Mayor, by and between **Western Golf Properties LLC**, a California Limited Liability Company hereinafter referred to as the "Contractor", and the City of Brea, a municipal corporation, hereinafter referred to as "City".

WHEREAS, City accepted the bid of Contractor to perform maintenance and operations services at the Brea Creek Golf Course in the City of Brea; and

WHEREAS, the City and Contractor enter this Agreement in order to set forth terms and conditions applicable to Contractor's performance of the golf course maintenance and operations services more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **GENERAL SCOPE OF WORK:** Contractor shall furnish all necessary labor, tools, materials, appliances, and equipment necessary for the performance of maintenance and operations services at the Brea Creek Golf Course in the City of Brea, as hereinafter described (collectively, the "Services"). The Services shall be performed in accordance with any and all applicable laws, statutes, and regulations, the Scope of Services attached hereto as Exhibit "A", the City's request for Proposals (RFP), the general provisions, specifications and standards on file in the office of the Director of Public Works, the Contractor's bid, and as directed by the Director of Public Works, for the period commencing September 1, 2019 and continuing through June 30, 2020. Thereafter, the parties may agree to continue the term of this Agreement on a month to month basis, or otherwise extend as provided herein.

a. The City and Contractor may agree to extend the term of this Agreement on a month to month basis. Should the Agreement be extended, the contract prices may be adjusted as provided for herein. Any price increase will require approval by the City Council.

b. At all times herein, Contractor shall possess any and all licenses and certifications required by law in order to lawfully perform the Services.

c. The Contractor shall maintain complete and accurate records with respect to purchases, expenses, receipts and other such information relating to the Services, as required by the City. The Contractor shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services for not less than four (4) years. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, the Contractor shall provide access to such books and records to the City Representative, and shall give the Representative consent and right to examine and audit such books and records and to make transcripts

as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

d. The City shall designate a representative having authority to respond to questions and perform administrative actions specifically authorized or required herein. Such representative of the City, and/or designee thereof, is referred to herein as "City's Representative".

2. INCORPORATED DOCUMENTS TO BE CONSIDERED
COMPLEMENTARY:

The aforesaid general provisions, specifications, standards, and Contractor's bid 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 Agreement is intended to require complete and fully performed golf course maintenance and operations services, and labor, equipment or materials necessary to satisfactorily perform the Services properly and in accordance with the law and lawful governmental regulations shall be performed by the Contractor whether set out specifically in this Agreement or not. In the event of any conflict or inconsistency between the provisions of this Agreement, the Scope of Work, Exhibit "A", the RFP, general provisions, specifications, standards, and/or the Contractor's bid, the provisions of this Agreement, then the Scope of Work, then the RFP, then the general provisions, specifications, standards, and lastly the Contractor's bid, shall control.

3. CONTRACTOR'S CUSTOMER CARE:

The Contractor, while fulfilling the terms of this Agreement, 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's Representative. Contractor's Representative and/or management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with City staff.

4. INSURANCE: The Contractor shall not commence work until Contractor has obtained all insurance required hereunder in a company or companies acceptable to City nor shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of 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 it has taken out full compensation insurance for all persons whom it 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 Agreement.

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 its 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) Automobile Liability

(occurrence) – for bodily injury, death and property damage insuring against all liability arising out of the use of any automobile.

(3) 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 insureds the City, its elected officials, officers, employees, attorneys and agents, and any other parties, including authorized subcontractors, specified by City to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by any of 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 providing notice thereof."

(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 all 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. The insurance obligations under this Agreement shall be: (a) all the insurance coverage and/or limits carried by or available to the Contractor; or (b) the minimum insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

(10) Otherwise be in form satisfactory to City.

d. Prior to commencing performance under this Agreement, the Contractor shall furnish the City with required certificate(s) and 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 in performing the Services is a "public work" as defined in Labor Code Sections 1720, et seq., and/or 1771. At all times during the term hereof, Contractor shall comply with all applicable provisions of the California Labor Code including those set forth in Exhibit "B" California Labor Code Compliance, attached hereto and incorporated by reference herein.

6. CONTRACTOR'S LIABILITY: The City of Brea and/or its elected officials, officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage arising out of Contractor's performance of the Services; or for any of the materials or other things used or employed in performing the Services; or for injury or damage to any person or persons, including employees of the Contractor or his subcontractors or the public; or for damage to the site of the Services or any adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the Services. The Contractor shall be responsible for any damage or injury to any and all persons or property resulting from Contractor's performance of the Services.

To the maximum extent permitted by law, Contractor will indemnify, defend and pay reasonable attorneys' fees, costs, expenses, and hold the City, its elected officials, officers, employees, agents, and volunteers ("Indemnitees"), harmless with respect to any and all actions, claims, damages to persons or property, penalties, obligations, and/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 Services including work, operations, and/or activities of the Contractor, Contractor's agents, employees, subcontractors, and/or invitees, whether or not there is concurrent passive or active negligence on the part of City, but excluding such actions, claims, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees as established by agreement of the parties or final court decision, 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 any of the Indemnitees or the Contractor covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with the Services work, operations or activities of the Contractor hereunder, and the Contractor agrees to save and hold the Indemnitees harmless therefrom

c. In the event any of the Indemnitees 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 any and all costs and expenses incurred by any of the Indemnitees in such action or proceeding together with reasonable attorneys' fees.

d. So much of the money due to the Contractor under and by virtue of this Agreement 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.

7. 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.

8. CONTRACT PRICE AND PAYMENT: As full and complete compensation for Contractor's satisfactory performance of the Services, Contractor shall be paid the total, not to exceed amount of **\$51,350.00 (Fifty One Thousand, Three Hundred and Fifty)** per month. Contractor shall submit monthly, detailed invoices describing all time spent performing the Services, including a detailed description thereof, for the previous month. City shall pay all undisputed invoices within fifteen (15) days of invoice receipt. City and Contractor shall attempt to resolve any disputed invoices promptly and in good faith.

Contractor will enter the City's merchant number into their point of sale system to capture credit card transactions. Daily receipts excluding holidays, weekends and closed Fridays will be dropped at the Finance Counter located on the 3rd floor of the Civic and Cultural Center located at 1 Civic Center Circle, Brea, CA 92821. In the event of one of the exclusions the receipts will be delivered the next open business day. Daily receipts should be separated into sales for credit cards, cash and check. The corresponding revenue should match greens and range fees, cart rentals, food and beverage and the pro shop. Multiple day drops need to be separated by day.

Contractor will provide a monthly detailed invoice of any sundry items and food and beverage sales. The City will reimburse the Contractor the purchase price of the items sold. Any inventory remaining at the term of the agreement is the Contractor's responsibility.

The Contractor is responsible for the reassignment of the liquor license for the property. At the end of the term of the agreement the Contractor will reassign the license to the City's designee and the Contractor will be reimbursed for the initial reassignment cost.

9. 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. The payment bond shall be substantially in the form of bond attached hereto as Exhibit "C".

10. CONTRACT EXTENSION NOTIFICATION: The City shall request extension of this Agreement past the term, in writing, at least thirty (30) days prior to the end of the term hereof.

11. 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:

Robert Heath, CEO
Western Golf Properties LLC
1 Spectrum Pointe Drive, Suite 310
Lake Forest, CA 92630

CITY:

Bill Bowlus
City of Brea, Public Works
Superintendent
545 N Berry Street
Brea, CA 92821

12. 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 who is designated as the Contractor's primary representative for the supervision and prosecution of the Services ("Contractor's Representative"). Contractor's Representative shall be available, upon 30 minutes notice during normal business hours, to respond personally or by telephone to requests for information or instructions concerning the Services from City's authorized representatives.

13. CONTRACT PRICE ADJUSTMENT: Following expiration of the initial term hereof, and provided this Agreement is extended, 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 initial term hereof (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. Any increases will require City Council approval.

It is the intent of the City to provide non-potable well water to the Contractor for the length of the agreement. .

14. 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 sixty (60) days prior to the termination date specified in said notice. Contractor may terminate this Agreement only for cause.

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

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

17. ASSIGNMENT AND SUBCONTRACTING: Contractor shall not assign, transfer or convey, in whole or in part, any interest in this Agreement, nor shall Contractor subcontract any obligation or required performance hereunder, without the City's prior, written consent. Any attempt to assign or subcontract any interest or obligation herein without the City's prior consent shall be void for all purposes.

18. INTEGRATED AGREEMENT: This Agreement and all documents, specifications and Exhibits referenced herein, are hereby incorporated by reference as though forth herein. No representation or promise not expressly set forth herein, shall be binding or have any force or effect.

19. GOVERNING LAW AND VENUE: The provisions of this Agreement shall be construed under the laws of the State of California, without reference to choice of laws rules. Venue for any legal action shall be the Superior Court of the County of Orange, California.

20. TIME IS OF THE ESSENCE: Time is of the essence in every provision of this Agreement.

21. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the respective dates set forth below.

CONTRACTOR:
State of California Contractor's
License No.

Date: 8-8-19

By: [Signature] CEO
Signature Title

By: [Signature] Corp. Controller
Signature Title

(two corporate signatures required)

Contractor's Business Phone: _____
Emergency phone where Contractor can be reached at any
time: _____

CITY OF BREA, CALIFORNIA

By: _____
Mayor

By: _____
City Clerk

Date: _____

SECTION VI – SCOPE OF SERVICES

I. DESCRIPTION

This RFP is to contract with an Operator for the maintenance and operations of the 9-hole Brea Creek Golf Course. Offeror shall include all services for public golfing. Such services shall include, but not limited to;

- Provide excellent customer service
- Maintenance of the course and driving range including any industry standard agronomic practice to keep it in a healthy condition
- Maintenance of the parking lot
- Operation and maintenance of the clubhouse
- Operating a pro shop
- Scheduling tee times
- Renting golf carts and clubs
- Taking in green fees and golf cart rental fees
- Rental of driving range balls
- Regulating play
- Enforcing golf course rules
- Providing utilities
- Providing golf lessons
- Selling of food and beverage

EXHIBIT B

CALIFORNIA LABOR CODE COMPLIANCE

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City"), and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Copies may be obtained at cost at the City Clerk's office. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].
4. Pursuant to Labor Code Section 1776, Contractor shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Contractor performing services covered by this Agreement. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors. This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

Date

6/25/19

Signature



EXHIBIT C

Bond No. _____

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

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

(Name and address of Contractor) ("Principal")

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

(Project name)

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

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

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____
"Principal"

"Surety"

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

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

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 08/20/2019
SUBJECT: Public Improvements for Tract 17148 for La Floresta Birch Hills Site.

RECOMMENDATION

Accept Public Improvements and Authorize City Clerk to Release Improvement Bond for Tract 17148

BACKGROUND/DISCUSSION

On September 23, 2008, the Planning Commission approved Tentative Tract Map 16933, which was later accepted on November 15, 2011 by the City Council as Final Tract Map 17148 for the La Floresta Birch Hills development site. This proposed 92 acre development included the Birch Hills Golf Course and residential housing. The portion of the development is located at the southwest corner of Birch Street and Kraemer Boulevard. See Exhibit 'A' attached hereon for the location of the site.

The Final Map conditioned the developer, La Floresta LLC, to construct the following public improvements:

1. Landscaped median on Kraemer Boulevard
2. Traffic signal on Kraemer Boulevard and Orbiter Street
3. Traffic signal modification on Birch Street and Associated Road and
4. Meandering sidewalk and parkway landscaping improvements on Kraemer Boulevard

As part of the Final Map acceptance, La Floresta, LLC submitted an improvement bond in the amount of two million dollars (\$2,000,000) as a security to guarantee the construction and completion of these improvements.

Since the acceptance of the Final Map, the developer has completed all public improvements in accordance with approved improvement plans. Furthermore, all development fees including the storm drain fees have been paid. The improvements within the Birch Hills Golf Course are not part of this acceptance and will be accepted separately at a later date.

FISCAL IMPACT/SUMMARY

There are maintenance costs associated with operating and maintaining these public improvements. However, these costs were included in the Community Facilities District assessment associated with this development, as well as the sewer and water funds, which reduce the General Fund impact.

All Conditions of Approval associated with the public improvements for this Final Map have been complied in accordance with Resolution PC 18-19 and La Floresta Development Agreement DA 08-01. Furthermore, the applicable Development Impact Fees were paid as part of the building permit issuance.

Staff is recommending the acceptance of the public improvements and authorize City Clerk to release the improvement bond for Tract Map 17148 - La Floresta Birch Hills Site.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Hsing Chao, Associate Engineer

Concurrence: Michael Ho, P.E., Deputy Director/City Engineer

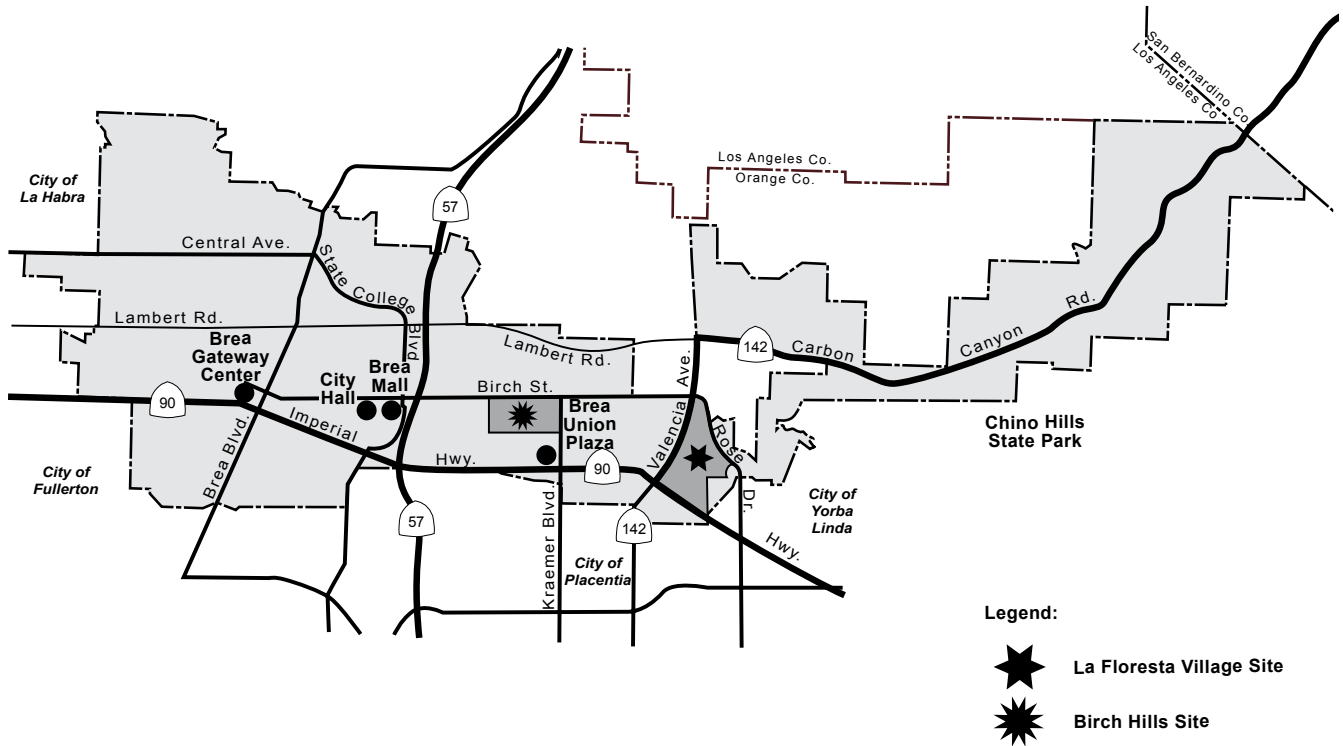
Attachments

Exhibit A - Site Location

Exhibit B - Illustrated Site Plan

Exhibit C - Final Tract Map 17148

TM 17148 Improvement Bond



La Floresta



Birch Hills Golf Course - Illustrative Site Plan

Note: Plans shown are conceptual in nature and are provided for illustrative purposes only. 07/24/12



DUPLICATE

908 4

SHEET 1 OF 5 SHEETS
3 NUMBERED LOTS
AND LETTERED LOTS
A THROUGH C, INCLUSIVE
GROSS ACREAGE: 91.335 ACRES
NET ACREAGE: 91.016 ACRES
(ALL OF TENTATIVE
TRACT NO. 16933)

TRACT NO. 17148

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

BEING A SUBDIVISION OF PARCEL 4 OF PARCEL MAP 93-110, AS SHOWN ON
A MAP FILED IN BOOK 295, PAGES 1 THROUGH 7, INCLUSIVE OF PARCEL MAPS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

HUNSAKER AND ASSOCIATES IRVINE, INC.
RORY S. WILLIAMS, L.S. 6654 DATE OF SURVEY: APRIL, 2007

ACCEPTED AND FILED AT THE
REQUEST OF
FIRST AMERICAN TITLE INS. CO.
DATE: DECEMBER 23, 2011
TIME: 2:30 PM FEE: \$19.00
INSTRUMENT NO. 2011000574522
BOOK 908 PAGE 4-8541
TOM DALY
COUNTY CLERK & RECORDER
BY [Signature]
DEPUTY

OWNERSHIP CERTIFICATE:

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

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

WE HEREBY DEDICATE TO THE PUBLIC FOR STREET PURPOSES: KRAEMER BOULEVARD AND BIRCH STREET.

WE ALSO HEREBY DEDICATE TO THE CITY OF BREA:

THE EASEMENT FOR WATER LINE PURPOSES, AS SHOWN ON SAID MAP.

THE EASEMENTS FOR STORM DRAIN AND MAINTENANCE PURPOSES, AS SHOWN ON SAID MAP.

THE EASEMENT FOR EMERGENCY VEHICLE INGRESS/EGRESS PURPOSES, AS SHOWN ON SAID MAP.

THE EASEMENTS FOR RECREATIONAL TRAIL PURPOSES, AS SHOWN ON SAID MAP.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF BREA ALL VEHICULAR ACCESS RIGHTS TO
BIRCH STREET AND KRAEMER BOULEVARD, EXCEPT AT STREET INTERSECTIONS AND APPROVED DRIVEWAY
LOCATIONS.

BIRCH/KRAEMER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER

BY: [Signature]
NAME: BRIAN J KELLY
TITLE: ASSISTANT SECRETARY

BY: [Signature]
NAME: _____
TITLE: _____

NOTARY ACKNOWLEDGMENTS:

STATE OF CALIFORNIA } ss.
COUNTY OF Orange
ON Oct. 19, 2011 BEFORE ME, Robin K Rodriguez, PERSONALLY
APPEARED Brian J Kelly, 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/IT/WE EXECUTED
THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S)
ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED,
EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

SIGNATURE: [Signature]
NOTARY PUBLIC IN AND FOR SAID STATE
Robin K Rodriguez
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS
IN Orange COUNTY.
MY COMMISSION EXPIRES: 7/18/2013
MY COMMISSION NO.: 18582281

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY
IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE
AT THE REQUEST OF BIRCH/KRAEMER, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN APRIL,
2007. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE
POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS, AND THAT SAID
MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT
THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

[Signature] 10/06/11
RORY S. WILLIAMS, L.S. 6654



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE
SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH,
AMENDED AND APPROVED BY THE CITY COUNCIL; THAT ALL PROVISIONS OF THE SUBDIVISION
MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS 16th DAY OF November, 2011.

[Signature]
DELFINO CONSUNJI, R.C.E. 57908
CITY ENGINEER, CITY OF BREA
EXPIRATION DATE: 6/30/12



COUNTY SURVEYOR'S STATEMENT:

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

DATED THIS 22nd DAY OF November, 2011.

[Signature]
RAYMOND S. MATHE, COUNTY SURVEYOR
L.S. 6185, EXPIRATION DATE: 3/31/12



COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA } ss.
COUNTY OF Orange

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

~~AND DO CERTIFY TO THE RECORDS OF ORANGE COUNTY THAT THE PROVISIONS OF THE
SUBDIVISION MAP ACT AND THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED
SAID MAP IS TECHNICALLY CORRECT.~~

DATED THIS 15th DAY OF December, 2011.

SHARI L. FREIDENRICH
COUNTY TREASURER-TAX COLLECTOR

BY: [Signature]
DEPUTY TREASURER-TAX COLLECTOR

CITY CLERK'S CERTIFICATE:

STATE OF CALIFORNIA } ss.
CITY OF BREA
COUNTY OF Orange

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF
THE CITY OF BREA AT A REGULAR MEETING THEREOF HELD ON THE 15th DAY OF
November, 2011, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED
AND ENTERED, APPROVE SAID MAP, AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT
TO IMPROVEMENTS, THE DEDICATION FOR STREET PURPOSES OF: KRAEMER BOULEVARD AND
BIRCH STREET.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF BREA:

THE EASEMENT FOR WATER LINE PURPOSES AS DEDICATED.

THE EASEMENTS FOR STORM DRAIN AND MAINTENANCE PURPOSES, AS DEDICATED.

THE EASEMENT FOR EMERGENCY VEHICLE INGRESS/EGRESS PURPOSES, AS DEDICATED.

THE EASEMENTS FOR RECREATIONAL TRAIL PURPOSES, AS DEDICATED.

THE VEHICULAR ACCESS RIGHTS TO BIRCH STREET AND KRAEMER BOULEVARD AS RELEASED
AND RELINQUISHED.

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

DATED THIS 16th DAY OF November, 2011.

[Signature]
CHERYL BALZ
CITY CLERK

SEE SHEET 2 FOR SIGNATURE OMISSIONS

DUPLICATE

908 4

SHEET 2 OF 5 SHEETS
3 NUMBERED LOTS
AND LETTERED LOTS
A THROUGH C, INCLUSIVE
GROSS ACREAGE: 91335 ACRES
NET ACREAGE: 91016 ACRES
(ALL OF TENTATIVE
TRACT NO. 16933)

TRACT NO. 17148

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

HUNSAKER AND ASSOCIATES IRVINE, INC.
RORY S. WILLIAMS, L.S. 6654 DATE OF SURVEY: APRIL, 2007

DATUM STATEMENT:

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83),
ZONE VI, 1983 NAD, (1991.35 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID
DISTANCE MULTIPLY GROUND DISTANCE BY 0.99999300. (PROJECT SPECIFIC
COMBINATION FACTOR)

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL
CONTROL STATION GPS NO. 0485 AND STATION GPS NO. 5179 BEING N00°13'44"E PER
RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

RECORD DATA NOTES:

() INDICATES RECORD DATA AS NOTED.

[] INDICATES RECORD AND MEASURED DATA AS NOTED.

R1 PARCEL MAP NO. 93-110, P.M.B. 295/1-7.

R2 BOOK 2755, PAGE 502 O.R.

MONUMENT NOTES:

2" I.P. TAGGED L.S. 6654 OR LEAD, TACK & TAG L.S. 6654 OR NAIL & TAG L.S. 6654 OR 8" S&W STAMPED L.S. 6654
TO BE SET AT ALL TRACT BOUNDARY CORNERS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS, UNLESS
OTHERWISE NOTED.

1" I.P. TAGGED L.S. 6654 OR LEAD, TACK & TAG L.S. 6654 OR NAIL & TAG L.S. 6654 OR 8" S&W STAMPED L.S. 6654
TO BE SET AT ALL LOT CORNERS, WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS, UNLESS OTHERWISE NOTED.

▲ INDICATES FOUND COUNTY OF ORANGE GPS CONTROL MONUMENT AS NOTED.

● INDICATES MONUMENT FOUND AS NOTED.

M1 O.C.S. GPS NO. 0485.
FD. NAIL AND TAG L.S. 6970" PER CORNER RECORD 2005-01478.
N 2,281,543.646, E 6,072,063.138

M2 O.C.S. GPS NO. 5179.
FD. 2-1/4" BRASS DISK STAMPED "CALIF DEPT TRANS", DOWN 0.2" IN A WELL PER CORNER RECORD 2003-10428.
N 2,278,923.009, E 6,072,051.143.

M3 FD. NAIL AND TAG IN WELL, MONUMENT ILLEGIBLE "LS ____B", ACCEPTED AS TYPE "A" WELL MONUMENT TAGGED "LS 3428"
PER P.M.B. 152/3-6 AND R1, DOWN 1.0'.

M4 FD. 2-1/4" BRASS DISK STAMPED "CALIF DEPT TRANS" PER CORNER RECORD 2003-10418 IN LIEU OF NAIL AND TAG
"CALTRANS" PER R1, DOWN 0.7'.

M5 FD. 1" I.P. NO TAG, NO REF. ACCEPTED CENTER OF PIPE AS THE NWLY CORNER OF R1 AND CORNER SECTIONS 12 & 13
T.3S., R.10W., AND SECTIONS 7 & 18, T.3S., R.9W., RANCHO SAN JUAN CAJON DE SANTA ANA, DOWN 0.25'.

M6 FD. 2-1/4" BRASS DISK STAMPED L.S. 3419 IN A WELL PER CORNER RECORD 2005-01458 AND PER R1, DOWN 0.9'.

M7 FD. NAIL AND TAG L.S. 6970, PER CORNER RECORD 2005-01478, FLUSH.

M8 ESTABLISHED BY INTERSECTION. FD. L&T TAGGED L.S. 4212 PER R1, S00°15'34"W 0.07', FLUSH.

M9 FD. 2" I.P. TAGGED L.S. 2921 PER R1, HELD FOR LINE ONLY, N60°29'03"W 0.17' ALONG SWLY LINE OF PACIFIC ELECTRIC
RAILWAY RIGHT OF WAY FROM WEST LINE OF PARCEL 4 PER R1, DOWN 0.7'.

M10 FD. 1" I.P. L.S. 4212 PER R1, FLUSH.

M11 FD. L&T TAGGED L.S. 4212 PER R1, FLUSH.

M12 ESTABLISHED BY INTERSECTION. FD. L&T TAGGED L.S. 4212 PER R1, HELD FOR LINE ONLY, N60°29'03"W 0.08', FLUSH.

M13 ESTABLISHED BY INTERSECTION OF THE WLY RIGHT OF WAY OF KRAEMER BLVD PER R1 AND THE NORTHERLY LINE OF THE
LOFTUS CHANNEL AS DESCRIBED IN A DEED RECORDED JUNE 9, 1954 IN BOOK 2755, PAGE 502 OF OFFICIAL RECORDS.
FD. 1" I.P. TAGGED L.S. 4212 PER R1, N89°44'16"W 0.12' AND N00°13'40"W 0.09', DOWN 0.1'.

M14 FD. 2-1/4" BRASS DISK STAMPED "LS 2921" W/ A CHISELED X IN A WELL PER R1, DOWN 0.9'.

M15 FD. 1" I.P. L.S. 4212 PER R1, DOWN 0.4'.

M16 ESTABLISHED BY INTERSECTION. FD. 1" I.P. TAGGED L.S. 4212 PER R1, N89°53'37"W 0.14' AND S00°06'23"W 0.07', DOWN 0.1'.

M17 ESTABLISHED BY INTERSECTION. FD. 1" I.P. TAGGED L.S. 4212 PER R1, S44°21'58"W 0.24', DOWN 0.2'.

M18 FOUND NOTHING. ESTABLISHED BY INTERSECTION.

M19 ESTABLISHED BY INTERSECTION OF THE WLY RIGHT OF WAY OF KRAEMER BOULEVARD PER R1 AND THE NORTHERLY LINE OF
THE LOFTUS CHANNEL AS DESCRIBED IN A DEED RECORDED JUNE 9, 1954 IN BOOK 2755, PAGE 502 OF OFFICIAL RECORDS.
FD. 1" I.P. TAGGED L.S. 4212 PER R1, S89°50'34"E 0.06', DOWN 0.2'.

M20 ESTABLISHED AT RECORD DISTANCE (1264.88') ALONG THE EAST LINE OF SECTION 18, T.3S., R.10W. IN THE RANCHO SAN
JUAN CAJON DE SANTA ANA AS SHOWN ON M.M. 51/7 FROM THE NORTHEAST CORNER THEREOF, ALSO BEING THE
CENTERLINE OF KRAEMER BOULEVARD (FORMERLY KNOWN AS CAROLINA STREET), AS THE INTERSECTION OF SAID EAST LINE
AND THE NORTHERLY LINE OF THE LOFTUS CHANNEL (PARCEL 6) AS DESCRIBED IN A DEED RECORDED JUNE 9, 1954 IN
BOOK 2755, PAGE 502 OF OFFICIAL RECORDS, PER SAID DEED.

M21 ESTABLISHED BY INTERSECTION OF CENTERLINE OF R2, AND NORTHEASTERLY R/W OF PACIFIC ELECTRIC RAILWAY
RIGHT OF WAY (ABANDONED) AS SHOWN ON R1.

NOTES:

LOT 1 IS FOR GOLF COURSE PURPOSES.

LOTS A THROUGH C, INCLUSIVE, ARE FOR OPEN SPACE/LANDSCAPE AND
RECREATIONAL TRAIL PURPOSES AND ARE NOT SEPARATE BUILDING SITES.

EASEMENT NOTES:

- (A) INDICATES AN EASEMENT FOR PIPE LINE PURPOSES IN FAVOR OF SOUTHERN
CALIFORNIA GAS COMPANY AS TO 3/4 INTEREST AND SOUTHERN COUNTIES GAS
COMPANY OF CALIFORNIA AS TO 1/4 INTEREST RECORDED AUGUST 14, 1948, IN BOOK
1686, PAGE 527, OF OFFICIAL RECORDS.
- (B) INDICATES AN EASEMENT FOR DRAINAGE AND STORM WATER CHANNEL PURPOSES IN
FAVOR OF ORANGE COUNTY FLOOD CONTROL DISTRICT RECORDED JUNE 23, 1954 IN
BOOK 2755, PAGE 502, OF OFFICIAL RECORDS.
- (C) INDICATES AN EASEMENT FOR PUBLIC UTILITIES PURPOSES IN FAVOR OF SOUTHERN
CALIFORNIA GAS COMPANY RECORDED JANUARY 6, 1975 IN BOOK 11318, PAGE 1011,
OF OFFICIAL RECORDS.
- (D) INDICATES AN IRREVOCABLE OFFER TO DEDICATE A 50 FOOT WIDE EASEMENT FOR
RECREATIONAL TRAIL PURPOSES IN FAVOR OF THE CITY OF BREA AS DEDICATED ON
PARCEL MAP NO. 93-110, P.M.B. 295/1-7.
- (E) INDICATES A 23 FOOT NON-BUILDABLE EASEMENT FOR SIDE YARD PURPOSES FOR
THE BENEFIT OF PARCELS 1 AND 2 AS RESERVED ON PARCEL MAP NO. 93-110,
P.M.B. 295/1-7.
- (F) INDICATES A 50 FOOT WIDE EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES IN
FAVOR OF UNION OIL COMPANY OF CALIFORNIA AS RESERVED ON PARCEL MAP NO.
93-110, P.M.E. 295/1-7.
- (G) INDICATES AN EASEMENT FOR PUBLIC UTILITIES PURPOSES IN FAVOR OF SOUTHERN
CALIFORNIA EDISON COMPANY RECORDED JULY 8, 1974 IN BOOK 11190, PAGE 1403
AND RE-RECORDED SEPTEMBER 17, 1974 IN BOOK 11244, PAGE 1771, SEPTEMBER 30,
1974 IN BOOK 11254, PAGE 1151 AND NOVEMBER 11, 1974 IN BOOK 11284, PAGE
1391, ALL OF OFFICIAL RECORDS.
- (H) INDICATES AN EASEMENT FOR SANITARY SEWER PURPOSES IN FAVOR OF THE CITY OF
BREA RECORDED OCTOBER 26, 1976 IN BOOK 11937, PAGE 1093, OF OFFICIAL
RECORDS.
- (I) INDICATES AN EASEMENT FOR PUBLIC UTILITIES IN FAVOR OF SOUTHERN CALIFORNIA
GAS COMPANY, A CALIFORNIA CORPORATION, RECORDED APRIL 18, 1996 AS
INSTRUMENT NO. 19960192465, OF OFFICIAL RECORDS.
- (J) INDICATES AN EASEMENT FOR SIDEYARD PURPOSES IN FAVOR OF BUP II PARTNERS
RECORDED OCTOBER 14, 1998 AS INST. NO. 19980693341, OF OFFICIAL RECORDS.
- (K) INDICATES AN EASEMENT FOR PIPELINE, INGRESS AND EGRESS PURPOSES RESERVED
HEREON.
- (L) INDICATES AN EASEMENT FOR WATER LINE PURPOSES DEDICATED HEREON TO THE
CITY OF BREA.
- (M) INDICATES AN EASEMENT FOR PUBLIC STREETS, HIGHWAYS, PUBLIC UTILITIES,
STORM DRAINS, SEWERS, WATER AND INCIDENTAL PURPOSES IN FAVOR OF
THE CITY OF BREA RECORDED MARCH 11, 2008 AS INSTRUMENT NO.
200800011450, OF OFFICIAL RECORDS.
- (N) INDICATES AN EASEMENT FOR STORM DRAIN AND MAINTENANCE PURPOSES DEDICATED
HEREON TO THE CITY OF BREA.
- (O) INDICATES AN EASEMENT FOR EMERGENCY VEHICLE INGRESS/EGRESS PURPOSES
DEDICATED HEREON TO THE CITY OF BREA.
- (P) INDICATES AN EASEMENT FOR GOLF CART PATH, INGRESS AND EGRESS PURPOSES
RESERVED HEREON.
- (Q) INDICATES AN EASEMENT FOR RECREATIONAL TRAIL PURPOSES DEDICATED HEREON TO
THE CITY OF BREA.
- (R) INDICATES AN EASEMENT FOR INGRESS AND EGRESS PURPOSES RESERVED HEREON
FOR FUTURE GRANT.

SIGNATURE OMISSIONS:

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

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, AS TO 3/4
INTEREST AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, A CALIFORNIA
CORPORATION, AS TO 1/4 INTEREST, HOLDERS OF AN EASEMENT FOR PIPE LINES
PURPOSES RECORDED AUGUST 14, 1948, IN BOOK 1686, PAGE 527, OF OFFICIAL
RECORDS.

ORANGE COUNTY FLOOD CONTROL DISTRICT, HOLDER OF AN EASEMENT FOR DRAINAGE
AND STORM WATER CHANNEL PURPOSES RECORDED JUNE 23, 1954 IN BOOK 2755,
PAGE 502, OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC
UTILITIES PURPOSES RECORDED JULY 8, 1974 IN BOOK 11190, PAGE 1403 AND
RE-RECORDED SEPTEMBER 17, 1974 IN BOOK 11244, PAGE 1771, SEPTEMBER 30,
1974 IN BOOK 11254, PAGE 1151 AND IN BOOK 11284, PAGE 1391, ALL OF OFFICIAL
RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC
UTILITIES PURPOSES RECORDED JANUARY 6, 1975 IN BOOK 11318, PAGE 1011, OF
OFFICIAL RECORDS.

CITY OF BREA, HOLDER OF AN EASEMENT FOR SANITARY SEWER PURPOSES
RECORDED OCTOBER 26, 1976 IN BOOK 11937, PAGE 1093, OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN
EASEMENT FOR PUBLIC UTILITIES PURPOSES RECORDED APRIL 18, 1996 AS
INSTRUMENT NO. 19960192465, OF OFFICIAL RECORDS.

UNOCAL CALIFORNIA PIPELINE COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN
EASEMENT FOR PUBLIC UTILITIES PURPOSES RECORDED NOVEMBER 6, 1996 AS
INSTRUMENT NO. 19960562210, OF OFFICIAL RECORDS. (NOT PLOTTABLE)

CITY OF BREA, HOLDER OF AN IRREVOCABLE OFFER TO DEDICATE A 50 FOOT WIDE
EASEMENT FOR RECREATIONAL TRAIL PURPOSES AS DEDICATED ON PARCEL MAP NO.
93-110, P.M.B. 295/1-7.

UNION OIL COMPANY OF CALIFORNIA, HOLDER OF AN EASEMENT FOR SIDEYARD
PURPOSES AS RESERVED ON PARCEL MAP NO. 93-110, P.M.B. 295/1-7.

UNION OIL COMPANY OF CALIFORNIA, HOLDER OF A 50 FOOT WIDE EASEMENT FOR
PIPELINES AND INCIDENTAL PURPOSES AS RESERVED ON PARCEL MAP NO. 93-110,
P.M.B. 295/1-7.

BUP II PARTNERS, A CALIFORNIA LIMITED PARTNERSHIP, HOLDER OF AN EASEMENT
FOR SIDEYARD PURPOSES RECORDED OCTOBER 14, 1998 AS INSTRUMENT NO.
19980693341 OF OFFICIAL RECORDS.

CITY OF BREA, HOLDER OF AN EASEMENT FOR PUBLIC STREETS, HIGHWAYS, PUBLIC
UTILITIES, STORM DRAINS, SEWERS, WATER AND INCIDENTAL PURPOSES RECORDED
MARCH 11, 2008 AS INSTRUMENT NO. 200800011450, OF OFFICIAL RECORDS.

SHEET 3 OF 5 SHEETS
SCALE: 1" = 60'
3 NUMBERED LOTS
AND LETTERED LOTS
A THROUGH C, INCLUSIVE
GROSS ACREAGE: 91,335 ACRES
NET ACREAGE: 91,016 ACRES
(ALL OF TENTATIVE
TRACT NO. 16933)

CURVE	DELTA	RADIUS	LENGTH
C1	74°15'22"	9.50'	12.32'
C2	90°00'00"	4.50'	7.07'
C3	90°00'00"	4.50'	7.07'
C4	90°00'00"	4.50'	7.07'
C5	90°00'00"	4.50'	7.07'
C6	29°14'46"	45.00'	22.87'
C7	29°14'46"	45.00'	22.87'
C8	29°14'46"	45.00'	22.87'
C9	29°14'46"	45.00'	22.87'
C10	44°14'45"	30.00'	22.31'
C11	82°32'34"	22.50'	10.35'

TRACT NO. 17148

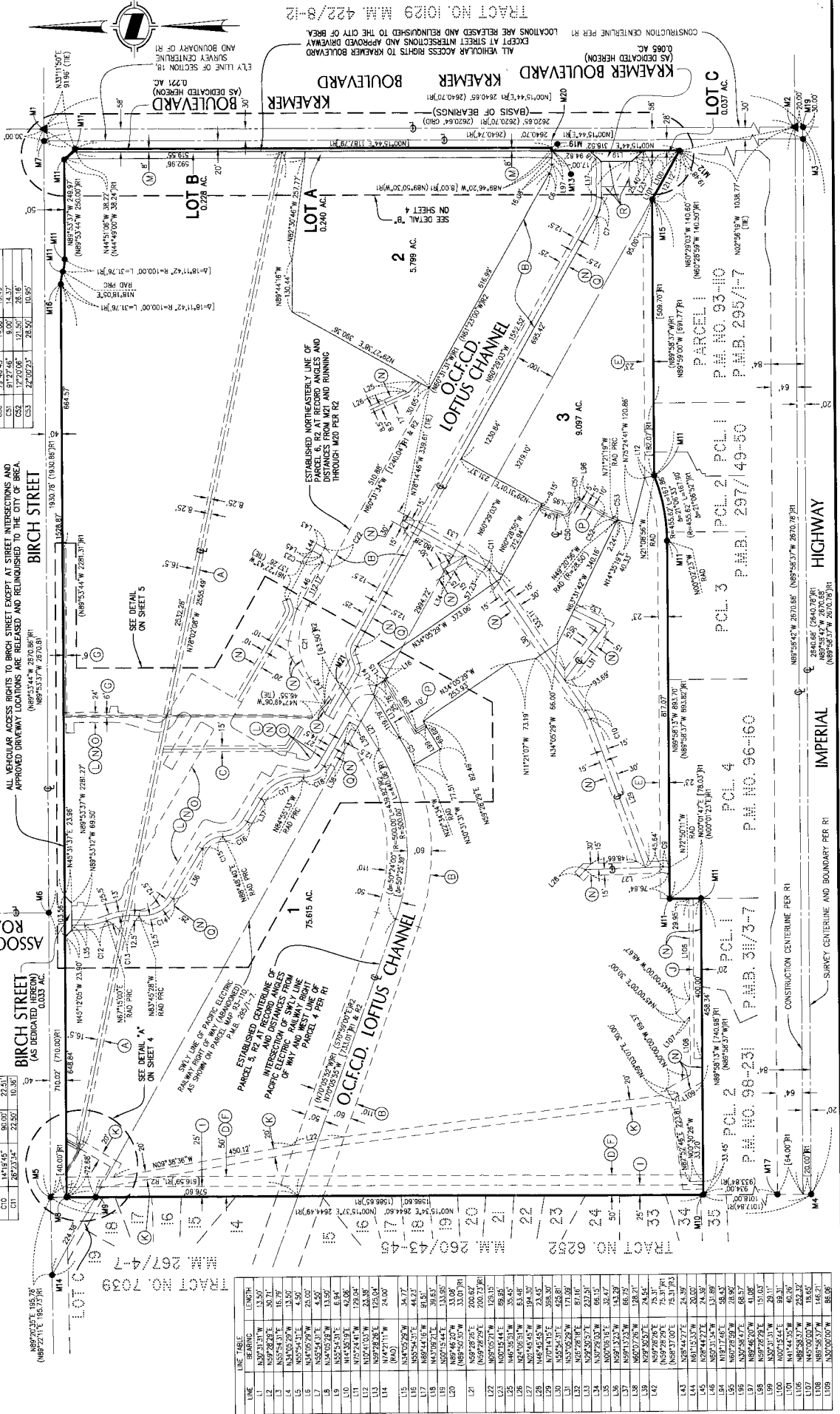
IN THE CITY OF BREA, COUNTY OF ORANGE
STATE OF CALIFORNIA

HUNSAKER AND ASSOCIATES IRVINE, INC.
RORY S. WILLIAMS, L.S. 6664 DATE OF SURVEY: APRIL, 2007

ALL VEHICULAR ACCESS RIGHTS TO BIRCH STREET EXCEPT AT STREET INTERSECTIONS AND APPROVED UNKINT LOCATIONS ARE RELEASED AND RELINQUISHED TO THE CITY OF BREA.

CURVE	DELTA	RADIUS	LENGTH
C12	22°52'16"	143.00'	52.04'
C13	68°22'52"	87.50'	89.88'
C14	68°22'52"	87.50'	89.88'
C15	58°02'03"	62.50'	63.31'
C16	58°02'03"	62.50'	74.45'
C17	64°17'50"	112.50'	176.25'
C18	64°17'50"	112.50'	176.25'
C19	64°17'50"	112.50'	176.25'
C20	64°17'50"	112.50'	176.25'
C21	64°17'50"	112.50'	176.25'
C22	64°17'50"	112.50'	176.25'
C23	64°17'50"	112.50'	176.25'
C24	64°17'50"	112.50'	176.25'
C25	64°17'50"	112.50'	176.25'
C26	64°17'50"	112.50'	176.25'
C27	64°17'50"	112.50'	176.25'
C28	64°17'50"	112.50'	176.25'
C29	64°17'50"	112.50'	176.25'
C30	64°17'50"	112.50'	176.25'
C31	64°17'50"	112.50'	176.25'
C32	64°17'50"	112.50'	176.25'
C33	64°17'50"	112.50'	176.25'

SEE SHEET 2 FOR BASIS OF BEARINGS,
DATUM STATEMENT, RECORD DATA NOTES,
MONUMENT NOTES, EASEMENT NOTES AND
NOTES.



LINE	BEARING	LENGTH
L1	N89°31'31"W	13.50'
L2	N89°28'28"W	30.17'
L3	N89°28'28"W	30.17'
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L107	N89°28'28"W	30.17'
L108	N89°28'28"W	30.17'
L109	N89°28'28"W	30.17'
L110	N89°28'28"W	30.17'

DUPLICATE

DUPLICATE

908 8

SHEET 5 OF 5 SHEETS
SCALE: 1" = 60'
3 NUMBERED LOTS
AND LETTERED LOTS
A THROUGH C, INCLUSIVE
GROSS ACREAGE: 91335 ACRES
NET ACREAGE: 91016 ACRES
(ALL OF TENTATIVE
TRACT NO. 16933)

TRACT NO. 17148

IN THE CITY OF BREA, COUNTY OF ORANGE

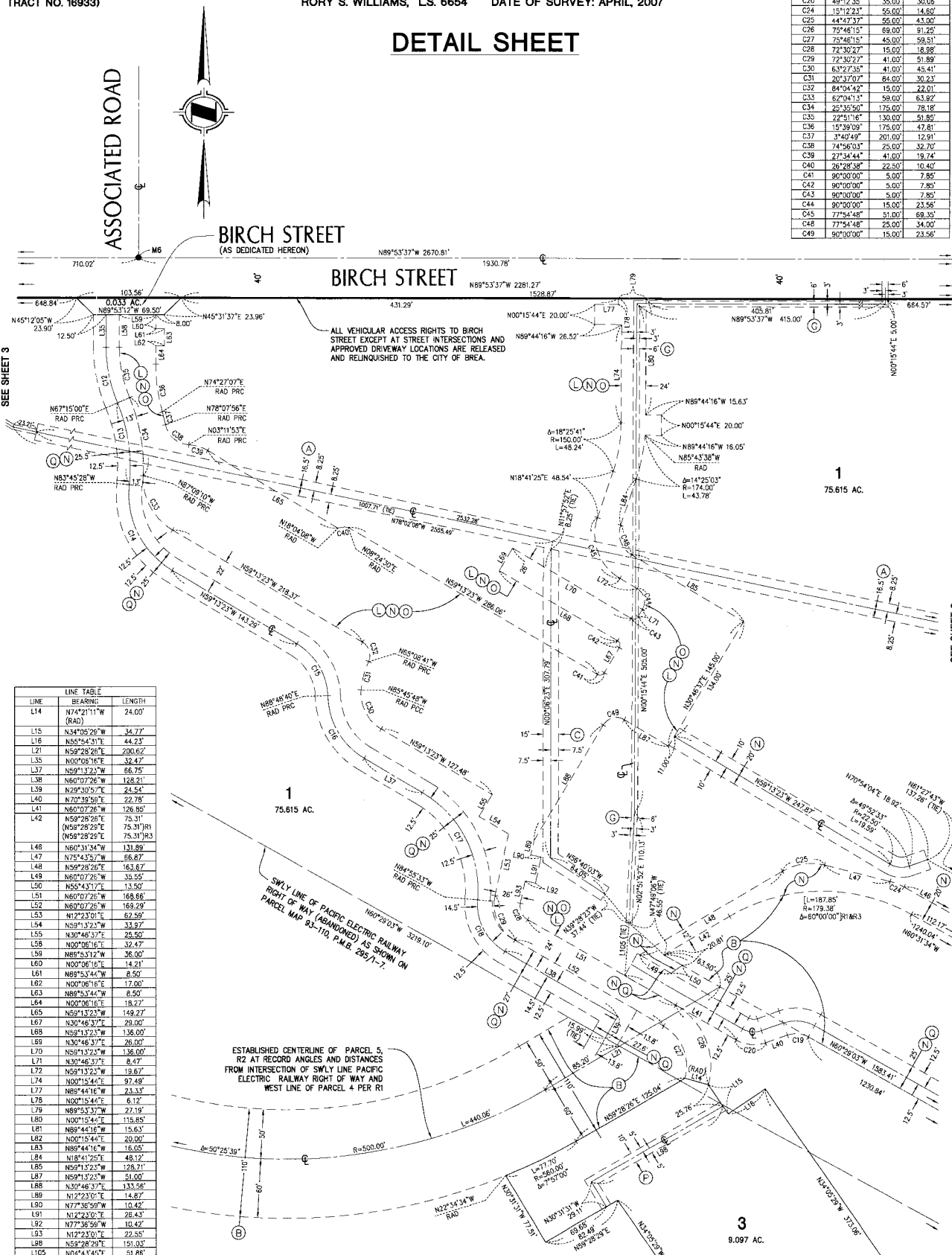
STATE OF CALIFORNIA

HUNSAKER AND ASSOCIATES IRVINE, INC.

RORY S. WILLIAMS, L.S. 6654 DATE OF SURVEY: APRIL, 2007

DETAIL SHEET

CURVE	DELTA	RADIUS	LENGTH
C12	22°51'16"	143.00'	57.04'
C13	28°59'32"	162.00'	81.97'
C14	63°22'55"	97.50'	99.98'
C15	58°00'03"	52.50'	53.31'
C16	58°02'03"	73.50'	74.45'
C17	64°17'50"	112.50'	126.25'
C18	65°11'53"	53.50'	60.88'
C19	48°50'26"	26.00'	21.31'
C20	49°11'35"	45.00'	30.06'
C24	15°12'23"	55.00'	14.60'
C25	44°47'37"	55.00'	43.00'
C26	75°46'15"	69.00'	91.25'
C27	75°46'15"	45.00'	58.51'
C28	72°30'22"	41.00'	51.89'
C29	72°30'22"	41.00'	51.89'
C30	63°27'35"	41.00'	45.41'
C31	20°37'07"	84.00'	30.23'
C32	84°04'42"	15.00'	22.01'
C33	67°04'15"	59.00'	63.92'
C34	25°35'50"	175.00'	78.18'
C35	22°51'16"	130.00'	51.85'
C36	15°39'09"	175.00'	47.81'
C37	3°40'49"	201.00'	12.91'
C38	74°56'03"	25.00'	32.70'
C39	27°34'44"	41.00'	19.74'
C40	28°28'38"	22.50'	10.40'
C41	90°00'00"	5.00'	7.85'
C42	90°00'00"	5.00'	7.85'
C43	90°00'00"	5.00'	7.85'
C44	90°00'00"	15.00'	23.56'
C45	77°54'48"	51.00'	68.35'
C48	77°54'48"	25.00'	34.00'
C49	90°00'00"	15.00'	23.56'



LINE	BEARING	LENGTH
L14	N74°21'11"W (RAD)	24.00'
L15	N34°05'29"W	34.77'
L16	N55°54'31"E	44.23'
L21	N59°28'26"E	200.62'
L35	N00°08'16"E	32.47'
L37	N59°13'23"W	56.75'
L38	N60°07'26"W	128.21'
L39	N29°30'57"E	24.54'
L40	N72°52'50"E	22.78'
L41	N60°07'26"W	126.85'
L42	N59°28'26"E	75.31'
L43	N59°28'26"E	75.31' (R)
L44	N59°28'26"E	75.31' (R)
L46	N60°31'34"W	131.89'
L47	N75°43'57"W	66.87'
L48	N59°28'26"E	163.67'
L49	N60°07'26"W	35.55'
L50	N55°43'37"E	13.50'
L51	N60°07'26"W	169.66'
L52	N60°07'26"W	169.29'
L53	N12°23'01"E	62.59'
L54	N59°13'23"W	33.87'
L55	N30°46'37"E	25.50'
L58	N00°08'16"E	32.47'
L59	N89°53'12"W	36.00'
L60	N00°06'16"E	14.21'
L61	N89°53'44"W	8.50'
L62	N00°06'16"E	17.00'
L63	N89°53'44"W	8.50'
L64	N00°06'16"E	19.27'
L65	N59°13'23"W	149.27'
L67	N30°46'37"E	29.00'
L68	N59°13'23"W	136.00'
L69	N30°46'37"E	26.00'
L70	N59°13'23"W	136.00'
L71	N30°46'37"E	8.47'
L72	N59°13'23"W	19.67'
L74	N00°15'44"E	97.49'
L77	N89°44'16"W	23.33'
L78	N00°15'44"E	8.12'
L79	N89°53'37"W	22.19'
L80	N00°15'44"E	115.85'
L81	N89°44'16"W	15.63'
L82	N00°15'44"E	20.00'
L83	N89°44'16"W	16.05'
L84	N18°41'25"E	48.54'
L85	N59°13'23"W	128.71'
L87	N59°13'23"W	51.00'
L88	N30°46'37"E	133.56'
L89	N12°23'01"E	14.87'
L90	N72°52'50"E	10.42'
L91	N12°23'01"E	28.43'
L92	N77°36'56"W	10.42'
L93	N12°23'01"E	22.55'
L98	N53°28'29"E	151.03'
L105	N04°43'45"E	51.88'

SEE SHEET 2 FOR BASIS OF BEARINGS,
DATUM STATEMENT, RECORD DATA NOTES,
MONUMENT NOTES, EASEMENT NOTES AND NOTES.

SEE SHEET 3

DUPLICATE

806 8

Bond No. 070010516
Initial Premium \$4,700.00

Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

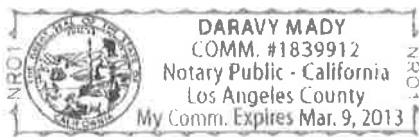
State of California

County of Los Angeles

On NOV 04 2011 before me, Daravy Mady, Notary Public, personally appeared Marina Tapia 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.



(seal)

Signature *Daravy Mady*
Daravy Mady, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa

On November 8, 2011

Date

before me,

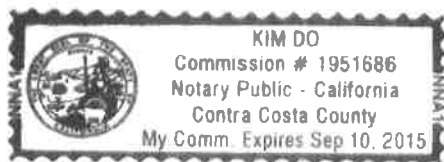
Kim Do, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Uriel Oseguera

Name(s) of Signer(s)



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 Kim Do

Signature of Notary Public

Place Notary Seal Above

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 this form to another document.

Description of Attached Document

Title or Type of Document: Bond #070010516-Improvement Bond-City of Brea

Document Date: November 4, 2011

Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Uriel Oseguera

☐ Individual

☒ Corporate Officer — Title(s): Assistant Treasurer

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing:

La Floresta, LLC.

**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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

E. S. ALBRECHT, JR., TRACY C. ASTON, C. K. NAKAMURA, LISA L. THORNTON, MARIA PENNA, MARINA TAPIA, EDWARD C. SPECTOR, KD CONRAD, BRENDA WONG, SIMONE GERHARD, NOEMI QUIROZ, B. ALEMAN, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVEN HUNDRED FIFTY MILLION AND 00/100** ***** DOLLARS (\$ **750,000,000.00** *****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of February, 2011.

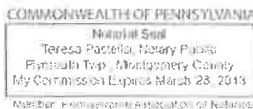
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of February, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this _____ day of _____

NOV 04 2011

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

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 08/20/2019
SUBJECT: Rebuild Engine on 2012 Pierce Fire Pumper

RECOMMENDATION

1. Ratify City Manager approval to utilize Emergency Procurement procedures per Section 3.24.120 of Purchasing Code and
2. Authorize expenditure of funds to rebuild engine on front-line 2012 Pierce Fire Pumper

BACKGROUND/DISCUSSION

The Brea Fire Department has one 2012 Pierce Fire Pumper (Engine 1) stationed at Fire Station 1. The odometer currently reads 97,064 miles.

On July 13, 2019, Fleet Division staff responded to an after-hours trouble call for Engine 1 (#1202). The Engine was at St. Jude Hospital and would not start. The unit was towed to the shop and upon inspection from equipment shop personnel, it was determined the engine was locked up. The unit was towed to Valley Power Systems, Inc. in the City of Industry, for further diagnosis. After performing a thorough inspection of the engine and pulling the oil pan, it was determined the engine suffered a main bearing breakdown, causing internal component damage. Valley Power Systems provided an estimate cost to rebuild the engine.

Given the urgent nature of the necessary repairs, the City Manager per Section 3.24.120 of the Purchasing Code: Special Circumstances - Emergency Procurements deemed the repairs an Emergency and approved moving forward with the repairs.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their August 13, 2019 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

Public Works staff recommends approval to rebuild the engine on the 2012 Pierce Fire Pumper. The estimated cost of rebuilding the engine is \$57,978.05; \$16,164 of the cost is for labor. If the engine block is determined to not have internal damage and can be rebuilt, there will be a cost savings on the core charge of \$10,625.

Funding for the repairs will be appropriated to the Vehicle Maintenance Fund (480). The appropriation for this purchase will be addressed in the first round of FY 2019-20 Budget Adjustments.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alex Escobar, Fleet Supervisor

Concurrence: Ron Krause, Superintendent and Tony Olmos, P.E., Public Works Director

Attachments

Engine Repair Cost Sheet

NOT POSTED TO FLEET
 UPDATED: 07/18/19 08:53 am PDT



Valley Power Systems, Inc. - City of Industry

BAR# ARD133217 EPA# CAR000058776 425 S. Hacienda Blvd. City of Industry, California
 91745

Phone: (626) 333-1243 - Fax: (626) 369-7096



Valley
 AND THE VALLEY POWER SYSTEMS
 FAMILY OF COMPANIES

Case Number: 5044132 - Repair Order Number: I32855

Purchase Order Number: n/a

Service Writer: Perez, Alfonso - Case Date: 07/15/19 04:37 pm PDT

Brea City Fire	Unit #: E-1		
Address: 1 CIVIC CENTER CIRCLE Brea, CA 92821	Asset: 2012 PIERCE ARROW XT	Miles 97,064	
Phone: (714) 990-7699	Serial #: CA012773		
Fax: (714) 990-5037	VIN: 4P1CA01D1CA012773		
Cust #: 012289	Engine: DD13		
	Engine Hours: 0		

Complaint:

1. TOWED IN: C/A ENGINE LOCKED UP (CUST ADV REMOVED STARTER TESTED & STARTER IS OK)

Operation	Operation	Labor	Parts	Core Charge	Total
1	DIAG. ENGINE LOCKED UP	\$540.00	\$0.00	\$0.00	\$540.00
2	Req Additional Diag (Bearing Failure)	\$279.00	\$0.00	\$0.00	\$279.00
3	3/4 BLOCK. Parts: (1.0) 3/4 ENG DD13 ENGINE	\$15,345.00	\$24,184.21	\$10,625.00	\$50,154.21
4	OPERATION ONE. FUEL MODULE COUPLING, BANJO SEALS, FUEL FILTERS, INJECTOR SEAL KIT, COOLANT LINE. Parts: (1.0) CLNT LINE, (1.0) KIT - FILTER INSERT, (1.0) PIPE, (12.0) SEAL RING (20mm O.D. x	\$0.00	\$96.55	\$0.00	\$96.55
5	OPERATION # 2 HP LINE KIT, HP SEAL KIT AND HP LOW AND HIGH GASKET Parts: (1.0) GASKET, (1.0) GASKET, (1.0) HPF LINE KIT, (1.0) OIL SEAL KIT	\$0.00	\$214.92	\$0.00	\$214.92
6	OPERATION #3 AIR COMPRESSOR SEALS, POWER STEERING GASKET, COOLANT LINE, Parts: (1.0) COOLANT LINE, (1.0) GASKET, (1.0) O-RING, (1.0) O-RING 16MM	\$0.00	\$32.19	\$0.00	\$32.19
7	operation # 4 flywheel bolts, oil pan gasket, overhaul kit. Parts: (1.0) O/H GSKT KIT, (1.0) SEAL, (12.0) BIHEX BOLT	\$0.00	\$348.81	\$0.00	\$348.81
8	OPERATION # 5 OIL MODULE GASKET, EGR CLAMP KIT, AND GASKET, PLUGS Parts: (1.0) GASKET, (1.0) SEAL, (2.0) CLAMP KIT, (2.0) PIPE CLAMP, (2.0) SEALING RING	\$0.00	\$242.40	\$0.00	\$242.40
9	OPERATION #6 OIL AND BREATHER Parts: (1.0) OIL SEP, (55.0) DELO400 10W30 QT	\$0.00	\$498.03	\$0.00	\$498.03
10	OPERATION #7 CAM HAOSING SEAL, CONN PIPES, ROCKER GASKET, INJECTOR HARNESS, Parts: (1.0) CONN PIPE, (1.0) HARNESS, (1.0) HARNESS, (1.0) SEAL, (1.0) SEAL, (2.0) CONN PIPE	\$0.00	\$271.51	\$0.00	\$271.51
11		\$0.00	\$902.21	\$0.00	\$902.21

OPERATION # 8 INTAKE GASKET, EXHAUST GASKETS, TURBO GASKET, BOLTS & NUTS, EGR COOLER OUTLET GASKET, HEAD GASKET SET.

Parts: (1.0) HD GSKT KIT, (1.0) HEX NUT, (1.0) METAL SEAL, (1.0) NO.105 GREASE 10OZ TUBE, (1.0) RTV 85GRAM, (1.0) SEAL, (1.0) SEAL, (1.0) SEAL (METAL, (1.0) SEAL (METAL, (1.0) SEAL RING, (3.0) HEX HD BOLT, (30.0) TIE-WRAP 18-1400 3/16X14, (4.0) SCOTCH BRITE PAD, (40.0) TIE STRAP-W FIR TREE MO, (6.0) SEAL

Notes: [7/16/2019 at 02:24 pm PDT] - SENT ESTIMATE TO BRAD VIA EMAIL

Parts: \$26,790.83

Labor: \$16,164.00

Core: \$10,625.00

Haz. Waste: \$40.00

Shop: \$803.72

Freight: \$0.00

Tax: \$3,554.50

Travel Charges: \$0.00

TOTAL: \$57,978.05

WARRANTY INFORMATION: WARRANTY ON NEW ENGINES, NEW TRANSMISSIONS, NEW AND REBUILT PARTS, reliable ENGINES, reliable ASSEMBLIES, reliable PARTS AND UTEX PARTS IS LIMITED TO THE MANUFACTURER'S WARRANTY. SHOP LIABILITY SHALL BE LIMITED TO THE CORRECTION OF THE REPAIRS PERFORMED WHEN VALLEY POWER SYSTEMS, Inc. or any of its subsidiaries (herein to refer to as "VALLEY") EXAMINATION SHALL DISCLOSE FAULTY WORKMANSHIP UNDER NORMAL USE WITHIN 180 DAYS FROM THE DATE OF DELIVERY. VALLEY's SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR, AT ITS PLACE OF BUSINESS OR, AT ITS OPTION EXCHANGE ANY SUCH GOODS OR SERVICES WHICH ARE FOUND BY VALLEY TO BE DEFECTIVE IN WORKMANSHIP OR MATERIAL, FOR reliable assemblies. THIS IS LIMITED TO REPAIRS OR REPLACEMENT OF THE FAILED reliable COMPONENTS ONLY. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH DEFECT, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, IN NO EVENT SHALL VALLEY BE LIABLE FOR ANY INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING TOWING OR DOWN TIME IN CONNECTION WITH, OR ARISING OUT OF THE SALE OF GOODS OR FURNISHINGS SERVICES. THESE WARRANTIES ARE ONLY APPLICABLE WARRANTY AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED. INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY SPECIFIED HEREIN.

CUSTOMER RESPONSIBILITY FOR NON-WARRANTY REPAIRS: IN SOME INSTANCES, CERTAIN OF THE REPAIRS REQUESTED BY YOU MAY HAVE THE POSSIBILITY OF BEING COVERED BY A MANUFACTURER'S WARRANTY, IN SUCH INSTANCES, VALLEY MAY, AS AN ACCOMMODATION TO YOU, FILE WARRANTY CLAIM ON YOUR BEHALF AND DEFER BILLING YOU UNTIL THE MANUFACTURER HAS RESPONDED TO THE WARRANTY CLAIM. HOWEVER, ANY AMOUNTS NOT PAID BY SAID MANUFACTURER WILL BE BILLED TO YOU AND WILL BE DUE UPON RECEIPT OF INVOICE.

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH INSTALLATION OF THE NECESSARY MATERIAL, AND HEREBY GRANT VALLEY AND/OR ITS EMPLOYEES PERMISSION TO OPERATE THE VEHICLE OR PRODUCT HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS LEAN IS HEREBY ACKNOWLEDGED ON THE VEHICLE OR PRODUCT TO SECURE THE AMOUNT OF THE REPAIRS THERETO. I ALSO ACKNOWLEDGED THAT THE REPAIRER IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO ARTICLES LEFT WITH VEHICLE OR PRODUCT IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE BEYOND ITS CONTROL, AND IT'S NOT RESPONSIBLE FOR MATERIAL UNCLAIMED AFTER 30 DAYS. I ALSO ACKNOWLEDGE AND ACCEPT THE TERMS OF THE WARRANTY INFORMATION SHOWN ABOVE.

DATE: _____ SIGNED: X _____

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 08/20/2019
SUBJECT: Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2019-20

RECOMMENDATION

Authorize the Purchasing Agent to issue purchase orders in an amount not-to-exceed \$487,500 for various City vehicles described in the Annual Vehicle Purchase Plan for Fiscal Year 2019-20.

BACKGROUND/DISCUSSION

Each fiscal year, the vehicles used by various City departments are assessed to determine whether it is best to continue maintenance, retire, replace, or add new units. The determining factors include excessive mileage; unit hours; age and normal life expectancy; maintenance costs and history; and safety and environmental impacts. The attached equipment list indicates the replacements that were approved in the new fiscal year budget. This list provides the equipment descriptions, quantities, estimated costs, and departments where they will be assigned. For this fiscal year, the requirements are for replacements only, no additional units are planned. The Purchasing Division will solicit bids for the listed equipment per the formal bidding requirements of the Brea Municipal Code, or utilize competitively bid national cooperative agreements or "piggybackable" contracts, whichever provides the best available pricing and is in the best interests of the City.

Staff requests that Council authorize the Purchasing Agent to issue purchase orders immediately after completing the best available pricing analysis, without the need to return to City Council for approval of the individual awards. This would ensure the needed equipment is replaced in a timely fashion and without interruption in service; manufacturer production cutoff dates are met; taking advantage of incentives and discounts; and the expediting of the purchase of these items. Should any of the listed equipment be limited to a single source, the Purchasing Agent will verify and document the reasons for the sole source procurement prior to award.

To help facilitate operational and budgetary requirements, staff requests that Council authorize the Fleet Supervisor and Purchasing Agent to make changes in the type and quantity of the listed equipment, subject to budget appropriations and the not-to-exceed amount requested.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their August 13, 2019 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

The City Council adopted Fiscal Year 2019-20 Budget has sufficient funding available for the requested not-to exceed amount for these purchases in the Public Works' Equipment Maintenance Division expenditure account in Mobile Equipment (480-51-5161-4641).

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alex Escobar, Fleet Supervisor

Concurrence: Ron Krause, Superintendent and Tony Olmos, P.E., Public Works Director

Attachments

Vehicle Replacements

DEPARTMENT	UNIT #	2019/20
POLICE SERVICES		
ADMIN FORD FUSION (CHIEF)	1317	\$ 35,000
MOTORCYCLE	1128	\$ 29,500
CRIME IMPACT	1415	\$ 30,000
CRIME IMPACT	1417	\$ 30,000
DETECTIVE	1325	\$ 30,000
DETECTIVE	1420	\$ 30,000
UV INTERCEPTOR (958)	1516	\$ 37,000
UV INTERCEPTOR (957)	1517	\$ 37,000
UV INTERCEPTOR (962)	1527	\$ 37,000
DETECTIVE Decision Package		\$ 30,000
FIRE SERVICES		
SUV-PREVENTION	27013	\$ 35,000
FORD EDGE (EMER. PER.)	1013	\$ 30,000
COMMUNITY DEVELOPMENT		
PRIUS-ADMINISTRATION	28028	\$ 30,000
PUBLIC WORKS VEHICLES		
1/2 TON PICKUP-B	27001	\$ 33,500
1/2 TON PICKUP-P	1006	\$ 33,500
TOTAL		\$ 487,500

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/20/2019

SUBJECT: Authorize the Execution of Certificates to provide Certain Indemnification in favor of the County of Orange in Connection with Submittal of Special Assessment and Special Tax Levy Information and Taking Other Related Actions

RECOMMENDATION

Approve resolution and authorize the Mayor or City Manager to execute.

BACKGROUND/DISCUSSION

In June of each year, the County of Orange Auditor-Controller's Office requests agencies, including the City of Brea, to provide special assessment and special tax information to be placed on the upcoming fiscal year secured tax roll of the County of Orange. The County collects special assessment and special tax levies on behalf of the City and information is due to the Orange County Auditor-Controller's Office by August 10 per Government Code (GC) §26911, Health and Safety (H&S) Code §5474.4 & §101330. For the City of Brea, special assessments and special taxes includes lighting and landscape districts, community facility districts and the City's paramedic tax.

In addition to the 2019-20 special assessment and special tax levy information, the County has now requested that the City furnish a certificate (the "2019-20 Certificate") providing for the City's indemnification of the County, the County Board of Supervisors, the County Auditor-Controller, its officers and employees with respect to potential litigation over whether the requirements of Proposition 218 (which added Articles XIIC and XIID to the California State Constitution) were met by the City with respect to such assessments.

The City Attorney's Office reviewed the County's requested form and with some modifications, received approval from the County on the certificate which is Exhibit A to the Resolution attached to this staff report.

The Mayor or City Manager as recommended to execute this annual certificate for FY 2019-20 and future submittals assuming substantially similar to the FY 2019-20 certificate.

FISCAL IMPACT/SUMMARY

There is no fiscal impact.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Cindy Russell, Administrative Services Director

Attachments

Resolution

RESOLUTION NO. 2019-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA, AUTHORIZING THE EXECUTION OF CERTIFICATES TO PROVIDE CERTAIN INDEMNIFICATION IN FAVOR OF THE COUNTY OF ORANGE IN CONNECTION WITH SUBMITTAL OF SPECIAL ASSESSMENT AND SPECIAL TAX LEVY INFORMATION AND TAKING OTHER RELATED ACTIONS

A. RECITALS:

(i) The City of Brea (the “**City**”) has imposed or levied, and expects that from time to time, it will impose or levy, special assessments and special taxes (collectively, the “**Assessments**”) that will be placed on the secured tax roll of the County of Orange (the “**Orange**”) and collected by the County on behalf of the City;

(ii) In connection with the current Assessments, the City is required to provide to the County annually (and such other times required) pertinent information, including but not limited to, identification of the applicable parcels and the related amounts;

(iii) The City received instructions from the County to submit pertinent information for the Assessments to be included on the 2019-20 secured tax roll (the “**2019-20 Assessments Information**”);

(iv) In addition to the 2019-20 Assessments Information, the County has requested that the City furnish a certificate (the “**2019-20 Certificate**”) providing for the City’s indemnification of the County, the County Board of Supervisors, the County Auditor-Controller, its officers and employees with respect to potential litigation over whether the requirements of Proposition 218 (which added Articles XIIC and XIID to the California State Constitution) were met by the City with respect to such Assessments;

(v) The form of the 2019-20 Certificate is attached as Exhibit A;

RESO NO. 2019-053
August 20, 2019

(vi) The County indicated that similar certification will be required for future annual submittal of Assessments information;

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 2019-20 Certificate, in the form attached as Exhibit A, is hereby approved. Each of the Mayor (or in the Mayor's absence, the Mayor Pro Tem) and the City Manager (each, an "**Authorized Officer**"), acting individually, is hereby authorized, for and in the name of the City, to execute and deliver the 2019-20 Certificate in substantially such form.

3. Each Authorized Officer acting individually, upon consultation with the City Attorney, is hereby authorized to execute certificates (or other instruments) substantially similar to the 2019-20 Certificate, in connection with future submittals of Assessments information to the County.

4. The Officers and staff members of the City are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of 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 20th day of August, 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 20th day of August, 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. 2019-053
August 20, 2019

EXHIBIT A

FORM OF CERTIFICATION OF ASSESSMENT

The City of Brea (the "City") hereby certifies that the special assessment(s) (see below) to be placed on the 2019-20 Secured Property Tax bill by the City meets the requirements of Proposition 218 that added Articles XIIIC and XIID to the State Constitution.

The City agrees to defend, indemnify and hold harmless the County of Orange, the Board of Supervisors, the Auditor-Controller, its officers and employees, from litigation over whether the requirements of Proposition 218 were met by the City with respect to such assessment(s).

THE CITY OF BREA

By: _____
MAYOR/CITY MANAGER _____ DATE _____

2019-20 Special Assessments and/or Direct Charges are listed below:

<u>County Type of Tax/ City/District Code</u>	<u>Description</u>
1. N1	Landscape and Lighting District No. 1
2. N2	Lighting District No. 2
3. N3	Landscape and Lighting District No. 3
4. N4	Lighting District No. 4
5. N5	Landscape and Lighting District No. 5
6. N6	Landscape and Lighting District No. 6
7. N7	Landscape and Lighting District No. 7
8. R5	Community Facilities District 1996-1 (Downtown Brea Public Improvements)
9. R6	Community Facilities District 1997-1 (Olinda Heights Public Improvements)
10. R7	Community Facilities District 2008-2 (Brea Plaza)
11. R8	Community Facilities District 2008-1 (Blackstone)
12. R9	Community Facilities District 2011-1 (La Floresta)
13. S1	Community Facilities District 2013-1 (Taylor-Morrison/Summerwind)
14. S2	Community Facilities District 2013-2 (Central Park Village)

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Yvonne Lopez, Executive Assistant

DATE: 08/20/2019

SUBJECT: Authorization to Relocate Signage and Install New Signage at Parking Structure Number 3

RECOMMENDATION

Approve the relocation of signage and installation of new signage at Parking Structure Number 3 at an estimated total cost of \$22,140, to be funded by CIP Project No. 7903, with the City's cost to be \$10,000 and the remainder to be paid for by the Brea Downtown Owners Association (BDOA)

BACKGROUND/DISCUSSION

On February 20, 2018, the City Council accepted the completion of Brea Superblock I Parking Structure (P3), CIP Project No. 7903 ("Project") for \$9,236,742 with a remaining project balance of \$476,380. At that time, staff anticipated completing other projects that were directly impacted by the Project and carried over \$310,000 of the remaining project balance to the FY 2018-19 CIP budget. As a result, City Council authorized the paving of Orange Avenue between Imperial Highway and Birch Street, which was completed for approximately \$60,000.

Subsequently, there have been ongoing discussions with the Downtown BDOA regarding enhancement to the parking structure signage at P3. In particular, there have been concerns over the lack of identification signage on the Birch Street side. Staff identified the possibility of relocating the existing "blade" sign from the entrance to the structure on Orange Avenue to the Birch Street side. Staff also proposes to add two smaller signs that would include a lighted circular "P" and a sign indicating "Free" to match signage at the other parking structures.

Staff solicited quotes from two sign companies. The selected quote is from ADS and includes sign relocation and the 2 smaller signs for a total of \$18,139. Not included in the quote, but to be performed by others, is traffic control at approximately \$2,500 and electrical work for approximately \$1,500. The total cost of the project is not expected to exceed \$22,140.

In partnership with the Downtown BDOA, the BDOA has agreed that City would cover \$10,000 and the BDOA would cover the remainder of the project costs. Funds would be required from the BDOA before construction commences.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their August 13, 2019 meeting and recommended to proceed.

FISCAL IMPACT/SUMMARY

The FY 2018-19 Capital Improvement Project (CIP) Budget for CIP 7903 - Super Block I Parking Structure has remaining funds available to cover the City's share of \$10,000. There is no impact to the City's General Fund.

RESPECTFULLY SUBMITTED:

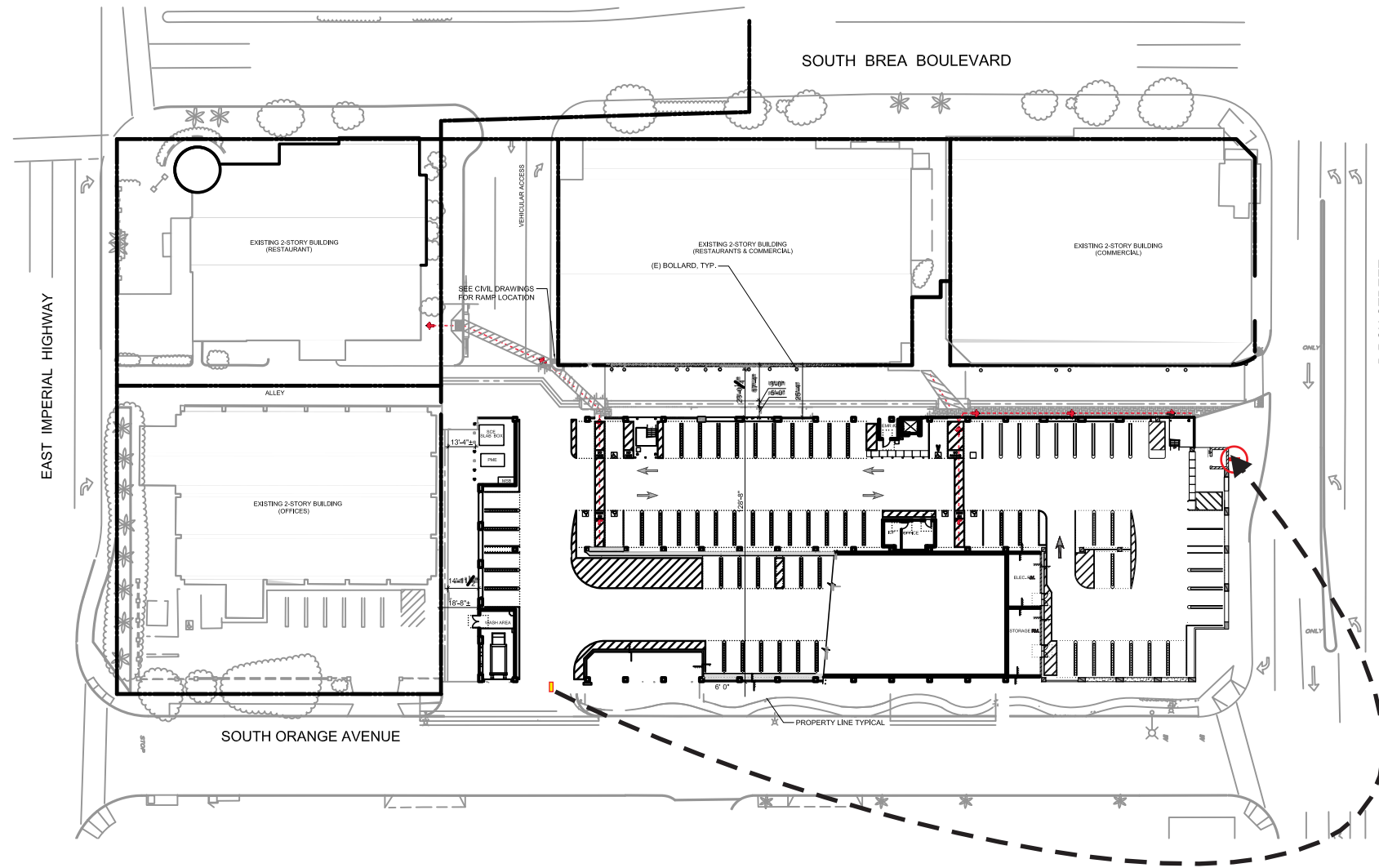
William Gallardo, City Manager

Prepared by: Tony Olmos, Public Works Director

Attachments

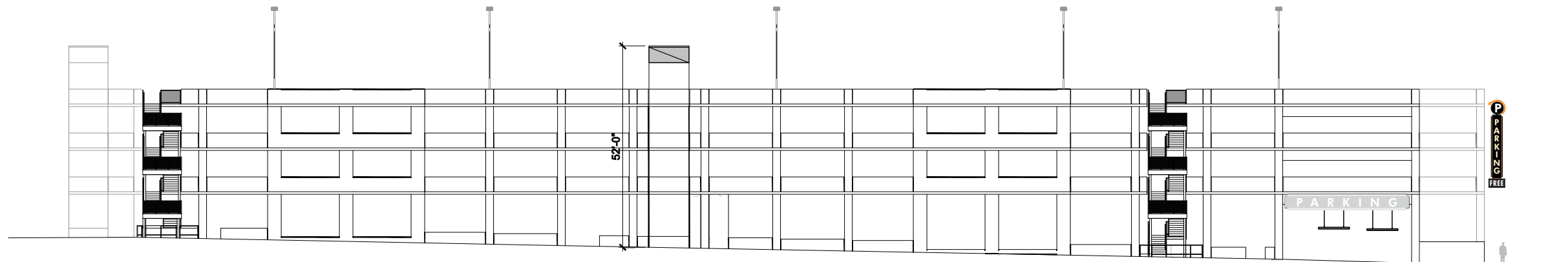
Sign Plan

Quote



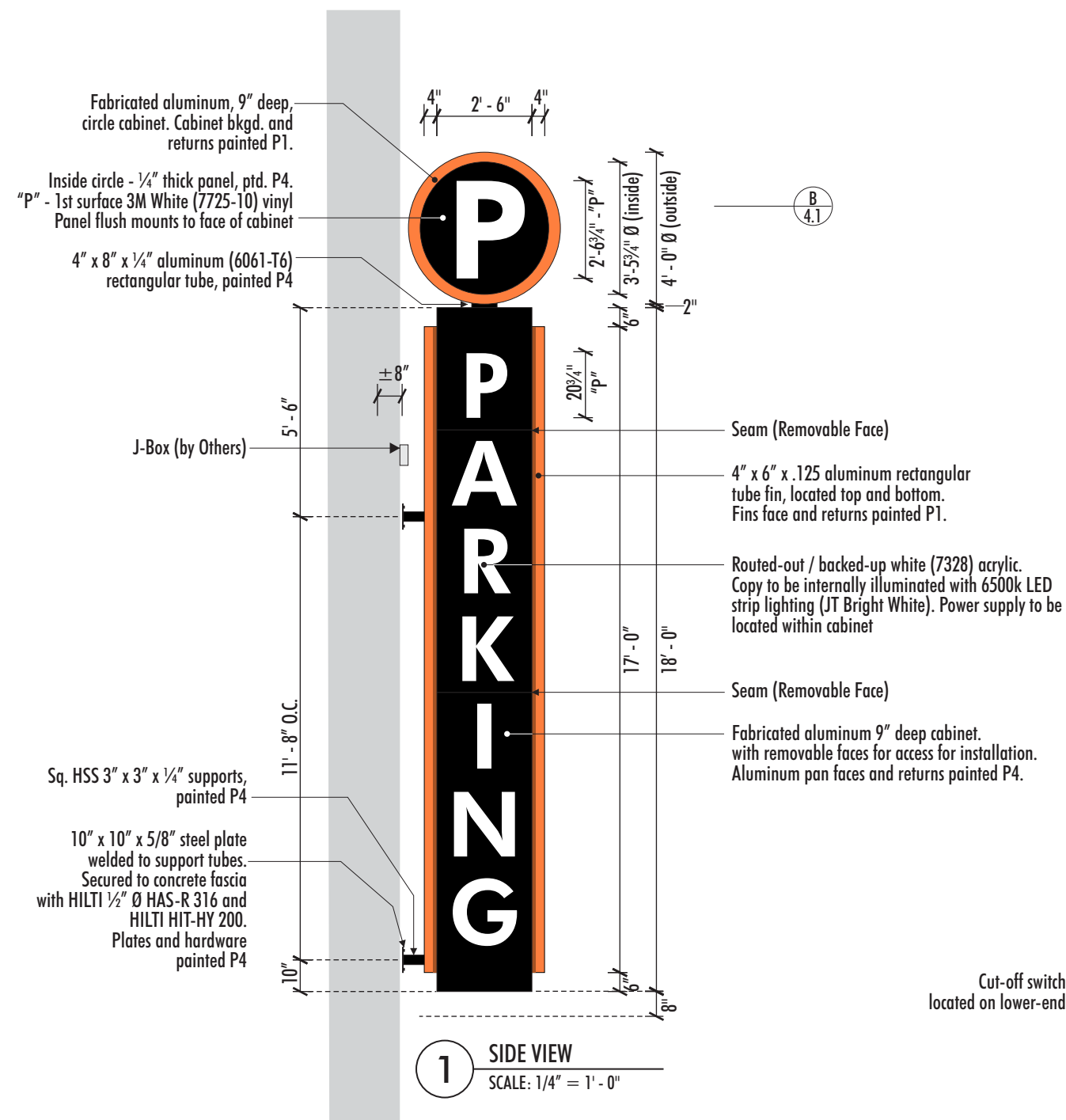
REMOVE SIGN FROM EXISTING LOCATION ON SOUTH ORANGE AVENUE
AND REINSTALL ON BIRCH STREET

1 SIGN LOCATION PLAN
SCALE: 1" = 50' - 0"



2 CONTEXT ELEVATION - GARAGE WEST ELEVATION
SCALE: 1/32" = 1' - 0"

EXISTING SIGN



NOTE: EXISTING SIGN TO BE RELOCATED WITH TWO NEW ADDITIONS
A) ANIMATED LIGHT BULB ARROW.
B) "FREE" SIGN CABINET



REQUIREMENTS FOR ELECTRICAL ILLUMINATION:

PRIMARY ELECTRICAL TO SIGN LOCATIONS TO BE PROVIDED BY OTHERS. A DEDICATED CIRCUIT WITH NO SHARED NEUTRALS AND A GROUND RETURNING TO THE PANEL IS REQUIRED FOR INSTALLATION.

ALL TRANSFORMERS SHALL BE, (GFI) GROUND FAULT-INTERRUPTED TRANSFORMERS.

ALL SIGNS HAVE - DEDICATED BRANCH CIRCUIT

- THREE WIRES - LINE, NEUTRAL, & GROUND
- WIRE SIZE - MINIMUM OF 12 GA. THIN COPPER WIRE

ALSO NOTE: GAUGE OF WIRE IS DETERMINED BY THE LENGTH OF RUN & AMPERAGE AS PER NEC ARTICLE 300.

- GROUND WIRE MUST BE CONTINUOUS AND GO FROM THE SIGN TO THE PANELBOARD GROUND BUS.
- VOLTAGE SHOULD READ NO MORE THAN 3 VOLTS BETWEEN GROUND AND NEUTRAL.
- CONDUIT CAN NOT BE USED AS GROUND PATH.
- POWER TO SIGN MUST BE DONE BY A LICENSED ELECTRICIAN OR ELECTRICAL CONTRACTOR.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

1 Dedicated 20 Amp Circuit at 277 Volts

Note #1: All above is not in sign company's scope of work and must be in place prior to installation.

Note #2: Electrical to be brought to base of sign (by others) and not in sign company's scope of work.

PAINT COLORS (Paint to match)

P-1	P-4
Matthews Paint: MP00190	Matthews Paint: MP33653
Matchbox Car Orange (Satin Finish)	Black Stallion (Satin Finish)





1160 Railroad St.
Corona, CA 92882
T: 800.862.3202
www.ad-s.com

Quote

Quote No: **46519-R2**
Date: **7/24/2019**
Expires: **9/22/2019**
Customer No.: **CITYBREA**
Page: **1 of 4**

Quote To:

City of Brea
1 Civic Center Circle
Brea CA 92821

Ship To:

Downtown Brea
33 W. Birch Street
Brea, CA 92821

Customer Phone

Customer Fax

Customer E-mail

Customer P.O.

Ship Via

Terms

Salesperson

Company Truck

50% Deposit / Balance Net 30

Milton Solomon

Description

Unit

Quantity

Unit Price

Net Price

Sign Type: Remove and Relocate Existing Blade Sign reading "Parking".
- Description: Remove existing blade sign on S. Orange Ave. and reinstall on the Northwest corner on Birch St. Includes survey and engineering .
Primary power to supplied to the new location by others, not in ADS scope.

1.00

6,652.00

6,652.00

Sign Type: To add to the bottom of the existing blade sign, one (1) double-faced internally Illuminated Cabinet detailed below.

- Description: Fabricate and install Double-Face illuminated aluminum cabinet with routed out copy and backed with white acrylic.
- Dimensions: 28"h x 48"w x 9" deep.
- Copy: "FREE".
- Finish: Painted single color - smooth finish.
- Illumination: LED.
- Mounting: Mechanically fastened to bottom of existing blade sign .
- Reference: AD/S Plans Dated 4/5/2019 .

1.00

4,789.00

4,789.00

Sign Type:
To add one (1) double faced 6" w x 6" deep externally illuminated arrow with animated lightbulbs.

- Finish: Painted smooth finish.
- Illumination: Exposed LED animated light bulbs.
- Mounting: Mechanical fasteners. .

1.00

6,698.00

6,698.00



1160 Railroad St.
Corona, CA 92882
T: 800.862.3202
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Quote

Quote No: **46519-R2**
Date: **7/24/2019**
Expires: **9/22/2019**
Customer No.: **CITYBREA**
Page: **2 of 4**

Description	Unit	Quantity	Unit Price	Net Price
Notes to the Proposal:				
<p><i>DUE TO THE VOLATILITY OF THE STEEL AND ALUMINUM MARKETS, THE AMOUNT OF THIS QUOTE IS SUBJECT TO ADJUSTMENT BASED ON INCREASES IN MATERIAL AND/OR LABOR COSTS ARISING FROM MATERIAL SHORTAGES, SURCHARGES, AND/OR TARIFFS. CUSTOMER SHALL BE RESPONSIBLE FOR ALL SUCH INCREASES TO THE AMOUNT OF THIS QUOTE AS OF THE TIME OF THE ORDER(S). AD/S COMPANIES WILL PROVIDE DOCUMENTATION OF ANY SUCH INCREASES UPON REQUEST AT THE TIME OF THE ORDER(S).</i></p> <p>INCLUSIONS:</p> <ul style="list-style-type: none">- Sales tax of 7.75%.- Engineering.- Prevailing wage installation rates during typical business hours.- Structural support arms- Shop drawings. <p>EXCLUSIONS:</p> <ul style="list-style-type: none">- Permit, permit procurement fees, and QAA inspections.- Lane and sidewalk closures / traffic control.- Wall / ceiling structural supports.- Electrical to sign location / time clocks.- Message schedule, map artwork, site plan with sign locations.- Removal of existing signage except as noted above. <p>GENERAL NOTES:</p> <ul style="list-style-type: none">- Sign counts are based on quantity counts provided. If quantities vary from what is listed in this quote, AD/S may revise the proposal.- All pricing is based on customer supplied production ready artwork unless noted otherwise. Additional costs will apply if customer supplied artwork is not production ready.- Standard manufacturing lead time is 8 – 10 weeks after all approvals.- Pricing is based on one (1) mobilization.- This proposal is based on level grade with no underground obstructions, and based on regular unobstructed access to each sign location for auguring / equipment and installation.- If performance bonds are required, fee is 1.5% of the value of the contract.- DIR Registration #1000004457, CA License #714309, NV License #0069733.				
Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate to be paid by the purchaser. In the event of a breach of contract by purchaser, Seller will be entitled to attorney's fees in a court proceeding. All agreements contingent upon strikes, accidents or delays beyond our control. Purchaser to carry fire, tornado and other necessary insurance upon above work. Workman's Compensation and public liability insurance on above work to be taken out by Seller.				
Acceptance of Proposal			Net Order:	18,139.00
The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.			Sales Tax:	
Approved and Accepted by:			Quote Total:	18,139.00
Signature	Print Name	Title	Date	



1160 Railroad St.
Corona, CA 92882
T: 800.862.3202
www.ad-s.com

Quote

Quote No: **46519-R2**
Date: **7/24/2019**
Expires: **9/22/2019**
Customer No.: **CITYBREA**
Page: **3 of 4**

GENERAL TERMS AND CONDITIONS

1. PRICE / QUOTE EXPIRATION:

The enclosed quote is valid for 60 days from the date of quote. An acceptance of this quote after the 60 days may be subject to revision to accommodate for such things as material price changes or production scheduling issues of the seller. All changes will be reflected in writing in either a revised quote or change order to the original quote.

1.1 PAYMENT TERMS

Payment Terms of this Agreement must be followed. In the event of delays, regardless if delays were caused by Buyer or not, Buyer and Seller agree that at Seller's option, the payment terms may be modified to Progress Payments Balance Net 30, and that monthly progress billings for Sign(s) installed, and or completed and stored ready for install, less any previously paid applicable deposits, will be submitted to Buyer for payment. For the purpose of determining applicable deposits paid, deposits received from Buyer are applied as a percentage to the line item Unit Price(s). In the event that the payment terms, whether original or modified by Seller due to delays, are not followed according to this agreement, the full balance of the contract will be payable prior to installation of Sign(s).

2.1 PERMITS AND LICENSES:

Seller shall obtain, as Buyer's agent, all original permits and licenses from public authorities for the installation of the Sign(s). Buyer shall obtain the necessary permits from the owner of the premises and others, exclusive of public authorities, whose permission is a requisite for the installation of the Sign(s), and shall be responsible that such permission shall not be revoked. Revocation of any permit required for installation and maintenance of the Sign(s) shall not relieve Buyer from the payment of all sums due in accordance with the terms of this agreement. In cases where Cities have special requirements such as lighting in attics, cat-walks, additional access doors, etc., Seller will provide such extras where possible as a change order to the original quote, or based on Seller's current Time & Material rates.

2.2 PERMIT FEES:

Seller shall obtain permits and licenses as required by authorities for Sign(s). The preparation costs of any additional documents including but not limited to Traffic Control Plans and Storm Water Pollution Prevention Plans, and costs for permits and licenses, plus a permit service fee of \$150.00 per hour, will be paid by Buyer to Seller. If city inspectors require that Seller be present at time of inspection of Sign(s), an additional Time & Material fee at Seller's current rates will be charged for the inspection and travel time.

3. ELECTRICAL CONNECTION:

Buyer shall provide electrical of suitable capacity (110 volts), to Sign location(s). Should electrical not be available at time of installation, Seller's current Time & Material rates will be charged if we are required to return to connect such Sign(s). Where this contract is for refurbishment of existing Sign(s), the contract price does not include electrical repairs. Electrical repairs include replacement of ballasts, transformers, lamps, neon units, sockets, switches, housings and wiring, as well as the labor charge will be billed at Seller's current Time & Material rates.

4. TITLE:

Ownership of Sign(s) shall remain with Seller until all payments are made, at which time Buyer shall be vested with full title to Sign(s). Neither the loss of, injury to, or destruction of Sign(s), nor institution of suit or procurement of judgment thereon, while in the possession of Buyer or its agents, shall operate as payment or as a transfer of title to Buyer.

5. PRODUCT DELIVERED TO SITE:

All Sign(s) delivered to site and either installed or staged shall be the responsibility of the Buyer. Seller shall not be held responsible for damages due to vandalism, accidental damage other than that caused by an employee of seller, theft, or acts of god. If installation is to take place over multiple days, buyer is required to provide a secure environment in which to stage Sign(s).

6. DEFAULT:

In the event of any breach by Buyer of any of the covenants and agreement herein contained, or if during the term of this agreement or any extension thereof, Buyer makes an assignment for the benefit of creditors, or if a receiver is appointed to take possession of the business of Buyer, or if action is taken to accomplish this end, or if Buyer sells or files, or there is filed on his or her behalf, notice of intention to sell in bulk, or transfer said business or a material part thereof, voluntarily or involuntarily, Seller at its option and without notice to Buyer may declare the entire unpaid balance of the purchase price herein immediately due and payable and as permitted by law (a) sue for same, or (b) Seller may without notice, demand or legal process immediately take possession of Sign(s) and (1) retain it and all payments in satisfaction of the balance or (2) sell it at either public or private sale and pay any surplus to Buyer after deducting all expenses of repairing, reconditioning or preparing the goods for sale. Retaking and sale of all or any part of the Sign(s) shall not operate to release Buyer from the obligation to pay in full all amounts herein agreed to, and if the amount realized on sale is less than the obligation due, Seller may hold Buyer for any resulting deficiency, including the cost of retaking and selling the Sign(s). Should Seller take possession of Sign(s), all rights of Buyer under this agreement shall immediately terminate and all payments theretofore made shall belong absolutely to Seller as compensation for the depreciation in value and for the use of Sign(s), and Buyer shall pay to Seller all installments then delinquent plus the cost of retaking Sign(s). In case Seller shall employ an attorney to recover display to collect any sum due under this agreement, Buyer promises to pay reasonable attorney's fees to be fixed by the court. All overdue payment shall bear interest at the rate of 18% per annum. Buyer expressly waives any and all rights to notice or hearing prior to removal, whether such removal shall be effected by Seller, its agents or representatives, or pursuant to legal process.

7. REMOVAL OF DISPLAY:

Sign(s) shall at all times be deemed personal property, and shall not by reason of attachment or connection to any realty, become or be deemed a fixture or appurtenance to such realty, and shall at all times be severable therefrom, and shall be and retain at all times, the property of Seller, free of any claim or right of Buyer, except as set forth herein. Seller shall have the right to enter the premises to inspect, repair or remove Sign(s).

8. DELIVERY AND PERFORMANCE:

Seller shall commence the construction of Sign(s) and execute the work thereon with due diligence until completion. All obligations to be performed by Seller hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, including obtaining of permits, or other accidents, forces, conditions or circumstances beyond its control. Seller shall not be liable for any consequential damages as a result of late delivery/installation of Sign(s). In the event that Buyer decides to cancel or postpone installation of Sign(s), Buyer will immediately be responsible for the full contract price as well as storage costs.

Buyer Initial: _____



1160 Railroad St.
Corona, CA 92882
T: 800.862.3202
www.ad-s.com

Quote

Quote No: **46519-R2**
Date: **7/24/2019**
Expires: **9/22/2019**
Customer No.: **CITYBREA**
Page: **4 of 4**

GENERAL TERMS AND CONDITIONS - Continued

9. WAIVER OF BREACH:

Time and the punctual performance of each and all of the terms, provisions and agreements hereof are of the essence of this agreement, except as herein otherwise expressly provided; no waiver by either party hereto of the nonperformance or breach of any term, provisions, condition or agreement hereof or of any default hereunder shall be construed to be, or operate as, a waiver of any subsequent nonperformance, breach or default.

10. TERMS OF AGREEMENT:

All of the terms, provisions and agreements hereof shall be binding upon the successors, assigns or legal representatives of the respective parties hereto; provided, however, that the interest of Buyer herein shall be transferable only with the written consent of Seller.

11. SERVICE WIRING COST OF ELECTRICITY, REINFORCEMENT OF BUILDING, PHYSICAL CONDITIONS:

Buyer shall bring feed wires of 110 volts (unless otherwise specified) an approved type to the location of Sign(s) prior to time of installation, and shall pay for all electric energy used by Sign(s), and shall be responsible for the supply thereof. Unless specifically stated in writing to the contrary, Buyer shall provide all necessary reinforcements to the building on which Sign(s) are installed. Buyer shall pay for costs of relocating power lines, or other obstacles, to comply with laws of Federal, State or Municipal agencies.

Sign(s) requiring subsurface preparation (pole signs and monument signs): The price fixed herein is based on the assumption that installation will be in normal soil. In the event adverse soil conditions or underground obstructions are encountered, to include caliche, the parties agree to adjust the extra installation cost based on Seller's additional costs. Buyer shall determine position of Sign(s). In the case where below surface drilling and preparation for installation is required, Seller is excused from any responsibility for damage, which may be incurred in this preparation, and these responsibilities are transferred to the Buyer.

It is the Buyers' responsibility to prepare all freestanding Sign locations at level grade, unless a provision has been made by Seller to the contrary. Bermed locations requiring additional Sign foundation and/or concrete pad, leg or base extensions or modification, dirt or landscape material imported to the Sign location(s) will be at additional cost to the Buyer.

Letters to be mounted on exterior side of wall: Electrical system to be contained in transformer box with flex crossovers on interior of wall unless raceway is specified. Access for installation in front of and behind wall must be available at time of installation. Though wall installation is assumed to be on normal stucco, wood or soft brick facing, if unique circumstances inside wall are discovered by installer, Buyer, if available, will be notified. In any event, Buyer shall be billed for special labor on a Time & Material basis at Sellers current rates. In cases where core drilling is required, this is considered unusual circumstances and will be billed at Sellers current Time & Material rates.

In the event certified welding with on site special city (or county) inspection is required, this cost is additional and will be due upon completion of progressive work.

Landscape irrigation should be prepared or adjusted so water does not sprinkle or flood Sign(s). Continuous or regular sprinkling of these Sign(s) nullifies and will render void the warranty.

Sign(s) will be connected to an approved electrical sign circuit of adequate capacity, if available at time of installation, and within 5 unobstructed feet of Sign(s) location. In any event, installation shall be considered complete at time Sign(s) is/are tested. Should Seller be required to return to connect electrical not available at time of installation, Sellers current Time & Material rates will be billed for the time to connect the Sign(s).

All dimensions are close approximates and may vary due to existing conditions at job site.

12. WARRANTY:

Seller warrants that Sign(s) will be free from defects in materials (except as to lamps) or workmanship for a period THREE (3) MONTHS after delivery or installation. The foregoing warranties are exclusive and in lieu of all other warranties of merchantability, fitness for purpose and of any other type, whether express or implied.

13. INSPECTION:

Buyer shall inspect the Sign(s) immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation, the Sign(s) shall be deemed in all respects approved and satisfactory to Buyer.

14. LIEN RIGHTS:

It is agreed that Seller shall have the right to file a 20 day Preliminary notice to the owner and Lender on the project. At Sellers request the necessary information will be provided so that the proper notifications can be mailed to the relevant parties.

15. AGREEMENTS:

There are no understandings, agreements, warranties, or representations, either oral or written, expressed or implied, statutory or otherwise, including warranties or merchantability, quality of fitness, relative to this order that are not fully expressed herein, and no change or modification of this order shall be made unless agreed to in writing and signed by both parties.

16. GOVERNING LAW:

This Contract shall be governed by the laws of the State of California. The parties specifically and irrevocably agree, to submit any controversy or claim arising out of or relating to this Contract, or the breach thereof, to resolution by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (A.A.A.). A judgment upon any award rendered by the arbitrators shall be entered by a court having subject matter jurisdiction therein and all parties expressly waive any challenge to the use of arbitration in accordance with this Paragraph. The parties hereto agree that jurisdiction and venue for the hearing of the arbitration and the entry of judgment upon said arbitration award shall be in Riverside County, California. The arbitrators are directed to award the expenses of the arbitration, including required travel and other expenses of the arbitrators and any costs of the arbitrators' representatives, the costs and charges of the American Arbitration Association, all reasonable attorney's fees and costs, to the prevailing party in the arbitration. If the parties waive their rights to Arbitration, which waiver must be in writing and signed by the parties, they agree that any court of competent jurisdiction shall award the costs of the suit, including reasonable attorney's fees and expenses, to the prevailing party.

17. SEVERABILITY:

If any provision of this agreement is held by a court of competent jurisdiction to be illegal or null or void for any reason, the remaining portions of this agreement shall not be affected thereby and shall remain in force to the fullest extent permissible by law.

Buyer Initial: _____

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/20/2019

SUBJECT: Approve CO-OP Agreement with the City of Orange for Senate Bill 743
Implementation Study

RECOMMENDATION

Authorize the City Manager to execute the Cooperative Agreement with the City of Orange

BACKGROUND/DISCUSSION

In 2013, Senate Bill 743 (SB 743) was signed by the Governor which changed how transportation impacts are identified under the California Environmental Quality Act (CEQA). The legislative intent of SB 743 includes balancing the needs of congestion management with reducing greenhouse gasses and promoting active transportation. Subsequently, the Governor's Office of Planning and Research was directed to evaluate the effectiveness of various metrics for accomplishing SB 743's goals. Earlier this year, the SB 743 rule-making process culminated with the state modifying the CEQA guidelines.

The new CEQA guidelines require that by July 1, 2020, transportation impacts be measured using Vehicle Miles Traveled (VMT), a measure of accessibility, rather than Level of Service (LOS), a measure of congestion. While SB 743 requires VMT analysis be part of a project's environmental review moving forward, cities may still continue to implement their General Plan goals for congestion management, as long as they also comply with the revised CEQA guidelines. This would include the City retaining its ability to condition developers to fund or construct capacity-enhancing improvements.

While the new CEQA guidelines provide direction for SB 743 compliance, local agencies must still develop specific implementation methodologies that are legally defensible and consistent with local development goals. To develop these complex methodologies, it requires specialized engineering, environmental, and legal expertise to assist with SB 743 implementation.

Recently, the City of Orange approached the City of Brea and other North Orange County cities to see if there was interest in participating on an area-wide SB 743 implementation project. In order to complete this project by the July 1, 2020 deadline, the goal was finalize the list of participating cities and select one consulting firm to prepare the SB 743 implementation project. As a result, the following seven North Orange County cities have agreed to participate:

1. Orange
2. Brea
3. Buena Park

4. Fullerton
5. La Habra
6. Placentia
7. Yorba Linda

The City of Orange has agreed to be the lead agency in this effort, which includes procuring and administering the Master Consultant Contract. The City of Orange released the Request For Proposal (RFP) and received four responses. All firms that submitted proposals demonstrated varying degrees of experience with SB 743 projects.

A five-member selection committee was assembled, comprised of three City of Orange staff members and two representatives from the participating cities. Each committee member individually evaluated the consultants' proposals based the following criteria:

- Project understanding
- Experience
- Personnel
- Proposal clarity
- Approach
- Technical ability
- Cost

The committee determined that Fehr & Peers had significantly more experience in SB 743 implementation projects than the other three firms. Fehr & Peers' proposal also provided resumes of highly qualified staff with expertise in the subject matter that would work on the project. As a result, Fehr & Peers' was selected as the most qualified consultant to perform the work as outlined in the attached proposal.

While the City of Orange would enter into and administer the master agreement with Fehr & Peers, the City of Brea and the other five agencies would reimburse the City of Orange for their fair shares of the project costs in accordance with a mutually agreed formula (50 percent evenly divided and 50 percent population based). Of the \$149,395 contract value, Brea's fair share is \$16,261.77. To put our fair share in perspective, the estimated cost of completing the same work independently is over \$60,000. With the economies of scale, the City of Brea realized savings of over \$30,000.

Under the terms of a Cooperative Agreement, the City of Brea and the other cities will reimburse the City of Orange through monthly invoices. Each of the other cities has agreed to sign the Cooperative Agreement. Staff recommends approving the proposed Cooperative Agreement.

FISCAL IMPACT/SUMMARY

The City of Brea's fair share contribution is \$16,261.77 for the commitment of the Cooperative Agreement with the City of Orange. There are sufficient funds available in the department budget to cover the cost. Under the terms of a Cooperative Agreement, the City of Brea will reimburse the City of Orange through monthly invoices.

With SB 743 in place and with a mandated date of July 1, 2020 to have new CEQA guidelines adopted by each local agency, surrounding Cities have formed a coalition to have a joint study

completed. The coalition reduces each agency's cost to for the SB 743 study implementation. Through the economies of scale, the City of Brea has realized significant savings and can meet the mandated date for the new guidelines to be in place. Staff recommends approving the proposed Cooperative Agreement.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Michael Ho, P.E., Dep. Dir. PW/City Engineer
Concurrence: Tony Olmos, P.E., Director of Public Works

Attachments

COOP

**COOPERATIVE AGREEMENT
BETWEEN THE CITY OF ORANGE AND THE CITIES OF
BREA, BUENA PARK, FULLERTON, LA HABRA, PLACENTIA AND YORBA LINDA
FOR
SB 743 IMPLEMENTATION STUDY AND COMPLIANCE SERVICES**

This **COOPERATIVE AGREEMENT** ("Cooperative Agreement") is made and entered into this _____ day of _____ 2019, by and between the CITY OF ORANGE and the CITIES OF BREA, BUENA PARK, FULLERTON, LA HABRA, PLACENTIA AND YORBA LINDA ("Party" or "Parties"), all municipal corporations in the State of California (the "Parties").

RECITALS

A. Senate Bill 743 ("SB 743") was signed by the Governor in 2013 with the intent to "more appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions."

B. SB 743 required the Governor's Office of Planning and Research ("OPR") to specify new metrics for identifying and mitigating transportation impacts within the California Environmental Quality Act ("CEQA"). For land use projects, OPR identified Vehicle Miles Traveled ("VMT") as the new metrics for transportation analysis, replacing the current metric of Level-of-Service ("LOS").

C. The California Natural Resources Agency adopted regulatory changes to CEQA in 2018 that include Guidelines for implementing SB 743, and such Guidelines will apply statewide beginning in July 2020.

D. CEQA lead agencies, including the Parties, will be required to include analysis and mitigation of VMT impacts in CEQA documentation for land development projects and potentially some roadway projects beginning in July 2020. Project applicants will therefore have to be informed of the Parties' new VMT metrics prior to July 2020 so that the new metrics can be incorporated in project applications.

E. Because a more regional approach to SB 743 implementation could be beneficial to all the local jurisdictions in Northern Orange County, the Parties have determined that retaining one consultant to work with similarly-situated cities in Northern Orange County is the most cost-effective and time-efficient approach to complying with SB 743 requirements. The consultant will provide for a region-wide framework for SB 743 implementation, tailored to the needs of each individual jurisdiction.

F. The Parties wish to collaborate on retaining the services of a qualified professional consulting firm to evaluate the requirements of SB 743 and determine the VMT metrics that will comply with the SB 743 Guidelines for each Party (the "Project").

G. The City of Orange ("Orange") has agreed to take the lead in soliciting proposals from qualified professional consulting firms, contracting with the firm chosen as provided herein, and serving as the Project Manager for general matters involving the consultant agreement (the "Project Agreement").

H. Orange has selected a consultant for the Project ("Project Consultant") based on the bids received. The Parties have reviewed the bid and agree with the work to be performed as well as the Project Consultant's estimated costs therefor. The bid is attached as Exhibit "A" and incorporated herein by reference.

I. Each Party agrees that Orange shall take the lead in managing the Project Consultant and that each Party shall reimburse Orange directly for that portion of the Project Agreement attributable to its jurisdiction, according to the provisions set forth herein.

J. Each Party has authorized sufficient funds in its budget to cover the costs of the Project attributable to its respective jurisdiction.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and conditions contained herein, and to accomplish the intent of the Parties, the Parties agree as follows:

1. Recitals. The Recitals to this Cooperative Agreement are true and correct and are incorporated herein.

2. Cooperation. The Parties agree to cooperate and coordinate their efforts to the extent practicable in the performance of the work required for the Project.

3. Designated Personnel. Each Party shall designate and authorize a responsible individual to act on its behalf as the Project lead for the Party and to perform any administrative tasks needed as part of this Cooperative Agreement.

4. Term. This Cooperative Agreement shall commence upon its execution by all of the Parties and shall continue in full force and effect until completion of the Scope of Work by Project Consultant, unless terminated earlier as provided herein. The term of this Cooperative Agreement may be extended by mutual written agreement of the Parties. Time is of the essence in the execution and performance of this Cooperative Agreement.

5. Payment Obligations.

A. Orange shall be solely responsible for the cost of the bid preparation and all costs associated with Project management.

B. Orange shall pay the Project Consultant directly for the total amounts invoiced and shall be reimbursed by each Party as provided below.

C. Each Party shall pay for its share of the Project costs as follows:

1) Fifty percent (50%) of each invoice from the Project Consultant shall be divided equally among the Parties.

2) Fifty percent (50%) of each invoice shall be billed to each Party based on its proportionate share of the total population of the Parties, as provided in Exhibit "B," attached hereto and incorporated herein.

3) If a Party withdraws or is terminated from this Cooperative Agreement, the cost allocation in Exhibit "B" shall be revised and the remaining invoices shall be billed to each remaining Party as provided in Sections 5.B and 5.C, according to the number of remaining Parties.

D. Each Party shall pay Orange directly for its share of the Project costs, upon invoice by Orange and statement of work completed. Invoices shall be paid to Orange within thirty (30) days of receipt.

E. In the event of a dispute over any invoice, the disputing Party shall work cooperatively with Orange and the Project Consultant, as appropriate, to resolve such dispute.

6. Orange Obligations. As Project Manager, Orange shall:

A. Monitor the performance and cost of Project Consultant's effort and provide comments and direction to the Parties regarding Project Consultant's performance of the Project.

B. Serve as the point of contact for all Parties and the Project Consultant.

C. Manage the meetings and communications for the Project with the Project Consultant.

D. Promptly review Project Consultant's invoices, consult with Parties regarding work performed, and pay Project Consultant after invoice approval.

E. Promptly invoice Parties with their fixed and proportionate cost allocation.

F. Require the Project Consultant to obtain general or commercial, automobile, workers' compensation and professional liability insurance in an amount

determined by Orange and naming each Party as an additional insured with waivers of subrogation, as appropriate.

G. Deliverables. Except as provided in Section 12.D herein, each Party shall receive the Project Consultant Work Product as provided in the Project Consultant Agreement, attached as Exhibit "A."

7. Indemnification and Hold Harmless.

A. No Party is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by any other Party under or in connection with any work, authority or obligations delegated to the other Party under this Cooperative Agreement.

B. Pursuant to Government Code Section 895.4, a Party shall fully defend, indemnify, save and hold harmless any other Party, its elected officials, officers, directors, agents and employees, from all claims, injuries, liabilities, actions, damages, losses or expenses, of every type and description, to the extent occurring by reason of or arising out of any act or omission by the indemnifying Party or its employees, representatives, agents and independent contractors in connection with the implementation of actions described in this Cooperative Agreement. Such indemnification applies to active as well as passive negligence but does not apply to sole negligence or willful misconduct by the other Party.

C. Orange makes no guarantees or warranties regarding the Project work product prepared by Project Consultant including its compliance with the requirements of CEQA or its suitability for use in connection with any particular project subject to CEQA. Orange shall have no liability to any other Party for the acts or omissions of Project Consultant.

7. Assignment. This Cooperative Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment of a Party's interest in this Cooperative Agreement shall be made without the written consent of the other Parties.

8. Entirety & Amendments. This Cooperative Agreement, including Exhibits "A" and "B," contains the entire agreement among the Parties with respect to the matters provided for herein. No alteration or variation of the terms of this Cooperative Agreement shall be valid unless made in writing and signed by all Parties, and no oral understanding or agreement not incorporated herein shall be binding on any Party.

9. Amendment of Project Agreement. The Parties shall work cooperatively to effect any necessary amendment to the Project Agreement and shall authorize Orange to execute any such amendment. If an amendment to the Project Agreement is desired by one particular Party and of no benefit to the Parties as a whole, Exhibit "B" to this

Cooperative Agreement shall be amended to identify the additional cost to the requesting Party. In such case, the requesting Party shall agree in writing to bear 100% of the increased cost.

10. Severability. If any part of this Cooperative Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Cooperative Agreement shall be given effect to the fullest extent reasonably possible.

11. Notices. Notices or other communications which may be required or provided under the terms of this Cooperative Agreement shall be given as follows:

CITY OF ORANGE

Public Works Department
300 E. Chapman Ave.
Orange, CA 92866
Attn: City Traffic Engineer

CITY OF FULLERTON

Public Works Department
303 W. Commonwealth Avenue
Fullerton, CA 92832
Attn: Meg McWade

CITY OF BREA

Public Works Department
1 Civic Center Circle
Brea, CA 92821
Attn: Public Works Director

CITY OF LA HABRA

ENGINEERING
PUBLIC WORKS DEPARTMENT
110 E. La Habra Blvd.
La Habra, CA 90631
Attn: Traffic Manager

CITY OF BUENA PARK

Buena Park City Hall
Public Work Department
6650 Beach Blvd.
P.O. Box 5009
Buena Park, CA 90622
Attn: Principal Engineer

CITY OF PLACENTIA

Public Works Department
401 E. Chapman Ave.
Placentia, CA 92870
Attn: Director of Public Works

CITY OF YORBA LINDA

Public Works Department
4845 Casa Loma Avenue
Yorba Linda, CA 92886
Attn: Traffic Engineering Manager

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business hours, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Cooperative Agreement, addressed in any other fashion shall be deemed not given.

12. Termination.

A. All Parties. This Cooperative Agreement may be terminated at any time by the written agreement of all Parties.

B. Default. In the event any Party defaults in the performance of any of its obligations under this Cooperative Agreement or materially breaches any of its provisions, the breaching Party shall have an opportunity to cure such default within thirty (30) days after notice by one or more non-breaching Parties. If the breach is not cured, participation in this Cooperative Agreement by the breaching Party shall be terminated and it shall pay its share of all accrued costs incurred up to the date of termination. The breaching Party shall not be entitled to reimbursement for any sums already paid.

C. Voluntary Withdrawal. In the event any Party voluntarily withdraws from participation in this Cooperative Agreement, it shall pay its share of all accrued costs incurred up to the date of withdrawal and shall not be entitled to reimbursement for any sums already paid. The withdrawing Party's obligations under this Cooperative Agreement shall terminate upon payment of accrued costs.

D. Project Consultant Work Product. No Party that is terminated or voluntarily withdraws from this Cooperative Agreement shall be entitled to any Project Consultant work produced after the date of termination or withdrawal.

13. Consent to Breach Not Waiver. No term or provision of this Cooperative Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by each non-breaching Party. Any consent by the Parties to, or waiver of, a breach by another Party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

14. Governing Law and Venue. This Cooperative Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

15. Counterparts. This Cooperative Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each Party has caused this Cooperative Agreement to be executed by its duly authorized representative.

[Remainder of page intentionally left blank; signatures on following pages]

CITY OF ORANGE

Date: _____

Rick Otto, City Manager

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning, Sr. Asst. City Atty

CITY OF BUENA PARK

Date: _____

James M. Vanderpool, City Manager

ATTEST:

Adria M. Jimenez, City Clerk

APPROVED AS TO FORM:

Christopher G. Cardinale, City Attorney

CITY OF BREA

Date: _____

Bill Gallardo, City Manager

ATTEST:

Lillian Harris-Neal, City Clerk

APPROVED AS TO FORM:

Terence Boga, City Attorney

CITY OF FULLERTON

Date: _____

Kenneth A. Domer, City Manager

ATTEST:

Lucinda Williams, City Clerk

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

CITY OF LA HABRA

Date: _____

Jim Sadro, City Manager

ATTEST:

Laurie Swindell, CMC, City Clerk

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

CITY OF YORBA LINDA

Date: _____

Mark Pulone, City Manager

ATTEST:

Marcia Brown, City Clerk

APPROVED AS TO FORM:

Todd O. Litfin, City Attorney

CITY OF PLACENTIA

Date: _____

Damian Arrula, City Administrator

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT "A"

PROPOSAL

[Behind this sheet]



City of Orange

Proposal for SB 743 Implementation

July 11, 2019

SUBMITTED TO:

City of Orange
Public Works Department,
Traffic Division
300 E. Chapman Avenue
Orange, CA 92866

SUBMITTED BY:

FEHR & PEERS

101 Pacifica, Suite 300
Irvine, CA 92618



July 11, 2019

Mr. Larry Tay, Manager of Transportation Services/City Traffic Engineer,
City of Orange, Public Works Department

RE: Request for Proposal for North County Cities SB 743 Implementation

Dear Mr. Tay,

Fehr & Peers offers our advanced research into SB 743 implementation as part of this effort along with the lessons learned from both regional implementation studies and local guidelines development. We have data and materials prepared related to VMT methodology options, VMT thresholds, and the latest information regarding VMT mitigation. Much of this information is shared on our SB 743 website QR code below.

We have also anticipated the critical questions that the Cities and its stakeholders will have, and we are knowledgeable on relevant plans and policies already in place in North Orange County (such as the potential challenges the MPAH and CMP have with SB 743 implementation).

As a final advantage, we also specialize in custom tool building with a variety of existing tools that perform trip generation and VMT estimates. Our latest example is GIS-based VMT screening tool developed for WRCOG to implement SB 743 (<http://gis.fehrandpeers.com/WRCOGVMT/>). Our research, knowledge, and experience will support the Cities in a successful CEQA Transportation Impact Thresholds Update.

We look forward to your selection process and the potential to create an outcome whose benefits extend throughout Cities and beyond.

Sincerely,

Jason Pack, PE
Principal
101 Pacifica, Suite 300
Irvine, CA 92618
Tel: (949) 308-6312
Email: j.pack@fehrandpeers.com



*Link to Fehr & Peers'
SB 743 website*



IN THIS PROPOSAL

A

PROJECT TEAM

B

**EXPERIENCE,
REFERENCE, AND
PERFORMANCE RECORD**

C

TECHNICAL PROPOSAL

FEHR & PEERS Senate Bill 743 Implementation

Fehr & Peers is leading SB 743 implementation projects throughout California with a wide range of state, regional, and local governments:

7

Completed
Projects

Covering 28
Jurisdictions

5

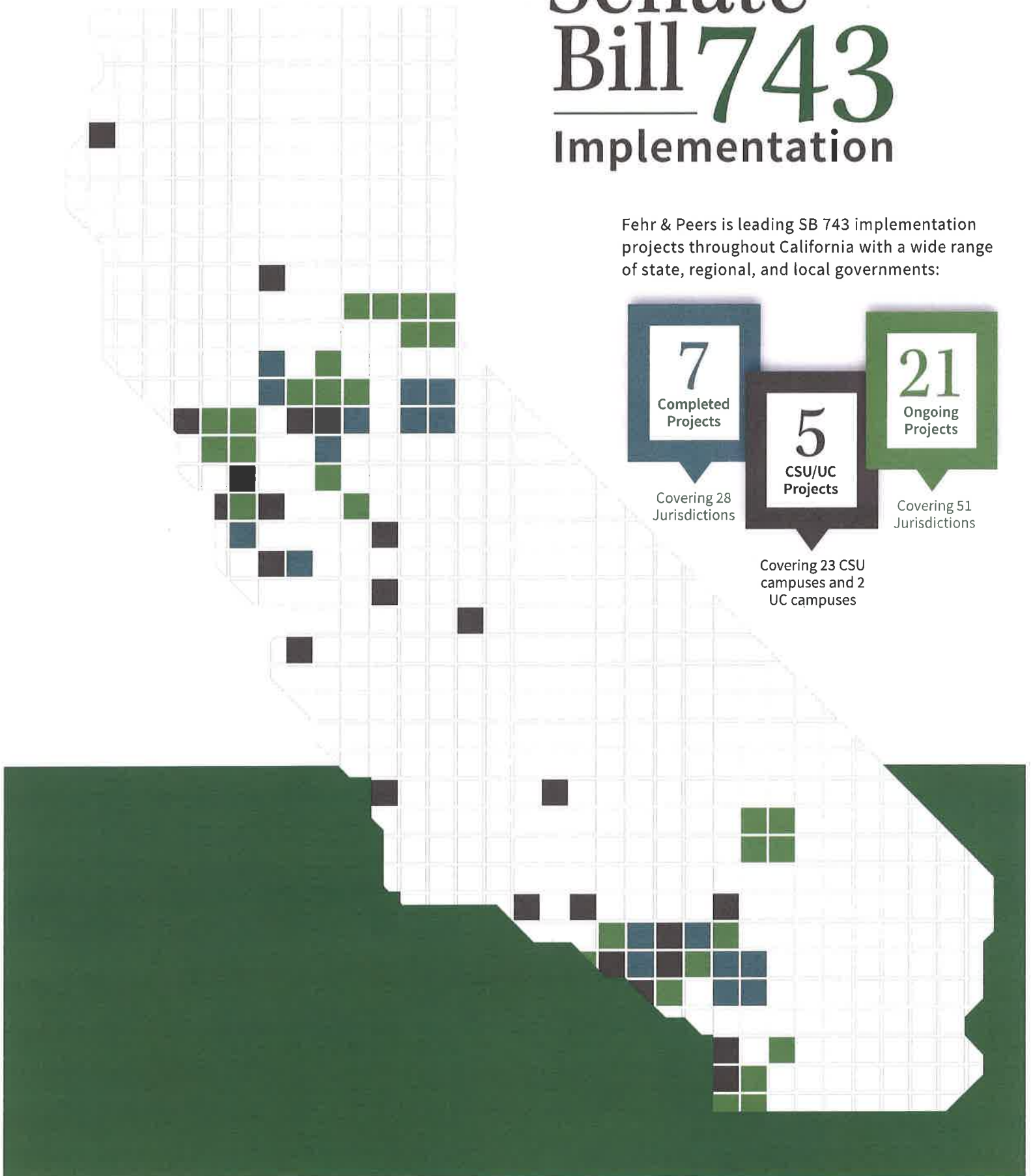
CSU/UC
Projects

Covering 23 CSU
campuses and 2
UC campuses

21

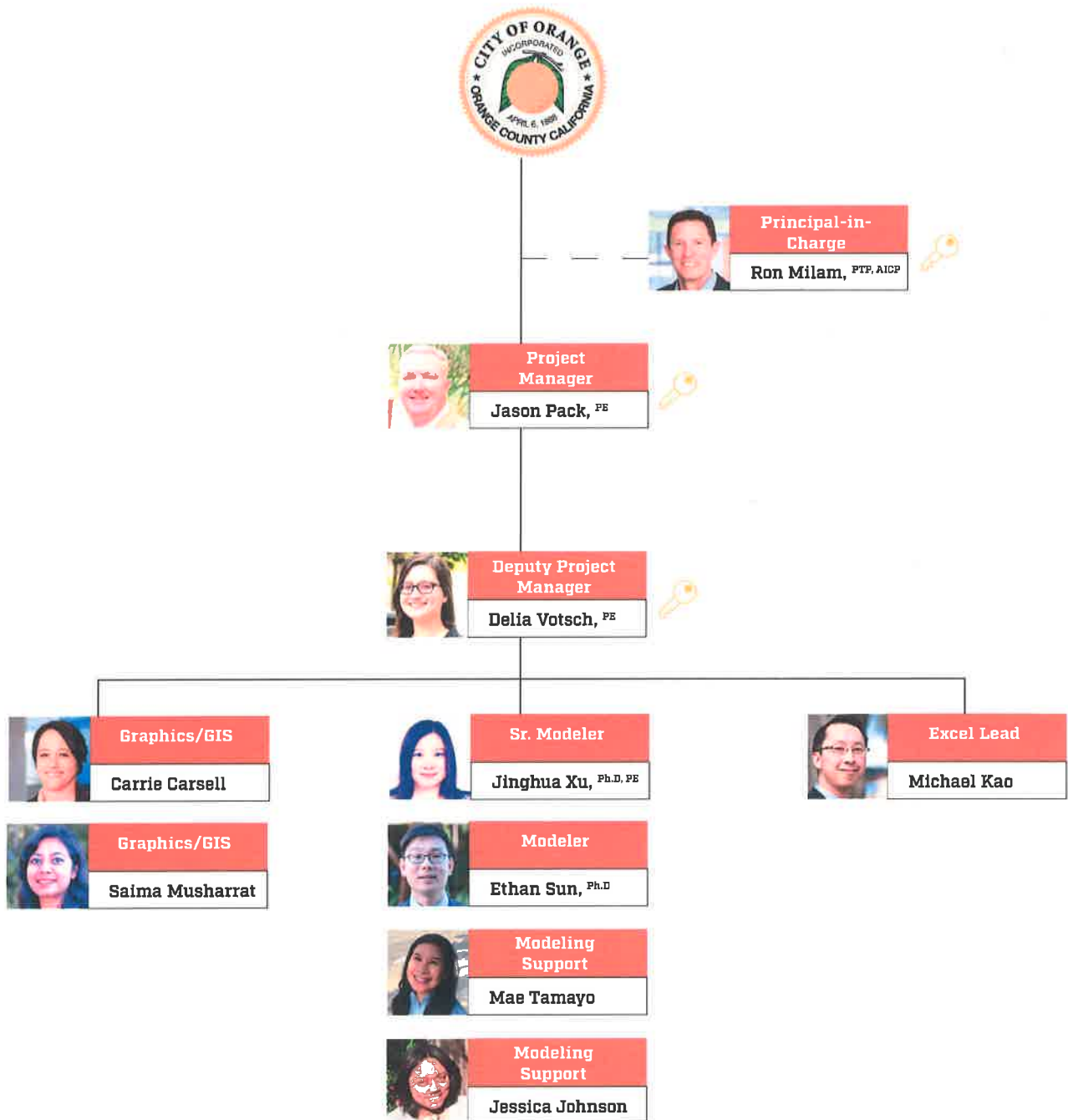
Ongoing
Projects

Covering 51
Jurisdictions



A. Project Team

We have attached the resumes of our key personnel [📎] at the end of this submittal. We are fully committed to successfully delivering this project.



B. Experience, Reference, and Performance Record

The following describes projects with references that are relevant to this effort.

WRCOG SB 743 Implementation Pathway

Fehr & Peers created a strategy and tools for WRCOG and local jurisdictions to implement SB 743 in Western Riverside County. We evaluated existing travel demand models, developed baseline VMT data, developed a series of VMT estimation methodologies and thresholds, and identified priority mitigation measures. We developed a tool to determine the options for VMT analysis and requirements depending on the project characteristics. We developed a series of case studies that applied the developed tool, methodologies, and thresholds.

Website: <http://www.fehrandpeers.com/wrcog-sb743/>

Screening tool link: <http://gis.fehrandpeers.com/wrcogvmt/>

Contact: Chris Gray, Director of Transportation | Western Riverside Council of Governments
| 3390 University Ave, Suite 450 | cgray@wrcog.us | (951) 955-8304

SBCTA SB 743 Countywide VMT SB 743 Implementation

Fehr & Peers is currently preparing strategies and tools for SBCTA and local jurisdictions to implement SB 743 in San Bernardino County. We have evaluated the travel demand models, developed baseline VMT data, and are currently evaluating potential thresholds and mitigation measures and programs. We will develop a GIS-based mapping tool that will enable users to identify “low VMT-generating areas”. We will also prepare draft significance criteria and identify up to 12 projects throughout the County to “test” through the significance criteria.

Contact: Steven Smith, Director of Planning | San Bernardino County Transportation Authority|
ssmith@gosbcta.com | (909) 884-8276

California State University (CSU) SB 743 Guidelines

Fehr & Peers conducted an update to the CSU Transportation Manual related to SB 743. This included identifying a preferred methodology for calculating VMT and thresholds for transportation impacts related to VMT. We also provided potential mitigation measures for VMT impacts and provided assistance and training to CSU staff in implementing the new Guidelines through the revised manual.

Contact: Steven Lohr, Chief, Land Use Planning and Environmental Review | California State University
| 401 Golden Shore, Long Beach CA 90802 | slohr@calstate.edu | (562) 951-4120

County of San Bernardino Transportation Impact Study Guidelines

As part of our work on the County of San Bernardino General Plan Update, Fehr & Peers prepared an update to the County of San Bernardino Transportation Impact Study Guidelines to address SB 743. We provided recommendations related to VMT assessment, thresholds of significance, and methodology for identifying VMT related impacts. We also refined the County's existing TIS guidelines to reflect state of the practice methodologies for identifying project impacts.

Contact: Jerry L. Blum, Countywide Plan Coordinator | County of San Bernardino | 385 N. Arrowhead Avenue, 1st Floor San Bernardino, California 92415 | jerry.blum@lus.sbcounty.gov | (909) 387-4422

City of Santa Ana SB 743

Fehr & Peers guided the City of Santa Ana through the process of updating and adopting the City's Traffic Impact Study Guidelines consistent with requirements of SB 743. Fehr & Peers made VMT estimates for the entire Orange County region in support of the recommended thresholds of significance, including screening maps to facilitate City processing of projects. Fehr & Peers also provided a guidance document with sample projects to assist the City with implementation.

Contact: Zdenek "Zed" Kekula, Senior Civil Engineer | City of Santa Ana | 20 Civic Center Plaza Santa Ana, CA 92702 | Z.kekula@santa-ana.org | (714) 647-5606

City of Corona Traffic Study Guidelines

Fehr & Peers advised the City of Corona on best practices related to SB 743 and contributed to policy development as part of our work on the City of Corona General Plan Update. We have completed the traffic study for the EIR and updated the traffic study guidelines for the City, which addressed both thresholds and methodology related to VMT assessment.

Contact: Dennis Ralls, Public Works Program Manager | City of Corona | 400 S. Vicentia Ave., Ste. 210, Corona, CA 92882 | Dennis.Ralls@CoronaCA.gov | (951) 279-3664

C. Technical Proposal

The scope presented in the RFP was very similar to studies we have recently completed throughout Southern California. Therefore, we have summarized the key project requirements below with minor added details since the Project Requirements in the RFP were comprehensive.

Deliverables are identified for each task noted below. We understand that the technical deliverables will be reviewed by the City of Orange Project Manager and then distributed to the North County Cities for review and comment. Our scope and fee assume that the City of Orange will compile comments and consolidate the comments into a form that can be transmitted to Fehr & Peers for final editing and that each key deliverable will be packaged up for inclusion into the final deliverable in Task 6.

Task 1: Project Management

Task 1.1: Project Kick-off Meeting

The Project Team will include representatives from the Cities of Orange, Fullerton, Brea, Placentia, La Habra, Buena Park, and Yorba Linda (North County Cities). Fehr & Peers will conduct a kick-off meeting with the North County Cities covering a variety of topics:

- Overview of the scope for the Project
- An overview of VMT and SB 743
- Project vs. Cumulative impacts
- Project-generated VMT vs. project's effect on VMT
- Relationship of VMT analysis to traditional Level of Service (LOS) analysis
- VMT relationship to fuel consumption, emissions, safety, and active transportation
- Concepts for thresholds of significance and mitigation of VMT impacts under CEQA
- Actions local jurisdictions may need to consider when implementing the requirements of SB 743
- Study products – countywide and city-specific elements

We will also discuss and outline the key questions that will need to be addressed as part of this effort:

- What methodology is preferred for estimating and forecasting VMT?
- What are the appropriate VMT thresholds for land use projects?
- Are VMT thresholds desired for transportation projects?
- What VMT reduction strategies are considered feasible for mitigation purposes?

Fehr & Peers will review relevant and available documents prior to the kick-off meeting consisting of the most recent OPR guidance on SB 743 and will provide initial comments on how to incorporate the results of this effort into a new transportation impact analysis (TIA) guidelines document for consideration by the North County Cities.

Additionally, we will discuss communications protocol, invoicing requirements, and other key items to ensure the project is initiated correctly.

Deliverables

- **Kickoff Meeting documentation and action items**

Task 1.2: Project Team Coordination

In addition to the kick-off meeting, Fehr & Peers will participate in six monthly meetings with staff and/or stakeholders. Notes on action items and project decisions shall be documented and provided to the City of Orange Project Manager within two weeks of the meeting. Agendas will be prepared by mutual agreement between Fehr & Peers and City of Orange Project Manager and distributed by the City of Orange. Meeting arrangements will also be made by the City of Orange.

Deliverables

- **Monthly meeting documentation and action items**

Task 1.3: Invoicing and Contracts

Fehr & Peers will submit monthly invoices accompanied by a report of progress. Original invoices will be provided to the City of Orange Contract Manager, with copies to the City of Orange Project Manager. Written communications on contract matters will be directed to the City Contract Manager, with copies to the City Project Manager.

Fehr & Peers will submit an initial draft invoice to the City for review prior to finalizing. This will ensure that the invoice meets the City's invoicing requirements.

Deliverables

- **Monthly invoicing and progress reports**

TASK 2: EVALUATE VMT METHODOLOGIES AND TOOLS

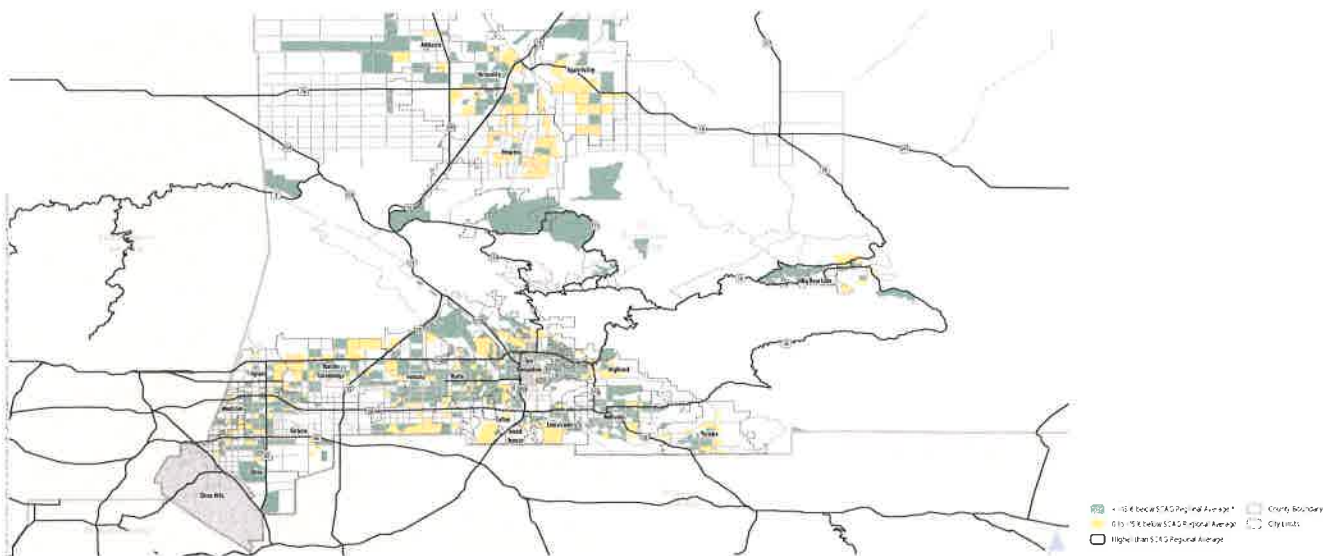
Task 2

The initial step will be to review available tools for estimating VMT in the County. This will include sketch planning tools and available regional travel demand forecasting models (e.g. OCTAM and the SCAG model). Fehr & Peers will also evaluate the SB 743 requirements that limit which models or tools are potentially acceptable for VMT analysis and how this would apply to the available tools.

Based on this review, Fehr & Peers will recommend a specific methodology that should be applied to estimate and forecast VMT. Since VMT is a function of the number of trips associated with a project and the distance those trips travel, the methodology will reflect recommendations on how to identify and estimate both of those parameters. In addition, the The Office of Planning and Research (OPR) Technical Advisory recommends analyzing the short-term and long-term effects of a project on VMT. Hence, separate methodologies will be recommended for analyzing the project's effect on VMT under baseline and cumulative conditions.

Baseline VMT data will be developed for VMT per service population at the origin-destination level and/or VMT per person by trip purpose at the production-attraction level. The OPR Technical Advisory (December 2018) recommends isolating trips by trip purpose (e.g. for employment uses, only focus on the passenger car commute trip), which would require VMT to be calculated at the production-attraction level. However, there are limitations in how travel demand models produce the production-attraction estimates as they typically exclude trips that originate from outside the model area. Therefore, both the production-attraction and origin-destination methods will be used to develop VMT estimates. Fehr & Peers will discuss the benefits and detriments of each VMT normalization approach with the stakeholders prior to identifying a recommended approach and consider the balance between simplicity and robustness of the estimates.

Fehr & Peers has recently completed baseline VMT maps for Western Riverside and San Bernardino counties, measured at the origin-destination level and production-attraction level. The baseline data produced for the North County Cities will be mapped onto figures, as shown in the sample of the maps produced for San Bernardino County below.



Deliverables

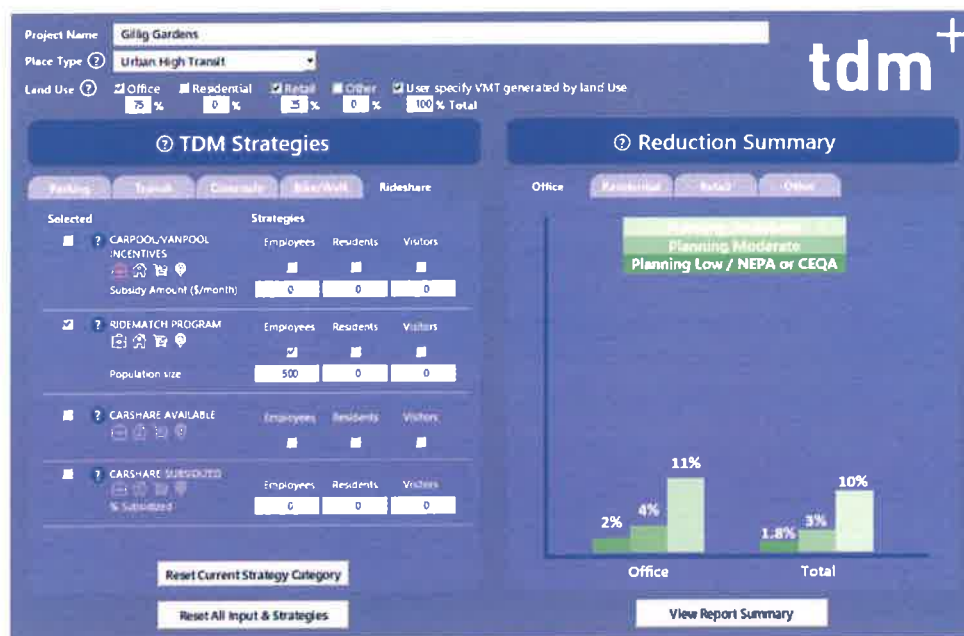
- **Memorandum on Baseline VMT Methodology and Data**
- **Memorandum on Tools Assessment**

TASK 3: VMT THRESHOLDS AND MITIGATION MEASURES

Task 3

Fehr & Peers will utilize the methodology above, the OPR guidance document (which addresses Project impact thresholds), and recommendations related to Cumulative thresholds to develop a draft set of significance criteria to be considered by each city. The significance criteria will address both land use and roadway expansion projects. This will largely tie from our work on establishing alternative VMT thresholds (e.g. VMT thresholds that differ from the OPR Technical advisory) completed for other jurisdictions throughout California.

Fehr & Peers specializes in quantifying the effectiveness of Transportation Demand Management (TDM) strategies for reducing VMT and trip generation. TDM+ is an outcome of Fehr & Peers' technical initiative to develop quick-response tools that leverage our experience to meet client needs. Our TDM+ tool quantifies TDM effects in less time and for a more refined geographic scale than other available models and can address TDM questions from a single development site up to a business campus or neighborhood. TDM+ grew out of our technical analysis of greenhouse gas (GHG) mitigation measures for the California Air Resource Board Zero Carbon Buildings Study, and prior work for the California Air Pollution Control Officers Association (CAPCOA) and the Bay Area Air Quality Management District (BAAQMD).



Fehr & Peers will identify appropriate mitigation measures and methodologies to quantify VMT reductions associated with implementation of those mitigation measures. This will include extensive use of the CAPCOA Best Practices Manual (for reducing VMT) and any other local/regional program to reduce VMT. Based on outputs from TDM+, CAPCOA or other sources, Fehr & Peers will identify ranges of effectiveness for the mitigation measures appropriate to North Orange County, including transit, active transportation, and other trip/travel reduction strategies.

Deliverables

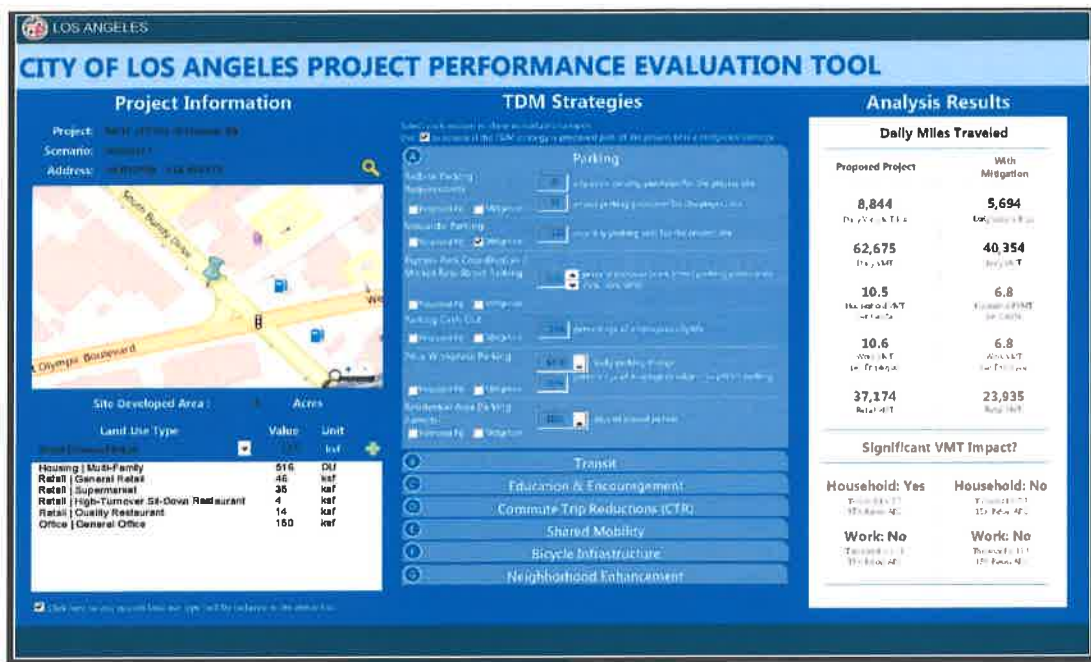
- **Memorandum on Threshold Assessment and Significance Criteria**
- **Memorandum on Mitigation Strategies and Programs**
- **Memorandum on TDM Strategies and Potential Effectiveness**

TASK 4: VMT EVALUATION TOOL

Task 4

Fehr & Peers will develop an interactive spreadsheet tool that will enable users to assess VMT project-specific impacts and VMT reduction measures based on land use type and other development-based factors.

Fehr & Peers has created interactive spreadsheets that measure project-specific VMT in the cities of Los Angeles and San Jose. The Los Angeles example is below. Please note our budget includes a total of \$18,330 to develop a similar tool and includes approximately 96 hours of staff time.



Deliverables

- Interactive Spreadsheet

TASK 5: TEST SIGNIFICANCE CRITERIA

Task 5

As part of this Task, Fehr & Peers will work with the stakeholders to identify up to eight projects throughout the North County Cities to “test” through the significance criteria. The projects should vary in location, size, and project type. Each project will be screened through the interactive spreadsheet tool, and, if appropriate, VMT will be calculated using the tool and methodology identified by the North County Cities as the recommended approach in Task 2. Once baseline and future VMT have been calculated, Fehr & Peers will determine how each project performs relative to the draft significance criteria. Potential mitigation measures and realistic assessments of effectiveness in VMT reduction will be also be identified for each project.

Deliverables

- Memorandum on Sample Projects

TASK 6: UPDATE TIA GUIDELINES

Task 6

Fehr & Peers will update the Traffic Impact Analysis Guidelines for each city to include VMT analysis and thresholds. This will include an evaluation of any recommended changes to the current LOS-based guidelines.

The Guidelines will clearly identify the methodologies, procedures, and criteria that can be consistently applied across the North County Cities as well as those where variations may be needed at the jurisdiction-level or sub-regional level. The Guidelines will lay out steps jurisdictions should consider for local implementation. Fehr & Peers will submit the draft Guidelines to each City and the stakeholders for review. We have budgeted a total of 28 staff hours (four hours per City) to respond to comments received and resubmit as final.

Deliverables

- **Updated Traffic Impact Analysis Guidelines**

TASK 7: PUBLIC MEETINGS

Task 7

Fehr & Peers will attend and participate in one public meeting for each of the seven agencies. This will include attending, presenting, and responding to questions at either a City Council, Commissions, Committee, or other public meeting or hearing.

Deliverables

- **Attend Public Meetings**

SCHEDULE

Below is the project schedule showing the tasks, project milestones, and completion time for accomplishing the required tasks outlined in the proposal.

	MONTH					
	1	2	3	4	5	6
TASK 1: PROJECT MANAGEMENT						
1.1 Kick-Off Meeting						
1.2 Project Team Coordination						
1.3 Invoicing and Contracts						
TASK 2: EVALUATE VMT METHODOLOGIES AND TOOLS						
2.1 Baseline VMT Methodology and Data						
2.2 Tools Assessment						
TASK 3: VMT THRESHOLDS AND MITIGATION MEASURES						
3.1 Threshold Assessment and Significance Criteria						
3.2 Mitigation Strategies and Programs						
3.3 TDM Strategies and Potential Effectiveness						
TASK 4: VMT EVALUTATION TOOL						
4.1 Interactive Spreadsheet						
TASK 5: TEST SIGNIFICANCE CRITERIA						
5.1 Sample Projects						
TASK 6: UPDATE TIA GUIDELINES						
6.1 Draft Guidelines						
6.2 Response to Comments						
6.3 Final Guidelines						
TASK 7: MEETINGS						
7.1 Public Meetings						

RESUME

Ron Milam, PTP, AICP

Principal-in-Charge



Ron Milam, AICP, PTP is the director of evolving the status quo at Fehr & Peers and leads the company's research and development. He is actively involved in a wide variety of project work but also finds time to teach transportation planning and introductory and advanced SB 743 courses for UC Berkeley and UC Davis. Ron has an extensive background in travel demand model development and applications, transportation impact fee programs, traffic operations analysis, micro-simulation modeling, and transportation impact studies involving NEPA and CEQA. He has also published papers on a wide variety of transportation planning and traffic engineering topics and received recognition for his work that includes the Institute of Transportation Engineer's (ITE) National Past President's Award and best paper honors at the Transportation Research Board (TRB) Conference on Planning Applications. He is currently focused on the use of big data in transportation planning and new performance measures such as VMT.

SB 743 Implementation

- Assessment of Vehicle Miles Traveled (VMT) Metric for Use in Senate Bill 743 Implementation, OPR
- City of Pasadena General Plan Update and New Performance Metrics
- City of Palo Alto SB 743 Implementation
- City of Novato SB 743 Implementation
- City of San Francisco SB 743 Implementation
- City of Woodland General Plan/Climate Action Plan and EIR
- City of Sacramento General Plan and EIR
- City of Los Angeles SB 743 Implementation
- Nishi Gateway EIR, Davis, CA
- UC Davis LRDP
- Stanford University General Use Permit



B.S. with Highest Honors, Environmental Policy Analysis and Planning
[Emphasis on Land Use and Transportation Planning],
University of California at Davis

RESUME

Jason Pack

Project Manager



Jason Pack, PE began working for Fehr & Peers after receiving his degree in Civil Engineering from the University of California, Davis in 1999. He worked in the Bay Area market for over four years and worked in the Sacramento market for another five years before moving to Southern California in 2008. He has worked on a wide variety of transportation projects, from general plans and specific plans to detailed corridor, interchange, and signal coordination studies. Additionally, he has applied or developed travel demand forecast models on over 50 projects in the State of California. Jason services our clients throughout Southern California and Arizona, with projects from Bakersfield to San Diego, and Phoenix to Long Beach. Jason has had papers/presentations accepted to the TRB National Roundabout Conference, the ITE National Conference, and the California APA Conferences. Jason also teaches two classes for the ASCE national webinar series on Roundabout Feasibility Assessment and Process of Signal Coordination.

WRCOG SB 743

Implementation Pathway

Jason was the project manager for Fehr & Peers efforts to create a strategy and tools for WRCOG and local jurisdictions to implement SB 743 in Western Riverside County. Jason oversaw the development of baseline VMT estimates, draft thresholds of significance, and a low-VMT screening tool.

SBCTA SB 743 Countywide VMT SB 743 Implementation

Fehr & Peers is currently preparing strategies and tools for SBCTA and local jurisdictions to implement SB 743 in San Bernardino County. Jason is serving as project manager and overseeing the efforts to estimate VMT, develop thresholds, and evaluate potential thresholds and mitigation measures.

CSU SB 743 Guidelines

Fehr and Peers conducted an update to the CSU Transportation Manual related to SB 743. This included identifying a preferred methodology for calculating VMT and thresholds for transportation impacts related to VMT. Jason was the project manager, coordinated all project efforts and deliverables and provided CSU staff with support, training, and guidance on implementing new guidelines.

County of San Bernardino Transportation Impact Study Guidelines

As part of the work to update the San Bernardino County General Plan, Fehr & Peers prepared an update to the County of San Bernardino Transportation Impact Study Guidelines. We provided recommendations related to VMT assessment, both thresholds of significance and methodology for identifying VMT related impacts. We also refined the County's existing TIS guidelines to reflect state of the practice methodologies for identifying project impacts. Jason served as the project manager.



Bachelor of Science in Civil Engineering, University of California, Davis
Licensed Traffic Engineer, State of California (TR2402)

RESUME

Delia Votsch, PE

Deputy Project Manager



Delia Votsch, PE has four years of experience. She joined Fehr & Peers after completing her college education in Philadelphia. She was drawn into transportation engineering because of the potential to improve the built environment and to solve exciting and complex problems. She began her career in the Walnut Creek office, and recently moved to Irvine and is now working in the Orange County office. She has worked on a variety of projects since joining Fehr & Peers, gaining experience and interest in travel demand forecasting, design, and project management.

SBCTA SB 743 Countywide VMT SB 743 Implementation

Fehr & Peers is currently preparing VMT estimates for all jurisdictions in San Bernardino County to establish consistent VMT methodology and thresholds for implementation of SB 743. Delia has prepared vehicle miles traveled (VMT) estimates using the SCAG and SBTAM models, coordinated project meetings, and prepared summary memorandums and presentations.

Montclair General Plan Update

Delia is managing the ongoing effort to update the City of Montclair General Plan Mobility Element. Delia has overseen the preparation of existing conditions and vehicle miles traveled (VMT) estimates.

Eastern Coachella Valley Action Plan for Climate Resistance

Fehr & Peers is assisting in the development of the Eastern Coachella Valley Action Plan for Climate Resistance. Delia identified and mapped planned infrastructure. Delia also identified gaps in existing transportation policies and disruptive trends that could affect the region.

Cottage Industries Transportation Impact Analysis

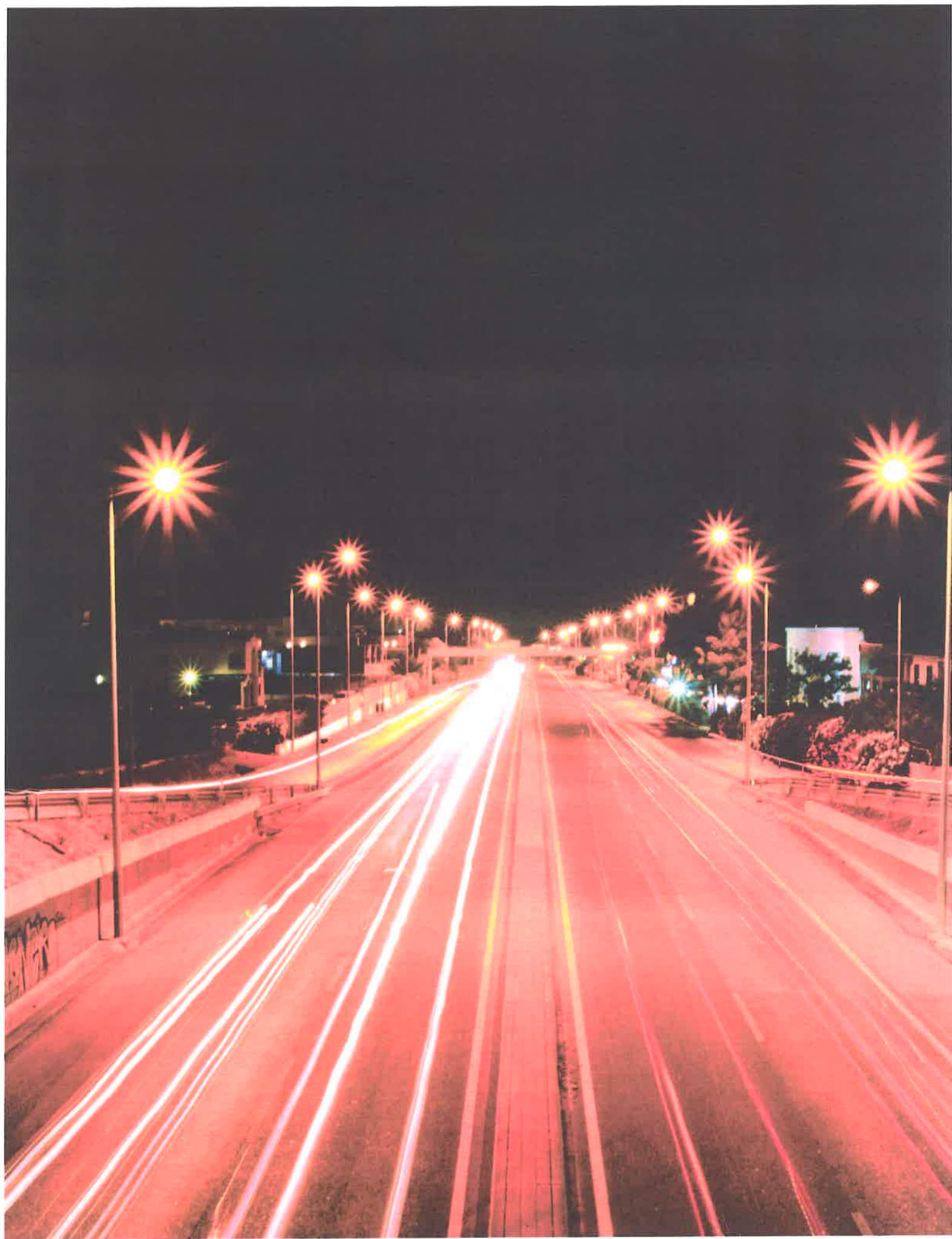
Fehr & Peers is developing a transportation impact analysis for the proposed mixed-use development of 17 parcels in downtown Garden Grove. Delia prepared trip generation estimates, developed future year forecasts, calculated intersection level-of-service using the ICU and HCM methodologies, and identified impacts. Delia prepared a report describing existing conditions, the proposed development characteristics, and transportation impacts.

California High Speed Rail, San Jose to Central Valley EIR

Delia is serving as the deputy project manager for Fehr & Peers efforts in producing the Transportation chapter of the EIR for the San Jose to Merced segment of California High Speed Rail. Delia is leading the forecasting team and documentation team, utilizing the VTA travel demand model to produce turning movement forecasts and overseeing the writing and preparation of both the technical report and the EIR chapter. Delia is also assisting in project management tasks, such as coordinating with local jurisdictions, managing staffing needs, budget and schedule, and attending meetings with teaming partners.



Bachelor of Science, Civil Engineering, Drexel University
Licensed Civil Engineer, State of California [C90171]



Fee Proposal

Fahr & Peers									
Tasks	Principal-In-Charge	Project Manager	Senior Engineer	Engineer/Planner	Senior Engineering Technican	Associate	Admin	Labor Hours	Total
	\$330	\$285	\$155	\$140	\$175	\$220	\$125		
Task 1 - Project Management									
1.1 Kickoff Meeting	4	4	4				2	14	\$3,330
1.2 Project Team Coordination	4	48	48	8			2	110	\$23,810
1.3 Invoicing and Contracts		16					24	40	\$7,560
Task 2 - Evaluate VMT Methodologies and Tools									
Baseline VMT Methodology and Data	1	4	8	40	12	12	8	85	\$14,050
Tools Assessment	1	2	4	24		4	4	39	\$6,260
Task 3 - VMT Thresholds and Mitigation Measures									
Threshold Assessment and Significance									
Criteria	2	8	16	42			9	77	\$12,425
Mitigation Strategies and Programs	2	4	8	20			4	38	\$6,340
TDM Strategies and Potential Effectiveness	2	4	8	20			4	38	\$6,340
Task 4 - VMT Evaluation Tool									
Interactive Spreadsheet	2	4	8	16	20	40	6	96	\$18,330
Task 5 - Test Significance Criteria									
Sample Projects	1	2	4	32		6	5	50	\$7,945
Task 6 - Update TIA Guidelines									
Draft Guidelines	2	8	16	60			11	97	\$15,195
Response to Comments				28			4	32	\$4,420
Final Guidelines	1	2	2	8			2	15	\$2,580
Task 7 - Meetings									
Public Meetings	12	42	18	6			10	88	\$20,810
Total for all Tasks	34	148	144	304	32	62	95	819	\$149,395

Title	Personnel
Principal-in-Charge	Ron Milam
Project Manager	Jason Pack
Senior Engineer	Delia Votsch
Engineer/Planner	Ethan Yue Sun
	Jessica Johnson
	Saima Musharrat
	Mae Tamayo
Senior Engineering Technican	Carrie Carsell
Associate	Jinghua Xu
	Michael Kao

Notes:

- This fee proposal is valid for a period of 90 days from the proposal submittal date.
- Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.
- Rates and staff are subject to change at any time, without notice, and within the total budget shown.

EXHIBIT "B"

POPULATION-BASED* COST ALLOCATION

<u>CITY</u>	<u>POPULATION</u>	<u>POPULATION % OF TOTAL</u>
Brea	44,890	7.5%
Buena Park	83,995	14%
Fullerton	144,214	24%
La Habra	62,850	10.5%
Orange	141,952	23.7%
Placentia	52,755	8.8%
Yorba Linda	69,121	11.5%
TOTAL	599,777	100%

*Population data taken from California State University Fullerton, Center for Demographic Research, Orange County Jurisdiction Demographics, July 2018 Orange County Progress Report

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 08/20/2019
SUBJECT: Fire Station No. 3 Roof Replacement Project 7941

RECOMMENDATION

1. Adopt Resolution to appropriate an additional \$106,000 from the Fixed Asset Replacement Fund, FARP (Fund 182) for Project Construction, Contingency, and Administration.
2. Approve plans and specifications, receive bids; and
3. Award Contract to Garland Company, Inc. in the amount of \$104,815.27, and authorize Public Works Director or his designee to approve Purchase Order Change Orders up to a “not to exceed” amount of 5% of the Contract; and
4. Award a construction contract to Best Contracting Services, Inc. in the amount of \$255,122.00, and authorize Public Works Director or his designee to issue Contract Changes up to a “not to exceed” amount of 10% of the Contract.

BACKGROUND/DISCUSSION

The Fire Station No. 3 Roof Replacement Project 7941 (Project), was approved as part of the Fiscal Year (FY) 2019-2020 Capital Improvement Program (CIP) budget. The Project consists of repairing and replacing the original metal roof components and skylight of the 33-year-old existing roof system at the Fire Station No. 3, located on the northeast corner of Kraemer Boulevard and Lambert Road. City furnished roofing material is proposed with construction to be in accordance with the current building code requirements.

To ensure the most cost effective delivery method, this Project will be split into two portions, construction and the purchase of roofing material. The construction will follow the Public Contract Code and the roofing material is being requested to be procured through the California Multiple Award Schedules (CMAS). By separating the construction and materials portion, this ultimately controls the cost of materials, avoids contractor markups, overruns and costly change orders. This process has been proven to be beneficial for the City as the Civic and Cultural Center Roof Replacement Projects 7928, Phase 1 and Phase 2, were recently completed utilizing this practice and were finished in a timely manner and within the total budget.

During the design of the Project, it was determined that there were several options to provide value engineering and past experiences. As seen in the Project bid schedule there were three options;

- Schedule A which included the removal and the replacement of the metal roof sections,
- Schedule B which included the removal and the replacement of the skylight, and
- Schedule C which included the removal of the skylight and replacement of the skylight area

with metal roofing.

CONSTRUCTION

On August 6, 2019, four (4) bids were received with the following results:

	Contractor	Schedule A	Schedule B	Schedule C	Total
1.	Best Contracting Services, Inc.	\$198,872.00	\$97,500.00	\$56,250.00	\$352,622.00
2.	Commercial Roofing Systems, Inc.	\$224,529.00	\$98,850.00	\$86,660.00	\$410,039.00
3.	CIS Services, Inc.	\$211,605.00	\$115,543.00	\$97,990.00	\$425,138.00
4.	ADCO Roofing & Waterproofing	\$251,251.00	\$113,643.00	\$60,787.00	\$425,681.00
	Engineer's Estimate				\$230,000.00

The lowest responsible bidder was determined based on the total of the Base Bid which included Schedule A, Schedule B, and Schedule C.

As seen above, the lowest responsive bidder is Best Contracting Services, Inc. of Gardena, CA in the amount of \$352,622.00. Best Contracting Services, Inc. has a valid contractor's license and has been in the construction business for 12 years. Best Contracting Services, Inc. has complete similar projects for the Cities of Murrieta, South Gate, and Stockton. If awarded, the Project is anticipated to commence early September 2019 and expected to be completed in November 2019, weather permitting.

After deliberation and review of the bids received, staff is recommending to award Best Contracting Services, Inc. Schedule A and Schedule C for a total amount of \$255,122. Schedule B was not selected primarily to avoid continuous leaks experienced around the existing skylights and a project savings of over \$40,000 in replacing the skylights with a continuous roof. By eliminating the skylights, the project will install high efficiency Light Emitting Diode (LED) lighting at minimal cost.

ROOFING MATERIALS

The City's purchasing and contract policies are set forth in the City Municipal Code. The cost for goods or services to be purchased dictates how they are to be procured through an informal or formal bidding process. The City Municipal Code lists certain exemptions from the bidding process, including for purchases of a commodity that can be obtained only from one vendor. "Piggy-back" is a commonly used term to competitively bid contracts awarded by other public agencies to ensure the best pricing for purchases. The roofing materials needed for this project were available through the supplier, Garland Company, Inc. (GARLAND), from the California State Bid List under the California Multiple Award Schedules (CMAS) program. GARLAND has submitted a proposal per California Contract No. 4-01-56-0006A in the amount of

\$104,815.27. By adding an estimated 5% contingency of \$5,240.76 to the GARLAND proposal of \$104,815.27, it yields approximately \$110,000.00. A not-to-exceed \$110,056.03 purchase order is requested to procure the roofing materials.

In combining both the construction/contingency cost of \$280,634.20 from Best Contracting Services, Inc. and the roofing materials/contingency cost of \$110,056.03 from GARLAND, the total amounts to \$390,690.23.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their meeting on August 13, 2019 and recommended to proceed.

FISCAL IMPACT/SUMMARY

The total approved budget for the Project is \$300,000 with funding coming from the Fixed Asset Replacement Program, (FARP Fund 182). The roofing material necessary for this Project is available through the supplier Garland Company, Inc. (GARLAND) from the California State Bid List under the CMAS program. GARLAND has submitted a proposal in the amount of \$104,815.27. With the purchase of the material through GARLAND and the construction contract of \$255,122.00, the total construction amount is \$359,937.27. Therefore, with the addition of the respective contingencies, an additional \$106,000 appropriation is necessary to complete the Fire Station No. 3 Metal Roof Replacement, CIP Project No. 7941. The following table provides a breakdown of the project costs:

Estimated Total Project Costs	Total
Design/Staff Time	\$5,258.85
Construction Contract	\$255,122.00
Construction Contract Contingency (10%)	\$25,512.20
Material Contract	\$104,815.27
Material Contract Contingency (5%)	\$5,240.76
New LED Lighting	\$10,000.00
In-House C.M. and Inspection Services	\$0.00
Expenditure Total	\$405,949.08
Adopted Project Budget	\$300,000.00
Shortfall (Grand Total - Expenditure Total)	\$(105,949.08)
SAY	\$(106,000.00)

As seen above, the shortfall for the Project is found to be approximately \$106,000. Since the original budget was prepared, material has seen an increase in price due to the country's economic state which has contributed to the increase in cost. It is anticipated that \$106,000 from Fund 182 – Fixed Asset Replacement Fund will provide the additional funding needed. Therefore, there will be no General Fund Impact.

Staff is recommending to approve plans and specifications, receive bids, adopt attached resolution authorizing additional funding in the amount of \$106,000; award a contract to Garland

Company, Inc. for the purchase of the necessary roofing material in the amount of \$104,815.27 and authorize the Public Works Director, or his designee, to issue Purchase Order Change Orders up to a "not to exceed" amount of 5% of the contract amount; and award a construction contract to Best Contracting Services, Inc. in the amount of \$255,122.00, and authorize Public Works Director or his designee to issue Contract Changes up to a "not to exceed" amount of 10% of the Contract.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Raymond Contreras, Associate Engineer

Concurrence: Michael S. Ho, P.E., Deputy Director of Public Works/City Engineer

Tony Olmos, P.E., Public Works Director

Attachments

Garland Proposal

Contractor Proposal

Resolution

Specifications

SECTION C

PROPOSAL

for the
FIRE STATION NO. 3 METAL ROOF REPLACEMENT
CIP PROJECT No. 7941

in the
CITY OF BREA

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **40** working days excluding the necessary coating, starting from the date of the **Notice to Proceed**.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find Bidder's Bond in the amount of \$ Ten Percent which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	7/19/2019	Sean Tabazadeh, CEO/Secretary
2	7/29/2019	Sean Tabazadeh, CEO/Secretary
3	7/31/2019	Sean Tabazadeh, CEO/Secretary
4	8/02/2019	Sean Tabazadeh, CEO/Secretary

BID FORM (Addendum No. 4)
FIRE STATION NO. 3 METAL ROOF REPLACEMENT
PROJECT 7941

Bidder: Best Contracting Services, Inc.

SCHEDULE A: Material and Labor for Roof Replacement

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Roof Upper Metal and Lower Flat Sections	1 LS		\$ 198,872.00

Total Schedule in words: One Hundred Ninety Eight Thousand Eight Hundred Seventy Two Dollars

Total Schedule in figures: \$ 198,872.00

SCHEDULE B: Material and Labor for Skylight Replacement

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Demo Existing and Install New Skylight	1 LS		\$ 97,500.00

Total Schedule in words: Ninety Seven Thousand Five Hundred Dollars

Total Schedule in figures: \$ 97,500.00

SCHEDULE C: Material and Labor for Removal of Skylight and Framing New Roof

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Demo Existing Skylight and Install New Framing and Roofing	1 LS		\$ 56,250.00

Total Schedule in words: Fifty Six Thousand Two Hundred Fifty Dollars

Total Schedule in figures: \$ 56,250.00

BASE BID: SCHEDULE A+B+C

BASE BID in words: Three Hundred Fifty Two Thousand Six Hundred Twenty Two Dollars
BASE BID in figures: \$ 352,622.00

The BASE BID (Schedule A+B+C) will be used to determine the lowest responsible bidder on the Project.

- 1. Bidder declares that he or she has read and understands Item No. 12 of Instructions to Bidders.** (Bidder Initial)

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and DIR registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

[illegible]

By submission of this proposal, the Bidder certifies:

1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name
 BEST CONTRACTING SERVICES, INC.
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 1000000563
Registration effective date
 07/01/19
Registration expiration date
 06/30/22
Mailing Address
 19027 S. HAMILTON AVENUE GARDENA 90248 CA Uni...
Physical Address
 19027 S. HAMILTON AVENUE GARDENA 90248 CA Uni...
Email Address
 ayazdi@bestcontracting.com
Trade Name/DBA
License Number (s)
 CSLB:456263

Registration History

Effective Date	Expiration Date
06/08/18	06/30/19
05/08/17	06/30/18
06/07/16	06/30/17
06/04/15	06/30/16
07/22/14	06/30/15
07/01/19	06/30/22

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Legal Entity Information

Corporation Entity Number: C1158028
Federal Employment Identification Number: 953781209
President Name: MODJTABA TABAZADEH
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name: SEAN TABAZADEH

Agency for Service:

Agent of Service Name: MODJTABA TABAZADEH
Agent of Service Mailing Address: 19027 S. HAMILTON AVENUE GARDENA 90248 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

PEO Information	Name	Phone	Email
PEO	PEO	PEO	PEO

Insured by Carrier

Policy Holder Name: BEST CONTRACTING SERVICES, INC.
Insurance Carrier: AMERICAN ZURICH INSURANCE COMPANY
Policy Number: WC9805198-05
Inception date: 12/01/18
Expiration Date: 12/01/19

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State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name
 AMERICAN SERVICES GROUP OF CALIFORNIA INC
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 1000005254
Registration effective date
 07/01/19
Registration expiration date
 06/30/22
Mailing Address
 300 S. WALNUT STE 403 SAN DIMAS 91773 CA United...
Physical Address
 300 S. WALNUT STE 403 SAN DIMAS 91773 CA United...
Email Address
 samuel.adams@asgofca.com
Trade Name/DBA
 AMERICAN SERVICES GROUP OF CALIFORNIA INC
License Number (s)
 CSLB:769061

Registration History

Effective Date	Expiration Date
05/01/18	06/30/19
05/01/17	06/30/18
05/02/16	06/30/17
07/07/15	06/30/16
01/12/15	06/30/15
07/01/19	06/30/22

Back to DIR>> (<https://www.dir.ca.gov/>)

Legal Entity Information

Corporation Entity Number: C2173121
Federal Employment Identification Number:
President Name: GEORGE ADAMS
Vice President Name: CARL ADAMS
Treasurer Name:
Secretary Name:
CEO Name:

Agency for Service:

Agent of Service Name: GEORGE ADAMS
Agent of Service Mailing Address: 300 S. WALNUT AVE STE 403 SAN DIMAS 91733 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name: AMERICAN SERVICES GROUP OF CALIFORNIA INC
Insurance Carrier: GREAT DIVIDE INSURANCE COMPANY
Policy Number: WCA2026259-11
Inception date: 05/19/19
Expiration Date: 05/19/20



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name
 PRFORMANCE CONTRACTORS INC.
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 1000022124
Registration effective date
 07/01/19
Registration expiration date
 06/30/20
Mailing Address
 341 E HERMOSA DR. FULLERTON 92835 CA United Sta...
Physical Address
 341 E HERMOSA DR. FULLERTON 92835 CA United Sta...
Email Address
 prformancepaul@aol.com
Trade Name/DBA
License Number (s)
 CSLB:808513

Registration History

Effective Date	Expiration Date
06/18/18	06/30/19
06/15/17	06/30/18
06/28/16	06/30/17
09/17/15	06/30/16
05/19/15	06/30/15
07/01/19	06/30/20

Back to DIR>> (<https://www.dir.ca.gov/>)

Legal Entity Information

Corporation Entity Number: 1000022124
Federal Employment Identification Number: 330985867
President Name: JULIE F FOURNIER
Vice President Name: PAUL R FOURNIER
Treasurer Name: JULIE F FOURNIER
Secretary Name: PAUL R FOURNIER
CEO Name: JULIE F FOURNIER

Agency for Service:

Agent of Service Name: PAUL R FOURNIER
Agent of Service Mailing Address: 341 E HERMOSA DR FULLERTON 92835 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email

Insured by Carrier

Policy Holder Name: PRFORMANCE CONTRACTORS INC.
Insurance Carrier: ICW Insurance
Policy Number: WSA5047268
Inception date: 04/01/19
Expiration Date: 03/31/20

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[Work with Us](#)
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State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name

INTER-SKY, INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000008353

Registration effective date

07/01/19

Registration expiration date

06/30/20

Mailing Address

20431 JAMES BAY CIRCLE LAKE FOREST 92630 CA Uni...

Physical Address

20431 JAMES BAY CIRCLE LAKE FOREST 92630 CA Uni...

Email Address

mollie@inter-sky.com

Trade Name/DBA

INTER-SKY, INC.

License Number (s)

CSLB:920764

Registration History

Effective Date	Expiration Date
06/28/18	06/30/19
06/29/17	06/30/18
06/07/16	06/30/17
08/26/15	06/30/16
02/04/15	06/30/15
07/01/19	06/30/20

Back to DIR>> (<https://www.dir.ca.gov/>)

Legal Entity Information

Corporation Entity Number:

C3011226

Federal Employment Identification Number:

383763137

President Name:

ANDREW KIRKER

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agency for Service:

Agent of Service Name:

MOORE ASSOCIATES PLC

Agent of Service Mailing Address:

1010 N. ROSS STREET, SUITE 200 SANTA ANA 92701 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO Information	Name	Phone	PEO Email

Insured by Carrier

Policy Holder Name:

INTER-SKY, INC

Insurance Carrier:

CALIFORNIA INSURANCE CO.

Policy Number:

46-842200-01-07

Inception date:

07/14/18

Expiration Date:

07/14/19

**NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL**

I, Sean Tabazadeh, am
the _____,
(Print Name)
CEO/Secretary of Best Contracting Services, Inc.,
(Position/Title) (Name of Company)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder 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 BIDDER.

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 on this
31st day of July, 2019.

Sean Tabazadeh, CEO/Secretary

Name of Bidder

*** SEE ATTACHED NOTARY ***


Signature of Bidder

19027 S. Hamilton Ave. Gardena, CA 90248

Address of Bidder

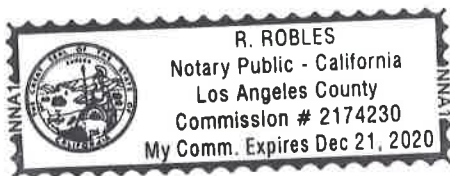
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 07/31/19 before me, R. Robles, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Sean Tabazadeh
 Name(s) of Signer(s)

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 R. Robles
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non Collusion Declaration
 Document Date: 7/31/19 Number of Pages: One(1)
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sean Tabazadeh
☒ Corporate Officer — Title(s): CEO/Secretary
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: Best Contracting Services, Inc.

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed  _____

Title Sean Tabazadeh, CEO/Secretary

Firm Best Contracting Services, Inc.

Date August 06, 2019

UTILITY AGREEMENT

CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **FIRE STATION NO. 3 METAL ROOF REPLACEMENT, CIP PROJECT No. 7941**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Best Contracting Services, Inc.

Contractor

By 

Sean Tabazadeh, CEO/Secretary

Title

Date: August 06, 2019

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

☐ Yes ☒ No

If the answer is yes, explain the circumstances in the space provided.

N/A

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

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

Best Contracting Services, Inc.

Contractor


By

Sean Tabazadeh, CEO/Secretary

Title

Date: August 06, 2019

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Best Contracting Services, Inc.

Bidder Name

19027 S. Hamilton Ave.

Business Address

Gardena

City,

CA

State

90248

Zip

(310) 328-6969

Telephone Number

estimating@bestcontracting.com

Email address

456263 / A, B, C17, C39, C43

State Contractor's License No. and Class

1000000563

DIR Registration Number

May 07, 1984

Original Date Issued (Contractor's State License)

May 31, 2020

Expiration Date

The work site was inspected by Matt Adab, Estimator of our office on July 18, 2019.

The following are persons, firms, and corporations having a principal interest in this proposal:

Best Contracting Services, Inc.

Moji Tabazadeh, President

Sean Tabazadeh, CEO/Secretary/RMO

Fatemeh Tabazadeh, Treasurer

The undersigned is prepared to satisfy the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Best Contracting Services, Inc.

Company Name

Signature of Bidder

Sean Tabazadeh, CEO/Secretary

Printed or Typed Signature

*** SEE ATTACHED NOTARY ***

Subscribed and sworn to before me this ____ day of _____, 20__.

NOTARY PUBLIC _____

NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1. Murrieta USD - 41870 McAlby Court, Murrieta, CA 92562

Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: Lori Noorigian (951) 696-1600 ext. 1080

\$1,634,234.00 Reroof various school sites with BUR roof membrane System 3/18/2019

Contract Amount Type of Work Date Completed

2. City of South Gate 8650 California Avenue, South Gate, CA

Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: Elias Saikaly - (562) 968-4860

\$1,522,124.00 Metal Roofing at South Gate Sports Center 6/1/2018

Contract Amount Type of Work Date Completed

3. Stockton USD 1944 North El Pinal Drive, Stockton, CA 95205-2551

Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: Joseph Zapp (209)933-7046

\$2,259,900.00 Reroof Fillmore & John Adams Schools 3/30/2018

Contract Amount Type of Work Date Completed

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

*Signature of Document Signer No. 1*_____
Signature of Document Signer No. 2 (if any)

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

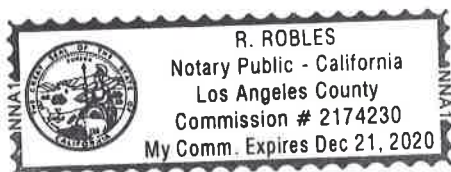
Subscribed and sworn to (or affirmed) before me

on this 31st day of July, 2019,
by Date Month Year(1) Sean Tabazadeh

(and (2) _____),

*Name(s) of Signer(s)*proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature _____

Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Bidder's InformationDocument Date: 7/31/19Number of Pages: 2 Signer(s) Other Than Named Above: _____

Bidder's – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

12 Years * Name change 3/23/2007 to better reflect scope of work. License # has remained the same. *

2. Is your firm currently the debtor in a bankruptcy case?

☐ Yes ☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Case Number	Bankruptcy Court	Date Filed

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

☐ Yes ☒ No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Case Number	Bankruptcy Court	Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes ☒ No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

☐ Yes ☒ No

6. Has your firm ever defaulted on a construction contract?

☐ Yes ☒ No

If "yes," explain on a separate page.

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☒ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☒ No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☐ Yes ☒ No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

☐ Yes ☒ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☒ No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☒ No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☒ No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☒ No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

N/A %

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on was required?

☐ Yes ☒ No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☐ Yes ☒ No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

☐ Yes ☒ No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

☐ Yes ☒ No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

Inaccurate response to this questionnaire could result in bidder's proposal being non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE
Best Contracting Services, Inc.

_____ as PRINCIPAL, and
The Hanover Insurance Company

as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of Amount Bid. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "Brea Fire Station Number 3 Metal Roof

Project 7941

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on August 6, 2019.

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st day of August, 2019.

Best Contracting Services, Inc.
Principal

By: _____

Sean Tabazadeh, CEO/Secretary

The Hanover Insurance Company
Surety

By: _____

Patrick T. Moughan, Attorney-in-Fact

* See Attached Notary *

**BID BOND
ACKNOWLEDGMENT OF SURETY**

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.

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____

(insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Signature of Notary Public

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Patrick T. Moughan, Mark D. Kiger, Alec D. Martinez, and/or Jing Guo Mason

Of **Global Risk, LLC of Los Angeles, CA** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 29th day of March, 2017.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



John C. Roche, EVP and President



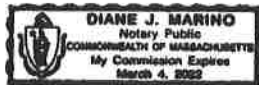
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America



James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 29th day of March, 2017 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 1st day of August, 2019

CERTIFIED COPY


Theodore G. Martinez, Vice President

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 8/1/2019 before me, Zipporah D. Kiger, Notary Public
(Here insert name and title of the officer)

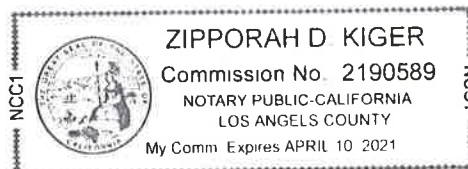
personally appeared Patrick T. Moughan
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is are subscribed to the within instrument and acknowledged to me that
he she/they executed the same in his her/their authorized capacity(ies), and that by
his her/their signature(s) 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]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



City of Brea

FIRE STATON NO. 3 METAL ROOF REPLACEMENT PROJECT NO. 7941

ADDENDUM NUMBER 01

July 19, 2019

Notice to All Bidders:

Please note the following **changes** have been made to the subject Bid documents:

CONTRACT DOCUMENTS SPECIFICATIONS

a. Section C - Bid Form

Replace Sheet C-3 with revised sheet enclosed herewith.

Revised the procedures for which bids are to be awarded.

b. Section E – Measurement and Payment

Replace Sheet E-14 with revised sheet enclosed herewith.

Included the Bid Item Description to the specifications.

This Addendum does not change the bid date nor does it significantly change the Engineer's Estimate

If you have any questions or need additional information, please contact the undersigned at
(714) 990-7763.

PUBLIC WORKS DEPARTMENT


Raymond Contreras
Associate Engineer

cc: Lillian Harris-Neal, City Clerk
Michael S. Ho, P.E., Public Works Deputy Director/City Engineer

This is to acknowledge receipt and review of Addendum Number 01, dated July 19, 2019.

**It is understood that this document shall be incorporated in the contractor's bid. Please note:
The bidder shall signify receipt of this Addendum in the Contractor's Proposal, page C-2.**

City Council	Christine Marick Mayor	Marty Simonoff Mayor Pro Tem	Cecilia Hupp Council Member	Glenn Parker Council Member	Steven Vargas Council Member
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Civic & Cultural Center • 1 Civic Center Circle • Brea, California 92821-5732 • 714/990-7600 • FAX 714/990-2258 • www.cityofbrea.net



City of Brea

FIRE STATON NO. 3 METAL ROOF REPLACEMENT PROJECT NO. 7941

ADDENDUM NUMBER 02

July 29, 2019

Notice to All Bidders:

Please note the following **changes** have been made to the subject Bid documents:

CONTRACT DOCUMENTS SPECIFICATIONS

a. Section 9-5 Description of Bid Schedules

The following shall be added to Schedule A, Bid Item No. 1:

- 1. Damp-proofing sealant owner supplied "seal-a-pore" applied to indicated sections of masonry walls on main building sections below eaves per attached manufacturer application guidelines.*
- 2. Small outbuilding roof indicated on drawing (See attached to this addendum) to be removed and new underlayment and metal roof to be installed to match the roofing and scope of work on main building sections.*

This Addendum does not change the bid date nor does it significantly change the Engineer's Estimate

If you have any questions or need additional information, please contact the undersigned at (714) 990-7763.

PUBLIC WORKS DEPARTMENT

Raymond Contreras
Associate Engineer

cc: Lillian Harris-Neal, City Clerk
Michael S. Ho, P.E., Public Works Deputy Director/City Engineer

This is to acknowledge receipt and review of Addendum Number 02, dated July 29, 2019.

**It is understood that this document shall be incorporated in the contractor's bid. Please note:
The bidder shall signify receipt of this Addendum in the Contractor's Proposal, page C-2.**

City Council

Christine Marick
Mayor

Marty Simonoff
Mayor Pro Tem

Cecilia Hupp
Council Member

Glenn Parker
Council Member

Steven Vargas
Council Member



City of Brea

FIRE STATON NO. 3 METAL ROOF REPLACEMENT PROJECT NO. 7941

ADDENDUM NUMBER 03

July 31, 2019

Notice to All Bidders:

Please note the following **changes** have been made to the subject Bid documents:

CONTRACT DOCUMENTS SPECIFICATIONS

Bid Opening date is changed to **August 6, 2019**, at 2 P.M.

This Addendum does not significantly change the Engineer's Estimate.

If you have any questions or need additional information, please contact the undersigned at (714) 990-7763.

PUBLIC WORKS DEPARTMENT

Raymond Contreras
Associate Engineer

cc: Lillian Harris-Neal, City Clerk
Michael S. Ho, P.E., Public Works Deputy Director/City Engineer

This is to acknowledge receipt and review of Addendum Number 03, dated July 31, 2019.

**It is understood that this document shall be incorporated in the contractor's bid. Please note:
The bidder shall signify receipt of this Addendum in the Contractor's Proposal, page C-2.**

City Council Christine Marick Marty Simonoff Cecilia Hupp Glenn Parker Steven Vargas
Mayor Mayor Pro Tem Council Member Council Member Council Member

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City of Brea

FIRE STATION NO. 3 METAL ROOF REPLACEMENT PROJECT NO. 7941

ADDENDUM NUMBER 04

August 2, 2019

Notice to All Bidders:

Please note the following **changes** have been made to the subject Bid documents:

CONTRACT DOCUMENTS SPECIFICATIONS

a. Section C - Bid Form

Replace Sheet C-3 with revised sheets enclosed herewith.

Revised the procedures for which bids are to be awarded.

This Addendum does not change the bid date nor does it significantly change the Engineer's Estimate.

If you have any questions or need additional information, please contact the undersigned at (714) 990-7763.

PUBLIC WORKS DEPARTMENT

Raymond Contreras
Associate Engineer

cc: Lillian Harris-Neal, City Clerk
Michael S. Ho, P.E., Public Works Deputy Director/City Engineer

This is to acknowledge receipt and review of Addendum Number 04, dated August 2, 2019.

It is understood that this document shall be incorporated in the contractor's bid. Please note: The bidder shall signify receipt of this Addendum in the Contractor's Proposal, page C-2.

City Council

Christine Marick
Mayor

Marty Simonoff
Mayor Pro Tem

Cecilia Hupp
Council Member

Glenn Parker
Council Member

Steven Vargas
Council Member

RESOLUTION NO. 2019-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA TO AMEND THE FISCAL YEAR 2019-20 OF THE CAPITAL IMPROVEMENT PROGRAM BUDGET AND APPROPRIATE ADDITIONAL FUNDS FROM THE FIXED ASSET REPLACEMENT PROGRAM FUND (182) TO THE CAPITAL IMPROVEMENT PROGRAM FUND (510) FOR PROJECT 7941, FIRE STATION NO. 3 METAL ROOF REPLACEMENT

A. RECITALS:

(i) The City Council has determined that it is in the best interest of the City of Brea to appropriate funds from the Fixed Asset Replacement Program Fund (182), to the Capital Improvement Program Fund (510), for Project 7941, Fire Station No. 3 Metal Roof Replacement, for the fiscal year 2019-20.

(ii) The Capital Improvement Program Budget, Resolution No. 2019-043, and subsequent amendments, did not appropriate funds for this unanticipated adjustment.

B. RESOLUTION:

NOW, THEREFORE, be it found, determined and resolved by the City Council of the City of Brea that Capital Improvement Program Budget, Resolution No. 2019-043, as heretofore amended, be further amended to:

1. Increase funding from the Fixed Asset Replacement Program Fund (182) to Capital Improvement Program Fund (510) for Project 7941, Fire Station No. 3 Metal Roof Replacement, by \$106,000; and

2. Appropriate an additional \$106,000 to the Capital Improvement Program Fund (510) for Project 7941, Fire Station No. 3 Metal Roof Replacement.

RESO NO. 2019-054
August 20, 2019

APPROVED AND ADOPTED this 20th day of August, 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 20th day of August, 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. 2019-054
August 20, 2019

CONTRACT DOCUMENTS SPECIFICATIONS AND STANDARD DRAWINGS

for the

FIRE STATION NO. 3 METAL ROOF REPLACEMENT

CIP PROJECT No. 7941

in the

CITY OF BRE A



**One Civic Center Circle
BREA, CALIFORNIA 92821
(714) 990-7667**

**BIDS DUE:
August 1, 2019
2:00 P.M., 3rd FLOOR
City Clerk's Office**

**TONY OLMOS
PUBLIC WORKS DIRECTOR**

CITY OF BREA

PLANS
SPECIFICATIONS AND CONTRACT DOCUMENTS

for the

FIRE STATION NO. 3 METAL ROOF REPLACEMENT

CIP PROJECT No. 7941

NOTE: *If there are any questions relative to this project, please call **Raymond Contreras** at:*

CITY OF BREA
PUBLIC WORKS DEPARTMENT
One Civic Center Circle
BREA, CALIFORNIA 92821
(714) 990-7667

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SECTION A

NOTICE INVITING SEALED BIDS

NOTICE IS HEREBY GIVEN that the City of Brea, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the Bid Package **until 2:00 p.m. on August 1, 2019.**

1. **Project Name: FIRE STATION NO. 3 METAL ROOF REPLACEMENT
CIP Project No. 7941**

This project consists of but not limited to **repairing and replacing sections of the existing roof system with City furnished roofing material to the existing Fire Station No. 3 building per the most current building code.**

2. **Obtaining Bid Documents:** A copy of the Bid Package (including the plans, specifications, and contract documents) may be downloaded at no cost from the CIPLIST.com. All bidders shall register with CIPLIST.com in order to retrieve plans, specifications, addenda, bidders' list, etc.

3. **Bid Opening:** Bids will be publicly opened and read at reasonable time following the time stated above in the Conference Center, located at 1 Civic Center Circle, Brea, California 92821 on **August 1, 2019**. Sealed bids will be received at all times during normal business hours prior to the date and time stated above, at the Office of the City Clerk, One Civic Center Circle, Brea, California 92821. The **outside** of the sealed envelope of each bid submitted shall be clearly marked: **"FIRE STATION NO. 3 METAL ROOF REPLACEMENT, CIP Project No. 7941"**.

4. **Mandatory Pre-Bid Meeting:** A mandatory pre-bid meeting will be held on **Thursday, July 18, 2019 at 10:00 a.m.** The pre-bid meeting will be held at **Fire Station No. 3 located at 400 N. Kraemer Blvd., Brea, CA 92821**. Bids from contractors not present at this meeting and job walk will not be accepted for consideration.

5. **Contractor's License:** In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid California Contractor's License **Class C-39**. Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his subcontractors will be required to possess business licenses from the AGENCY.

6. **Registration with the Department of Industrial Relations:** The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

7. **Prevailing Wages:** Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the State prevailing wage rates to all workers employed by them in the execution of the contract.. The applicable State prevailing wage rates are set forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

8. **Bid Security:** Each bid shall be accompanied by bid security in the form of a cashier's check, certified check or bid bond in the amount of 10% of the total bid amount. All cashier's checks or certified checks must be drawn on a responsible bank doing business in the United States and shall be made payable to THE CITY OF BREA. A bonding company admitted and licensed to do business in the State of California must issue bid bonds. Bids not accompanied by the required bid security shall be rejected. Cash and personal or company checks are **NOT** acceptable.

9. **Payment Bond and Performance Bond:** A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the Contractor.

10. **Retention:** In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.

11. **Contact Person:** Questions regarding this Notice Inviting Bids shall be directed to: **Raymond Contreras at (714) 990-7667.**

ALL BONDS ISSUED SHALL BE FROM A BONDING COMPANY ADMITTED AND LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA.

THE AGENCY RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS AND TO WAIVE ANY INFORMALITY OR IRREGULARITY IN ANY BID AND TO TAKE ALL BIDS UNDER ADVISEMENT FOR A MAXIMUM PERIOD OF 60 DAYS. ANY CONTRACT AWARDED WILL BE LET TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER. NO BID SHALL BE CONSIDERED UNLESS IT IS PREPARED ON THE APPROVED PROPOSAL FORMS IN CONFORMANCE WITH THE INSTRUCTIONS TO BIDDERS.

SECTION B

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

Bids shall be submitted in writing on the Proposal forms provided by the AGENCY. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The AGENCY will reject any proposal not meeting these requirements. The bid shall be filed with the City Clerk, Third Floor City Hall, One Civic Center Circle, Brea, California, which shall be endorsed with the Project Title and Project Number as it appears on the Notice Inviting Sealed Bids. The sealed envelopes will be publicly opened and read at the time and place stated in the Notice Inviting Bids. Bidders or their authorized agents are invited to be present at the opening. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested. No oral, telegraphic, or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after the time fixed for opening of bids, provided that the request is in writing, that it has been executed by the bidder or his duly authorized representative, and that it is filed with the AGENCY.

2. Proposal Guarantee

Proposals must be accompanied by a proposal guarantee consisting of a certified or cashier's check or bid bond payable to the AGENCY in the amount not less than 10% of the total amount named in the proposal. Any proposal not accompanied by such a guarantee will not be considered. Said check or bond shall be made payable to the AGENCY, and shall be given as a guarantee that the bidder, if awarded the Work, will enter into a contract within 10 working days after the award and will furnish the necessary bonds as hereinafter provided. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the AGENCY.

3. Proposal Signature

If the proposal is made by an individual, it shall be signed and his full name with his address shall be given; if it is made by a firm, it shall be signed with the copartnership name by a member of the firm who shall sign his own name and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

4. Delivery Of Proposal

Proposals shall be enclosed in a sealed envelope plainly marked on the outside:

"SEALED BID"

for

**FIRE STATION NO. 3 METAL ROOF REPLACEMENT
CIP Project No. 7941.**

in the

CITY OF BREA - DO NOT OPEN WITH REGULAR MAIL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the AGENCY's designated official prior to the bid opening hour stipulated in the Notice Inviting Sealed Bids. Late proposals will not be considered.

5. Return Of Proposal Guarantees

The proposal guarantees of the second and third lowest bidders will be held until the awarded bidder has properly executed all contract documents. Within 10 working days after the award of contract, the remaining proposal guarantees accompanying all other proposals will become null and void and returned to the unsuccessful bidders.

6. Taxes

No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

7. Disqualification Of Bidders

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

8. Contractor's License Requirement

This project requires the Contractor to possess a valid State of California contractor's license as stated in Section A "Notice Inviting Sealed Bids".

9. Registration with the Department of Industrial Relations

The Bidder's attention is directed to Labor Code Section 1725.5, which provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a Bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

10. References

All reference information called for in the bid proposal must be submitted with the bid proposal.

11. Listing Of Subcontractors

Bidders shall list in the bid proposal the name and place of business of each subcontractor who will perform work or labor or render services for the Contractor in an amount in excess of one-half of one percent of the Contractor's total bid.

12. Discrepancies And Misunderstandings

Bidders must satisfy themselves by personal examination of the work site, plans, specifications and other contract documents, and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the Work must be performed. No bidder shall at any time after submission of a proposal make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Should a bidder find any errors, omissions, or discrepancies in the plans, specifications, and other contract documents or should he be in doubt as to their meaning, he shall notify the AGENCY. Should it be found necessary, a written addendum will be sent to all bidders. Any addenda issued during the bidding period shall form a part of the contract and shall be included with the proposal.

13. Equivalent Materials

Requests for the use of equivalents to those specified, must be submitted to the AGENCY. Only substitutions approved prior to bid due date via addenda Product Substitutions, will be considered. No substitutions will be considered after bid due date and contract award. It is the sole responsibility of the successful bidder to prove to the AGENCY that such a material is truly an equivalent.

14. Legal Responsibilities

All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other contract documents, and to full compliance therewith. Additionally, any bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the labor code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.

15. Award Of Contract

The award of contract, if made, will be to the lowest responsible bidder as determined solely by the AGENCY. The AGENCY reserves the right to reject any or all proposals, to waive any irregularity, and to take the bids under advisement for a maximum period of 60 days. In no event will an award be made until all necessary investigations are made to the responsibility and qualifications of the bidder to whom the award is contemplated.

16. Material Guarantee

The successful bidder may be required to furnish a written guarantee covering certain items of work for varying periods of time from the date of acceptance of the work by the AGENCY. The work to be guaranteed, the form, and the time limit of the guarantee will be specified in the special provisions. Said guarantee shall be signed and delivered to the AGENCY before acceptance of the contract by the AGENCY. Upon completion of the contract, the amounts of the two contract bonds required in Section 2-4, "CONTRACT BONDS," of the Standard Specifications for Public Works Construction, may be reduced to conform to the total amount of the contract bid prices for the items of work to be guaranteed, and this amount shall continue in full force and effect for the duration of the guarantee period. However, the Labor and Material Bond cannot be reduced until the expiration of 35 days after the date of recordation of the Notice of Completion.

17. Execution Of Contract

The successful bidder shall execute a written contract with the AGENCY on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications within 10 working days from the date of the award. Failure to enter into a contract shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder fails to execute the contract, the AGENCY may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the contract, the AGENCY may award the contract to the third lowest bidder. On the failure of such second or third lowest responsible bidder to execute the contract, such bidder's guarantees shall be likewise forfeited to the AGENCY. The work may then be re-advertised.

18. Submission of Bonds And Insurance

The successful bidder will be required to furnish the necessary bonds and insurance to the AGENCY within 10 working days from the award of contract. Prior to issuance of Notice to Proceed, the AGENCY must be furnished with a Policy endorsement as required in the sample agreement depicted in Section D.

19. Addenda

The effect of all addenda to the contract documents shall be considered in the bid package and said addenda shall be made part of the contract documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the AGENCY.

20. Assembly Bill 626 (AB626)

Assembly Bill 626 (AB 626) adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation will sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the

resolution of disputes and protests between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104, et seq. and Section 9204, as applicable, pursuant to the definition of “claim” as individually defined therein.

21. Bid Protest

To be considered timely, a bid protest must be filed within the following time limits:

- (a) Protests based upon alleged defects or improprieties in the bid documents shall be filed prior to the date of bid opening.
- (b) All other protests must be filed within five calendar days after the protester knew or should have known the basis of the protest, but no later than five calendar days after the date of when the Bids were due to the AGENCY.

22. Questions to the Engineer

Questions regarding the bid documents (i.e. plans, specifications, contract documents, bid forms, etc.) will be received by the Engineer up to five working days prior to the bid opening as specified in SECTION A. Questions asked of the Engineer after this time will not be addressed.

23. RFI (SEE NEXT PAGE)

**CITY OF BREA
FIRE STATION NO. 3 METAL ROOF REPLACEMENT
PROJECT 7941**

**REQUEST FOR INTERPRETATION OF CONTRACT
DOCUMENTS**

Date:

Time:

Company:

Contact Person:

Address:

Telephone:

FAX:

Plan Sheet:

Specification Section:

INTERPRETATION REQUESTED:

REPLY:

T0 A/E:

SECTION C

PROPOSAL

for the
FIRE STATION NO. 3 METAL ROOF REPLACEMENT
CIP PROJECT No. 7941

in the
CITY OF BREA

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY OF BREA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the plans and specifications on file in the office of the City Engineer of the City of Brea. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of Brea, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **40** working days excluding the necessary coating, starting from the date of the **Notice to Proceed**.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of sixty days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find _____ in the amount of \$_____ which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>

**BID FORM
FIRE STATION NO. 3 METEL ROOF REPLACEMENT
PROJECT 7941**

Bidder: _____

SCHEDULE A: BASE BID				
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Roof Upper Metal and Lower Flat Sections	1 LS		\$

Total Schedule in words:
Total Schedule in figures: \$

SCHEDULE B: ALTERNATIVE 1				
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Demo Existing and Install New Skylight	1 LS		\$

Total Schedule in words:
Total Schedule in figures: \$

SCHEDULE C: ALTERNATIVE 2				
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	Demo Existing Skylight and Install New Framing and Roof	1 LS		\$

Total Schedule in words:
Total Schedule in figures: \$

The BASE BID (Schedule A) will be used to determine the lowest responsible bidder on the Project.

1. Bidder declares that he or she has read and understands Item No. 12 of Instructions to Bidders. _____ (Bidder Initial)

LIST OF SUBCONTRACTORS

In accordance with Government Code Section 4104, the Bidder shall set forth the name, business address, license number, class and DIR registration number of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid and the portion of the work to be done by such subcontractor.

[illegible]

By submission of this proposal, the Bidder certifies:

1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the AGENCY will be furnished copies of all subcontracts entered into by subcontractor for this project.

**NON-COLLUSION DECLARATION
TO BE SUBMITTED WITH PROPOSAL**

I, _____, am
the

(Print Name)

_____ of _____,
(Position/Title) (Name of Company)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; that the BIDDER has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and, the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder 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 BIDDER.

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 on this _____ day of _____, 20_____.

Name of Bidder

Signature of Bidder

Address of Bidder

BIDDER'S STATEMENT REGARDING "ANTI-KICKBACK" REQUIREMENTS

The undersigned is submitting this proposal for performing by contract the work required by these bid documents, agrees to comply with the Copeland "Anti-Kickback" Act (18 USC 74) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled.

Signed _____

Title _____

Firm _____

Date _____

UTILITY AGREEMENT

CITY OF BREA, CALIFORNIA

Gentlemen:

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **FIRE STATION NO. 3 METAL ROOF REPLACEMENT, CIP PROJECT No. 7941**, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Contractor

By

Title

Date: _____

DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

☐ Yes☐ No

If the answer is yes, explain the circumstances in the space provided.

[illegible]

Note: This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this questionnaire.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

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

Contractor

By

Title

Date: _____

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name

Business Address

City, State Zip

()

Telephone Number

Email address

State Contractor's License No. and Class

DIR Registration Number

Original Date Issued (Contractor's State License)

Expiration Date

The work site was inspected by _____ of our office on _____, 20__.

The following are persons, firms, and corporations having a principal interest in this proposal:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned is prepared to satisfy the City of Brea of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Company Name

Signature of Bidder

Printed or Typed Signature

Subscribed and sworn to before me this ____ day of _____, 20__.

NOTARY PUBLIC _____

NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1.

Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: _____

Contract Amount

Type of Work

Date Completed

2.

Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: _____

Contract Amount

Type of Work

Date Completed

3.

Name and Address of Public Agency

Name and Telephone No. of Project Manager for Agency: _____

Contract Amount

Type of Work

Date Completed

Bidder's – Supplemental Questionnaire

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

_____ Years

2. Is your firm currently the debtor in a bankruptcy case?

☐ Yes

☐ No

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

_____ Case Number

_____ Bankruptcy Court

_____ Date Filed

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

☐ Yes

☐ No

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

_____ Case Number

_____ Bankruptcy Court

_____ Date Filed

4. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes

☐ No

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

☐ Yes

☐ No

6. Has your firm ever defaulted on a construction contract?

☐ Yes

☐ No

If “yes,” explain on a separate page.

7. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

☐ Yes ☐ No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

9. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

☐ Yes ☐ No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

10. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

☐ Yes ☐ No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

☐ Yes ☐ No

12. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes

☐ No

13. Has your firm, or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes

☐ No

14. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes

☐ No

If “yes,” explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes

☐ No

If “yes,” identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

16. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

%

17. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on was required?

☐ Yes

☐ No

18. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

☐ Yes ☐ No

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

☐ Yes ☐ No

If “yes,” on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

20. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the **state’s** prevailing wage laws?

☐ Yes ☐ No

If “yes,” on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

21. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If “yes,” on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

Inaccurate response to this questionnaire could result in bidder’s proposal being non-responsive.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____ as PRINCIPAL, and

_____ as SURETY, are held and firmly bound unto the CITY OF BREA, CALIFORNIA, hereinafter referred to as the "City", in the penal sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$_____. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Principal has submitted the same mentioned bid to said City, for construction of the work under the City's specification entitled "

"For which bids are to be opened in the Council Chambers of the City Hall of said City at 2:00 PM on _____.

NOW, THEREFORE, if said Principal is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, and files the two bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until released by the City.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

Principal

Surety

By: _____

**BID BOND
ACKNOWLEDGMENT OF SURETY**

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.

ACKNOWLEDGMENT

State of California

County of _____)

On _____ before me, _____

(insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

SECTION D

SAMPLE CONTRACT

A G R E E M E N T

THIS AGREEMENT ("Agreement" or "Contract") is made and entered this day of _____, 201_ ("Effective Date"), by and between _____, a _____ (hereinafter referred to as "CONTRACTOR") and the City of Brea, California, a municipal corporation (hereinafter referred to as "CITY").

WHEREAS, pursuant to the Notice Inviting Sealed Bids or Proposals, bids were received, publicly opened, and declared on the date specified in said Notice;

WHEREAS, CITY did accept the bid of CONTRACTOR and;

WHEREAS, CITY's City Council has authorized a written contract to be entered into with CONTRACTOR for furnishing labor, equipment, and material for the construction of the **FIRE STATION NO. 3 METAL ROOF REPLACEMENT, CIP PROJECT No. 7941.**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, CITY AND CONTRACTOR hereby agree as follows:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the construction of the **FIRE STATION NO. 3 METAL ROOF REPLACEMENT, CIP PROJECT No. 7941.** ("Project"). Said work shall be performed in accordance with contract documents for this Project on file in the office of the CITY Engineer and in accordance with bid prices, plans and specifications hereinafter mentioned and in accordance with the instructions of the Public Works Director. CONTRACTOR shall at all times comply with all applicable federal, state and local laws, regulations, statutes, orders and policies throughout the term of this Agreement.

2. CONTRACT PRICE AND PAYMENT: As total and complete compensation for all work required hereunder, CITY shall pay to the CONTRACTOR for furnishing and material and doing the prescribed work the prices set forth in CONTRACTOR's bid or proposal amount of \$ _____. Progress payments shall be made for each portion of the work satisfactorily completed. Notwithstanding the foregoing, CITY shall be authorized to withhold a retention from payments in the maximum amount permitted by law.

At the written request and expense of CONTRACTOR, securities equivalent to any moneys withheld by the CITY to ensure performance under this Agreement shall be deposited with the CITY, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR. Alternatively, CONTRACTOR may request that the CITY shall make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR. At the expense of CONTRACTOR, CONTRACTOR may direct the investment of the payments into securities, and CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for securities deposited by CONTRACTOR.

Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of this Section. Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which CONTRACTOR and the CITY mutually agree in writing. CONTRACTOR shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If CONTRACTOR elects to receive interest on moneys withheld in retention by the CITY, it shall, at the request of any subcontractor performing more than five percent (5%) of CONTRACTOR's total Proposal, make that option available to the subcontractor regarding any moneys withheld in retention by CONTRACTOR from the subcontractor. Further mandatory details are provided in Public Contract Code Section 22300(d), which is incorporated herein by this reference.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

3. CUSTOMER CARE: CONTRACTOR, while fulfilling the terms of this Agreement, shall provide exceptional customer care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INCORPORATED DOCUMENTS: The Notice Inviting Bids attached hereto, and Instructions to Bidders, and attachments thereto, all of which are incorporated by reference herein, and this written agreement (collectively, "Contract Documents"), shall constitute the entire agreement between the parties. This Contract is intended to require a complete and finished piece of work, and the CONTRACTOR shall perform all work necessary to properly complete the work and the Project in accordance with all applicable local, State, and federal regulations, laws and statutes, whether set out specifically in the Contract Documents or not. Should it be ascertained that any inconsistency exists between any of the Contract Documents, the provisions of this written agreement shall control.

5. TERM OF CONTRACT: CONTRACTOR agrees to complete the Project and all of the work within **40** working days excluding the coating period from the date of Notice of Proceed ("completion date"). CONTRACTOR agrees further to the assessment of liquidated damages in the amount of **\$1,080** for each calendar day the work remains incomplete beyond the completion date. CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR under this Contract. Progress payments made after the scheduled date of completion shall not constitute a waiver of liquidated damages. The CITY may cancel this Agreement at any time with or without cause and without penalty upon thirty (30) days' written notice. In the event of termination without fault of CONTRACTOR, CITY shall pay CONTRACTOR for all services satisfactorily rendered prior to date of termination,

which in any case shall not exceed the total Contract price, and such payment shall be in full satisfaction of all services rendered hereunder.

6. INSURANCE: CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on its 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 CITY a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees 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 products/completed operations and all other activities undertaken by the CONTRACTOR in the performance of this Agreement, - - or - - :

(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) 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.

(4) Other required insurance, endorsement or exclusions as required by the plans and specifications.

(5) The policies of insurance required in this Section b shall have no less than the following limits of coverage:

- death;
- (i) \$2,000,000 (Two Million Dollars) for bodily injury or
 - (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 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 the named additional insureds;
- (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; and
- (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 their expiration of any required policies of insurance.

7. LABOR CODE COMPLIANCE:

a. 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 two hundred dollars (\$200.00) 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 this Contract, by him or by any subcontractor under him, in violation of the provisions of said Labor Code.

b. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for compliance with Section 1777.5 for all apprenticeable occupations. Prior to commencing work under this Agreement, CONTRACTOR shall provide CITY with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, CONTRACTOR and each of its subcontractors shall submit to the CITY a verified statement of the journeyman and apprentice hours performed under this Agreement.

c. 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.

d. CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires CONTRACTOR and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the CITY of the location of the records.

e. For every subcontractor who will perform work on the project, CONTRACTOR shall be responsible for such subcontractors' compliance with Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815, and CONTRACTOR shall include in the written contract between it and each subcontractor copies of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 and a requirement that each subcontractor shall comply with these aforementioned sections. CONTRACTOR shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of a failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure.

f. CONTRACTOR truthfully represents that at the time CONTRACTOR submitted its bid or proposal for this Project, and thereafter, CONTRACTOR possessed, and now possesses the required license(s) from the State Contractors State Licensing Board, and as required in the bid documents, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of CONTRACTOR to practice its trade(s) and complete the Project. CONTRACTOR agrees to not be debarred at any time through the duration of this Agreement. CONTRACTOR has investigated and represents and will ensure that all subcontractors possessed and now possesses a valid specialty trade license in its trade, as well as all permits, qualifications, insurance and approvals of any nature that are legally required of the subcontractor to practice its trade during the term of this Agreement and at the time the CONTRACTOR's bid was submitted. All licenses must comply with California Business and Professions Code Section 7057 regarding a general building contractor. CONTRACTOR and all subcontractors must comply with business license requirements of the CITY. CONTRACTOR shall not perform work with debarred subcontractor pursuant to Labor Code Section 1777.1 or 1777.7.

8. UNRESOLVED DISPUTES: In the event that a dispute arises between the CITY and CONTRACTOR regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. In the event of any dispute or controversy with the CITY over any matter whatsoever, CONTRACTOR shall not cause any

delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. CONTRACTOR shall keep accurate, detailed records of all disputed work, claims and other disputed matters. Public Contract Code Section 20104, *et seq.* and Brea City Code chapter 1.12 (“Claims Against the City”) shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

9. ANTI-TRUST CLAIMS: In entering into this Agreement, CONTRACTOR offers and agrees to assign to the CITY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR without further action or acknowledgment by the parties.

10. TRENCHING AND EXCAVATIONS: If the Project involves trenching more than four (4) feet deep, CONTRACTOR shall promptly and before the following conditions are disturbed notify the CITY in writing of any: material that CONTRACTOR believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; subsurface or latent physical conditions at the site differing from those indicated; or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The CITY shall investigate the conditions, and if the CITY finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in CONTRACTOR’s cost of or the time required for performance of any part of the work, the CITY shall issue a change order.

In addition, whenever work under the Agreement that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, CONTRACTOR shall submit for acceptance by CITY or by a registered civil or structural engineer employed by CITY to whom authority to accept has been delegated (“Engineer”), in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by CONTRACTOR, and all costs therefor shall be included in the price named in the Agreement for completion of the work as set forth in the Agreement. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the CITY or on any CITY officer, agent, or employee. All plans, plan review, processing and shoring costs are CONTRACTOR’s responsibility.

11. UTILITIES: The CITY acknowledges its responsibilities under Government Code section 4215 concerning existing utilities and that section is incorporated herein by this reference.

12. LOCATION OF EXISTING ELEMENTS: The methods used and costs involved to locate existing elements, points of connection and all construction methods are CONTRACTOR's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the CITY. Prior to commencement of work on the Project, CONTRACTOR, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. Alert and other private underground locating firm(s), utilizing specialized locating equipment and/or hand trenching.

13. 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 defend, indemnify and hold the CITY, its elected official, officers, employees, agents and volunteers free and harmless with respect to any and all actions, claims, liens, stop notices, 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 entity in any way arising out of or in connection with the acts, omissions, willful misconduct, work, operations, violation of the Labor Code or any other code or regulation, and/or activities of the CONTRACTOR, its agents, employees, subcontractors, and/or invitees in or related to the performance of this Agreement (collectively, "Claim(s)"), 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, as determined by a final court decision or agreement of the parties, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any Claim(s) and will pay all costs and expenses, including actual attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment rendered against the CONTRACTOR or CITY as a result of any Claim(s) hereunder, and the CONTRACTOR agrees to indemnify and 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 in connection with any Claim(s) hereunder, the CONTRACTOR agrees to pay to CITY any and all costs and expenses incurred by CITY in such action or proceeding together with actual attorneys' fees.

So much of the money due to the CONTRACTOR under and by virtue of this Contract, as shall be considered necessary by CITY, may be retained by CITY until CONTRACTOR has satisfied its indemnity obligations under this Section.

14. ASSIGNMENT: CONTRACTOR shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without the CITY's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and CONTRACTOR shall hold harmless, defend and indemnify the CITY and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

15. CONTRACTOR'S REPRESENTATIONS: CONTRACTOR represents, covenants and agrees that: a) CONTRACTOR is qualified and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent CONTRACTOR's full performance under this Agreement; c) there is no litigation pending against CONTRACTOR or any owner or officer thereof, involving theft, dishonesty or fraud involving a public works project, and neither CONTRACTOR nor any owner or officer thereof not the subject of any criminal investigation or proceeding involving a public works project; and d) to CONTRACTOR's actual knowledge, neither CONTRACTOR nor any owner or officer thereof has been convicted of a felony involving theft, dishonesty or fraud in connection with a public works project, within the last ten (10) years.

16. NOTICES: Except as otherwise required by law, any notice, payment, or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the CITY's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To CITY:
Director of Public Works
City of Brea
1 Civic Center Circle
Brea, California 92821

To CONTRACTOR:

17. **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, or on any other basis specified in Government Code Section 12940, 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.

18. **APPLICABLE LAW**: The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding the choice of law rules. Venue for any such action relating to this Agreement shall be in the Orange County Superior Court.

19. **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.

20. **ENTIRE AGREEMENT**: This Agreement, including the Contract Documents, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

21. **NON-WAIVER OF TERMS**: Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONTRACTOR constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONTRACTOR, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement as of the Effective Date set forth above.

CONTRACTOR _____

State of California

Contractor License No. _____

By: _____

By: _____

Title: _____

Title: _____

(two corporate signatures required if corporation)

CITY OF BREA, CALIFORNIA

By: _____
Mayor

Attest: _____
City Clerk

SECTION E

SPECIAL PROVISIONS

All the Work to be done under this contract shall be in accordance with these Special Provisions and the **“GREENBOOK” Standard Specifications for Public Works Construction**, 2015 edition, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of Associated General Contractors of California. Copies of the Standard Specifications are available from the publisher:

*BNi Building News
3055 Overland Avenue
Los Angeles, California 90034
(213) 202-7775*

The Standard Specifications set forth above, referred hereinafter as Standard Specifications, will control the general provisions, construction materials, and construction methods for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of these Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment, elaboration, or specifying options, are called out.

PART 1

GENERAL PROVISIONS

SECTION 1

TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS

[Add or redefine the following:].

AGENCY - The City of Brea.

Board - The City Council of the City of Brea.

Caltrans - The State of California Department of Transportation.

County - The County of Orange.

Engineer - The City Engineer of the City of Brea or his authorized representative.

SECTION 2

SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT

[Replace with the following:].

Within **10 working days** after the date the AGENCY'S award of contract, the Contractor shall execute and return all contract documents required by the AGENCY. The AGENCY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the AGENCY until executed by the authorized AGENCY officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the AGENCY, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 CONTRACT BONDS

[Add the following:].

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until 35 days after the date of recordation of the Notice of Completion.

In conformance with the State of California Government Code, Chapter 13, Section 4590, the Contractor may substitute securities for any monies withheld by the City to endurance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the AGENCY, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon notification by AGENCY of Contractor's satisfactory completion of the contract.

The type of securities deposited and the method of release shall be approved by the AGENCY.

For additional warranty requirements please see the Technical Specifications.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

[Add the following:].

Only written authorization from the AGENCY shall be binding over any deviation or change in the Plans and Specifications. Please refer to SECTION 3 - CHANGES IN WORK for further explanation. The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the as-built conditions. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met. Reference in the Special Provisions to "State Standard Specifications" shall mean the Standard Specifications, 2015 edition, of the State of California, Department of Transportation. Copies of these specifications may be obtained from:

*State of California - Department of General Services
Publications Distribution Unit
P.O. Box 1015
North Highlands, California 95660*

Reference in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Brea, and where applicable, the following:

Standard Plans for Public Works Construction, published by the American Public Works Association, 2015 edition.

Standard Plans, published by the Orange County Environmental Management Agency.

Standard Plans, published by the State Department of Transportation, 2015 edition.

2-5.3 Submittals

2-5.3.1 General

[Add the following]

Within 10 working days after the date the AGENCY'S award of contract, the Contractor shall identify submittals which will be required by each section of the specifications and determine the date on which each submittal will be made. Submittal schedule shall be in matrix form. Submittals shall be consecutively numbered and shall include the specification section number to which they pertain. Contractor shall be responsible for on time delivery and processing of submittals so as not to impede progress of work.

For additional submittal requirements please see the Technical Specifications.

2-6 WORK TO BE DONE

This project consists of but not limited to repairing, demo, and replacing sections of the existing roof system with City furnished roofing material to the existing Fire Station No. 3 per the most current building code. For further explanation of the scope of work please see the Technical Specifications.

The City will refer the contractor to the Technical Specifications for what materials contractor is to supply.

2-10 AUTHORITY OF BOARD AND INSPECTION

[Add the following].

The Contractor shall give at least 24 hours advance notice when he or his subcontractor will start or resume the work.

The above notice is to be given during working hours, exclusive of Saturday, Sunday or AGENCY holidays for the purpose of permitting the Engineer to make necessary assignments of his representatives.

If the Contractor elects to work under this contract more than 8 hrs./day or more than 40 hrs./week, Saturday, Sunday, or AGENCY holidays, he shall arrange with the Engineer for the required inspection service and pay the **Special Inspection Fees** which will be charged at the following rates:

4 hrs. or less/day - \$380.00
4 hrs. to 8 hrs./day - \$760.00

When Special Inspection is required, the Contractor shall notify the AGENCY and pay inspection fees 24 hours in advance. If the Contractor is directed by the AGENCY to work under this contract more than 8 hrs./day or more than 40 hrs./week, the Special Inspection fee requirements will be waived.

For additional inspection requirements please see the Technical Specifications.

SECTION 3 CHANGES IN WORK

3-3 EXTRA WORK

3-3.2 Payment

3-3.23 Markup.

[Delete Subsection in total and replace with the following:].

- (a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor.....	15
2) Materials	10
3) Equipment Rental	10*
4) Other Items and Expenditures	10

* Equipment Rental rates shall be based on the latest applicable Caltrans Equipment Rental Rates

To the sum of the costs and markups provided for in the subsection, 1 percent shall be added as compensation for bonding.

- (b) **Work by Subcontractor.** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

SECTION 4 CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

[Add the following:].

The Contractor and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this contract as to the quality of materials, equipment, and workmanship. The Contractor, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the Contractor shall also restore to full compliance with requirements of this contract any portion of the Work which is found to not meet those requirements. The Contractor shall hold the AGENCY harmless from claims of any kind arising from damages due to said defects or noncompliance.

Security of this guarantee shall be in the form of a Warranty Bond furnished to the AGENCY by the Contractor. There shall be specific wording in the Warranty Bond that includes the guarantee or warranty of the labor and materials for a one year period, commencing from the recording date of the Notice of Completion by the County Recorder. The guaranteed amount shall be for 100 percent of the total amount earned to date as indicated on the final progress payment. The AGENCY reserves the right to withhold the retention until the Warranty Bond has been accepted by the AGENCY.

The Contractor shall make all repairs, replacements, and restorations covered by the Warranty Bond within 10 working days after the date of the Engineer's written notice. Failure to comply with such notice, will cause the AGENCY to file claim against the bond.

Excepted from the Warranty Bond will be defects caused by acts of God, acts of the AGENCY, acts of vandals, or by acts of others outside or beyond the control of the Contractor.

Refer to the Technical Specifications for further requirements regarding additional warranties necessary.

4-1.4 Test of Materials

[Replace the third sentence of the first paragraph with the following:].

Unless otherwise provided, all testing shall be performed under the direction of the Engineer and the AGENCY will bear the cost of initial testing of material and workmanship which are required by the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

4-1.6 Trade Names or Equals

[Replace the last two sentences of the first paragraph with the following:].

Approval of equipment and materials offered as equivalents to those specified must be obtained as set forth in the Instructions to Bidders.

SECTION 5 UTILITIES

5-1 LOCATION

[Replace the first sentence of the last paragraph with the following:].

The location and existence of any utility or substructure was obtained from a search of available records. No guarantee is made or implied that the information is complete or accurate.

It shall be the Contractor's responsibility alone to determine the location of utilities or substructures of every nature and to protect them from damage.

The Contractor shall locate all utilities, including service connections, which may affect or be affected by the Work.

5-4 RELOCATION

[Replace the second sentence of the last paragraph with the following:].

When not otherwise required by the plans and specifications and when directed by the Engineer, the Contractor shall arrange for the relocation of service connections, as necessary.

5-5 DELAYS

[Add the following paragraph:].

All notification to utility companies insofar as the relocation or removal of a utility shall be made by the Engineer based on Contractor's request as submitted to the Engineer at least 48 hours in advance of the needed work. Any costs for delay of the Contractor of utility companies in this regard shall be assigned to the Contractor, if these costs are a result of the Contractor's request being untimely in any respect excepting thereof any delay cost incurred as a result of the utility company not responding at their agreed time.

SECTION 6 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

[Replace the first sentence of the first paragraph with the following:].

The Contractor's proposed construction schedule shall be submitted to the Engineer within 10 working days after the date of the AGENCY'S execution of the Contract Agreement. Prior to issuing the Notice to Proceed, the Engineer will schedule a preconstruction meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination, discuss construction methods, and clarify inspection procedures. The Contractor shall submit progress reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

For specifics on sequencing, scheduling and project conditions please refer to the Technical Specifications.

[Add the following:]

Record Keeping: The Contractor shall submit daily progress reports to the Engineer via the Internet utilizing a web site address **VPM@www.virtual-pm.com** managed by the Agency. This web site, "Virtual Project Manager" will be used exclusively by site foreman to record daily progress, problems, additions/deletions and or request change orders for review by engineer/inspector and Project Manager. The Job site supervisor (Contractor) is required to have access and knowledge to utilize a digital camera and Internet. Daily use of computer is required to input aforementioned documents.

6-2 PROSECUTION OF WORK

If the Engineer determines that the Contractor is failing to prosecute the work to the proper extent, the Contractor shall, upon order from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the work as described herein shall be included in the Contractor's bid. Should the Contractor fail to take the necessary steps to fully accomplish said purposes after orders of the Engineer; the work may be suspended in whole or part, or payment withheld, until the Contractor takes said steps.

If work is suspended through no fault of the City, all expenses and losses incurred by the Contractor during such suspensions shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the work during periods of suspension, the City may elect to do so, and deduct the cost thereof from monies due the Contractor. Such actions will not relieve the Contractor from liability.

6-7 TIME OF COMPLETION

6-7.1 General

[Add the following:].

The time within which the Work must be completed by the Contractor is fixed at **40** working days, starting from and after the date in the **Notice to Proceed** with the Work, exclusive of maintenance periods.

6-7.2 Working Day

[Add the following:].

The Contractor's activities shall be confined to the hours between 7:00 A.M. to 4:00 P.M., Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

[Delete subsection in total and replace with the following:].

A working day is any day within the period between the date of the start of the Contract time as specified in 6-1 and the date of field acceptance of the Work by the Engineer, other than:

1. Saturday and Sunday.
2. Any day designated as a holiday by the Agency.
3. Any other day designated as a holiday in a Master Labor Agreement entered into by the Contractor or on behalf of the Contractor as an eligible member of a contractor association.
4. Any day the Contractor is prevented from working at the beginning of the workday for cause as specified in 6-6.1
5. Any day the Contractor is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as specified in 6-6.1.

Refer to the Technical Specifications for further requirements regarding each working day.

6-9 LIQUIDATED DAMAGES

[Amend the third sentence of the first paragraph to read:].

For each consecutive **Calendar Day** in excess of the time specified for the completion of the work, as adjusted in accordance with 6-6, the contractor shall pay to the Agency, or have withheld monies due it, the sum of **\$1,080.00**.

SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES

[Add the following:].

A noise level limit of 95 dbL at a distance of 50' shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

7-2 LABOR

7-2.1 General

[Add the following:].

The Contractor will be required to submit weekly certified payrolls for the project. The Contractor shall also submit payrolls for all subcontractors who perform work in excess of \$1,000.

The payrolls reflect payment of the prevailing wage to all employees plus required fringe benefits. Failure to comply with this requirement may be cause for the City to stop construction or to withhold contract payments until the Contractor shows compliance.

7-2.2 Laws

[Add the following:].

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all AGENCY, State and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE

[Delete the entire subsection:].

7-3.1 Insurance

[Add the following:].

Contractor shall, prior to execution of an Agreement with the AGENCY, comply with the provisions of AGENCY's insurance requirements as follows:

Except as provided in 6-10, Contractor hereby agrees to protect, defend indemnify and hold harmless AGENCY, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Contractor's employees and damage to Contractor's property, arising directly or indirectly out of the obligations or operations herein undertaken by Contractor, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY. Contractor will conduct all defense at its sole cost and expense and AGENCY shall approve selection of Contractor's counsel. City shall be reimbursed for all costs and attorney's fees incurred by the AGENCY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. The AGENCY will not be liable for any accident, loss or damage to the Work prior to its completion and acceptance, except as provided in 6-10.

The cost of this insurance shall be included in the Contractor's Bid.

7-5 PERMITS

[Delete Subsection in total and substitute with the following:].

Prior to the start of any work, the Contractor shall take out the applicable AGENCY permits and make arrangements for AGENCY inspections. The AGENCY will issue the permits at no charge to the Contractor. The Contractor and all subcontractors shall each obtain an AGENCY business license, and shall be licensed in accordance with State Business and Professions Code. The Contractor, at no additional cost to the AGENCY, shall also obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or entity.

7-8 PROJECT SITE MAINTENANCE

7-8.4.2 Storage of Equipment and Material in Public Streets

Construction materials shall not be stored in streets more than 5 days prior to usage on the project. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the Contractor – at Contractor's expense, unless authorized additional storage time.

Construction equipment shall not be stored at the work site before its actual use on the work, nor for more than 5 days after it is no longer needed.

In no event is Contractor to stockpile material, tools or equipment in the parkways.

Construction Area Maintenance

Throughout all phases of construction, including suspension of work, and until the final acceptance, the Contractor shall keep the site clean and free from rubbish and or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. This is to include the removal of all utility markings (Underground Service Areas – USA) made as a part of the project.

Payment for “Final Cleaning-Up” is considered included in the various contract bid items of work and NO additional compensation will be allowed therefore.

7-8.5 Temporary Light, Power & Water

[Delete the final paragraph and replace it with the following to the end of the section:]

Water shall be obtained through the AGENCY’s Finance Department. In order to obtain construction water from an AGENCY fire hydrant, the Contractor will be required to obtain an AGENCY supplied hydrant meter. A \$1,500 refundable deposit is required on the meter. An “Eddy” valve must be attached to the temporary meter for the purpose of operating the hydrant. The Contractor may elect to use an AGENCY provided “Eddy” valve. The rental on the “Eddy” valve is \$60 per month and a \$400 refundable deposit is required. The service charge is monthly and will not be prorated.

The cost for the meter and water used shall be charged in accordance with City Council Resolution No. 95-95. These charges are as follows:

Meter Service Charge Per Month	Rate Per 100 Cubic Feet
\$130.00	\$4.91

Any unauthorized use of AGENCY water from a fire hydrant or other AGENCY facility will be estimated by the AGENCY as to usage and invoiced to the Contractor at three times the rate schedule above and a fine of \$300 per citation and deducted from progress payments. The Contractor shall not use water or power from private residences.

The cost of water and power used by the Contractor is considered included in the various contract bid items of work and NO additional compensation will be allowed therefore.

7-8.6 Water Pollution Control

7-8.6.1 General

[Add the following to the end of the section:].

The Contractor shall comply with all Waste Discharge Requirements for Discharge of Storm Water Associated with Construction Activities.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

[Delete the second paragraph and substitute with the following:].

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits which are not designated for removal (e.g., curbs, gutters, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, and structures.) which are damaged or removed as a result of his operations.

Relocations, repairs, replacements or reestablishments shall be equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

[Delete the last paragraph and substitute the following:].

All cost to the Contractor for protecting, removing, restoring, repairing, replacing, or reestablishing existing improvements shall be included in the bid in other items of work unless otherwise specified.

SECTION 8 FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL

[Add the following:].

No field offices for AGENCY personnel will be required, however, the AGENCY personnel shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor, at any time during the operation of the Work.

SECTION 9 MEASUREMENT AND PAYMENT

9-3 PAYMENT

9-3.1 General

[Delete the last paragraph and substitute with the following:].

At the expiration of 35 days from the filing and recording of the Notice of Completion of the Work, the amount deducted from the final estimate and retained by the AGENCY will be paid to the Contractor except such amounts as required to be withheld by properly executed and filed to stop payment, or as may be authorized by the contract.

When no bid item is provided for work/improvement shown or indicated on the plans and specifications, payment for such work/improvement will be considered to be included in various applicable items of work.

9-3.2 Partial & Final Payment

[Amend the first sentence of the first paragraph to read:].

The closure date for the purpose of making partial progress payments will be the last day of each month. The Contractor may request, in writing, that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY'S payment procedure.

Each month, the Contractor shall meet with the Engineer, a minimum of three working days prior to the submittal of the progress payment to the AGENCY, to finalize and receive approval regarding the measurement of the Work performed through the closure date and the estimated value of the progress payment based on the contract Unit Prices or as provided for in Section 9-2. Any progress payment submitted without such approval will be considered incomplete and returned to the Contractor and no payment shall be considered until such approval is obtained.

[Add the following to the end of the section:].

Payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of specifications and plans indicating the as-built conditions.

At the request and expense of the Contractor, who shall retain beneficial ownership and receive interest, if any thereon, the AGENCY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by the AGENCY.

[Add the following subsection:]

9-4 Description of City Furnished Items

It shall be understood that the contractor is to provide all labor, equipment, and miscellaneous materials to install the City furnished and purchased roofing system over the properly prepared substrate for the indicated roof sections at The City of Brea, Fire Station No. 3. All owner supplied materials and quantities are listed below. Additional materials required to complete this project should be included in the contractor's bid i.e.: Roof drains and Antenna removal, etc... Contractor will be responsible to coordinate material orders with Garland, unload all material deliveries, safely and securely stage materials and load all materials to roof.

Owner Supplied Materials; please verify amounts needed prior to bid as any additional materials required to complete project will be supplied by contractor.

Owner Supplied Materials

Metal Roof Replacement

	UNIT	QUANTITY
1. R-Mer-Lock 22ga	16" Panels	6,800 SF
2. R-Mer Seal Underlayment	200 SF Roll	40 Rolls
3. R-Mer Flat Stock, 22ga	4'x10' sheet	50 Sheets
4. Al-Sil Sealant	10.3 Oz. Tubes	60 Tubes
5. Butyl Sealant Tape	Case of 12	3 Cases
6. Tuff-Stuff MS True White	10.3 Oz. Tubes	30 Tubes

Fluid Applied Roofing

	UNIT	QUANTITY
1. White-Knight Plus WC	4g/SF 55g Barrel	3
2. Kee Lock Mastic	3.5 Gallon Pail	10
3. Unibond Self Adhering 6"	6' wide roll	6
4. Tuff-Stuff MS True White	10.3 Oz Tube	50

PART 6

TEMPORARY TRAFFIC CONTROL

SECTION 601

WORK AREA TRAFFIC CONTROL

[Replace the entire section and replace with the following:]

601-1 PUBLIC CONVIENCE AND SAFETY

601-1.1 PROTECTION OF THE PUBLIC

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exist against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operation and when in the opinion of the Engineer, immediate action shall be considered necessary in order to protect in the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as may be necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expense incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

PART 9

TECHINICAL SPECIFICATIONS

SECTION 07550

FLUID APPLIED ROOFING

THE CITY OF BREA, FIRE STATION NO. 3

PART 1 GENERAL

1.1 SCOPE OF WORK:

- A. Contractor shall provide labor and miscellaneous materials to install owner furnished materials as indicated in this specification. Owner supplied CMAS materials are listed in the back of this specification per building section specified.
- 1. All perimeter and field sections indicated on drawings shall be inspected for deficiencies including splits, blisters, flashings, open areas and repaired accordingly.
- 2. All roofs shall be cleaned of dirt and debris. Drains inspected and tested.
- 3. Replace fasteners as needed. Remove loose fasteners, replace with new oversized neoprene fasteners. All loose coating shall be clean and removed.
- 4. Owner and manufacturer shall approve substrate prior to commencement of application of fluid applied roofing.
- 5. After all repairs have been approved, power-wash and clean roof with TSP or Simple green. Allow to dry 100%. Remove all stains and loose materials.
- 6. All roof-top flashing shall be fluid applied as specified herein. This is a 3 course application per details. 3 course repairs shall be kee-lock mastic and polyester. Caulk all penetrations with tuff stuff white.
- 7. Drain areas shall be 3 coursed with white knight and polyester a 10x10 area. All low drains areas indicated on drawings shall also receive a 6" area of 3 course white knight and polyester. All drain rings shall be removed and the polyester and white knight shall compress under the drain ring.
- 8. Final coating of roof with 4 gallons of white knight plus, wc, owner supplied. Contractor shall back-roll all white knight in addition to spraying. Install white knight in 2, 24 hours apart. Coating shall be consistently applied indicated with a clean monolithic texture. Lightly coated areas not meeting application rate will not be accepted.

1.2 REFERENCES

- A. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- B. Factory Mutual Research (FM): Roof Assembly Classifications.
- C. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- D. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.

- E. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- F. Warnock Hersey (WH): Fire Hazard Classifications.
- G. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- H. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- I. UL - Fire Resistance Directory.
- J. California Title 24 Energy Efficient Standards.

1.3 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Factory Mutual Class A Rating.
 - 2. Underwriters Laboratory Class A Rating.
 - 3. Warnock Hersey Class A Rating.
- C. LEED: Roof system shall meet the reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- D. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions.
- C. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor for this specific project. Contractor must supply approval letter from Garland indicating specific approval for this project.
- C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 - 1. Record minutes of the conference and provide copies to all parties present.
 - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Contractor responsible to coordinate delivery of City supplied materials, carefully inspect quantities and condition of material, notating at time of signature and deficiencies of such. Contractor shall deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation. Any losses, thefts or damage to materials after delivery will be the responsibility of the contractor.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.8 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.9 WARRANTY:

- A. Installers warranty: Contractor shall supply a 3 year warranty which shall be non-prorated for all labor and materials. Warranty shall be approved by manufacturer and supplied with bid documents.
- B. Manufacturer's warranty: Manufacturer shall supply a 10 year warranty for roof restorations, non pro-rated for all labor and materials covering all components of roofing system.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. CMAS Owner Supplied Materials as indicated in the back of this specification provided by Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Peter Cochran 949.295.0447 Web Site: www.garlandco.com.
- B. Owner supplied materials may not be substituted.

2.2 FLUID APPLIED ROOFING SYSTEM AND REPAIRS.

- A. KEE Stone Urethane mastic.
- B. Tuff Stuff true white non-sag urethane caulking.

- C. White knight plus wc heavy solids urethane coating.
- D. Grip polyester soft: Reinforcement for fluid applied systems low areas, drains, angles, water-ways.

2.3 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Liquid Flashing Tuff Flash LO, 2 part: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings. Contractor purchased, membrane manufacturer supplied.
 - 1. Tensile Strength, ASTM D 412: 400 psi
 - 2. Elongation, ASTM D 412: 300%
 - 3. Density @77 deg. F 8.5 lb/gal typical

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION FOR RE-ROOFING:

- A. General: Clean surfaces thoroughly prior to installation.
 - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
 - 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
 - 3. Roof surface to receive roofing or restoration system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 - 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
 - 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 - 6. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

3.3 GENERAL INSTALLATION REQUIREMENTS FLUID APPLIED ROOFING,

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
- B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
- C. Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the modified bituminous roofing system.
- D. All roof restoration sections to receive 4 gallons on field and patch/repair areas to receive an additional .5 gallons over patches or to fully absorb patch materials.
- E. Apply roofing materials as specified herein unless recommended otherwise by manufacturer's instructions. Keep roofing materials dry during application. Phased construction can be allowed as long as no, more than seven (7) days pass between coats.

3.4 CLEANING AND SURFACE PREPARATION FOR RESTORATION SECTIONS

- A. Any and all defects in existing membrane must be repaired or replaced prior to the application of the coating system to the satisfaction of materials manufacturer prior to application of fluid applied roofing. This included blisters, low areas, ridges, splits, cracks and all defects that may affect roofing performance and longevity.
- B. The surface must be clean, dry and free of loose scale, loose rust, dirt, mold, mildew, dust and debris. Remove all loose coatings to the satisfaction of materials manufacturer.
- C. After repairs, power washing to remove all loose rust or scale is mandatory before application. Use a high volume air broom or compressed air to remove residual dust. Observe all applicable OSHA regulations.
- D. Allow roof to dry 100% prior to application of fluid applied roofing.

3.5 RESTORATION PRODUCT APPLICATION PRE-TREATMENTS

- A. Known Growth - General Surfaces: Once areas of moss, mold, algae and other fungal growths or vegetation have been removed and surfaces have also been thoroughly cleaned, apply a biocide wash at a maximum spread rate of 0.2 gallons/square, to guard against subsequent infection. Allow to dry onto absorbent surfaces before continuing with the application. On non-absorbent surfaces, allow to react before thoroughly rinsing to remove all traces of the solution. Note: See Health & Safety data before use.

3.6 FLUID APPLIED ROOFING APPLICATION SEAMS, FLASHINGS AND FIELD

- A. Application of White-Knight Plus WC on field seams, flashings and penetrations before application of White-Knight Plus WC verify that the surface to be coated is cleaned and prepared properly. At any time during the application of the White-Knight Plus WC system, if roof surface becomes contaminated with dirt, dust or other materials that will interfere with adhesion of the coatings then cleaning

measures must be taken to restore the surface to a suitable condition. Dust should be blown off of surfaces to be coated with compressed air or blowers before application of White-Knight Plus WC. All required materials must be applied at specified dry film thickness.

- B. For specified flashing sections, drain areas and waterways, Apply White-Knight Plus WC at in 2 coats with a minimum application rate of 2 gallon per 100 square feet (.82 L/m²). This application of White-Knight Plus WC should be a minimum 6" wide stripe over all seams, flashings and around penetrations. Allow to dry for a minimum of 24 hours before applying finish coats. Drains to receive a 10'x10' section fully reinforced, waterways receive a 6' wide section, fully reinforced with polyester. All angles receive 12" of full reinforcement
- C. Apply White-Knight Plus WC in a uniform manner at minimum application rate where specified of 4.5 to 5.0 gallon per 100 square feet (.82 L/m²) over seams and 3 course areas.
- D. Coating shall be applied in strict accordance with manufacture's published directions and instructions.
- E. All material must be applied smoothly with proper film thickness, at a uniform spread rate of 4 gallons per 100 sq ft in 2 coats.
- F. Keep wet film gauges on-hand at all times during the application process to ensure proper coverage. Coverage rates below will designate gallons, wet mils, and dry mils.
- G. 4 gallons will equal 64 wet mils 51 dry mils for all field areas, un-reinforced.
- E. Liquid Flashing:
 - 1. Mask target area on roof membrane with tape.
 - 2. Clean all non-porous areas with isopropyl alcohol.
 - 3. Apply 32 wet mil base coat of liquid flashing over masked area.
 - 4. Embed polyester reinforcement fabric into the base coat of the liquid flashing.
 - 5. Apply 48-64 wet mil top coat of the liquid flashing material over the fabric extending 2 inches (51 mm) past the scrim in all directions.
 - 6. Apply minerals immediately or allow the liquid flashing material to cure 15-30 days and then install reflective coating.

3.7 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.8 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.9 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field inspections 4 days per week.
- B. Warranty shall be issued upon manufacturer's acceptance of the installation.
- C. Field observations shall be performed by a representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
- D. Provide observation reports from the Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
- E. Provide a final report from the Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.
- F. Owner furnished materials: On the following page is a list of materials as supplied by the district under their CMAS authority. The quantities are complete and final. Should the bidding contractor determine additional materials are necessary to complete job per specifications, contractor must purchase from manufacturer. Those costs shall be included in their bid amount.

<u>Product</u>	<u>Coverage/Unit Size</u>	<u>Product Number</u>	<u>Quantity</u>
White-Knight® Plus WC	4g / sq. 55g barrel	7838-55-U	3
Kee Lock Mastic	3.5 Gallon pail	7841-3	10
Unibond self adhering 6"	6" wide roll x	6340-6	6
Tuff-Stuff MS True White	10.3oz/Tube	2130TRUWHITE	50

END OF SECTION

SECTION 074100
METAL ROOF PANELS
THE CITY OF BREA, FIRE STATION NO. 3

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Standing seam metal roofing system.
- B. Standing seam metal roofing accessories.
- C. Metal roofing accessories.
- D. Required underlayment

1.2 RELATED SECTIONS

- A. Section 07 42 14 – Metal Wall Panels
- B. Shop Drawings

1.3 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this Section.
- B. Provide all labor, equipment, and miscellaneous materials to install City furnished CMAS materials for indicated roofing sections/buildings over the properly prepared substrate for The City of Brea Fire station 3. The installer shall be financially responsible to purchase additional materials necessary to complete the project should additional materials be needed. City furnished materials are listed with quantities on the back of this specification section.
- C. Contractor responsible to unload all materials from delivery trucks as materials will be staged at the Site. Contractor is responsible to unload those materials at the site and load to roof. Materials accepted to site by contractor shall then be contractor's 100% responsibility.

1.4 SCOPE OF WORK LEAVE EXISTING SKYLIGHT IN PLACE.

- 1. Remove existing panel and underlayment to decking.
- 2. Inspect decking for deficiencies, repair or replace as approved by City.
- 3. Install insulation like and kind and city supplied underlayment per manufacturer instructions.
- 4. Install new gutters and downspouts as specified and drawn.
- 5. Install City supplied engineered metal roofing system and components as indicated and drawn per manufacturer requirements.
- 6. Flash engineered panel system into existing skylight curb.

1.5 SCOPE OF WORK REPLACE EXISTING SKYLIGHT.

- 1. Roofing contractor scope of to remain unchanged. Roofing contractor shall coordinate with skylight manufacturer for installation, details and timing of installation.
- 2. Contractor shall bid project with specified skylight system as indicated in these contract documents.

1.6 SCOPE OF WORK TO DEMO EXISTING SKYLIGHT, INSTALL NEW SUBSTRATE.

1. Roofing contractor shall demo existing skylights components, flashing system and curbing. See Engineers Specifications, plans and details for Structural drawings.
2. Contractor shall follow contract documents indicating scope, materials and installation required to assemble structural decking in place of the skylight.
3. Contractor shall install specified engineered metal panel roofing system throughout the field of the roof.
4. The remainder of the scope shall follow the shop drawing for the engineered metal panel roofing system.

1.7 REFERENCES

- A. ASTM D 1056 - Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber.
- B. ASTM D 3575 - Standard Test Methods for Flexible Cellular Materials made from Olefin Polymers.
- C. ASTM E 283 - Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
- D. ASTM E 331 - Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- E. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
- F. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
- G. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
- H. ASTM E 2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head.
- I. AAMA 501.1 - Standard Test Method for Water Penetration of Windows, Curtain Walls and Doors Using Dynamic Pressure.
- J. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- K. FM 4470 Approval Standard for Class 1 Panel Roofs.
- L. FM 4471 - Class 1 Panel Roof; Factory Mutual Research Corporation.
- M. UL 263 - Fire Tests of Building Constructions and Materials.
- N. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies.
- O. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.
- P. UL 1897 - Uplift Test for Roof Covering Systems.
- Q. SMACNA - Architectural Sheet Metal Manual.
- R. National Coil Coating Association (NCCA)
- S. NRCA - The NRCA Roofing and Waterproofing Manual.

1.8 DESIGN / PERFORMANCE REQUIREMENTS

- A. Standing Seam Roofing System: R-Mer Loc
 1. Thermal Expansion and Contraction:
 - a. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
 - b. Design temperature differential shall be not less than 200 degrees F.
 - c. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
 - d. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the Architect. Metal ridge connector may require design as per job conditions by specified manufacturer.
 - e. ASTM E 1592: Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.

- f. Underwriters' Laboratories, Inc., (UL), wind uplift resistance classification: Roof assembly shall be classified as Class 1-90, as defined by UL 580
- 2. Underwriters' Laboratories, Inc., (UL):
 - a. Underwriters' Laboratories, Inc., (UL) fire resistance P ratings for roof assemblies: If applicable, panel system shall be approved for use in an appropriate Construction Assembly, as defined by UL 263.
 - b. Underwriters' Laboratories, Inc., (UL) Class A fire rating per UL 790.
- 3. ASTM E 1680: Static pressure air infiltration (roof panels):
 - a. Pressure Leakage Rate
 - 1) 1.57 PSF 0.0054 cfm/sq.ft.
 - 2) 6.24 PSF 0.0054 cfm/sq.ft.
 - 3) 20.0 PSF 0.0027 cfm/sq.ft.
- 4. ASTM E 1646: Static pressure water infiltration (roof panels):
 - a. Pressure Result:
 - 1) 5 Gal/Hr per S.F. and Static No Leakage
 - 2) Pressure of 20.0 Psf. for 15 minutes
- 5. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolation for conditions outside test range is not acceptable.
- 6. Submit third party validation of environmental claims, prepared UL Environment, for all metal roof panels containing recycled content and/or bio based content.

1.9 SUBMITTALS

- A. Product Data: Submit product data, test reports, and certifications in accordance with quality assurance and performance requirements specified herein.
- B. Design Loads: Submit manufacturer's minimum design load calculations according to ASCE 7, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those specified herein.
- C. Shop Drawings: Approve City supplied manufacturer shop drawings specifically for this project; Provide comments if needed regarding metal products, details, and accessories, fastening details and connections and interface with other products. Make comments as necessary prior to starting the project.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- E. Closeout Submittals:
 - 1. Provide manufacturer's maintenance instructions that include recommendations for periodic checking and maintenance of installed roof system.
 - 2. Provide executed copy of manufacturer's warranty.

1.10 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.
- B. Installer Qualifications: Certified and approved installer of the sheet metal roofing manufacturer.

1.11 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.

- C. Objectives include:
1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
 5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 6. Review required inspection, testing, certifying procedures.
 7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
 8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.12 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Contractor responsible to receive materials from Garland, unload delivery trucks and sign for proper quantities and ensure there are no damaged or missing materials upon delivery. Contractor is responsible to safely protect and stage materials on site. Any thefts or damages to materials will be the responsibility of the contractor.
- C. Contractor responsible to secure any City supplied materials in contractor supplied enclosed containers which must be locked at night.
- D. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.
- E. Unload metal panels using a boom or crane, supporting the panels in at least two locations during lifting, and never lift more than three panels at a time
- F. Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.
1. Store materials above ground, on skids.
 2. Protect material with waterproof covering and allow sufficient ventilation to prevent condensation buildup or moisture entrapment on the materials.

1.13 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.14 WARRANTY

- A. Warranty:
1. 30 year limited watertight warranty for roofs over a 3:12 slope.
 2. Provide installers 5 year warranty covering roofing system installation and watertightness.

1.15 MANUFACTURER'S INSPECTIONS

- A. When the Project is in progress, the roofing system manufacturer will provide the following:
1. Report progress and quality of the work as observed.
 2. Provide job site inspections three days per week for a minimum of one hour each day. Provide photographic reports for each inspection day directly to the owner.
 3. Report to the Owner in writing any failure or refusal of the Contractor to correct

- unacceptable practices called to the Contractor's attention.
4. Confirm after completion that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

PART 2 PRODUCTS

2.1 PRODUCTS – GENERAL

- A. A list of City supplied materials are indicated at the end of this specification section.

2.2 MANUFACTURERS

- A. The CMAS materials and project design is based upon roofing systems engineered and manufactured by The Garland Company. Contact local reps: Pete Cochran 949-295-0447.

2.3 STANDING SEAM METAL ROOFING

- A. R-Mer Loc: Panel with 1-3/4 inch high standing seam with 3/8-inch high clearance between panel and substrate.
1. Width of Panel:
 - a. 16 inches.
 2. Seam Height: 1-3/4 inch.
 3. Slope: Open Purlins, Slopes down to 3:12.
 4. Slope: Solid Substrate, no framing components, Slopes down to 1-1/2 :12.
 5. Panel Clips: Minimum 18 gauge, galvanized steel or stainless steel. Two-piece clips are unacceptable.
 6. Passes:
 - a. ASTM E 1592
 - b. ASTM E 1680
 - c. ASTM E 1646
 - d. Class A Fire Rating, UL-790.
 - e. UL (Class 90) 580.
 7. Panel material:
 - a. Galvanized steel 22 gauge, G90, smooth as per ASTM A 653.
 8. Flashing and flat stock material: Fabricate in profiles indicated on Drawings of same material, thickness, and finish as roof system, unless indicated otherwise.
 9. Coated Finish:
 - a. Exposed surfaces for coated panels:
 - 1) Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
 - b. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 to .30 dry film thickness (TDF).
 10. Accessory Components:
 - a. Gable anchor clips shall be minimum 18 gauge, galvanized steel or stainless steel.
 - b. Fasteners:
 - 1) Concealed fasteners: Corrosion resistant steel fasteners (zinc plated or equal) designed to meet structural loading requirements. Provide #14 as minimum fastener size.
 - 2) Exposed fasteners: Series 410 stainless steel fasteners or one-eighth (1/8) inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.
 - c. Closures: Factory precut closed cell foam meeting ASTM D 1056 or ASTM D 3575, with metal trim matching panels when used at hip, ridge, jamb, and rake.
 - d. Provide all miscellaneous accessories for complete installation.

2.4 STANDING SEAM METAL ROOFING ACCESSORIES

- A. Underlayment:
 - 1. R-Mer Seal: 45 mil minimum high temp self adhesive membrane, installed in accordance with manufacturer's recommendations.
- B. Sealant:
 - 1. Concealed Applications: Non-Curing Butyl Sealant - Schnee-Morehead, Inc. SM5430 Acryl-R, or equal.
 - 2. Exposed Applications: UV Resistant Tripolymer Sealant.

2.5 METAL ROOFING ACCESSORIES

- A. R-Mer SS Sheet Stock: High gloss, factory painted aluminum
 - 1. Material and Thickness:
 - a. 22 gauge steel
 - 2. Color: Colonial Red

2.6 COLOR OPTIONS

- A. Standard collection:
 - 1. Colonial Red

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to receive metal roofing. Notify the Architect in writing of any defective conditions encountered. Starting of work shall constitute acceptance of such conditions.
- B. Structural Deck Substrate:
 - 1. Inspect roof deck to verify deck is clean and smooth, free of depressions, waves, or projections, and properly sloped.
 - 2. Verify deck is dry and joints are solidly supported and fastened.
 - 3. Verify wood nailers are installed and correctly located. Do not use pressure-treated wood containing salt-based preservatives or materials corrosive to steel.
- C. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, reglets are in place, and nailing strips located.

3.2 INSTALLATION

- A. Install in conformance with the NRCA Roofing and Waterproofing Manual and Manufacturers installation requirements.
- B. Form panel shape as indicated on Drawings, accurate in size, square, and free from distortion or defects.
- C. Install underlayment and eave protection sheet underlayment as recommended by the Manufacturer.
- D. Where not otherwise indicated conform to SMACNA details including flashings and trim.
- E. Install sealants where indicated to clean dry surfaces only without skips or voids..
- F. Install metal edge treatment in accordance with the manufacturer's instructions and the approved shop drawings.
- G. Install metal roofing accessories in accordance with the manufacturer's instructions and the approved shop drawings.

3.3 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

3.4 OWNER SUPPLIED MATERIALS

- A. Contractor must provide all labor to install owner supplied materials as part of their bid. All materials not specifically included in the owner supplied materials section will be the responsibility of the contractor. Contractor responsible for any equipment required to load materials from truck onto roof of each site, including but not limited to required cranes and safety requirements.
- B. List of Owner supplied materials and quantities.

<u>Product</u>	<u>Size of each</u>	<u>Quantity</u>
R-Mer-Lock 22ga	16" panel	6800 sq. ft.
R-Mer Seal underlayment	200 sq. ft. roll	40 rolls
R-Mer Flat Stock, 22 ga	4'x10' sheet	50 sheets
Al-Sil Sealant	10.3 oz./Tube	60 tubes
Butyl Sealant tape	Case 12	3 Cases
Tuff-Stuff MS True White	10.3 oz./Tube	30 tubes

END OF SECTION

APPENDIX A

CONTRACTORS BUSINESS LICENSE APPLICATION



CITY OF BREA
BUSINESS LICENSE TAX APPLICATION
OUT-OF-CITY CONTRACTORS



Please submit completed application with payment
(see fee schedule below) and copy of
current contractor's license (**pocket card**) to:
City of Brea, Business License Division,
1 Civic Center Cir., Brea, CA 92821
(714) 990-7686 office Fax (714) 671-4484
BusinessLicenseInfo@CityOfBrea.net

1. BUSINESS NAME (use exact name as contractor's license)		START DATE (Brea)	
2. BUSINESS ADDRESS (physical address)		BUSINESS TELEPHONE NO.	BUSINESS FAX NO.
3. MAILING NAME AND ADDRESS (if different from business address) Include corp. name if applicable		NO. OF EMPLOYEES (Brea)	
		LOCAL CONTACT NAME, TITLE, RESIDENCE PHONE NO.	
4. TYPE OF BUSINESS: State fully the exact nature of business.			
5. FEDERAL EMPLOYER ID NO.		STATE EMPLOYER ID NO. (EDD #)	
6. CALIFORNIA STATE CONTRACTOR'S LICENSE NO. & CLASSIFICATION	CALIFORNIA SELLER'S PERMIT NO./ RESALE NO. (if applicable)	CALIFORNIA STATE PROFESSIONAL LICENSE NO. (if applicable)	

OWNER/OFFICER INFORMATION

7. Please check the type of ownership and complete information.

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Husband & Wife	<input type="checkbox"/> Limited Liability	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	
SSN (Only Sole or Partnership):			DL # (Only Sole or Partnership):		
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	
SSN (Only Partnership):			DL # (Only Partnership):		
Name:		Title:		Home Phone No:	
Home Address:		City & State:		Zip:	

PAYMENT OF THIS TAX DOES NOT CONSTITUTE ZONING, BUILDING, OR FIRE CODE APPROVAL. CHECK WITH THE DEVELOPMENT SERVICES DEPARTMENT TO DETERMINE IF YOUR BUSINESS CAN BE LEGALLY ESTABLISHED AT YOUR LOCATION.

8. I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

Signature _____ Print Name _____ Title _____ Date _____

FOR OFFICE USE ONLY

ACCOUNT NO. _____ ORDINANCE _____ CLASSIFICATION _____

EFFECTIVE DATES _____ ISSUE DATES _____ FEE _____

NOTES: _____

SCHEDULE OF FEES (based on State contractor's classification):

	3-Months	6-Months	1-Year
CLASS A- General Engineering Contractor	\$50.00	\$90.00	\$150.00
CLASS B- General Building Contractor	\$40.00	\$60.00	\$100.00
CLASS C- Specialty Contractor	\$20.00	\$36.00	\$ 60.00

APPENDIX B

INSURANCE AND IDEMNITY REQUIREMENTS

City of Brea Insurance Requirements

Construction Projects

(Capital improvement projects, other construction and remodeling, etc.)

Asbestos Related Projects

(Abatement, removal, etc.)

The insurance requirements below summarize, but do not supersede, the insurance requirements addressed in the body of the Bid Specifications. You are advised to refer to the bid specifications in addition to the information provided below. (Some projects may have different/additional requirements).

It is highly recommended that you consult your insurance carrier(s) or broker(s) to determine in advance of bid submission the availability and cost of insurance as prescribed and provided herein. Failure to comply with the insurance requirements may result in your bid or proposal not being considered for award of contract. While unlikely to be granted, any proposed deviations from the standards listed below will require City pre-approval.

Type of Insurance Coverage	General Liability	Automobile Liability	Workers' Compensation
Required by Contract?	Yes	Yes	Yes
Minimum Limits of Coverage	\$2,000,000 Combined Single Limit Per Occurrence Minimum	\$2,000,000 Combined Single Limit Per Occurrence Minimum	Workers' Compensation to Statutory Limits; \$1,000,000 Employers' Liability Limit
Minimum A.M. Best's Guide Rating / Other Requirements	A / VII	A / VII	A / VII or State Compensation Insurance Fund
Additional Insured Endorsement Required? Need ISO Form Numbered CG 20 10 11 85 or similar	Yes	Yes	No
Waiver of Subrogation Endorsement Required?	Yes	Yes	Yes
Comments	Contract may require higher limits. Any asbestos clean-up will require "Environmental Impairment Liability Insurance" as per contract specifications.	Unless Contractor establishes that no vehicles will be used.	Not needed for sole proprietors or partnerships with no employees.

APPENDIX C

WARRANTY BOND SAMPLE

Bond No. _____

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Owner") has awarded to

("Principal"), a contract ("Contract") for the work described as follows:

WHEREAS, Principal is required under the terms of the Contract to furnish a **one (1) year warranty** to make repairs or replacements made necessary by defects in materials, equipment or workmanship related to the Principal's construction of the Improvements.

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

(Insert name, address , and telephone number of Surety)

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

Dollars (\$XXX.XX), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements concerning the one (1) year warranty as set forth in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of

time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. The City of Brea is the principal beneficiary of this bond and has all rights of a party thereto.

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

Dated: _____

"Principal"

"Surety"

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the Authority of any person signing as attorney-in-fact must be attached.

APPENDIX D

QUADWALL SKYLIGHT SPECIFICATIONS

08 45 00 - Insulated Translucent Roof Assemblies Master Quadwall Specifications All Specialty Applications Included

NOTE:

- THIS IS A PERFORMANCE SPECIFICATION IN CSI FORMAT.
- IN ORDER TO ENSURE THE BEST SPECIFICATION FOR YOUR APPLICATION WE RECOMMEND THAT YOU CONSULT WITH ARCHITECTURAL SUPPORT OR YOUR LOCAL CPI REPRESENTATIVE FOR ASSISTANCE.
- DELETE OPTIONAL/UNNECESSARY ITEMS IN [BRACKETS].
Note: \Rightarrow in left margin denotes option(s).
- [Downloadable Word Doc. file is available on our web site:
www.cpidaylighting.com]

KINGSPAN LIGHT + AIR / CPI DAYLIGHTING

To be certain that you are using the most recent available CPI Specification, please visit our website at www.cpidaylighting.com and download the current version.

CPI DAYLIGHTING, INC. IS ENGAGED IN CONTINUING RESEARCH TO IMPROVE ITS PRODUCTS. THEREFORE, THE RIGHT IS RESERVED TO MODIFY OR CHANGE MATERIAL IN THIS SPECIFICATION WITHOUT NOTICE

08 45 00 –Insulated Translucent Roof Assemblies

Master Quadwall Specifications

All Specialty Applications Included

PART 1 GENERAL

1.1 SUMMARY:

Section includes requirements for daylighting insulated translucent panel skylight system as shown and specified herein.

1.2 WORK INCLUDED:

- A. Design, engineer, manufacture and installation of two panels insulated translucent skylight panel system. An assembly of two independent insulated single glazing polycarbonate multi-cell panels in one integrated daylighting panel assembly, incorporated into a complete aluminum framed system that has been tested and warranted by the manufacturer as a single source system. Design shall provide for the replacement of the exterior panel using tools, independently of the interior single panel and without exposing the interior or compromising the weather tightness or interfering with the normal working functions of the building. The interior single insulated panel remains intact for the life of the building envelope. Single panel extruded polycarbonate cellular or fiberglass sandwich panel systems will not meet these requirements and are not acceptable.
- B. All anchors, brackets, and hardware attachments necessary to complete the specified structural assembly, weatherability and water-tightness performance requirements. All flashing up to but not penetrating adjoining work are also required as part of the system and shall be included.
- C. Trained and factory authorized labor with supervision to complete the entire panel installation.

1.3 RELATED WORK SPECIFIED ELSEWHERE:

- A. Structural Steel/Wood Framing/Concrete, section _____
- B. Curbs and supporting members, section _____
- C. Roofing, section _____
- D. Sheet Metal and Flashing, section _____
- E. Sealant, section _____

1.4 QUALITY ASSURANCE

- A. The glazing panels must be evaluated and listed by recognized building code evaluation organization: International Council Evaluation Service Inc (ICC-ES)
- B. Materials and Products shall be manufactured by a company continuously and regularly employed in the manufacturing, engineering, and designing, stocking and building of skylights using the specified material and system for a period of at least ten (10) years. Manufacturers shall provide a list of at least ten (10) projects having been in place a minimum of ten (10) years, with similar size, scope, climate and type.
- C. Erection shall be by a factory-approved installer who has been in the business of erecting similar material for at least five (5) consecutive years and can show evidence of satisfactory completion of projects of similar size, scope and type.

- D. The manufacturer shall be responsible for the configuration and fabrication of the complete panel system, in accordance with the requirements of this specification.

1.5 SUBMITTALS

- A. Submit shop drawings and color samples in accordance with section _____
Manufacturer shall submit written guarantee accompanied by substantiating data, stating that the products to be furnished are in accordance with or exceed these specifications.
- B. The manufacturer shall submit certified test reports made by an independent organization. Reports shall verify that the material will meet all performance requirements of this specification. Previously completed test reports will be acceptable if they are indicative of products used on this project. Test reports required are:
1. Self-Ignition Temperature (ASTM 1929)
 2. Smoke Density (ASTM D-2843)
 3. Burning Extent (ASTM D-635)
 4. Interior Flame Spread (ASTM E-84)
 5. Color Difference (ASTM D-2244)
 6. Tests on a weathered system after approximately 10 years of actual exposure in South Florida field conditions. Tests shall include:
 - a. Uniform static air pressure per ASTM 330
 - b. Impact loading per ASTM E695
 - c. Cyclic static air pressure and missile impact level D per ASTM 1886 & ASTM E1996.
 7. Weathering Evaluation before and after exposure to 300°F, 25 minutes include Light Transmission and Color Change, per ASTM E-1175, and ASTM D-2244 respectively.
 8. Large Missile Test - Impact Resistance per SFBC PA 201-94
 9. Insulation's 'U' value for Center of Glazing per NFRC100.
 10. Insulation's 'U' value for skylight system, glazing and aluminum framing, per NFRC 100 & NFRC 700 certification.
 11. Visible light Transmission (VT) per ASTM E972 & ASTM E1084
 12. Solar Heat Gain Coefficient (SHGC) based on tests or calculations which are based on tests per methodology and procedure given in the NFRC/Calorimeter Standard.
 13. Maximum air infiltration rate for fenestration assemblies of Curtain walls, per NFRC 400 or ASTM E283.
 14. Water Penetration (ASTM E-331)
 15. Load Bearing Capability (ASTM E-330)
 16. Performance of exterior windows, curtain walls when impacted by wind-borne debris per ASTM E 1996, Level D
 17. Haze per ASTM D 1003 for glare measurement.
 18. ICC evaluation service report for compliance with IBC building code for polycarbonate glazing as an approved light transmission plastic with CC1 rating per chapter 26, and class A interior finish glazing per chapter 8.
 19. Sound Transmission Loss (STC) per ASTM E413
 20. Class C [Class A], [Class B], roof construction per ASTM E108, FM 4470, NFPA 256, UBC 32-7, ULC-S107, UL 790,
 21. [Optional] 5 Minute Forced Entry certification per Department of State, SD-STD-01.01, Revision G (Amended), code 2114.
 22. [Optional: Department of Defense Forced Entry Resistance per UFC4-020-1, DOD Security Engineering Planning Manual]
 23. [Optional] DoD Antiterrorism Standard for Buildings per UFC 4-010-01.
 24. [Optional] Human impact resistance used at mental health hospital code per ASTM 695



- C. MAINTENANCE DATA: The manufacturer shall provide recommended maintenance procedures, schedule of maintenance and materials required or recommended for maintenance.
- D. Submit Installer Certificate signed by installer, certifying compliance with project qualification requirements.

1.6 WARRANTY:

- A. Provide a single source skylight system manufacturer warranty against defective materials and fabrication. Submit manufacturer's written warranty agreeing to repair skylight system work, which fails in materials within one year from date of delivery. [Optional: Provide extended warranty at extra cost, for [2], [3] years from the date of delivery.]
- B. Provide single source skylight manufacturer 10 year glazing panel warranty. Third party warranty for glazing panels shall not be acceptable. Glazing warranty to include:
 - 1. Change in light transmission of no more than 6% per ASTM D-1003
 - 2. No delamination of panel affecting appearance, performance or structural integrity of the panel or the system
 - 3. Thermal aging - the light transmission and the color shall not change after exposure to heat of 300°F for 25 minutes (when measured per ASTM D-1003 and ASTM D-2244 respectively).
- C. In addition submit installer's written warranty agreeing to repair installation workmanship, defects and leaks within one year from date of delivery. [Optional: extended warranty at extra cost for [2 years] [3 years] from the date of delivery]

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. The design and performance criteria of this job are based on the Quadwall 2 panel skylight system as manufactured by CPI Daylighting, A division of Kingspan Light + Air
Phone: (800) 759-6985, Fax (847) 816-0425
Website: www.cpidaylighting.com, www.kingspanlightandair.com

And as locally represented by: _____

Telephone: _____

B. APPROVED MANUFACTURERS

Other manufacturers may bid this project provided they comply with all requirements of the specification and submit evidence of compliance with all performance criteria specified herein. This evidence must include proof of conformance and test reports as per section 1.5. Any exceptions taken from this specification must be noted on the approval request. If no exceptions are noted and approval is given, product performance will be as specified. Should non-compliance be subsequently discovered, the previously given approval will be invalidated and use of the product on the project will be disallowed. All manufacturers acceptable for use on this project under this section must be approved prior to bid. Requests for approval, with all appropriate submittal data and samples must be received no less than 10 days prior to bid date. A list of all approved manufacturers and products will be issued by addendum. No other manufacturers will be acceptable. No verbal approval will be given. Listing manufacturers' names in this specification does not constitute approval of their products or relieve them of compliance with all the performance requirements contained herein. Fiberglass skins are unacceptable. Single panel system in lieu of 2 panel system is unacceptable.

2.2 TRANSLUCENT PANEL PERFORMANCE AND APPEARANCE

A. Panel construction for Longevity and Resistant to Buckling and Pressure:

1. Translucent panels must be constructed of tight cell sizes not exceeding 0.18". Wide cell size exceeding 0.18" shall not be acceptable.
2. The translucent panel shall include an integral extruded tight-cell structural core. The panel's exterior skins shall be connected with supporting continuous ribs, perpendicular to the skins, at a spacing not to exceed 0.18" (truss-like construction). In addition, the space between the two exterior skins shall be divided by multiple parallel horizontal surfaces, at a spacing not to exceed 0.18".

B. Translucent Skylight Panel - Two Panel Assembly:

1. Design, engineer, manufacture and installation of two panels insulated translucent skylight system. An assembly of two independent insulated single glazing polycarbonate multi-cell panels in one integrated daylighting panel assembly, incorporated into a complete aluminum framed system that has been tested and warranted by the manufacturer as a single source system. Design shall provide for the replacement of the exterior panel using tools, independently of the interior single panel and without exposing the interior or compromising the weather tightness or interfering with the normal working functions of the building. The interior single insulated panel remains intact for the life of the building envelope. Single panel extruded polycarbonate cellular or fiberglass sandwich panel systems will not meet these requirements and are not acceptable.
2. Panel glazing assembly thickness shall be a minimum [2.75" two panel system with concealed interlocking connector/H battens] [4" two panel system with concealed interlocking connector/ H battens]. Minimum thickness of the exterior and the interior single panels shall be 0.315" thick each.
3. Panel Width: Shall not exceed 2' to ensure best performance for wind uplift, vibration, oil canning and visual appearance. Panels over 2' wide will not be approved.

C. Thermal and Solar Performance:

1. Insulation "U" Value performance per NFRC100 & 700, is required by the IBC/IECC/ASHRE energy code. Such performance values must be certified and labeled by NFRC. Labels shall be displayed on the product. NFRC certified and labeled products shall be published in the Certified Products Directory (CPD) on the NFRC official web site.
2. U value for standard panel assembly with no bat or aerogel insulation, Center of Glazing per NFRC100: 0.23
3. U value for panel system assembly with no bat or aerogel insulation and including skylight aluminum framing per NFRC100 & NFRC700: [0.28 for mill finish frame], [0.28 for anodize frame], [0.28 for painted frame].
4. Optional - Custom U value with variety of added insulation inserts. [Adding insulation reduces (VT) Visible Transmission: Please contact CPI technical department for assistance: 800-759-6985 info@cpidaylighting.com.]
 - a. Custom U value center of glazing only per NFRC100, U factor: []
 - b. Custom U value for a complete system per NFRC100 & 700 U factor: []
5. Visible Light Transmission Center of Glass (V.T. %) _____ per ASTM E972 ASTM & E1084.
6. Solar Heat Gain Coefficient (SHGC) [_____] independently tested or calculated based on testing per methods and procedures given in the NFRC Calorimeter
7. Exterior Panel Color: _____
Interior Panel Color: _____

- D. Translucent Panel Joint System:
1. Panel shall be extruded in one single formable length. Transverse connections are not acceptable.
 2. The panels should be manufactured with grip-lock double tooth upstands that are integral to the unit. The upstands shall be 90 degrees to the panel face (standing seam dry glazed concept). Welding or gluing of upstands or standing seam is not acceptable.
 3. The H battens shall have a grip-lock double tooth locking mechanism to ensure maximum uplift capability.
 4. The panel joint connection shall comply with the deflection limitation of IBC Table 1604.3 for exterior walls with flexible finishes - span/60 per ASTM E-330.
 5. The metal retention clip shall be configured with a 0.4" wide top flange that extends continuously across the web from end to end and from side to side. To allow safety factor, the clip must be tested to meet a wind uplift standard of 90 PSF per ASTM E330.
 6. Water Penetration: No water penetration of the panel H joint connection length at test pressure of 6.24 PSF per ASTM E-331
 7. Free movement of the panels shall be allowed to occur without damage to the weather tightness of the completed system.
- E. Flammability:
1. The exterior and interior panels shall be an approved light transmitting panel with a CC1 fire rating classification per ASTM D-635. Flame spread no greater than 25 per ASTM E-84. Smoke density no greater than 75 per ASTM D2843 and a minimum self-ignition temperature of 1000°F per ASTM 1929.
 2. Interior flame spread classification of Class A per ASTM E84.
- F. Impact Resistance - the panels shall pass the following tests:
1. SFBC – PA 201, impact resistance of 350 ft. lbs.
 2. ASTM E 695 - Impact loading per for 500 ft. lbs.
 3. ASTM E-1996 - Must comply with standard specification for performance of exterior windows or curtain walls when impacted by windborne debris at level D and after cyclic wind loading at the specified design load.
- G. Cyclic Wind Load:
1. Translucent Panels shall be tested for cyclic wind loads and impact resistance per ASTM E 1886 and ASTM E 1996 at test load to verify the positive and negative design loads and level D impact.
- H. Weatherability:
1. The light transmission shall not decrease more than 6% as measured by ASTM D-1003 over 10 years, or after exposure to temperature of 300°F for 25 minutes (thermal aging performance standard).
 2. The weathering performance should be justified by successful testing of the glazing panel's performance after exposure to actual Florida weather conditions for approximately 10 years in comparison to a new panel assembly. This performance must be demonstrated by providing independent lab test reports for the exposed and a new panel assembly of 6' wide x 12' long for:
 - a. Uniform static air pressure per ASTM 330 at negative load of -105psf and positive load of 130psf
 - b. Impact loading per ASTM E695 of 500 ft-lb
 - c. Cyclic static air pressure at 65 PSF and impact level D per ASTM 1886 & ASTM E1996

Test results must show that there is no deterioration in performance for the 10 year's exposed panels versus a new panel.

3. Panels must be manufactured from polycarbonate resin with a permanent, co-extruded ultra-violet protective layer. Post-applied coatings or films of dissimilar materials are unacceptable.
 4. The faces shall not become readily detached when exposed to temperatures of 300°F and 0°F for 25 minutes.
 5. Thermal aging - the interior and exterior panel shall not change color in excess of 0.75 Delta E per ASTM D2244 and shall not darken more than 0.3 units Delta L per ASTM D2244 and shall show no cracking or crazing when exposed to 300°F for 25 minutes.
 6. Panel shall be factory sealed at the sill to restrict dirt ingress.
- I. Glare and Diffused Light Transmission:
1. To avoid glare per IECC requirements, the panels shall have a matte finish with a minimum Haze measurement of 90% per ASTM D1003.
- J. Sound Transmission Class (STC) Rating, provide materials and construction identical to those tested in assembly indicated according to ASTM E-90 and classified according to ASTM E 413 by an independent agency.
1. Sound Transmission Class (STC): Paired-panel assemblies shall have a minimum overall acoustic value of the following STC:
 - a. Paired-Panel Assembly; 3 Inches (76mm) Thick: STC [23] **[26]**
 - b. Paired-Panel Assembly; 4 Inches (101mm) Thick: STC **26** [Optional [27] [32] [34] [35] [38] [39] [43]]
- ⇒ K. [Optional]: Department of Defense Forced Entry Resistance: Provide "5-Minute-Forced Entry" certification according to Department of State, SD-STD-01.01, Revision G (Amended), code 2114 according to UFC 4-020-1, "DOD Security Engineering Planning Manual."
- ⇒ L. [Optional]: Department of Defense Antiterrorism Standard for Buildings: Provide stamped calculation for project-specific conditions for compliance with UFC4-010-01;
- ⇒ M. [Optional]: Human Impact Resistance: For human impact resistant assemblies, Provide materials and construction identical to those tested in assembly indicated according to ASTM E695; shall withstand impact loading by blunt object of 2000 FT-LBS.

2.3 METAL FRAME STRUCTURE

- ⇒ A. Design criteria shall be:
1. Negative design wind Load: _____ PSF
 2. Positive design wind load: _____ PSF
 3. Snow/live Load _____ PSF
 4. Snow drifts _____ PSF
 5. Special Hurricane Zone criteria _____

- B. The skylight framing is designed to be self-supporting between the support constructions. The deflection of the structural framing members in a direction normal to the plane of the glazing, when subjected to a uniform load deflection, shall not exceed L/60 for the unsupported span. The skylight will impose reactions to the support construction. All adjacent and support construction must support the transfer of all loads including horizontal and vertical, exerted by the skylight. Design or structural engineering services for the supporting structure or building components is not included in the skylight scope of this section.
- C. Water Penetration: The metal framed skylight panels shall allow no water penetration at a minimum differential static pressure of 6.24 lbs. per sqf per AAMA 501 pressure difference recommendations and as demonstrated by prior testing of typical framing sample per ASTM E-331
- D. Water test of metal frame structure shall be conducted according to procedures in AAMA 501.2.
- E. Maximum air infiltration rate for fenestration of the two panel assemblies of skylight shall be per NFRC 400.

2.4 METAL MATERIALS

- A. Extruded Aluminum shall be ANSI/ASTM B221; 6063-T6: 6063-T5 or 6005-T5.
- B. Flashing:
 - 1. 5005 H34 aluminum,
 - 2. Sheet metal flashings/closures/claddings are to be furnished shop formed to profile - when lengths exceed 10 ft. in nominal 10-ft lengths. Field trimming of the flashing and field forming the ends is necessary to suit as-built conditions. Sheet metal ends are to overlap at least 6-in. to 8-in., set in a full bed of sealant and riveted if required.
- C. All Fasteners for aluminum framing to be stainless steel or cadmium plated steel, excluding the final fasteners to the building.
- D. All exposed ALUMINUM FINISH shall be from manufacturer standard color range:
 - ⇒ [Mill Finish]
 - ⇒ [CPICRF™- STANDARD TGIC Polyester resin powder coat per AAMA 2603 with [1] [5] year warranty]
 - ⇒ [CPICRF™- PREMIUM polymer resin powder coat per AAMA 2604 with 10 years warranty]
 - ⇒ [CPICRF™ - PREMIUM PLUS 70% base resin PVDF wet paint per AAMA-2605 non-exotic, non-metallic with [10] year warranty]
 - ⇒ [CPICRF™- EXOTIC METALIC 70% PVDF base resin wet paint per AAMA-2605 with [10] year warranty]
 - ⇒ [Clear Anodize with [1] [5] year warranty] [Bronze Anodize with [1] [5] year warranty]
 - ⇒ [Black Anodize with [1] [5] year warranty]

PART 3 EXECUTIONS

3.1 EXAMINATION

- A. General Contractor to verify when structural support is ready to receive all work in this section and to convene a Pre-Installation Conference at least one week prior to commencing work of this Section. Attendance required of General Contractor, skylight installer and all parties directly affecting and effected by the work of this section.
- B. All submitted opening sizes, dimensions and tolerances are to be field verified by general contractor unless otherwise stipulated.
- C. Installer shall examine area of installation to verify readiness of site conditions. Notify general contractor about any defects requiring correction. Do not work until conditions are satisfactory.

3.2 INSTALLATION

- A. Install components in strict accordance with manufacturer's instructions and approved shop drawings. Use proper fasteners, caulking and hardware for material attachments as specified.
- B. Use methods of attachment to structure allowing sufficient adjustment to accommodate tolerances.
- C. Remove all protective coverings on panels immediately after installation.

3.3 CLEANING

- A. Follow manufacturer's instructions when washing down exposed panel surfaces using a solution of mild detergent in warm water that is applied with soft, clean wiping cloths. Always test a small area before applying to the entire area.
- B. Follow strict panel manufacturer guidelines when removing foreign substances from panel surfaces requiring mineral spirits or any solvents that are acceptable for use. Always test a small sample to validate compliance before applying to the entire glazing panels
- C. Installers shall leave panel system clean at completion of installation. Final cleaning is by others upon completion of project, following manufacturer's cleaning instructions.

END OF SECTION

GENERAL NOTES:

CPI WILL MAKE ALL FURTHER DESIGN DECISIONS BASED UPON THE INFORMATION PROVIDED ON THIS FORM. THIS INCLUDES, BUT IS NOT LIMITED TO, THE USE OF A 2.75" OR 4" QUADWALL SYSTEM, ADDITIONAL STRENGTHENING FOR SPAN SIZES, CHOICE OF RAFTER SIZES, AND BAY SIZING. ALL ELEMENTS WILL BE SYMMETRICAL WITHIN THE UNIT AND CPI STANDARD VALUES WILL BE USED THROUGHOUT.

ALL EXTRUDED ALUMINUM FRAMING MEMBERS SHALL BE OF A 6063-T6 OR 6005-T5 ALLOY AND TEMPER.

ALL FASTENERS SHALL BE OF A NON-CORRODING MATERIAL.

CURB FASTENERS WILL BE DETERMINED BY CURB CONSTRUCTION (WOOD, STEEL)

PANEL SECTIONS ARE TYPICALLY PRE-ASSEMBLED IN MODULES OF 6'(NOMINAL) CL TO CL, UNLESS CPI CALCULATIONS REQUIRE AN ALTERNATE SPACING. MAKE UP BAYS ARE STANDARD AT THE ENDS ALL UNITS AND WILL BE LESS THAN THE TYPICAL BAY SIZE.

ONE (1) PART SILICONE SEALANT, DOW CORNING SERIES #999 TO BE USED WHERE SHOWN.

MINIMUM CURB THICKNESS MUST BE 4". THE SUPPORT CURBS SHALL BE DESIGNED AND CONSTRUCTED BY OTHERS TO RESIST LOADS IMPOSED BY THE SKYLIGHT. SEE CURB LOAD INFORMATION ON FOLLOWING SHEETS.

UNITS ARE SHIPPED WITH PANELIZED GLAZING, FRAMES KNOCKED DOWN. SHOP DRAWINGS FOR INSTALLATION SHIP WITH UNITS.

TEST REPORT CERTIFICATION:

CPI CERTIFIES THAT THE GLAZING PANELS MEET THE FOLLOWING STANDARDS.

TEST DESCRIPTION	TEST STANDARD	RESULTS	CPI REPORT #
EVALUATION REPORT	IBC	IBC EVALUATION REPORT #4798	111
CODE CLASSIFICATION	IBC CHAPTER 26	APPROVED LIGHT TRANSMITTING PLASTICS, CC1 RATING	
FLAMABILITY			
SELF IGNITION	ASTM 1929-3	1058F	211
SMOKE DENSITY OF PLASTIC	ASTM D2843	54%	210
BURN EXTENT	ASTM D635	CC1 RATING - LESS THAN 1.0" BURN EXTENT	212A, 212B
INTERIOR FLAME SPREAD & SMOKE DEVELOPMENT	ASTM E84	CLASS A FLAME SPREAD & SMOKE DEVELOPMENT RATING - FLAME SPREAD INDEX LESS THAN 25	213
WEATHERING			
COLOR CHANGE	ASTM D2244	NO MORE THAN 4 UNITS DELTA E AFTER 60 MONTHS	411, 412
WEATHERING	ASTM D4364 & E903	TOTAL SOLAR TRANSMITTANCE, 60 MONTHS	410
LIGHT TRANSMISSION	ASTM D1003	SHALL NOT DECREASE MORE THAN 6% AFTER 10YRS	413
HEAT EXPOSURE	300F - 25MIN	HEAT EXPOSURE EVALUATION STANDARD PASSED	411
WATER PENETRATION	ASTM E331	NO PENETRATION OF H CONNECTORS AT 6.24PSF	323
FIELD TEST WATER PENETRATION	AAMA 501.2	NO PENETRATION	
IMPACT RESISTANCE	SPI METHOD B	220 FT-LBS	513A, 513B
LARGE MISSILE CANNON TEST	ASTM E1886/E1996	WITHSTANDS LARGE MISSILE IMPACT OF 350 FT-LBS	512B
OSHA - POINT LOAD	29 CFR 1910.23	300 LB POINT LOAD WITH NO DAMAGE	515
OSHA - FALL / WALK THROUGH	ASTM E695-03	500 FT-LBS	512B
U FACTOR	PER NFRC 100	0.23, CENTER OF GLASS, QUADWALL	310B

ICC-ES Evaluation Report

ESR-1253

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DIVISION: 08 00 00-OPENINGS
Section: 08 84 00-Plastic Glazing

REPORT HOLDER:

CPI DAYLIGHTING, INC.
28662 NORTH BALLARD DRIVE
LAKE FOREST, ILLINOIS 60045
(847) 816-1060
www.cpidaylighting.com

EVALUATION SUBJECT

QUADWALL, UNIQUAD, PENTAGLAS, DUALWALL AND U-LITE PANELS

1.0 EVALUATION SCOPE

Compliance with the following codes:

- 2012, 2009 and 2006 International Building Code® (IBC)
- 2013 Abu Dhabi International Building Code (ADIBC)†

†The ADIBC is based on the 2009 IBC. 2009 IBC code sections referenced in this report are the same sections in the ADIBC.

Property evaluated:

Light-transmitting plastics

2.0 USES

The Quadwall, UniQuad, Pentaglas, Dualwall and U-Lite panels described in this report comply with the requirements for light-transmitting plastics in 2012, 2009 and 2006 IBC Section 2606.4. End use of the panels is outside the scope of this report, thereby requiring that compliance with the IBC requirements applicable to the end use (such as, but not limited to, structural and durability performance) be demonstrated to the code official.

3.0 DESCRIPTION

The Quadwall, UniQuad, Pentaglas, Dualwall and U-Lite translucent polycarbonate panels recognized in this report are light-transmitting plastics complying with IBC Section 2606.4, and have a CC1 plastic combustibility classification. The panels are available in up to a 45.3-foot (13 800 mm) length and in various widths, thicknesses and configurations. See Table 1 and Figure

1 for size and configuration details. As shown in Table 1 and Figure 1, the 8- and 10-millimeter-thick Quadwall, UniQuad, and Pentaglas panels are identical panels, except for the product name.

4.0 INSTALLATION

Use of the Quadwall, UniQuad, Pentaglas, Dualwall and U-Lite panels recognized in this report is limited to applications permitted by the IBC for light-transmitting plastics. The manufacturer's published installation instructions and this report must be strictly adhered to.

5.0 CONDITIONS OF USE

The Quadwall, UniQuad, Pentaglas, Dualwall and U-Lite panels described in this report comply with, or are suitable alternatives to what is specified in, those codes indicated in Section 1.0 of this report, subject to the following conditions:

5.1 The panels are manufactured, installed and identified as called for in this report, the IBC and the manufacturer's published installation instructions. In the event of a conflict between this report and the manufacturer's published installation instructions, this report governs.

5.2 End use of the panels requires justification of compliance with appropriate code requirements, including installation, structural, impact and durability considerations.

6.0 EVIDENCE SUBMITTED

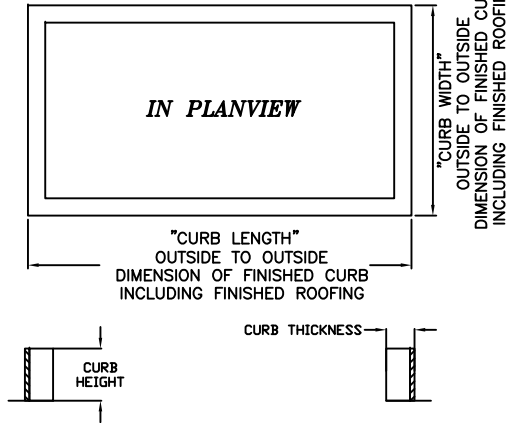
6.1 Reports of tests in accordance with ASTM D1929, ASTM D2843, ASTM D635, and ASTM E84.

6.2 Quality documentation.

7.0 IDENTIFICATION

The panels are identified with a label bearing the manufacturer's name (CPI Daylighting), the product name (Quadwall, UniQuad, Pentaglas, Dualwall or U-Lite), the CC1 plastic classification and the evaluation report number (ESR-1253).

CURB TERMINOLOGY:



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CPI DAYLIGHTING, INC. IS ENGAGED IN CONTINUING RESEARCH TO IMPROVE ITS PRODUCTS. THEREFORE, THE RIGHT IS RESERVED TO MODIFY OR CHANGE MATERIAL AND DETAILS FOUND IN THIS MANUAL. THIS IS INFORMATIVE INFORMATION AND DOES NOT CONSTITUTE WARRANTIES, EXPRESSED OR IMPLIED.

U.S. PATENT #'S: 7,281,353,B2-6,164,024-5,437,129-5,348,790-D500,370-5,895,701-D490,544-7,441,379-7,546,708-7,765,760-7,926,236 AND PATENTS PENDING

SKYLIGHTS - QUADWALL - SADDLE RIDGE

- DATA ENTRY FORM -

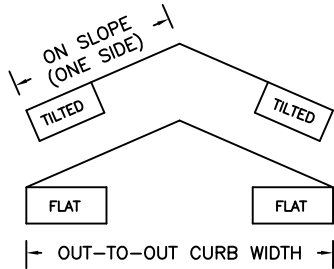
① SKYLIGHT SHAPE:

☐ SADDLE RIDGE:

② CURB ORIENTATION:

☐ TILTED CURB

☐ FLAT CURB



③ CURB MATERIAL:

STEEL -

☐ 12GA STEEL CURB

☐ 1/4" STEEL CURB (REQUIRED FOR RIDGES OVER 14' WIDE)

WOOD -

☐ MINIMUM OF (2) 2" X 6" LUMBER WILL BE REQUIRED. (DOUGLAS FIR, G = 0.49 MIN)

④ CURB DIMENSIONS:

CURB LENGTH: _____ (EXACT OUT-TO-OUT TO NEAREST 1/16")

CURB WIDTH: _____ (EXACT OUT-TO-OUT TO NEAREST 1/16")

OR _____ (EXACT ON SLOPE, ONE SIDE, TO NEAREST 1/16")

STEEL CURBS - 14' MAX OUT-TO-OUT WIDTH FOR ALL PITCHES W/ 12GA STEEL CURB
- 18' MAX OUT-TO-OUT WIDTH FOR ALL PITCHES W/ 1/4" STEEL CURB
WOOD CURBS - 8' MAX OUT-TO-OUT WIDTH FOR RIDGES WITH 4:12 THRU 6:12 PITCH
- 12' MAX OUT-TO-OUT WIDTH FOR RIDGES WITH 6:12 THRU 12:12 PITCH

⑤ NOMINAL HEIGHT: (FROM TOP OF CURB TO BOTTOM OF CPI RAFTER AT APEX OF SKYLIGHT)

☐ USE MINIMUM PITCH OF 4:12 FOR RIDGES

☐ USE NON-STANDARD PITCH: _____:12 OR _____ HT (IN FEET & INCHES FROM TOP OF CURB TO BOTTOM OF CPI RAFTER AT APEX OF SKYLIGHT)

⑥ EXTERIOR & INTERIOR GLAZING:

EXTERIOR GLAZING COLOR (10MM)

☐ CLEAR

☐ ICE WHITE

☐ WHITE

☐ REFLECTIVE GRAY

☐ GREEN

☐ BLUE

☐ BRONZE

INTERIOR GLAZING COLOR (8MM)

☐ CLEAR MATTE

☐ ICE WHITE MATTE

☐ WHITE MATTE

⑦ ALUMINUM FINISH & COLOR:

☐ MILL

☐ STANDARD CPI CRF (2603)

☐ PREMIUM CPI CRF (2604)

☐ PREMIUM+ CPI CRF (2605)/STD. 70% KYNAR (2 COAT)

COLOR NAME _____

COLOR CODE _____

☐ ANODIZED

☐ CLEAR 204-R1

☐ CLEAR 215-R1

☐ DARK BRONZE ANO-303

⑧ QUANTITY OF IDENTICAL UNITS: _____
(PLEASE USE SEPARATE SUBMITTAL FORMS FOR VARYING SKYLIGHT SHAPES AND SIZES.)

⑨

AUTHORIZATION TO PROCEED:

☐ THIS PAGE DEFINES ALL SPECIFICATIONS FOR THIS SKYLIGHT ORDER - I HAVE NO FURTHER SPECIFICATIONS OR REQUIREMENTS.

CPI QUOTE #: _____ ITEM #: _____

PROJECT NAME: _____

COMPANY: _____

SIGNATURE: _____

AUTHORIZED SIGNER: (PLEASE PRINT) _____

DATE: _____

NOTE: COMPLETE JOB INFO SHEET REQUIRED BEFORE RELEASE TO FABRICATION.

MAXIMUM DIRECT2FAB LOADS ARE AS FOLLOWS:

40PSF WIND-UPLIFT

25PSF WIND-DOWNWARD

30PSF SNOW/LIVE

DIRECT2FAB SYSTEMS WERE DESIGNED BASED ON ASD LOAD COMBINATIONS OF THE MAXIMUM LOADS ACCORDING TO ASCE7.

SNOW/LIVE LOAD MUST INCLUDE A COMBINATION OF BALANCED SNOW LOAD AND ANY ASSOCIATED DRIFT LOAD.

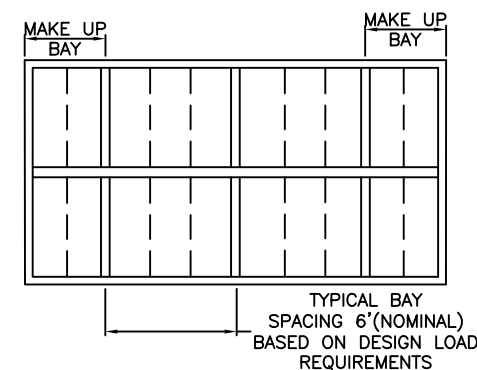
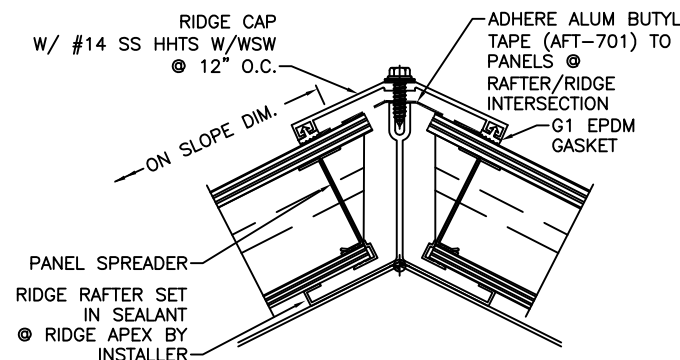
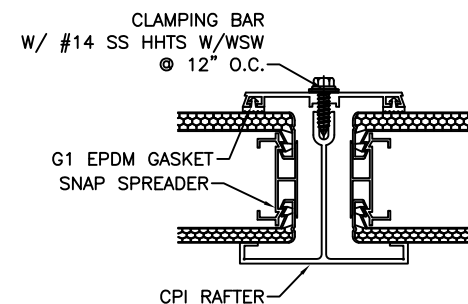
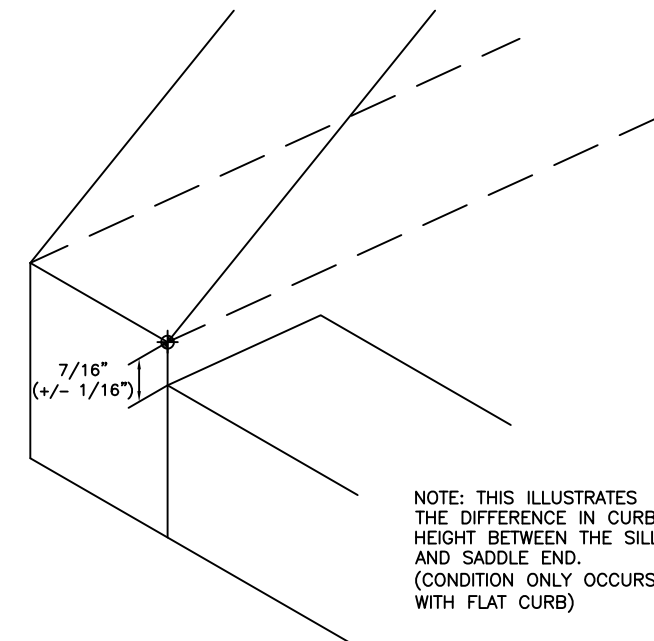
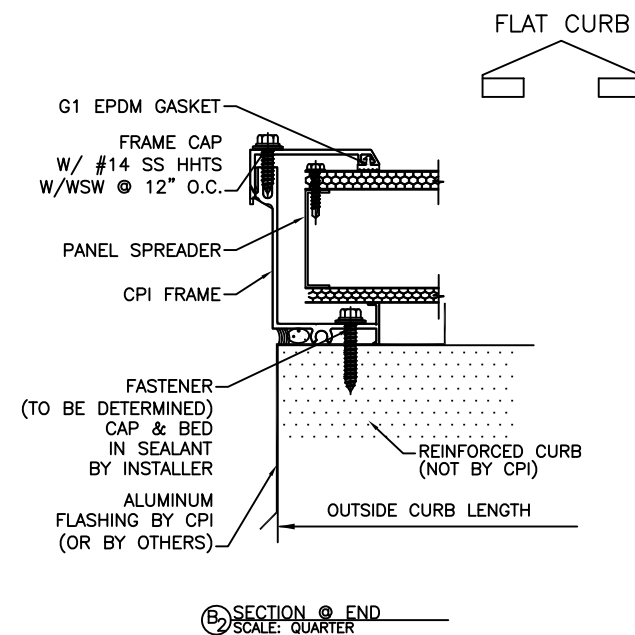
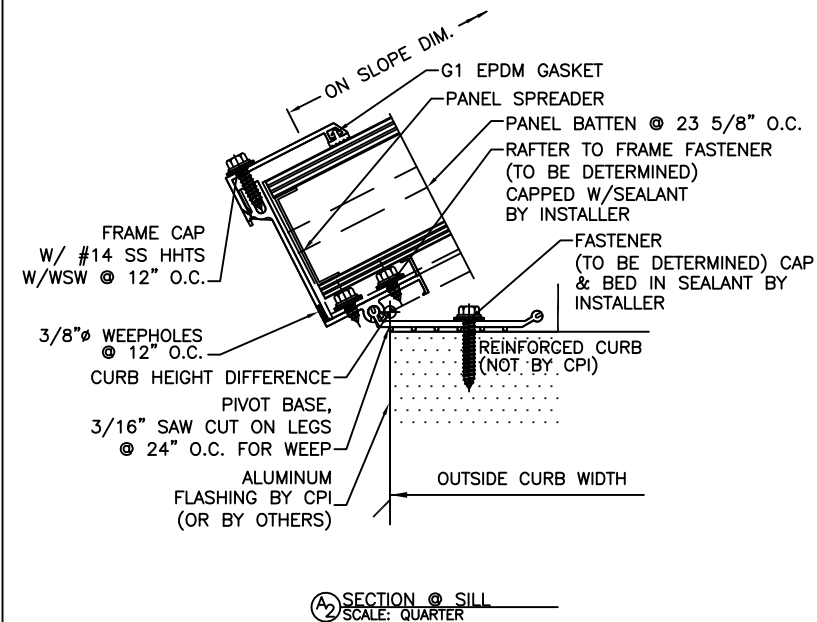
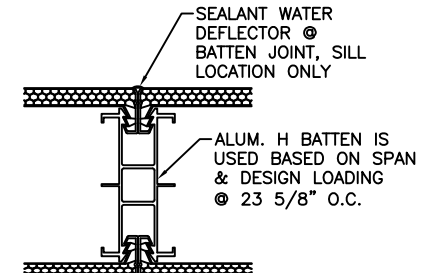
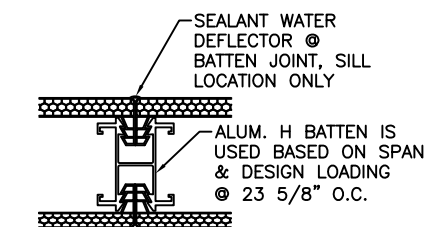
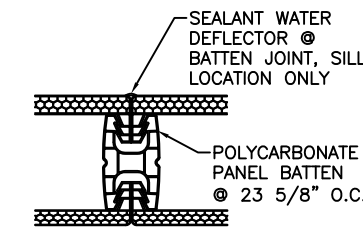
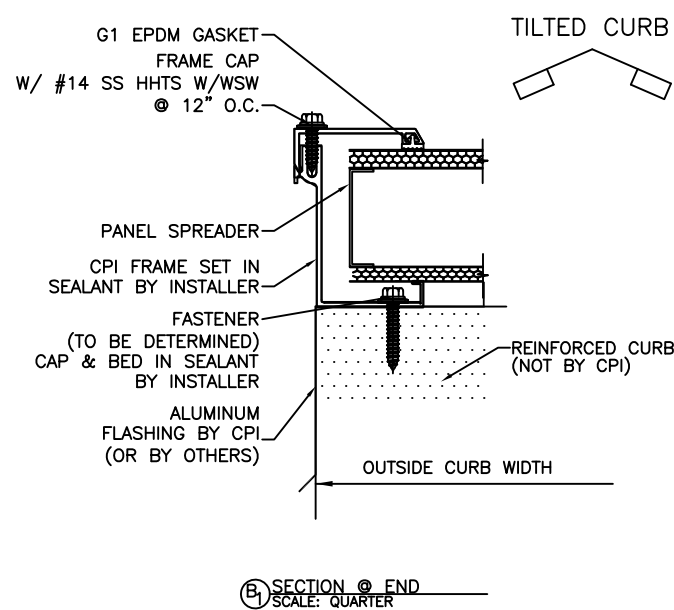
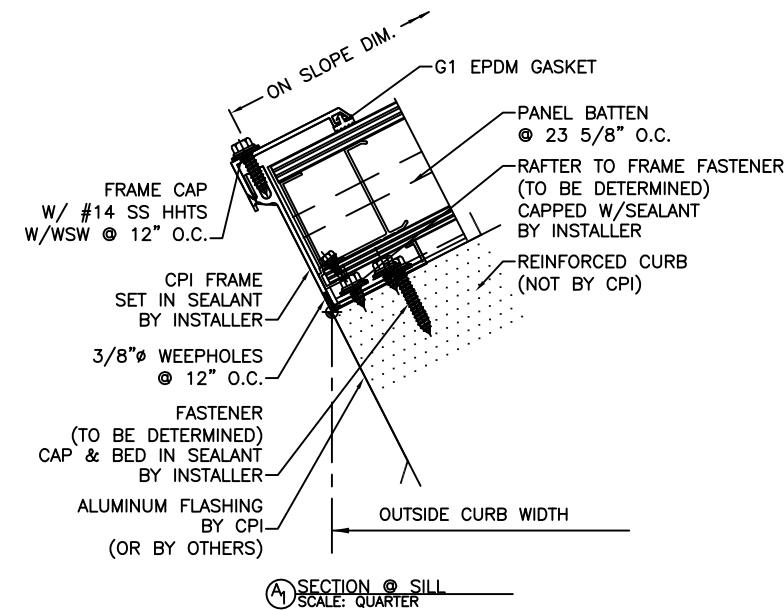
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SUBMITTAL PACKAGE
RECTANGULAR SKYLIGHTS, UP TO 18FT WIDE
SKYLIGHTS-QUADWALL-SADDLE RIDGE
GENERAL NOTES, TECHNICAL DATA
"DIRECTLY FROM ORDER ENTRY TO FABRICATION FLOOR"

CPI Daylighting
Building Envelope Solutions

Kingspan.
Light+Air

SHEET:
SKY-2A
4/26/18



NOTE: SCALE OF DETAILS WILL BE ACCURATE ONLY WHEN PRINTED WITH 1:1 SCALING ON 11 X 17 PAPER

NOTE:
RAFTER SIZES, BAY SPACING AND LAYOUT ARE STANDARD BASED ON SPAN & DESIGN LOAD CONSIDERATIONS AND MAY NOT BE ALTERED.

ALL UNITS SHARE THESE DETAILS.
SYSTEM IS SHOWN AS 2.75\"/>

CPICRF™ Paint & Anodized Finishes

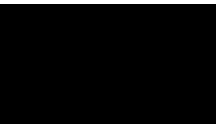
High Performance Architectural Coatings

CPICRF is a Corrosion Resistant Finish coating that includes Kynar®, Trinar®, or Hylar® fluoropolymer* and TGIC Polyester resins.

Standard Paint Finish Colors

CPICRF | TGIC Polyester resin powder coating (AAMA 2603) 1 or 5-year warranty

This economical and eco-friendly coating is available in a wide range of standard paint colors, and does not emit VOC gases into the atmosphere. CPICRF meets AAMA 2603 and comes with a 1-year standard warranty, or an optional 5-year extended warranty.



Med Gloss Black Cat
CPI-S1



WS Clay
CPI-S2



Hartford Green #84
CPI-S3



Quaker Bronze
CPI-S4



WS Bronze
CPI-S5



WS White
CPI-S6

CPICRF - Premium | Polymer resin powder coating (AAMA 2604) 10-year warranty

This eco-friendly coating is available in a wide range of premium paint colors, and does not emit VOC gases into the atmosphere. CPICRF - Premium meets AAMA 2604 and comes with a 10-year standard warranty.



Med Gloss Black Cat
CPI-P1



WS Clay
CPI-P2



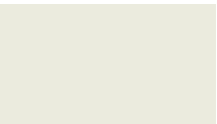
Hartford Green #84
CPI-P3



Quaker Bronze
CPI-P4



WS Bronze
CPI-P5



WS White
CPI-P6



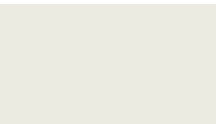
Nighthawk Gray
CPI-P7



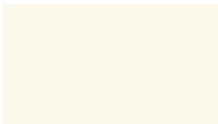
Jet Black
CPI-P8



Sand
CPI-P9



Bone White
CPI-P10



Eggshell LT
CPI-P11



Patina Green
CPI-P12

CPICRF - Premium Plus (Kynar®) | 70% PVDF (AAMA 2605) 10 or 20-year warranty

This 2-coat Kynar finish is available in a variety of premium paint colors. CPICRF - Premium Plus meets AAMA 2605 and comes with a 10-year standard warranty, or an optional 20-year extended warranty.



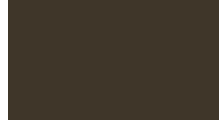
Med Gloss Black Cat
CPI-PP1



WS Clay
CPI-PP2



Hartford Green #84
CPI-PP3



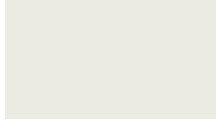
Quaker Bronze
CPI-PP4



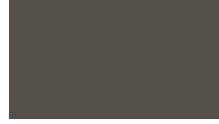
WS Bronze
CPI-PP5



WS Brick Red #83
CPI-PP6



WS White
CPI-PP7



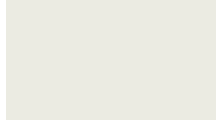
Nighthawk Gray
CPI-PP8



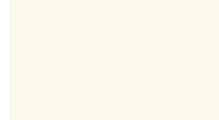
Jet Black
CPI-PP9



Sand
CPI-PP10



Bone White
CPI-PP11



Eggshell LT
CPI-PP12



Patina Green
CPI-PP13

Anodized Finishes

CPI Anodized Finishes | Class II (204), Class I (215), and color 1 or 5-year warranty

CPI Daylighting offers anodized finishes - Clear Anodized and Dark Bronze Anodized. The anodized finish comes with a 1-year standard warranty with an option for a 5-year extended warranty.

The colors shown are not exact and may vary slightly from the actual colors - Physical samples on aluminum substrates are available for final color selection. For exact colors, please contact us at 1.800.759.6985 to order color samples. Slight color variation can be expected in production. Color options are also subject to change. Please contact CPI Daylighting to confirm availability.

*Kynar® is a registered trademark of Arkema - Trinar® is a registered trademark of AkzoNobel - Hylar® is a registered trademark of Solvay

APPENDIX E

STRUCTURAL DRAWINGS

PROJECT CONTACT

OWNER:
ADDRESS:

THE CITY OF BREA
NUMBER ONE CIVIC CENTER CIR.
BREA, CA 92621

STRUCTURAL ENGINEER:
PROJECT MANAGER:
ADDRESS:

AD ENGINEERING GROUP, LLC
ADAM DAVIDSON, C 85108
135 E. FLORIDA AVE. SUITE A
HEMET, CA. 92543

PHONE:
E-MAIL

(951) 766 - 5180
ADAM@ADENGINEERINGGROUP.COM

PROJECT LOCATION:
PROJECT MANAGER:
ADDRESS:

FIRE STATION # 3
RAYMOND CONTRERAS
400 N. KRAEMER BLVD.
BREA, CA. 92621

PHONE:
E-MAIL:

(714) 990-7763
RAYMONDC@CLBREA.CA.US

SHEET INDEX

TS-1

TITLE SHEET

S-1

ROOF FRAMING PLAN

SD-1

GENERAL NOTES AND DETAILS

THE CITY OF BREA

FIRE STATION 3
400 N. KRAEMER BLVD.
BREA CA. 92621

AD ENGINEERING GROUP
135 E. FLORIDA AVE, STE A
HEMET, CA 92543
PHONE 951.766.5180
FAX 951.766.1155



NOTES

1. VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS IN FIELD.

SCOPE OF WORK

REMOVE EXISTING SKY LIGHTS OVER HIGH ROOF AND INFILL WITH NEW WOOD STRUCTURAL FRAMING MEMBERS. NEW PLYWOOD AND INSTALL NEW METAL ROOFING TO MATCH ONGOING RE-ROOFING PROJECT.

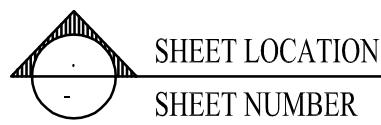
APPLICABLE CODES

2016 CALIFORNIA BUILDING CODE
2016 CALIFORNIA ADMINSTRATIVE CODE (CAC) TITLE24 CCR*
2016 CALIFORNIA BUILDING CODE (CBC) TITLE24 CCR
(2015) INTERNATIONAL BUILDING CODE, VOL. 1 & 2, AND 2016 CLIFORNIA AMENDMENTS)
2016 CALIFORNIA ELECTRICAL CODE, TITLE24 CCR
(2014) NATIONAL ELECTRICAL CODE AND 2016 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA MECHANICAL CODE (CMC) PART 4, TITLE 24 CCR
(2015 IAPMO UNIFORM MECHANICAL CODE AND 2016 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA PLUMBING CODE (CPC) PART 5, TITLE 24 CCR
(2015 IAPMO UNIFORM PLUMBING CODE AND 2016 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA ENERGY CODE (CEC) PART 6, TITLE 24 CCR
2016 CALIFORNIA FIRE CODE (CFC) PART 9, TITLE 24 CCR
(2015 INTERNATIONAL FIRE CODE AND 2016 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA EXISTING BUILDING CODE (CEBC) PART 10, TITLE 24 CCR
(2015 INTERNATIONAL EXISTING BUILDING CODE AND 2016 CALIFORNIA AMENDMENTS)
2016 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 11, TILE 24 CCR
2016 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 CCR
TITLE 19 CCR, PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.
2013 ASME A17.1/CSA B44-13 SAFETY CODE FOR ELEVATORS AND ESCALATORS

PARTIAL LIST OF APPLICABLE STANDARDS		
2016 CALIFORNIA BUILDING CODE (FOR SFM) REFERENCE STANDARDS CHAPTER 35		
NFPA 13	STANDARD FOR THE INSTALLATION OF SPRINKLERS SYSTEMS (CA AMMENDED)	2016 EDITION
NFPA 14	STANDARD FOR THE INSTALLATION OF STANDPIPE AND HOSE SYSTEMS	2013 EDITION
NFPA 17	STANDARD FOR DRY CHEMICAL EXTINGUISHING SYSTEMS	2013 EDITION
NFPA 17A	STANDARD FOR WET CHEMICAL EXTINGUISHING SYSTEMS	2013 EDITION
NFPA 20	STANDARD FOR THE INSTALLATION OF STATIONARY PUMPS FOR FIRE PROTECTION	2016 EDITION
NFPA 22	STANDARD FOR WATER TANKS FOR PRIVATE PROTECTION	2013 EDITION
NFPA 24	STANDA'RD FOR THE INSTALLATION OF PRIVATE SERVICE MAINS AND THEIR APPURTENANCES	2016 EDITION
NFPA 72	NATIONAL FIRE ALARM SIGNALING CODE (CA AMENDED);	2016 EDITION
NFPA 80	STANDARD FOR FIRE DOORS AND OTHER OPENING PROTECTIVE	2016 EDITION
NFPA 2001	STANDARD FOR CLEAN AGENT FIRE EXTIGUISHING SYSTEMS	2016 EDITION
UL 300	STANDARD FOR FIRE TESTING OF FIRE EXTINGUISHING SYSTEM FOR PROTECTION OF COMMERCIAL COOKING EQUIPMENT	2015 EDITION
UL 464	AUDIBLE SIGNALING DEVICES FOR FIRE ALARM AND SIGNALING SYSTEMS, INCLUDING ACCESSORIES	2015 (R2010) 2003 EDITION
UL 521	STANDARD FOR HEAT DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS	1999 EDITION
UL 1971	STANDARD FOR SIGNALING DEVICES FOR HEARING IMPAIRED	2002 EDITION
ICC 300	STANDARD FOR BLEACHERS, FOLDING AND TELESCOPIC SEATING, AND GRANDSTANDS	2012 EDITION

REFERENCE SYMBOLS

BUILDING SECTION:



SHEET LOCATION
SHEET NUMBER

BUILDING DETAIL:

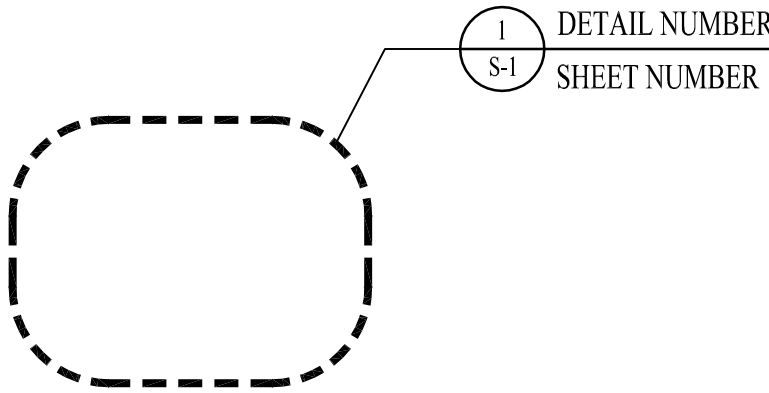


DETAIL NUMBER
SHEET NUMBER

REVISION:



PLAN ENLARGEMENT:



PROJECT INFORMATION

OCCUPANCY: S-2 (FIRE ENGINE BAY)

CONSTRUCTION: TYPE 111-B
FULLY SPRINKLED

BUILDING DESIGN PARAMETERS (CBC 1603.1 & ASCE 7-10)

VERTICAL LOADING
ROOF DEAD LOAD 17.5 PSF
ROOF LIVE LOAD 20.0 PSF

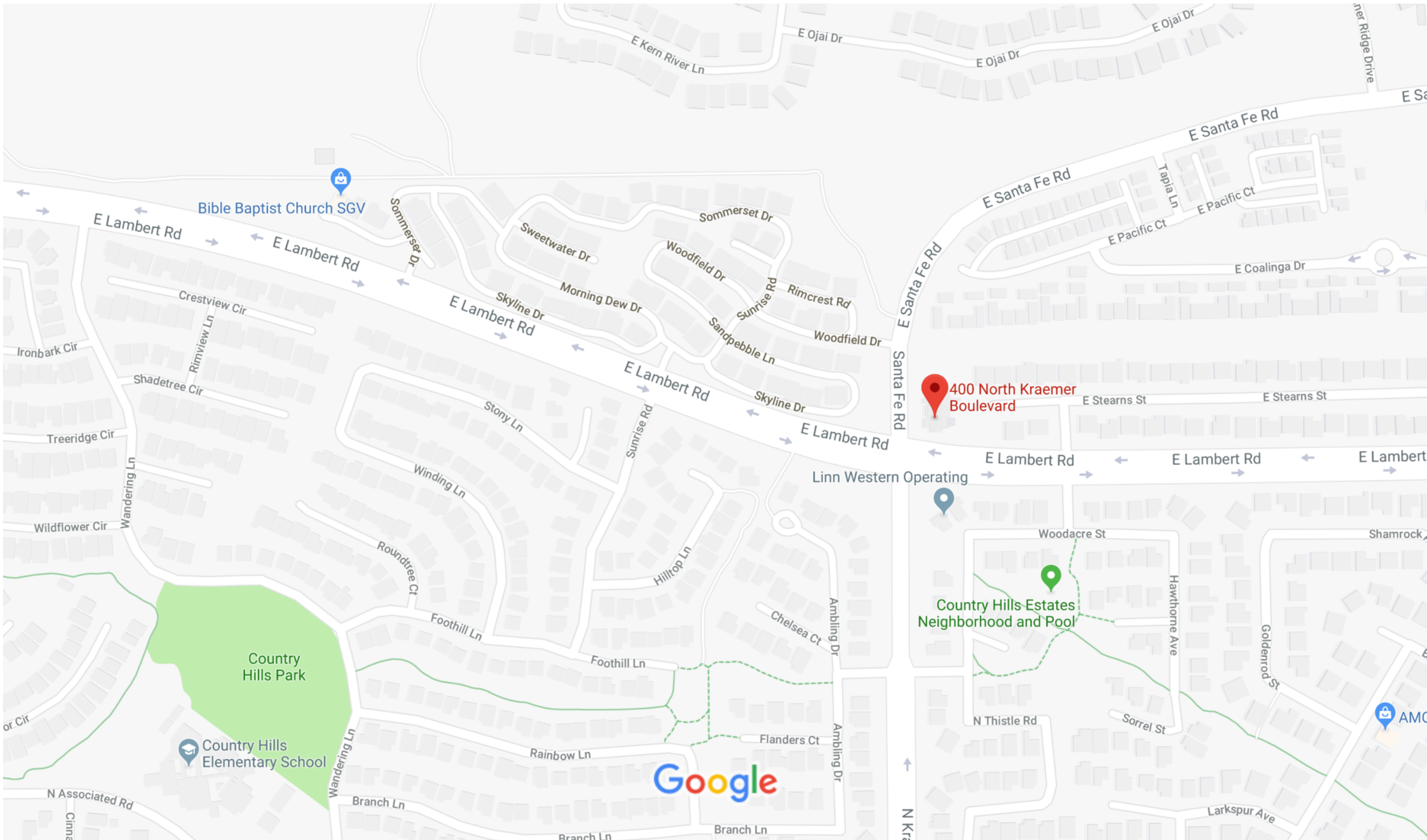
SEISMIC DESIGN CRITERIA			
Ss=2.039	Sms=2.039	Sds=1.359	SITE LAT= 33.9172 N
S1=.749	Sml=1.123	SD1=.749	SITE LONG= -117.8968 W
Fv=1.5	Fa=1.0	Ip=1.0	SITE CLASS=D
SDC=E	Cs=.190	V= .190*W (ASD)	

VALUES FROM ASCE 7-10, TABLE 30.7-2

BASIC SEISMIC FORCE RESISTING SYSTEM	R	Ωo	Cd
PLYWOOD SHEAR PANELS	5.5	2.5	4

ANALYSIS PROCEDURE ----- ASD STATIC

VICINITY MAP



TITLE SHEET

TITLE:

PROJECT SITE:
THE CITY OF BREA
FIRE STATION 3
400 N. KRAEMER BLVD.
BREA, CA. 92621

OWNER/ CLIENT:
THE CITY OF BREA
FIRE STATION 3
1 CIVIC CENTER CIR.
BREA, CA. 92621

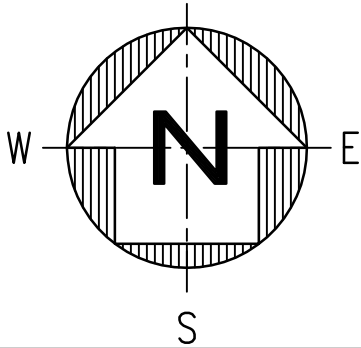
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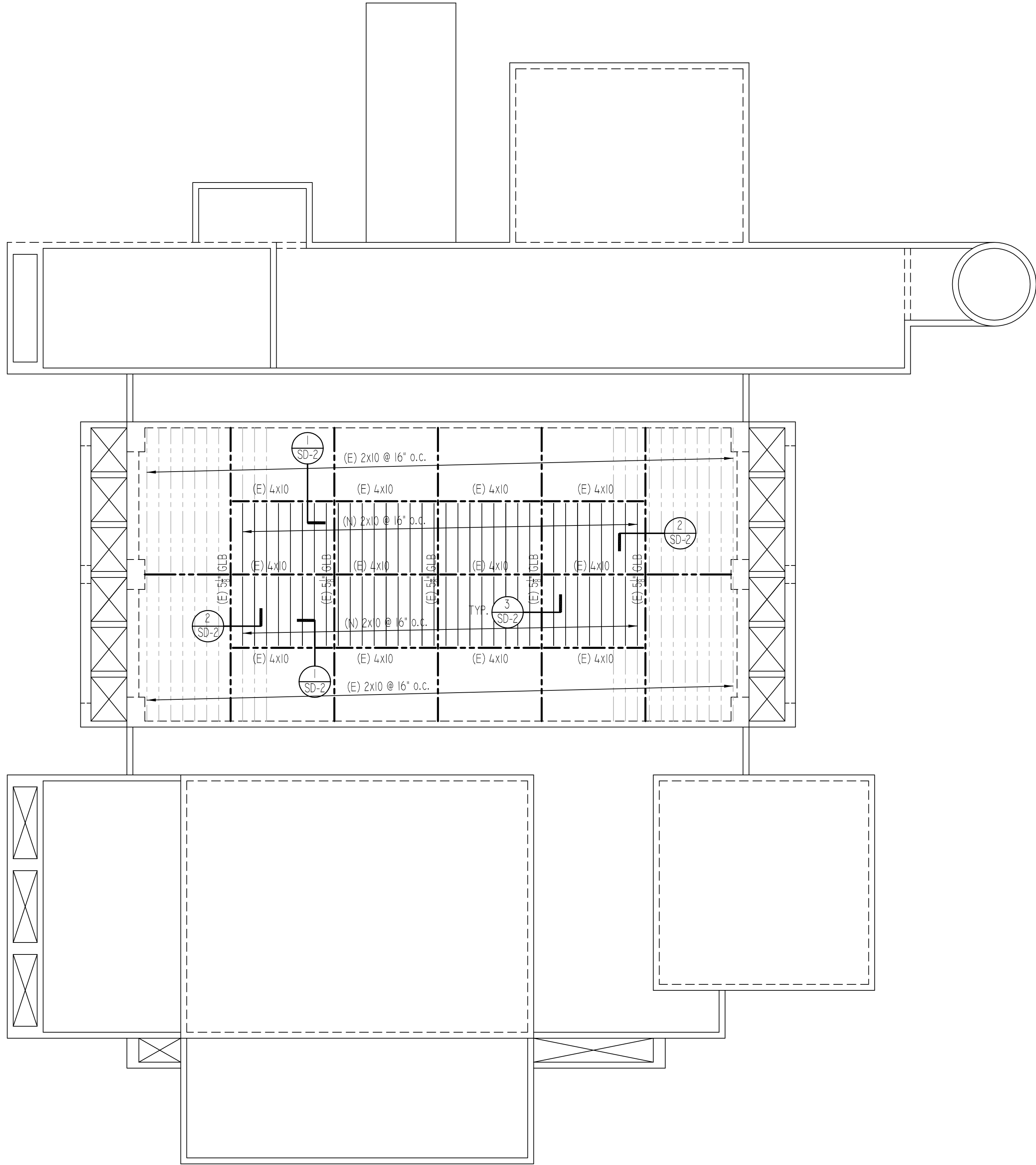
CHECKED A.D.

DATE 04/03/2019

SHEET

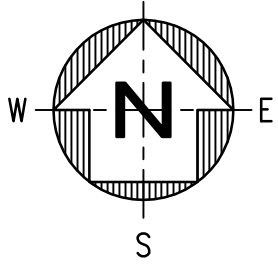
TS-1





ROOF FRAMING PLAN

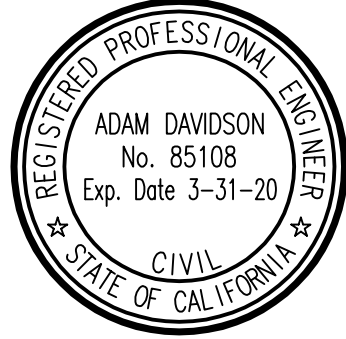
SCALE: 3/8"=1'-0"



NOTES

- 1 (N) 2" PLYWOOD ROOF SH'T'G. w/
8d @ 6" o.c. BOUNDARY NAILING
8d @ 12" o.c. EDGE NAILING
8d @ 12" o.c. FIELD NAILING

AD ENGINEERING GROUP
135 E. FLORIDA AVE. STE A
HEMET, CA 92543
PHONE 951.766.5180
FAX 951.766.1155



REVISION

ROOF FRAMING PLAN

TITLE:

PROJECT SITE:
THE CITY OF BREA
FIRE STATION 3
400 N. KRAEMER BLVD.
BRE A, CA. 92621

OWNER/ CLIENT:
THE CITY OF BRE A
FIRE STATION 3
1 CIVIC CENTER CIR.
BRE A, CA. 92621

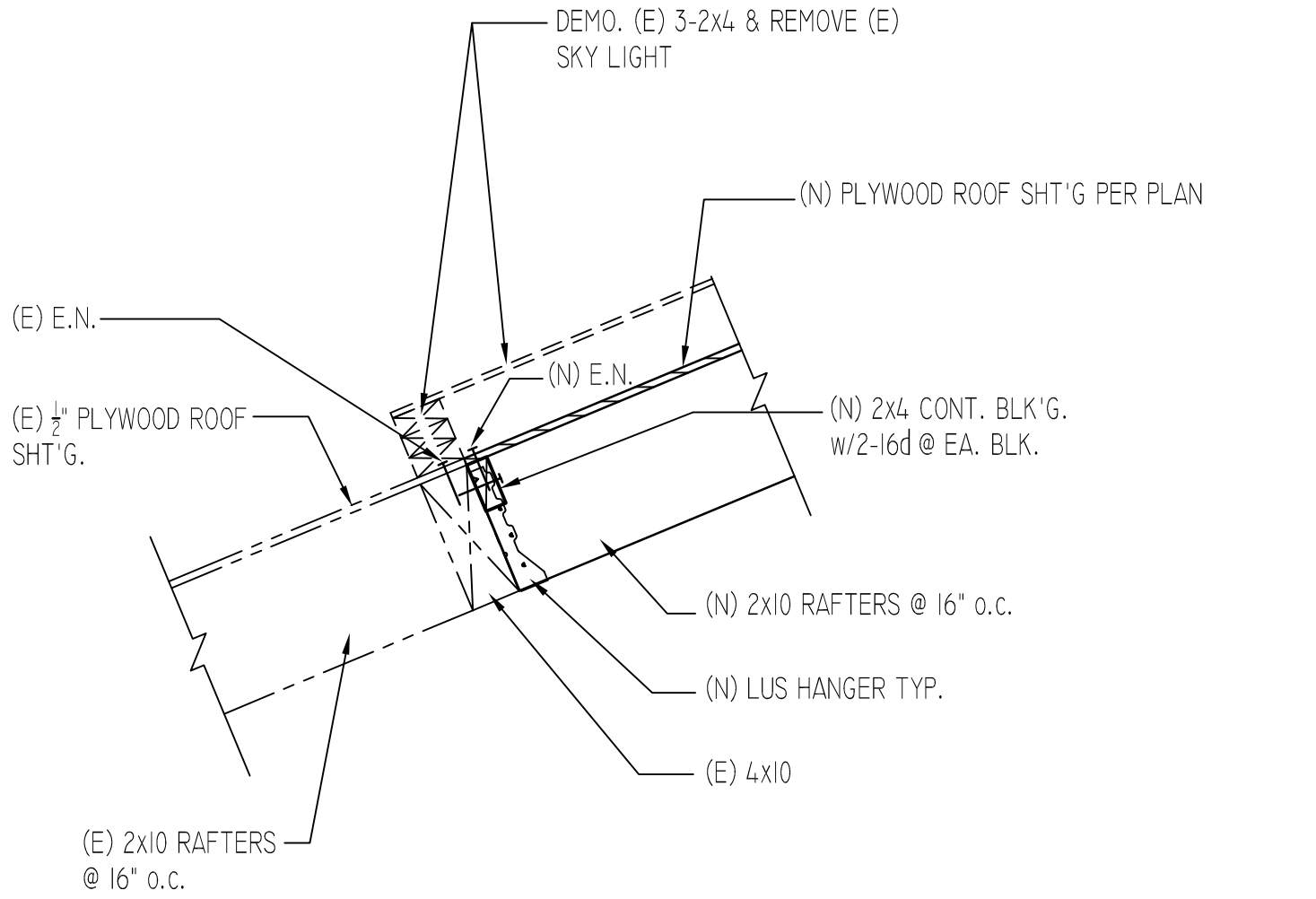
DRAWN R.D.

CHECKED A.D.

DATE 04/03/2019

SHEET

S-1



FASTENERS:

1. BOLTS: ASTM A307
2. NUTS AND WASHERS SHALL BE USED WITH ALL FASTENERS AND SHALL BE COMPITABLE WITH FASTENERS SIZES, MATERIAL TYPES AND HOLE SIZES, INACCORDANCE WITH AISC SPECIFICATIONS, UNLESS NOTED OTHREWISE.
3. THE MATERIAL/COATING TYPE SPECIFIED FOR FASTENERS (GALVANIZED) BASED ON ASSUMED EXPOSURE CONDITIONS AND THE RECOMMENDATION SET FORTH BY AISC, INACCORDANCE WITH SET COMMON INDUSTRY PRACTICE. NO GUARANTEE TO PREVENT CORROSION THROUGHOUT THE LIFE OF A STRUCTURE IS IMPLIED. FASTENERS SHALL BE MONITORED PERIODICALLY FOR SIGNS OF DETERIORATION.

GENERAL NOTES:

1. FRAMING CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE FRAMED SIMILAR TO DETAILS SHOWN FOR THE RESPECTIVE MATERIALS
2. ALL CONSTRUCTION SHALL CONFORM TO THE 2016 CALIFORNIA BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK. THE ARCHITECT OF RECORD SHALL BE NOTIFIED OF ANY DISCREPANCIES
4. NOTWITHSTANDING ANY REFERENCE IN THE CONSTRUCTION DOCUMENTS TO ANY RULE OR REGULATION, THE ENGINEER OF RECORD IS NOT ASSUMING ANY DUTY TO PROVIDE SUPERVISION OF CONSTRUCTION METHODS OR PROCESSES
5. CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDA OR A CONSTRUCTION CHANGE DOCUMENT (CCD) APPROVED BY THE DSA.

LUMBER NOTES

1. TOP PLATE OF ALL STUD WALLS SHALL BE 2 PIECES THE SAME SIZE AS STUDS. SPLICES TO LAP 4'-0" MINIMUM EACH SIDE OF JOINT, TYPICALLY UNLESS NOTED OTHERWISE PER PLAN
2. BOLT HOLES IN WOOD SHALL BE 1/8" TO 1/4" LARGER THAN THE NOMINAL BOLT DIAMETER. ALL BOLTS SHALL HAVE STANDARD CUT WASHERS UNDER HEAD AND NUT UNLESS NOTED OTHERWISE.
3. PROVIDE 2x SOLID BLOCKING BETWEEN JOISTS AND RAFTERS AT ALL SUPPORTS. BLOCKING SHALL BE ONE PIECE AND THE FULL DEPTH OF THE JOIST OR RAFTER UNLESS NOTED OTHERWISE.
4. EACH SHEET OF PLYWOOD SHALL BE IDENTIFIED BY A REGISTERED STAMP OR BRAND OF THE AMERICAN PLYWOOD ASSOCIATION.
5. PLYWOOD FOR ROOF SHEATHING SHALL BE APA RATED STRUCT I, UNLESS NOTED OTHERWISE. USE EXTERIOR TYPE, MINIMUM C-C GRADE WHERE PLYWOOD IS EXPOSED TO WEATHER. PLYWOOD FOR FLOOR SHEATHING SHALL BE APA RATED STRUC I, UNLESS NOTED OTHERWISE. ALL PLYWOOD SHALL BE GLUED WITH EXTERIOR TYPE GLUE. ALL PLYWOOD SHALL CONFORM TO THE LATEST U.S. PRODUCT STANDARD PS-1.
6. ALL WOOD BEARING ON CONCRETE OR MASONRY SHALL BE PRESSURE TREATED DOUGLAS FIR AND STAMPED BY THE PRESERVATIVE ACCREDITATION AGENCY. NAILS IN PRESSURE TREATED LUMBER SHALL BE CORROSION RESISTANT.
7. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, ETC. UNLESS SPECIFICALLY DETAILED.
8. CROSS BRIDGING SHALL BE PROVIDED AT 8'-0" o.c. MAXIMUM FOR ALL JOISTS AND RAFTERS MORE THAN 8" DEEP.
9. ALL PLYWOOD NAILS SHALL BE COMMON NAILS, NAILING SHALL BE PER CHAPTER 23 OF CBC 2013.
10. ALL STRUCTURAL LUMBER SHALL BE DOUGLAS FIR OF THE FOLLOWING GRADES, CONFORMING TO STANDARD GRADING RULES FOR WEST COAST LUMBER, NO. 17, UNLESS NOTED OTHERWISE. MAXIMUM MOISTURE CONTENT SHALL BE LESS THAN 19%.
11. USE OF MACHINE NAILING IS SUBJECT TO A SATISFACTORY JOBSITE DEMONSTRATION FOR EACH PROJECT AND THE APPROVAL BY THE PROJECT ARCHITECT OR ENGINEER. THE APPROVAL IS SUBJECT TO CONTINUED SATISFACTORY PERFORMANCE. MACHINE NAILING WILL NOT BE APPROVED IN 3/4" PLYWOOD. IF NAIL HEADS PENETRATE THE OUTER PLY MORE THAN WOULD BE NORMAL FOR A HAND HAMMER OR IF MINIMUM ALLOWABLE EDGE DISTANCES ARE NOT MAINTAINED THE PERFORMANCE WILL BE DEEMED UNSATISFACTORY.
12. JOIST HANGERS SHALL COMPLY WITH DSA IR 23-1, INCLUDING SECTION 6.
13. REJECTION OF WOOD MEMBERS, THE PROVISION IN CBC STANDARD 23-1, SECITON 23.104.1, WHICH PERMITS 5 PERCENT OF THE MATERIAL TO FALL BELOW GRADE SHALL NOT BE CONSTRUED TO PERMIT BELOW-GRADE MATERIAL TO BE USED AS LOAD CARRYING MEMBERS WHICH HAVE BEEN DESIGNED FOR SPECIFIED ALLOWABLE STRESSES AND ACCEPTABLE SAFETY FACTORS. ANY MATERIAL WHICH FALLS BELOW GRADE SHALL BE REJECTED FOR LOAD CARRYING USES. WOOD MEMBERS WHICH ARE REQUIRED TO CARRY DESIGN LOADS AND WHICH THE PROJECT ARCHITECT, ENGINEER OR INSPECTOR JUDGE TO BE MIS-GRADED SHALL BE RE-INSPECTED BY A QUALIFIED LUMBER GRADING INSPECTOR TO VERIFY THE PROPER GRADING OF THE MATERIAL. WOOD MEMBERS WHICH HAVE PERMISSIBLE GRADE CHARACTERISTICS OF DEFECTS IN SUCH COMBINATION AS TO AFFECT THE SERVICEABILITY OF THE MEMBER SHALL BE REJECTED BY THE PROJECT INSPECTOR WITH THE CONCURRENCE OF THE RESPONSIBLE ARCHITECT OR ENGINEER.
14. PRESSURE TREATED MEMBERS THAT ARE CUT OR NOTCHED SHALL BE RETREATED W/ (2) COATS OF COPPER NAPHALATE OR OTHER APPROVED PRESERVATIVE TREATMENT. CUTS AND NOTCHES IN SILL PLATES SHALL BE SPLICED W/ A SIMPSON 'RPS' STRAP AND SHALL HAVE ONE ADDITIONAL ANCHOR BOLT EACH SIDE OF CUT OR NOTCH.

NAILING SCHEDULE:

- | | | | |
|-----|--|-----|-----------|
| 1. | JOISTS OR RAFTERS TO SIDE OF STUDS (8" DEPTH OR LESS) | --- | 3-16d |
| | FOR EACH ADDITIONAL 4" OF DEPTH USE ADDITIONAL | --- | 1-16d |
| 2. | JOISTS & RAFTERS TO ALL BEARINGS, TOENAIL EA SIDE W/ | --- | 2-10d |
| 3. | STUDS TO BEARING, TOENAIL EA SIDE W/ | --- | 2-10d |
| 4. | BLK'G BETWEEN JOISTS & RAFTERS, TOENAIL EA SIDE & END W/ | --- | 10d |
| 5. | BLK'G BETWEEN STUDS, NAIL EA END W/ | --- | 2-16 |
| | OR TOENAIL W/ | --- | 2-10 |
| 6. | SHEATHING OR LET-IN BRACING EACH END, EA BOARD | 1x6 | --- |
| | | 1x8 | --- |
| | INTERMEDIATE BEARING: | 1x6 | --- |
| | | 1x8 | --- |
| 7. | CROSS BRIDGING, TOENAIL EA END W/ | --- | 2-8d |
| 8. | RIBBONS TO STUDS | 1x | --- |
| | | 2x | --- |
| 9. | DOUBLE TOP PLATES: | | |
| | LOWER PLATE TO TOP OF STUDS | --- | 2-16d |
| | UPPER PLATE TO LOWER PLATE, STAGG. @ 12"o.c. | --- | 16d |
| | ENDS OF UPPER & LOWER PLATES | --- | 3-16d |
| 10. | MULTIPLE STUDS; STAGG @ 12"o.c. | --- | 16d |
| 11. | BUILT-UP BEAMS: | | |
| | 10" OR LESS IN DEPTH EA SIDE, STAGG @ 16"o.c. | --- | 16d |
| | 10" OR MORE IN DEPTH, STAGG @ 24"o.c. | --- | 1/2 BOLTS |
| 12. | DOUBLE JOIST UNDER PARTITIONS: | | |
| | WHERE BLOCKED APART, EA JOIST, EA BLOCK | --- | 2-16d |
| | WHERE NOT BLOCKED, STAGG @ 12" o.c. | --- | 16d |

NOTE:16d NAILS CAN BE "GREEN SINKERS"
ALL OTHER NAILS SHALL BE COMMON WIRE NAILS, GALVANIZED WHERE EXPOSED

FRAMING HARDWARE:

1. ALL FRAMING HARDWARE INDICATED (A35, HDU2, ETC.) ON THESE DRAWINGS ARE FROM THE SIMPSON STRONG TIE CATALOG. ALTERNATE MANUFACTURERS WITH ICC-ES APPROVALS, THAT MEET OR EXCEED SIMPSONS LOAD CAPACITIES ARE ACCEPTABLE.

SCALE

4

TYP. INFILL OF SKY LIGHT OPENING

SCALE
1"=1'-0"

1

SCALE

5

TYP. INFILL OF SKY LIGHT OPENING

SCALE
1"=1'-0"

2

SCALE

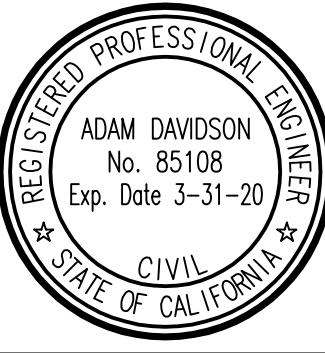
6

TYP. INFILL OF SKY LIGHT OPENING

SCALE
1"=1'-0"

3

AD ENGINEERING GROUP
135 E. FLORIDA AVE. STE A
HEMET, CA 92543
PHONE 951.766.5180
FAX 951.766.1155



REVISION

GENERAL NOTES
AND DETAILS

TITLE:

PROJECT SITE:
THE CITY OF BREA
FIRE STATION 3
400 N. KRAEMER BLVD.
BREa, CA. 92621

OWNER CLIENT:
THE CITY OF BREa
FIRE STATION 3
1 CIVIC CENTER CIR.
BREa, CA. 92621

DRAWN R.D.

CHECKED A.D.

DATE 04/03/2019

SHEET

SD-1

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/20/2019

SUBJECT: Consideration of a Professional Services Agreement with Karen Warner Associates Inc. (KWA) for the 2021-2029 Housing Element Update and Associated Environmental Needs

RECOMMENDATION

Approve the Professional Services Agreement between the City of Brea and Karen Warner Associates Inc. for preparation of the 2021-2029 Housing Element Update in an amount not-to-exceed \$85,000.

BACKGROUND/DISCUSSION

The Housing Element within our General Plan is the City's chief policy document on housing issues, including affordable housing for low and moderate-income families. A Housing Element provides the plan and programs that focus on conserving and improving existing affordable housing, provide adequate housing sites, assisting in the development of affordable housing, remove constraints to housing development, and promote equal housing opportunities.

To ensure that cities do not overlook their local responsibilities to provide housing opportunities for all income levels, each city is assigned a "fair share" number of housing units that it needs to be accommodated in the next housing cycle. Section 65588 of the California Government Code dictates that local government agencies within the Southern California Association of Governments (SCAG) regional jurisdiction are to file their adopted housing element with the State update by October 2021. The City of Brea, as well as the balance of all SCAG jurisdictions, will receive their draft Regional Housing Needs Assessment (RHNA) allocations in 2020. Approval of this contract is necessary so the work to update the Housing Element can begin and be completed as further RHNA details emerge.

The current 2014-2021 Brea Housing Element was adopted by City Council in 2013. The document was prepared by KWA, and staff has solicited a new proposal for professional services to assist with the 2021-2029 Housing Element update. The subject proposal is included as Attachment I and outlines the services and materials that will be provided if approved.

Staff has sought a sole source agreement with KWA for a number of reasons. Having completed more than one of Brea's Housing Element Update, KWA is very familiar with Brea, its housing stock, and its demographics. They have demonstrated in past work for Brea the ability to be responsive, knowledgeable, and experienced. Additionally, KWA's prior work on the Housing Element will prove to be more cost-effective than utilizing a consultant who will need to learn Brea's demographic characteristics and special housing needs. KWA's familiarity with the State

Department of Housing and Community Development needs and processes was instrumental in assisting Brea with obtaining a compliant Housing Element in previous years. Finally, and as detailed later in this report, KMA is competitively priced for services and represent a good value to Brea.

Furthermore, since the adoption of the current Element, several new pieces of legislation have taken effect and KWA have become knowledgeable with the new requirements. Their familiarity with Brea will also benefit in addressing another key change to the 6th cycle housing element update, which is SCAG's anticipated higher RHNA allocations. With new legislation to consider, staff's survey of neighboring jurisdictions shows that cities seeking Housing Element preparation are contracting services in the \$75,000 to \$225,000 range (survey of 7 cities in the SCAG region). With KWAs ability to keep its rates on par with its work in Brea from 2008 and 2013, their experience with our community, and their quality work product, their proposal represents exceptional value.

The KWA contract is at \$85,000 which includes a contingency at the lower edge of this range making the proposal competitive. As a small firm with expertise in housing issues, KWA's proposal provides excellent value to the City (with rates on par with the 2013 contract), avoiding the larger overhead charges which can be associated with larger consulting firms. Critically, staff finds that KWA will be able to meet our goal to finish this project well ahead of the state deadline of October 2021.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed this item at its meeting of August 13, 2019 and recommended approval.

FISCAL IMPACT/SUMMARY

The cost for KWA to prepare the Housing Element update will be not-to-exceed \$85,000. The funding of these services is available and will be programmed into the City budget through revenues received from our General Plan Maintenance Fee Fund (60%) and City Housing Successor Fund (40%).

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Linda Sok Tang, Management Analyst I

Concurrence: David Crabtree, Community Development Director

Attachments

Karen Warner Associates, Inc. - Housing Element PSA

AGREEMENT

THIS AGREEMENT is made and entered as of _____ ("Effective Date"), between the City of Brea, a municipal corporation ("CITY") and **Karen Warner Associates Inc.** ("CONTRACTOR"), who agree as follows:

I. Agreement

- A. This Agreement, together with the following documents are incorporated herein by reference, and supersedes all prior agreements and understandings:

Exhibit A – Scope of Work

Exhibit B – Compensation

Exhibit C – General Provisions

Exhibit D – Insurance Requirements

Exhibit E – Karen Warner Associates Inc. Proposal

- B. This Agreement may be modified by written amendment executed by all parties.

II. Services

- A. CONTRACTOR shall provide to CITY the 2021-2029 Brea General Plan Housing Element Update that will evaluate Brea's current housing needs and market conditions, constraints and resources, and will assess the effectiveness of the City's current housing programs in addressing these house issues, and related tasks ("Services") as set forth in Exhibit A and E.

III. Term

- A. This Agreement shall commence on Effective Date and shall remain in effect for two years unless terminated earlier as set forth herein ("Term").
- B. This Agreement may not be extended except by written amendment executed by all parties.

IV. Compensation Summary

- A. CITY shall pay CONTRACTOR for Services rendered according to prices set forth in Exhibit B and according to the Manner of Payment section of Exhibit C. Parties agree that full and complete payment for all Services shall not exceed \$85,000.00 for the Term ("Contract Amount").
- B. CONTRACTOR shall not render Extra Work beyond Exhibit A requirements or in excess of the amount set forth above without CITY's prior written approval.
- C. Any work performed beyond Exhibit A requirements without CITY's prior written approval shall be deemed to have been performed in fulfillment of Exhibit A requirements and included within the not-to-exceed Contract Amount.
- D. Additional Pricing Terms are set forth Exhibit B and additional Payment Terms are set forth in the Manner of Payment section of Exhibit C.

V. Insurance Requirements Summary

- A. All insurances shall be provided by companies rated A VII or better by AM BEST, and include all the required endorsements as noted Exhibit D.
- B. Exhibit D shall govern in the event of any conflict with the following coverages.

1. **Commercial General Liability (CGL)**
at least \$2,000,000 per occurrence.
2. **Automobile Liability Insurance (ALI)**
at least \$1,000,000 per occurrence.
3. **Workers' Compensation**
State of California with statutory limits
Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability Insurance (PLI)**
at least \$1,000,000 per claim; \$2,000,000 aggregate.

VI. Notices and Designated Representatives

- A. All notices made pursuant to this Agreement shall be in writing and deemed effectively given: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by confirming email; (iii) one business day after deposit with an overnight courier service; or (iv) two business days after having been sent by registered or certified mail. All communications shall be sent to:

CITY OF BREA - Project Manager:

Maribeth Tinio, Senior Planner
714-671-4439
MaribethT@CityofBrea.net
Community Development
1 Civic Center Circle
Brea, CA 92821

CITY OF BREA - City Clerk (if over \$25,000):

Lillian Harris-Neal, MMC
(714) 990-7757
LillianHN@CityofBrea.net
City Clerk
1 Civic Center Circle
Brea, CA 92821

CONTRACTOR - Representative:

Karen A. Warner, AICP, Principal
626-791-5596
KWarnerAssoc@yahoo.com
Karen Warner Associates Inc.
882 N. Holliston Ave,
Pasadena, CA 91104

(SIGNATURES ON FOLLOWING PAGE)

City of Brea
Karen Warner Associates Inc.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the day and year first set forth above:

CONTRACTOR

Business Name: Karen Warner Associates Inc.

Federal ID# EIN: 26-2942056

License Nos ☐ Contractor License #:
(if checked,
Contractor to provide) ☐ DIR Registration #:

Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☐ Limited Liability Company
(Contractor select one) ☒ Corporation (requires two signatures) ☐ Other (specify below)

Printed Name: Karen A. Warner, President + Secretary
Title: Principal

Signature: Karen Warner

Date: 7/30/19

Contractor 2nd Signature (if corporation)

Printed Name: _____

Title: _____

Signature: _____

Date: _____

CITY OF BREa

City of Brea

A municipal corporation

Printed Name: Christine Marick

Title: Mayor

Signature: _____

Date: _____

ATTEST (if over \$25,000)

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

I. General

- A. **Project Description.** CONTRACTOR shall provide everything necessary including but not limited to all staffing, labor, materials, equipment, and incidentals to provide the 2021-2029 Brea General Plan Housing Element Update that will evaluate Brea's current housing needs and market conditions, constraints and resources, and will assess the effectiveness of the City's current housing programs in addressing these house issues, and related tasks for CITY's projects ("Services").

II. Scope of Work

- A. **Basic Services.** Included in these services and for a more completely described scope of work, see the Karen Warner Associates Inc. Proposal in Exhibit E. Services include and the CITY requires:
1. 2021-2029 Brea General Plan Housing Element Update to include:
 - a) Introduction and purpose of the Housing Element in lay terms
 - b) Evaluation of accomplishments under the current Housing Element
 - c) Analysis of the CITY's existing and project housing needs
 - d) Update on the CITY's housing element sites inventory
 - e) Identification of potential housing constraints
 - f) Presentation of housing resources
 - g) Housing Plan section that sets forth the CITY's goals, policies and objectives with respect to housing
 - h) Draft and Final Housing Element for HCD review and approval
 - i) Conduct various required public participation efforts
- B. **Work Authorization.** Parties will agree upon the tasks required by the City. All work will commence upon receipt of a signed Work Authorization describing the scope.
- C. **Project Schedule.** CONTRACTOR will develop a Project Schedule ("Schedule") of important milestones as needed for CITY'S review and approval. Parties will monitor the Project for conformance with the Schedule, and CONTRACTOR will notify CITY of any necessary changes in the Schedule as appropriate. Any required milestones will be part of the Work Authorization.

III. City Provisions

- A. City will provide any relevant data that would facilitate the Contractor in providing the Services.

IV. Time of Performance

- A. **Commencement and Completion of Work.** The Services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of Work Authorization. Failure to commence work in a timely

manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

- B. **Schedule.** The Services must be completed within the time indicated in the Work Authorization.
- 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, riots, acts of war, or any other conditions beyond the reasonable control of a party.

V. Additional Services

- A. Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

End of Exhibit A

EXHIBIT B
COMPENSATION

I. Compensation.

- A. This is a Time and Material (T&M) Contract with a not-to-exceed amount between CITY and CONTRACTOR.
- B. 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.
- C. **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. Fees and Charges

- A. **Contract Amount.** Payment shall not exceed the total amount of \$85,000.00.
 - 1. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on a time-and-material basis in accordance with Attachment 1 to Exhibit B.
 - 2. **Reimbursable Expenses.** CONTRACTOR expenses that are necessary for the proper completion of the Services include, but not limited to the following:
 - a) Reproduction, shipping, handling, and delivery.
 - b) Renderings, models, mock-ups, and photography.
 - c) Sales taxes and other transactional taxes, and fees paid for securing approval of authorities having jurisdiction over the Project.
 - d) Authorized out-of-town travel, including travel time and reasonable living expenses.
 - e) The above expenses are subject to a fifteen percent markup.
 - 3. **Contingency Amounts.** The contingency amounts are \$977.00 as included in the Contract Amount and as approved by the City Project Manager.

III. Price Increases/Decreases

- A. No price increases will be permitted during the performance of the Contract.

IV. Contractor's Expense

- A. CONTRACTOR will be responsible for all costs related to photo copying, telephone communications and fax communications while on City sites during the performance of work and services under this Contract.

V. 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. 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. Invoices are to be submitted in arrears, after services have been received. Payment will be net 30 days after receipt of an undisputed invoice in a format acceptable to City. Invoices shall be verified and approved by the CITY and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the CITY for payment rests with the CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to the CONTRACTOR for correction.
2. Billing shall cover services not previously invoiced. The CONTRACTOR shall reimburse the City of Brea 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 will include the following information:
 - a) Contractor's name and address
 - b) Contractor's remittance address, if different from 1 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
Billable Rates

- A. Pricing shall remain fixed for the two-year period of the Agreement.
- B. Compensation shall be at the hourly rates set forth below for the term of the Agreement.
 - 1. Project Manager \$150
 - 2. Community Outreach \$100
 - 3. Data Collection and Analysis \$100
 - 4. GIS/Graphics \$80

End of Attachment 1

EXHIBIT C
GENERAL PROVISIONS

I. Standard Requirements

A. Compliance with Law and Industry Standards

CONTRACTOR shall forthwith undertake and complete the Services in accordance with Exhibit "A" to this Agreement and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, and industry standards all to the reasonable satisfaction of CITY.

B. Documents, Reports, Photographs, Drawings

CONTRACTOR 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 CONTRACTOR comments regarding said documents and CONTRACTOR 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 Agreement may be extended upon written approval of CITY.

C. 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.

D. Payments

CITY agrees to pay CONTRACTOR a maximum sum as set forth in Exhibit B II.B. for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, CONTRACTORS and subcontractors to CONTRACTOR. Payment to CONTRACTOR, by CITY, shall be made in accordance with the schedule set forth below.

Payments to CONTRACTOR shall be made by CITY in accordance with the invoices submitted by CONTRACTOR, 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 CONTRACTOR'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 the amount described in Exhibit "A" and (ii) further provided that in no event shall CONTRACTOR, or any person claiming by or through CONTRACTOR be paid an aggregate amount in excess of the amount set forth in this Section.

CONTRACTOR agrees that, in no event, shall CITY be required to pay to CONTRACTOR any sum in excess 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.

Additional Services: Requests for additional services must be executed by both parties prior to any work being initiated. 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. 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.

F. Ownership of Work Product

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.

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.

G. Termination

This Agreement may be terminated by CITY 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, CONTRACTOR 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 CONTRACTOR receive more than the maximum specified in paragraph II.D, above. CONTRACTOR 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 CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.

H. Insurance

Throughout the term of this Agreement, CONTRACTOR agrees to provide and maintain insurance as set forth in Insurance Requirements Exhibit D of this Agreement.

I. Indemnity

CONTRACTOR and CITY agree that CITY, its elected officials, officers employees, agents and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold CITY, its elected officials, officers employees, agents and volunteers free and harmless from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees and experts costs incurred by CITY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in, arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct in CONTRACTOR's performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the CITY.

Any tort claims filed against the CITY related to CONTRACTOR's performance of this Agreement and subsequently tendered to CONTRACTOR shall be promptly investigated, and the resolution of such claims shall be promptly reported to the CITY.

The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY, its employees, agents and officials.

CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. Notwithstanding the foregoing, CONTRACTOR agrees to be fully and primarily responsible for all claims and liabilities arising out of the acts or omissions of any of its contractors and sub-tier contractors in the performance of this Agreement.

Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

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 contracts required by this Agreement does not in any way relieve the Contractor from liability under this Section.

J. 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 CONTRACTOR without the prior written consent of CITY.

K. 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.

L. 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.

M. 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 the General Provisions and any of the Exhibits, the provisions of the General Provisions shall govern over the Exhibits.

End of Exhibit C

EXHIBIT D
INSURANCE REQUIREMENTS

I. General

- A. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.
- B. Without limiting the Contract Indemnity provisions, Contractor shall procure and maintain in full force and effect for the Term of Contract, the following policies of insurance.
- C. For all insurance required in this contract, if a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- D. If the Contractor maintains broader coverage and/or higher limits than the minimums required herein, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

II. Coverages

A. Commercial General Liability (CGL)

- 1. 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.
- 2. Limits shall be no less than \$2,000,000 per occurrence

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.

B. Automobile Liability Insurance (ALI)

- 1. 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.
- 2. If Contractor does not own any vehicles, Contractor may satisfy this requirement by providing the following:
 - a) A personal automobile liability policy for the contractor's own vehicle; and
 - b) 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).

C. Workers' Compensation (WC)

1. 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.
2. If Contractor does not have any employees who will be performing work on behalf of the City, Contractor must provide the following:
 - a) A Self-Employment Affidavit Letter 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
 - b) A certification that Contractor does not employ any individual(s) in the course and scope of business operations.

D. Professional Liability Insurance (PL)

1. 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.
2. Limits shall be no less than \$1,000,000 per claim; \$2,000,000 aggregate

III. Endorsements

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

A. Commercial General Liability & Contractors Pollution Liability

1. Additional Insured

- a) The 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 including materials, parts or equipment furnished in connection with such work or operations.
- b) Additional Insured Endorsements shall not:
 - (1) Be limited to "Ongoing Operations"
 - (2) Exclude "Contractual Liability"
 - (3) Restrict coverage to the "Sole" liability of Contractor
 - (4) Exclude "Third-Party-Over Actions"
 - (5) Contain any other exclusion contrary to the Contract
- c) 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.

Continued on Next Page

2. Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

B. Auto Liability

1. Additional Insured

The City, its elected officials, officers, employees, volunteers, boards, agents and representatives) shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor.

2. Primary Insurance

This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

C. Workers' Compensation

1. A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

IV. Insurance Obligations of Contractor

- A. 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 the City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

V. Notice of Cancellation

- A. Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

VI. Waiver of Subrogation

- A. Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

VII. Evidence of Insurance

- A. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. The City reserves

the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- B. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

VIII. Deductible or Self-Insured Retention

- A. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

IX. Contractual Liability

- A. The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this Contract.

X. Failure to Maintain Coverage

- A. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until Contractor has fully complied with the insurance provisions of this Contract.
- B. 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.

XI. Acceptability of Insurers

- A. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

XII. Claims Made Policies

- A. If coverage, including 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 Contract with the City and an extended reporting period shall be exercised for a period of at least 10 years from termination or expiration of this Contract.

XIII. Insurance for Subcontractors

- A. Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

End of Exhibit D

Exhibit E



Proposal for

CITY OF BREA 2021-2029 HOUSING ELEMENT

July 24, 2019

KAREN WARNER ASSOCIATES, INC

Housing Policy Consultants

882 N. Holliston Avenue

Pasadena, California 91104

(626) 791-5596

kwarnerasoc@yahoo.com



KAREN WARNER ASSOCIATES

**CITY OF BREA
HOUSING ELEMENT PROPOSAL**

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UNDERSTANDING THE PROJECT

Based on discussions with staff, we understand the City is interested in consultant assistance in updating its 2013-2021 Housing Element for the 2021-2029 period. Karen Warner Associates has worked with Brea on its last several Housing Elements, and welcomes the opportunity to continue to work with the City.

Since adoption of the current Element, several new pieces of legislation have taken effect that will impact the Element update, and the sites analysis in particular. AB 879 (Grayson) and AB 1397 (Low) expand the required analysis of governmental and non-governmental constraints and the development of programs to address, and require additional justification for the inclusion of sites in the housing element sites inventory, particularly for sites identified as addressing the city's lower income housing needs.

State HCD will be preparing technical assistance memorandum on the new requirements for the 6th cycle updates, including templates for the available sites inventory. KWA recently prepared a 4 year, mid-cycle update for a SCAG jurisdiction subject to the new legislation, is familiar with HCD's expectations for the Element, and will ensure the Brea Housing Element addresses all current statutory requirements. Included in the appendix to this proposal is HCD's current housing element review checklist, with new requirements highlighted in yellow.

Another key change to the 6th cycle housing element update is the expectation of significantly higher RHNA allocations from SCAG. While the City has a good buffer of available sites in its current Housing Element, some of these sites may no longer qualify under the more stringent site justification requirements. A key component of the update will therefore be the identification of additional sites early in the process that can be vetted by the community and are sufficient to meet the City's regional growth requirements.

A primary objective of Brea's Housing Element update continues to be to maintain State HCD compliance. State approval provides the City access to a variety of State housing funds, and provides added legal protection to the General Plan. KWA offers unparalleled experience in developing housing elements that are both acceptable to the State, and endorsed by the community and its decision-makers.

SCOPE OF WORK

The 2021-2029 Housing Element will evaluate Brea's current housing needs and market conditions, constraints and resources, and will assess the effectiveness of the City's current housing programs in addressing these housing issues. The following Scope of Work presents the Element's major tasks, and depicts how these tasks build upon one another to establish a comprehensive housing strategy for the City.

TASK 1. INTRODUCTION

The introductory chapter to the Element sets the stage by describing the purpose of the Housing Element in lay terms and establishes the community's housing context. The Introduction also includes a summary of key housing issues; establishes the Housing Element's relationship with the balance of the General Plan; and describes the public participation process.

TASK 2. EVALUATION OF ACCOMPLISHMENTS UNDER ADOPTED ELEMENT

In order to develop appropriate programs to address the community's housing needs, KWA will work with City staff to determine the achievements under adopted housing programs in the 2014-2021 Brea Housing Element, and evaluate the effectiveness of these programs in delivering housing services. This evaluation will include a description of the City's track record in producing new affordable housing during the prior planning period, and a comparison of both market rate and assisted housing production with the City's identified regional housing growth needs (RHNA).

The following are among several key program actions in Brea's Housing Element to be reviewed and evaluated for appropriateness in the Element update:

- ✓ Preservation of the 55 units of at-risk housing
- ✓ Re-designating identified opportunity sites for high density/mixed use
- ✓ Establishing new R-3H zone district
- ✓ Creating publicly owned land inventory, and evaluate for housing
- ✓ Elimination of CUP in MU-I and MU-II districts for residential with on-site affordable units

TASK 3. HOUSING NEEDS ASSESSMENT/RHNA

This section of the Housing Element provides a comprehensive analysis of the City's existing and projected housing needs, and serves as a guide for focusing Housing Element policies and programs in response to these needs. The Needs Assessment encompasses an analysis of the following:

- ✓ Population and household characteristics
- ✓ Housing stock characteristics

- ✓ Assisted housing at-risk of conversion to market rate
- ✓ Regional Housing Needs Assessment (RHNA)

Population and Household Characteristics. Data sources including the American Community Survey, 2020 Census (as available), CSUF Center for Demographic Research, School District, and available local studies will be compiled and evaluated to derive the following demographic and household information:

- ✓ Current population and population growth trends for City and comparable communities.
- ✓ Population characteristics including age distribution and race/ethnicity, and demographic shifts over past 2 decades.
- ✓ Current and projected employment in Brea.
- ✓ Household characteristics including household type, tenure and size, overcrowding/severe overcrowding by tenure and geographic concentration, and housing overpayment/severe overpayment for owners and renters.
- ✓ Household income for City in comparison to the region and other comparable communities, income differences within the City, identification of persons living in poverty.
- ✓ Special needs populations - including seniors, large families, disabled, single-parent households, homeless. Analysis of the income and tenure characteristics of these groups, and availability of specialized housing in Brea to meet their needs.

Housing Stock Characteristics. Information on the City's housing stock and current market characteristics will be obtained from a variety of published sources, including CoreLogic sales data, CoStar and internet rent surveys, and local market studies. The following information will be provided:

- ✓ Housing growth trends for Brea and similar communities.
- ✓ Housing unit mix and tenure, and geographic concentrations of rentals, including single-family rentals.
- ✓ Vacancy rates.
- ✓ Home ownership and rental market analysis.
- ✓ Affordability analysis of City's owner and rental housing to very low, low and moderate income households
- ✓ Housing conditions analysis to assess the magnitude of units requiring rehabilitation or replacement in Brea.

Assisted Housing "At-Risk" of Conversion to Market Rate. Housing Element statutes require documentation and analysis of assisted low income rental projects at-risk of conversion to market rate over the ensuing ten year period (2021-2030). The current Housing Element evaluated five rental projects with affordability periods ending prior to 2023 (Birch Terrace Apts, Brea Woods Senior Apartments, Civic Center Apartments, Villa Senior Apartments and William's Senior Apartments). Four of these projects are mixed income, including both market rate and affordable units.

For projects deemed at-risk of conversion within the ten year time frame, the following analysis will be conducted: a) assessment of level of risk; b) estimate of the costs of preserving units through transfer to non-profit ownership, provision of rental assistance, and purchase of affordability covenants; and c) estimate of the costs of replacing units. As part of the Housing Resources chapter of the Element, KWA will develop an inventory of financial and administrative resources available to the City for preservation and/or replacement. Within the Housing Program section of the Element, programs for preserving the at-risk units will be identified, along with specific quantified objectives for the City's preservation goals.

TASK 4. SITE AVAILABILITY

This section of the Element provides an inventory of vacant and underutilized parcels within Brea available for residential and mixed-use development during the 2021-2029 planning period.

Pursuant to AB 1397, sites must now meet the following requirements to be included in the housing element sites inventory:

- Sites must be "available" for residential development with "realistic and demonstrated potential" to accommodate housing development. Identified sites must have access to sufficient water, sewer, and dry utilities, or be part of a mandatory program to provide such utilities. Additional justification required on the unit capacity for each site, including review of project densities on similar sites in the city and at similar affordability levels.
- Lower income sites must be between 1/2 acre and 10 acres in size, unless the city can provide evidence why the site would be appropriate, such as proposal or approved development project affordable to lower-income households for the site.
- Vacant sites identified in two or more prior housing elements for lower income households, and non-vacant sites identified in the prior housing element for lower income households that have not been approved for housing can no longer be used to fulfill the city's lower income RHNA need unless: a) the site is or will be rezoned to the minimum lower-income household density for the city within three years; and b) the zoning allows for residential development by right of at least 20% of the units for lower income households.
- Expanded analysis and justification of non-vacant sites, including city's past experience converting existing uses to higher density residential development,

current market demand for the existing use, and analysis of any existing leases or contracts that could prevent redevelopment of the site.

- If a city relies on non-vacant sites to accommodate 50% or more of its housing need for lower-income households, the "existing use shall be presumed to impede additional residential development, absent findings based on substantial evidence that the use is likely to be discontinued during the planning period." Sites identified for housing development that currently or within the last five years contained residential units occupied by lower-income households, or were subject to an affordability requirement or local rent control policy, must be replaced one-for-one with units affordable to the same or lower income levels.

The initial step in this task will be to update the existing sites inventory based on building permits issued during the prior planning period and current projects with entitlements. The updated inventory will then be further refined and sites eliminated that fail to meet the criteria established under AB 1397. Upon release of the draft RHNA allocation by SCAG in February 2020, KWA will coordinate with staff to identify potential additional sites as necessary to meet regional needs. Given the strengthening of "No Net Loss" planning law under SB 166 to require an adequate sites inventory be maintained throughout the RHNA planning period by income category, it will be important for Brea to have a sufficient sites buffer to offset any sites developed at lower densities or higher income levels than assumed in the Housing Element.

KWA will coordinate with City GIS staff to prepare residential site maps for inclusion in the Element, as well as for use in the public meetings.

TASK 5. POTENTIAL HOUSING CONSTRAINTS

The constraints section of the Element encompasses both governmental and non-governmental constraints upon the maintenance, improvement or development of housing. Non-governmental constraints include: market mechanisms (land and construction costs, availability of financing); infrastructure, and environmental constraints. Potential governmental constraints are evaluated in detail, and include an analysis of the following: General Plan land use designations; residential and mixed use development standards; inclusionary zoning ordinance and in-lieu fees; zoning provisions for a variety of housing types; planning and zoning regulations for persons with disabilities; on- and off-site improvements; building codes and related code enforcement; fees and exactions; and processing and permit procedures. Various affordable housing incentives offered by the City, such as flexible development standards, density bonuses, fast track processing, reduced fees, etc. will also be evaluated.

Per AB 879, the governmental constraints analysis must now specifically address "any locally adopted ordinances that directly impact the cost and supply of residential development." Such ordinances include inclusionary housing and short-term rental ordinances, and mitigation fees related to traffic and parks. The non-governmental constraints section of the element must now analyze requests to develop housing at densities below those identified in the housing element sites inventory, and the length of time between project approval and submittal of building permit application. To the extent analysis identifies governmental or non-governmental constraints, the element must include a program to address.

TASK 6. HOUSING RESOURCES

This section of the Element presents the primary local, County, State, federal, and private funding resources available to support Brea's housing program, including information on program parameters. The status of the Brea Redevelopment Agency will be discussed, and remaining redevelopment set-aside funds projected to be available through the planning period. Administrative resources – public and non-profit agencies involved in local housing activities – are described. Within the context of energy conservation resources, green building and policies for environmental sustainability in Brea will be presented.

TASK 7. HOUSING PLAN

The Housing Plan section of the Element sets forth the City's goals, policies and objectives with respect to housing, and establishes a comprehensive program strategy with specific program actions.

Policies and programs will initially be based on the City's current practices, and augmented and refined in response to the community's identified housing needs, constraints and resources; and in response to public and decision-maker input. KWA will develop detailed programmatic descriptions for any new programs being proposed, including identification of interim steps necessary to initiate the program, potential funding sources, and timeframe for program implementation.

The Housing Plan will include a program summary chart, which specifies the following for each program: program objective, funding source, responsible agency and implementation time frame. This chart can then be used to track program implementation, and can serve as the basis for the City's annual report to the State Department of Housing and Community Development (HCD).

TASK 8. DRAFT HOUSING ELEMENT/HCD REVIEW

All the prior tasks will be integrated into a comprehensive draft Housing Element for staff review. Upon receipt of staff comments on the initial draft document, KWA will prepare a revised draft Element for presentation before the City's decision-makers. Any necessary revisions will be made based on decision-maker input, and a public review draft Element will be prepared for submittal to the State to initiate their 60-day review period. The Element will be formatted with text, tables and graphics suitable for posting on the City's website.

KWA will serve as the City's liaison with State HCD during review of the draft Element. Once the HCD reviewer has been assigned for Brea, KWA will schedule a conference call along with City staff to discuss any concerns the State may have with the Element. Upon receipt of HCD's official written comments on the draft, KWA will coordinate with staff in developing any necessary changes and will advise staff as to whether a second round of HCD review is recommended. KWA's fixed fee project budget includes up to two rounds of review with HCD, with additional review after the 2nd letter on the draft Element to be charged on a time and materials basis.

While not anticipated, to the extent there continue to be outstanding policy issues raised by the State, KWA will prepare a memo identifying options and recommendations to achieve HCD compliance for presentation to the City's decision-makers.

TASK 9. FINAL ADOPTED HOUSING ELEMENT/SUBMITTAL TO HCD

Following adoption by the City Council, KWA will prepare the final Brea Housing Element to reflect revisions directed by the City Council. Public input received on the Draft Housing Element will also be summarized.

KWA will draft a letter for submittal of the adopted Element to HCD, identifying any changes made in the Element since the State's prior review.

TASK 10. PUBLIC PARTICIPATION

We understand the City is interested in augmenting the public outreach conducted in prior Housing Elements to better engage the community at-large, in addition to continuing to solicit input from stakeholders and community representatives. For purposes of budgeting, we have included the following outreach in the scope, and will plan on further refining the approach based on additional discussions with staff.

- ✓ Community-wide workshops (2)
- ✓ Stakeholders workshop (1)
- ✓ Public study sessions before Planning Commission and City Council (2)
- ✓ Public hearings before Planning Commission and City Council (2)

Community Workshops will be interactive in nature, and geared towards presenting information in non-technical terms understandable to the lay public. The initial community workshop will focus on education, first establishing the context of the Housing Element and RHNA/site requirements, and then providing an overview of the community's documented housing needs and current housing programs. Depending on the size of the group, we will either work with the group as a whole, or break into small groups to brainstorm the community's most pressing housing needs and opportunities.

At the subsequent community workshop, we will facilitate group discussion on the housing element sites inventory and potential new housing sites to address the RHNA along with a sufficient sites buffer. KWA will coordinate with City staff to provide maps and photos of potential sites for review and vetting by the community.

At the conclusion of the two public workshops, KWA will prepare a summary report of community comments and recommendations for presentation in study sessions before the Planning Commission and City Council.

We recommend continuing to hold a more focused **stakeholder's workshop** involving groups and individuals involved with housing issues in Brea and the broader Orange County region. The purpose of the workshop is to provide stakeholder's with information on Brea's housing needs and current programs, and to solicit input regarding the City's options and potential resources available to address key needs.

Public study sessions before the Planning Commission and City Council provide an opportunity for policy-direction early in the process prior to finalization of the draft

Housing Element. KWA will present the City's decision-makers with a summary of community input received along with the proposed housing sites, policies and programs for the Element. Materials are prepared both as a handout and as a PowerPoint presentation. Study sessions are noticed to the public, and participants are directly notified to provide additional opportunity for input prior to public hearings.

As part of the **public hearings** before Planning Commission and City Council on the Element, KWA will assist staff in presentation of the Element, and as necessary, discuss any outstanding policy issues and work with the City's decision-makers towards resolution.

CEQA COMPLIANCE

For the 2014-2021 Housing Element, KWA contracted with Rincon Consultants to prepare an Addendum to the 2003 General Plan EIR. For the 2021-2029 Housing Element, we have again asked Rincon to join the team and are proposing to prepare an Initial Study - Negative Declaration (IS-ND) for CEQA compliance.

Rincon will prepare an Administrative Draft IS-ND, a Public Review Draft IS-ND, and a Final IS-ND incorporating response to comments. If mitigation measures are identified, the Final IS-ND will include a Mitigation Monitoring and Reporting Program. Rincon's complete scope of services, schedule and budget are included in the Appendix to the proposal.

PROJECT DELIVERABLES

The following products are included within KWAs scope of services for the 2021-2029 Housing Element. All products and PowerPoint presentations will be provided to the City electronically, along with a reproducible hard copy for making additional copies.

Community Outreach Program

- ✓ Community Workshop materials (City staff to prepare maps/photos of sites)
- ✓ Stakeholder's Workshop materials
- ✓ Planning Commission/City Council Study Session materials
- ✓ Planning Commission/City Council Public Hearing materials

Housing Element

- ✓ Screencheck Draft Housing Element for staff review (3 copies plus reproducible)
- ✓ Revised screencheck Draft Housing Element for PC/CC (one reproducible)
- ✓ Public/HCD Review Draft Housing Element (3 copies plus reproducible)
- ✓ Memo identifying changes to Draft Element in response to HCD (*as necessary*)
- ✓ Public hearing Draft Housing Element (5 copies, plus one reproducible)
- ✓ Final approved Housing Element (5 copies, plus one reproducible)

CEQA Compliance

- ✓ Administrative Draft IS-ND
- ✓ Public Review Draft IS-ND (15 copies)
- ✓ Final IS-ND

PROJECT SCHEDULE

The following presents a general project schedule for the Brea Housing Element, subject to refinement based on further discussions with staff. KWA has a strong reputation for keeping projects on track, and offers the full commitment of staff throughout the project to ensure a successful program.

1. Project Kick-off	September 2019
2. Update Existing Sites inventory (per AB 1397, building permits issued, entitled projects)	October - November
3. <i>Release of draft RHNA by SCAG</i> Identification of additional sites	February - March 2020
4. Public Outreach and vetting of sites: ✓ Community Workshops (2) ✓ Stakeholder's Workshop	March - June
5. Screen Draft Housing Element	August
6. Revised Screen Draft Element Planning Commission/City Council Study Sessions	September - October
7. <i>Adoption of final RHNA by SCAG</i>	October
8. Public Review Draft Element HCD 60 day review of Draft Element	November-December
9. CEQA Administrative Draft IS-ND Public Review Draft IS-ND Final IS-ND	November November January 2021
10. Public Hearing Draft Element Planning Commission/City Council Public Hearings Submittal of Adopted Element to HCD	January 2021 - March

PROJECT BUDGET

The budget on the following page is KWA's estimate of the time and costs required to complete the Scope of Services outlined in our proposal for the Brea 2021-2029 Housing Element Update. Costs are identified by individual staff members by indicating the number of hours for each phase of the work program multiplied by hourly billing rates.

The number of public meetings proposed includes two community workshops, a stakeholder's workshop, two study sessions, and two public hearings, with additional meetings billed on a time and materials basis.

KWA will be responsible for all data compilation and will limit reliance on staff to provision of available documents, input on progress under the adopted Housing Element, and mapping for the sites inventory. We will, however, expect to coordinate with staff during key aspects of the Housing Element program, such as during preparation of the sites inventory, development of Housing Element strategies, preparation and advertising for the community outreach, and in review of draft documents.

BREA 2021-2029 HOUSING ELEMENT

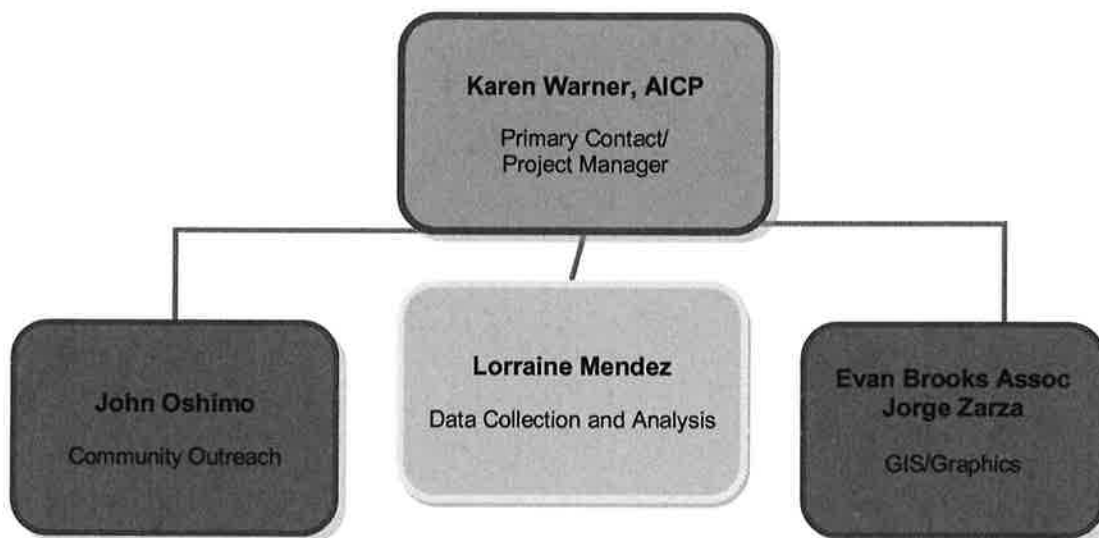
PROJECT BUDGET 2021-2029 CITY OF BREA HOUSING ELEMENT

Task	Staff Person Hourly Rate	Warner \$150 # hours	Mendez \$100 # hours	Oshimo \$100 # hours	Graphics \$80 # hours	TOTAL
1	Element Introduction	4				\$600
2	Review of Existing Housing Element	12	16			\$3,400
3	Housing Needs Assessment/RHNA	20	75		8	\$11,140
4	Site Availability	40	8		16	\$8,080
5	Potential Housing Constraints	24	12			\$4,800
6	Housing Resources	8	12			\$2,400
7	Housing Plan	32	40			\$8,800
8	Draft Housing Element/HCD Review	60	24		6	\$11,880
9	Final Housing Element/Submittal to HCD	12	4			\$2,200
10	Public Participation					
	Community workshops (2)	20		24	12	\$6,360
	Stakeholder Workshop	12		12	4	\$3,320
	Council/Commission Study Sessions (2)	12			2	\$1,960
	Council/Commission Public Hearings(2)	12			2	\$1,960
	Staff Meetings (3)	9		3		\$1,650
	Subtotal	277	191	36	50	\$68,250
	CEQA Compliance: IS-ND	See Appendix for budget breakdown				\$14,273
	Direct Costs					
	Reproduction/Mileage/Miscellaneous					\$1,000
	CoreLogic Purchase					\$250
	CoStar Purchase (est.)					\$250
	TOTAL					\$84,023

PROJECT TEAM AND QUALIFICATIONS

The KWA project team for the 2021-2029 Brea Housing Element will consist of Karen Warner, who will serve as project manager, Lorraine Mendez, who will assist in conducting background research for the Element and John Oshimo, who will support in community outreach. KWA will also utilize Jorge Zarza of Evan Brooks Associates for graphics/GIS support. Ms. Warner has worked with both Mr. Oshimo and Ms. Mendez on numerous housing elements, Consolidated Plans and fair housing assessments in Orange and Los Angeles counties.

Statements of qualification for team members are attached.





KAREN WARNER ASSOCIATES

STATEMENT OF QUALIFICATIONS

KAREN A. WARNER, AICP

Karen Warner is a consultant with over 25 years of experience in providing housing policy services to municipal clients. Karen Warner Associates (KWA) offers the following range of housing services, along with GIS mapping and graphics capability:

Housing Plan Preparation

Housing Elements

Consolidated Plans

Affordable Housing Strategies

Special Housing Studies

Inclusionary Zoning Studies

Anti-Displacement Studies

Zoning Ordinance Implementation

Project Review

Affordable Housing Projects

Density Bonus Applications

Accessory Unit Applications

HOUSING POLICY SERVICES AND EXPERIENCE

Housing Elements and Implementation

Ms. Warner is a recognized leader in the field of **housing elements**, having authored over 100 elements throughout the State. She has been involved in four Regional Housing Needs Assessment cycles, and assisted several SCAG cities in appealing their RHNA allocations. Ms. Warner works with many of her housing element clients to assist in program implementation, including drafting zoning code amendments, conducting land use/second unit surveys, preparing program handouts, and conducting various specialized studies. *She recently drafted ordinances for several cities to address the new density bonus and accessory dwelling unit laws which took effect January 1, 2017.*

Nexus Studies

Ms. Warner has prepared several **nexus studies** in support of inclusionary zoning and commercial impact fee ordinances. *She worked with the City of Burbank in development of its first inclusionary housing ordinance; assisted the cities of Agoura Hills, Calabasas and Huntington Park in conducting inclusionary housing and commercial impact fee studies; and teamed with Keyser Marston Associates in preparing a residential nexus analysis and recommended ordinance revisions in Sonoma and Mill Valley.*

Federally Mandated Housing Plans

Ms. Warner has overseen the preparation of numerous **federally mandated housing plans**, including over 25 Consolidated Plans and 15 Analysis of Impediments to Fair Housing Choice (AI). Many of these plans have involved consensus building among divergent stakeholders to establish a unified vision for expenditure of public funds. *She completed Consolidated Plans for the cities of Burbank, Huntington Beach and Santa Barbara using HUDs new e-Con Planning Suite, and worked with 16 Orange County cities in preparing a regional Analysis of Impediments to Fair Housing.*

882 N. Holliston Ave. • Pasadena, CA 91104 • 626-791-5596

KWarnerAssoc@yahoo.com

PRIOR PROFESSIONAL EXPERIENCE

Prior to forming KWA in 2002, Ms. Warner worked as a planner in both the public and private sectors. Private sector experience over the past 25 years included serving as Director of Housing Programs for Cotton/Bridges/Associates, and as General Plan project manager for Envicom Corporation. Public sector experience included current planning work for the City of Paramount and County of Santa Barbara. As a research assistant for HUD in Washington D.C., Ms. Warner produced a guidebook for local jurisdictions to facilitate mixed-use development.

Ms. Warner has served as a conference speaker on housing issues for APA, CRA, HUD, NAHRO, HUD, and the League of California Cities.

EDUCATION

Master in Urban Planning, UCLA

B.A. in Environmental Studies/Business Economics, UC Santa Barbara

UCLA Continuing Education - courses in public speaking and community facilitation

REPRESENTATIVE PROJECTS

Housing Elements

City of Beverly Hills
City of Brea
City of Burbank
City of Huntington Beach
City of Mill Valley
City of Pasadena
City of Santa Fe Springs
City of Santa Clarita
City of Santa Monica
City of San Rafael
City of Sausalito
City of Sonoma
City of Sunnyvale
City of Yorba Linda

Inclusionary Housing Studies/Ordinances

Agoura Hills Inclusionary Housing Fee Study
Burbank Inclusionary Housing Ordinance
Calabasas Housing/Commercial Impact Fee Study
Calabasas Housing Trust Fund Strategy
Huntington Park Fee Analysis/Housing Strategy
Mill Valley Nexus Study/Ordinance Recommendations
Santa Rosa Inclusionary Ordinance Update
Sonoma Nexus Study/Ordinance Recommendations

Consolidated Plans/

Fair Housing Assessments (AI)

City of Burbank
City of Glendora
City of Huntington Beach
City of Long Beach
City of Santa Barbara
City of Santa Monica
City of Westminster
County of Los Angeles (County & 49 cities)
County of Orange Regional AI (16 cities)

Other Housing Studies

Duarte Affordable Housing Strategy
Huntington Park CDBG and HOME Administration
Long Beach Housing Action Plan
MERCIAffordable Housing Grant Applications
Mill Valley Housing Element (Zoning) Implementation
Pasadena Housing Agenda for Action
Reno/Sparks/Washoe Co. Affordable Housing Plan
San Fernando ADU and Density Bonus Ordinance
Santa Rosa Density Bonus Ordinance Update
Sausalito Housing Element (Zoning) Implementation
Sierra Madre Second Unit Survey/Amnesty Program
Sunnyvale Affordable Housing/Anti-Displacement Plan

LORRAINE MENDEZ

2100 Cold Stream Court, Oxnard, CA 93036

(805) 665-7310

Lorraine-mendez@hotmail.com



OBJECTIVE

To support local municipalities with the administration and implementation of Federal CDBG and HOME programs.



EDUCATION

B.A. Economics, Minor in Business | California State University, Northridge



EXPERIENCE

Housing and Community Development Consultant | Lorraine Mendez & Assoc.

JULY 2006 – PRESENT

Assist various cities with ongoing administration of HUD's Community Development Block Grant (CDBG) and Home Investment Partnerships Act (HOME) programs, including:

- Preparation of Annual Action Plan, Five Year Consolidated Plan, and Consolidated Annual Performance Evaluation Report (CAPER).
- Preparation of department protocols and procedures.
- Management of the federal Integrated Disbursement and Information System (IDIS).
- Environmental Review Records up to level of Environmental Assessment.
- Monitoring of City's HOME-assisted affordable housing agreements including on-site monitoring of housing projects to ensure compliance with HOME regulations.
- Assistance with other assignments as needed including the development a code enforcement strategy for use of CDBG funding, affordable housing agreements, layering reviews, staff reports, requests for proposals, and other department reports and correspondence.

Subconsultant to Karen Warner Associates (KWA) | various assignments

JULY 2006 – PRESENT

Worked closely with Ms. Warner in the preparation of background reports on several Housing Elements, including elements for the cities of Brea, Huntington Park and Agoura Hills.

Collaborated with KWA in the preparation of federal Consolidated Plans for the cities of Santa Barbara and Burbank. Was under contract to KWA for administration of the CDBG/HOME program in Huntington Park for over seven years.

Administrative Analyst II | City of Burbank

OCTOBER 2000 – JUNE 2005

Managed Community Development Department Administrative Division including handling of department personnel issues, coordinated budgets for General Fund, Special Revenue Funds, Housing Authority, Redevelopment, CDBG, HOME, and CIP Programs, organized community outreach programs, and oversaw council agenda for department.

STATEMENT OF QUALIFICATIONS

JOHN N. OSHIMO

John N. Oshimo has 40 years of professional urban planning experience and has successfully managed community and regional planning projects: general plans (especially land use and housing elements); specific plans; demographic analyses and forecasts; economic development/redevelopment plans and implementation projects; and environmental documents (CEQA). He has also conducted numerous community participation workshops that provided planning information and received input from residents, businesses, and public agencies on the development of various planning programs.

Mr. Oshimo has worked on a broad range of planning projects, and this experience has given him an understanding of the relationships among the various planning disciplines, as well as the relationship between the private and public sectors and between local and regional planning entities.

RELEVANT PLANNING EXPERIENCE

General Plan/Specific Plan

Mr. Oshimo prepared seven Housing Elements (Artesia, Arvin, Gardena, Indio, La Habra, Rosemead, Lakewood) and numerous General Plans and Specific Plans, including the City of Arvin General Plan Update (Land Use, Housing, Air Quality, Conservation/Open Space, and Community Health Elements) and the City of Gardena General Plan Update and EIR. He also prepared the senior housing specific plans for the Cities of Apple Valley, Artesia, and Sierra Madre.

Public Outreach

As part of the planning process, Mr. Oshimo has conducted numerous community meetings for planning documents, such as Land Use and Housing Elements, Consolidated Plans and Analysis of Impediments studies, redevelopment projects, and CEQA documents (EIRs). For the 16 Orange County Cities Analysis of Impediments project, Mr. Oshimo conducted five community meetings at different locations in Orange County. The meetings provided information on fair housing laws, and gave residents and housing service agencies an opportunity to share their fair housing issues and concerns, which were incorporated into the Analysis of Impediments document. For this project, he also prepared newspaper notices, handout materials, and the presentation. Mr. Oshimo was also involved in the El Monte Community Building Initiative that targeted three areas of the city in developing a community development strategic plan from the neighborhood up.

CDBG/HOME Funding Programs

Mr. Oshimo was project manager for the 16 Orange County Cities Regional Analysis of Impediments to Fair Housing Choice (AI) and the Cities of Bakersfield, Jurupa Valley, and Lakewood's Consolidated Plan/AI. In addition, he managed numerous CDBG/HOME-funded home improvement programs (Costa Mesa, Hesperia, Huntington Beach, Laguna Hills, and Stanton), conducted CDBG slum/blight surveys for housing and public infrastructure improvement projects (Gardena and La Mirada), and reviewed and monitored CDBG/HOME-funded affordable housing projects.

Redevelopment/Economic Development

Mr. Oshimo was the redevelopment consultant to over 20 former redevelopment agencies in Los Angeles and Orange Counties. He also managed the preparation of the Downtown Bakersfield Economic Development Strategy, City of Chino Hills Mixed-Use Development Market/Economic Analysis, City of

Gardena Spring Park Senior Housing Project Market Study, and City of Newport Beach, Newport Pier Retail Study.

Environmental

Mr. Oshimo recently serviced as project manager for the City of Hawthorne Downtown Specific Plan EIR, City of El Monte Main Street Downtown TOD Specific Plan EIR, and the City of Santa Ana Tustin Avenue Retail Project MND. Also, for the City of Arvin, he prepared the Municipal Climate Action Plan and numerous General Plan Amendment/Zone Change MNDs.

PRIOR PROFESSIONAL EXPERIENCE

Mr. Oshimo also worked for the Southern California Association of Governments' (SCAG) Growth Management Division for 12 years. As a senior planner, he developed growth management policies, such as the jobs/housing balance policy and local and regional population, housing, and employment forecasts. These forecasts were used as the basis for the Regional Housing Need Assessment (RHNA). He was also President and owner of GRC Associates, Inc., an urban planning and redevelopment consulting firm in Southern California.

EDUCATION

Master of Planning, Urban and Regional Planning, University of Southern California

Bachelor of Arts, Geography, University of California, Los Angeles



evan
brooks
associates

JORGE ZARZA

Senior GIS Mapping Specialist

EDUCATION

BS, Urban and Regional Planning, California State Polytechnic University, Pomona

- GIS Certificate, Rio Hondo College

PROFESSIONAL EXPERIENCE

- Planner, City of San Fernando
- Planner and GIS Technician, Southern California Association of Governments
- Assistant Planner, City of Baldwin Park

BENEFITS TO CLIENT

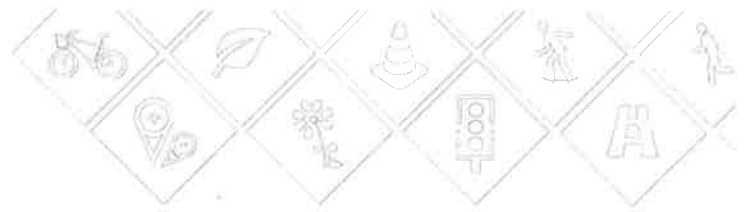
- 15+ years' experience as a GIS cartographer for a wide variety of projects and applications
- Local planning experience working for SCAG and the City of Baldwin Park
- Bilingual (Spanish)

Jorge Zarza has more than 15 years of experience as a regional and city planner, specializing in GIS mapping, land use planning, urban design, smart growth, and bicycle and pedestrian design. Jorge's experience includes serving as a planner for the cities of Baldwin Park and San Fernando and the Southern California Association of Governments (SCAG). In each position, he integrated public concerns and the built environment to collaborate with multiple cities and agencies throughout Los Angeles County. He worked to ensure cities understood the benefits of long term planning that addressed economic and developmental challenges affecting public health and the built environment.

As EBA's Senior GIS Mapping Specialist, Jorge plays a pivotal role in each project, wherein he assembles census geography and attributes for community mapping and analysis, geocodes addresses, and digitizes and assembles geo-databases. This work allows him to cartographically prepare map layouts for a wide variety of applications, including planning studies, grant proposals, communication and marketing plans. He utilizes ArcGIS, Adobe Illustrator, and all types of databases to map a location's attributes. Each map helps clients make well-informed, data-driven decisions.

Career Highlights and Experience

- Updated land-use database for Southern California Association of Governments for the 2016-2040 Regional Transportation Plan and Sustainable Communities Strategy.
- Produced 64 maps for the City of Montebello's Line-by-Line Analysis Report, including but not limited to bus line system maps, weekly boarding by stop and direction, transit use by census tract, and route change proposal maps.
- Prepared 50 maps for the City of San Fernando's Active Transportation Plan and Safe Routes to School Project, including but not limited to land use, bikeways, existing conditions, school site, and proposed improvement mapping.
- Prepared 23 maps for Baldwin Park's Non-Motorized Active Transportation Plan, including bicycle lane and pedestrian infrastructure maps, highlighting existing and proposed conditions by neighborhood
- Extensive experiencing producing print-ready maps for all types of applications, including:
 - ✓ Metro Rail to Rail/River Active Transportation Corridor Project Alternative Analysis - Segment B (GIS Mapping)



Lead)

- ✦ Bicycle Transportation Master Plan, Huntington Park (Planning and GIS Mapping Lead)
- ✦ Bicycle Transportation Plan, Rosemead (Planner and GIS Mapping Lead)
- ✦ Downtown Specific Plan and Environmental Impact Report (Planner and GIS Mapping Specialist)
- ✦ Health and Sustainability Element, Baldwin Park General Plan (Planner and GIS Mapping Lead)
- ✦ Non-Motorized Active Transportation Plan, Baldwin Park (Planner and GIS Mapping Lead)
- ✦ Compton Ports Access Connector Project (TIGER) (GIS Mapping Lead)
- ✦ Restoration of a Portion of Compton Creek (Urban Streams) (GIS Mapping Lead)
- ✦ Maps for several grant application types, including, but not limited to ATP, HSIP, TIGER, and TIRCP.

APPENDIX

CEQA Compliance – Rincon Consultants Scope of Work HCD 6th Cycle Housing Elements - Completeness Checklist



Rincon Consultants, Inc.

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Ventura, CA 93003

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info@rinconconsultants.com
www.rinconconsultants.com

June 28, 2019

Karen Warner
Karen Warner Associates
882 North Holliston Avenue
Pasadena, CA 91104

Subject: Proposal to Prepare an Initial-Study-Negative Declaration for an Update to the City of Brea Housing Element

Dear Karen:

This letter is Rincon Consultants' proposal to prepare an Initial Study and Negative Declaration (IS-ND) for an update to the City of Brea's Housing Element. This proposal includes: (1) our proposed work scope; (2) a schedule for completion of the IS-ND work program; (3) our cost estimate for completing the proposed work program; and (4) a summary of Rincon's qualifications to prepare the IS-ND.

Scope of Work

Our work scope will be as follows:

1. **Administrative Draft IS-ND** – Rincon will prepare an internal review (Administrative Draft) IS-ND. Rincon will use the City's preferred format. The Administrative Draft IS will address all items on the environmental checklist. Whenever possible, impacts will be quantified. Where they are readily available, existing technical studies, including the Housing Element and associated background reports, will be used. We assume that the analysis will be programmatic in nature and that the impacts of specific housing projects that may be facilitated by the Housing Element will be addressed as part of future site-specific environmental reviews. No special technical studies are proposed to be conducted at this time. As appropriate, the analysis will point to existing General Plan policies and other standard procedures that address potential environmental impacts. If necessary, programmatic mitigation will be developed to address identified significant impacts. Such mitigation will generally involve establishing standards for future individual developments that may be facilitated by the Housing Element. Rincon will submit an electronic copy of the Administrative Draft IS-ND in PDF and Word format.
2. **Public Review Draft IS-ND** – Rincon will respond to City comments on the Administrative Draft IS-ND and prepare the Public Review Draft IS-ND. If necessary, we will provide a single screencheck version of the Public Review Draft IS-ND prior to publication. Rincon will provide up to 15 copies of the Public Review Draft IS-ND and will be responsible for mailing of the IS-ND to the State Clearinghouse, but we assume that the City will be responsible for other required noticing. Rincon will complete the required State Clearinghouse Notice of Completion (NOC) form and prepare a Notice of Intent (NOI) to adopt an ND for the City's use.
3. **Final IS-ND** – Upon receipt of public comments on the Draft IS-ND, Rincon will prepare draft responses to comments for City review (although responding to comments is not technically



required for NDs, normal practice is to prepare written responses). Upon receipt of City comments on the draft responses, we will incorporate changes and prepare the final responses to comments. If mitigation measures are identified, the Administrative Final will include a Mitigation Monitoring and Reporting Program (MMRP). We assume that re-printing of the IS-ND as a final document will not be necessary. We assume that the City will be responsible for filing a Notice of Determination (NOD) and paying any applicable filing fees. Rincon will assist in filling out the NOD form.

Schedule

Rincon will complete the environmental review process based on the following schedule:

- Administrative Draft IS-ND to be submitted within four weeks of receipt of the draft Housing Element
- Public Review Draft IS-ND to be submitted within two weeks of receipt of comments on the Administrative Draft IS-ND (if necessary, a screencheck version of the Public Review Draft IS-ND will be submitted prior to publication)
- Public Responses to comments on the Public Review Draft IS-ND and the MMRP (if required) to be submitted within two weeks of receipt of all comments on the Public Review Draft IS-ND

Cost

Our budget for the IS-ND work program is **\$14,273**. The table on the following page shows a breakdown of costs by task. Our cost estimate includes 12 hours to respond to public comments. We assume that the Housing Element will not be highly controversial and that a conceptual analysis will suffice to meet the City's and community's needs.

This proposal is valid for a period of 60 days and is fully negotiable. We appreciate the opportunity to assist you with this project. Please let us know if you have any questions or need anything else.

Sincerely,
Rincon Consultants, Inc.

Joe Power, AICP CEP
Principal/Vice President



City of Brea

Housing Element Negative Declaration

Cost Estimate

Tasks	Cost	Hours	Rincon Labor Hours				
			Principal \$240/hour	Sr. Prof. I \$160/hour	Prof. II \$115/hour	GIS/CADD Specialist \$112/hour	Production \$88/hour
1. Administrative Draft IS-ND	\$6,720	52	4	8	32	4	4
2. Public Review Draft IS-ND	\$2,792	22	2	4	8	2	6
3. Final IS-ND							
<i>Responses to Comments</i>	\$1,810	12	2	4	6		
Project Management	\$1,776	10	4	4			2
Rincon Labor Total	\$13,098	96	12	20	46	6	12
Other Costs							
Printing							
Public Review Draft IS-ND (15 copies)	\$675						
Miscellaneous Expenses	\$500						
Total (Other Costs)	\$1,175						
Total (Rincon Labor + Other Costs)	\$14,273						

INTERNAL USE ONLY
HOUSING ELEMENT REVIEW WORKSHEET

Locality _____ HCD Received Date ____/____/____ ☐ Draft ☐ Adopted

Contact Person _____ Phone # _____

Does AB 1397/AB 879 Apply? ☐ Yes ☐ No Coastal Zone? ☐ Yes ☐ No

Section numbers refer to the Government Code (Article 10.6)

I. Public Participation (GC 65583(c)(8))

Page #

- A. Diligent efforts to achieve public participation of all economic segments of the community in the development and adoption of the element. _____
- B. Description of how public input was or will be considered and incorporated in the element. _____

II. Review and Revision (GC 65588(a) & (b))

Page #

- A. Evaluation and revision of the previous element:
1. "Effectiveness of the element" (Section 65588(a) (2)): A review of the actual results of the previous element's goals, objectives, policies, and programs. The results should be quantified where possible (i.e., number of housing units rehabilitated). _____
 2. "Progress in implementation" (Section 65588(a) (3)): An analysis of the significant differences between what was planned in the previous element and what was achieved. _____
 3. "Appropriateness of goals, objectives and policies" (Section 65588(a) (1)): A description of how the goals, objectives, policies and programs of the updated element incorporate what has been learned from the results of the previous element. _____
- B. Adequate sites implementation/rezone program (GC Section 65584.09); if needed. _____

III. Housing Needs Assessment (GC 65583(a))

	Owner	Renter	Total	Page #
A. Population and Employment Trends				_____
B. Household Characteristics				
1. Number of existing households	_____	_____	_____	_____
2. Total households overpaying for housing	_____	_____	_____	_____
3. Lower income households overpaying	_____	_____	_____	_____
4. Total number of existing extremely low-income households	_____	_____	_____	_____
5. Total number of projected ELI households			_____	_____

	Owner	Renter	Total	Page #
C. Housing Stock Characteristics				
1. Housing conditions: number of units needing rehabilitation/replacement			_____	_____
2. Overcrowded households	_____	_____	_____	_____
3. Housing costs (for sale and rental)	_____	_____	_____	_____
4. Housing units by type			_____	_____
5. Vacancy rates	_____	_____	_____	_____

	Owner	Renter	Total	Page #
D. Special Housing Needs Analyses				
1. Persons with disabilities			_____	_____
2. Persons with developmental disabilities			_____	_____
3. Elderly			_____	_____
4. Large households			_____	_____
5. Farmworkers (seasonal and permanent)			_____	_____
6. Female headed households			_____	_____
7. Homeless			_____	_____
8. Other _____			_____	_____

E. Analysis of opportunities for energy conservation in residential development [e.g., provide incentives to encourage green building practices, promote higher density, compact infill development and passive solar design]				Page #

F. Analysis of existing assisted housing projects at-risk of converting to non-low income uses				Page #
1. Inventory of at-risk units			_____	
2. Assessment of risk			_____	
3. Estimate of replacement vs. preservation costs			_____	
4. Identify qualified entities			_____	
5. Identify potential funding			_____	

Page #

- G. Projected housing need, including the locality's share of the regional housing needs as determined by the COG or HCD, progress toward RHNA and documenting affordability based on rents, sales prices, or other mechanisms that ensure affordability

Income Category	New Construction Needs	Progress toward the RHNA, if any	Remaining RHNA
Very low- (0-50% of AMI)			
Other lower- (51-80% of AMI)			
Moderate- (81-120% of AMI)			
Above-moderate (> 120% of AMI)			
TOTAL UNITS			

IV. Sites Inventory and Analysis and Zoning for a Variety of Housing Types (GC Sections 65583(a) (3), 65583(c) (1) and 65583.2)

Page #

A. Sites Inventory (GC 65583.2(a) and (b))

1. List of each property's parcel number (GC 65583.2(b)(1))
2. List of each property's size (GC 65583.2(b)(2))
3. List of each property's general plan and zoning designation (GC 65583.2(b)(2))
4. Describe each non-vacant site's existing uses (GC 65583.2(b)(3))
5. Identify the number of units that can be "realistically accommodated" on each site (GC 65583.2(c))
6. Identify the affordability level of the units on the identified sites (GC 65583.2(c))
7. Map of Sites (GC 65583.2(b)(7))

B. Sites Inventory Analysis of Suitability and Availability (GC 65583.2)

Page #

1. Realistic development capacity calculation accounts for minimum density requirements, land use controls, site improvements, and typical densities of existing or approved projects at similar income levels, and access to current, or planned, water, sewer, and dry utilities. (GC 65583.2(c)(1) and(2))
2. Sites have existing, or planned, water, sewer, and dry utilities infrastructure available and accessible sufficient to support housing development (GC 65583.2(b)(5)(B)).
3. Sites smaller than one-half acre or larger than 10 acres have analysis that demonstrates they are adequate sites to accommodate housing for lower income households. For example, either similarly sized sites were developed with equivalent number of units in the same income category or site has an approved development (GC 65583.2(c)(2)(A)&(B)).

4. Identification of zoning for housing for lower-income households demonstrated by either analysis or meeting the default density of _____du/ac GC 65583.2(c)(3)(A) or (B). _____
5. Describes any known environmental constraints to the development of housing within the jurisdiction. Also, describes mitigation measures, if any, to the environmental constraints. This information need not be identified on a site-specific basis. (GC 65583.2(b)(4)). _____
6. For vacant sites identified in two or more consecutive planning periods' housing elements or nonvacant sites identified in a prior housing element, that are identified to accommodate housing for lower income households, the sites meet the density requirements for housing for lower income households and the housing element includes a program to allow by right approval for housing developments that include 20 percent or more of its units affordable to lower income households.(GC 65583.2(c)) _____

C. Nonvacant Site Analysis

Page #

1. The realistic capacity methodology analyzes the extent the existing use may impede additional residential development, the jurisdiction's past experience converting existing uses to higher density residential development, current market demand for the existing use, analysis of existing leases or other contracts that would perpetuate the existing use or prevent additional residential development, development trends, market conditions, and incentives or standards that encourage development. (GC 65583.2(g)(1)) _____
2. If non-vacant sites accommodate 50% or more of the lower-income need, the housing element must describe "substantial evidence" that the existing use does not constitute an impediment for additional residential use on the site. Absent substantial evidence, the existing use is deemed an impediment to additional residential development during the planning period. (GC 65583.2(g)(2)) _____
3. Non-vacant sites that include residential units, either existing or demolished, that are/were occupied by, or subject to affordability agreements for, lower income households within 5 years preceding the beginning of the planning period are subject to a housing replacement program consistent with the requirements listed in GC 65915(c)(3) (GC 65583.2(g)(3)) _____

Page #

D. Alternative Adequate Sites (GC Section 65583.1(c)(1); if appropriate

1. Substantial Rehabilitation _____
2. Acquiring Affordability (Conversion) _____
3. Preservation of At-Risk units _____

E. Zoning for a Variety of Housing Types (GC 65583(a)(4);(c)(1) and 65583.2(c))

1. Multifamily rental housing
2. Housing for agricultural employees (permanent and seasonal)
3. Emergency shelters
4. Transitional housing
5. Supportive housing
- Have policies/procedures to accommodate AB 2162?
6. Single-room occupancy
7. Mobilehomes/Factory-built housing
8. Accessory dwelling units

V. Constraints on Housing (GC Section 65583(a) (5) and (6))

Page #

A. Governmental Constraints (GC 65583) (a) (5))

1. Land-use controls (e.g., zoning-development standards, including parking, height limits; setbacks, lot coverages, minimum unit sizes, growth controls)
2. Codes and enforcement (e.g., any local amendments to UBC, Cal. Green Building Code Stds., degree or type of enforcement)
3. On/Off-site improvements (e.g., curbing requirements, street widths, circulation improvements)
4. Fees & exactions (e.g., permit and impact fees & land dedication or other requirements imposed on developers)
5. Processing and permit procedures (e.g., permit and approval process including discretionary review procedures; description of permitted uses; design review process; planned development, processing times)
6. To housing for persons with disabilities (e.g., reasonable accommodation procedure, zoning and land use, building codes, definition of family, any siting requirements)
7. Includes analysis of any locally adopted ordinance that directly impacts the cost and supply of residential development, e.g. Inclusionary Ordinance, Short-Term Rental Ordinance (GC 65583(a)(5)).

B. Nongovernmental Constraints (GC Section 65583(a)(6))

1. Availability of financing _____
2. Price of land _____
3. Cost of construction _____
4. Identifies local efforts to address non-governmental constraints that create a gap in the jurisdiction's ability to meet RHNA by income category. _____
5. Identifies and analyzes requests to develop at densities below the density identified in the site inventory and describes the length of time between project approval and request for a building permit that hinders the jurisdiction's ability to accommodate RHNA by income category. (GC 65583(a)(6)) _____

VI. Quantified Objectives (GC Section 65583(b) (1))

Estimate quantified objectives for the number of housing units (by income level) over the timeframe of the element:

	Extremely Low	Very Low	Low	Moderate	Above Moderate
Construction					
Rehabilitation					
Conservation/Preservation					
TOTAL					

VII. Other Topics

- Page #**
- A. Description of means by which consistency will be achieved and maintained with other general plan elements (GC Section 65583(c)(7)) _____
 - B. Construction, demolition and conversion of housing for lower-and moderate-income households in the coastal zone (GC Section 65588(c) and (d)) _____
 - C. Priority water and sewer services procedures for developments with units affordable to lower-income households (GC Section 65589.7) _____

Please note the following pieces of legislation are implemented based on the timing of the element. FYI only.

- General Plan/Disadvantaged Communities (GC 65302.10) _____
- Land Use Element/Flood hazard and management (GC 65302(d)(3) and (g)(2)(B)) _____
- Safety Element/Fire hazard (GC65302 and 65302.5) _____
- San Joaquin Valley Air Pollution Control District _____
- Environmental Justice (GC 65302(h)) _____

VII. Housing Programs (GC 65583(c))

Program Findings and Purpose	Program Number	Page No.
<u>Include a program which sets forth a schedule of actions during the planning period...such that there will be beneficial impacts (Section 65583(c)):</u> 1. Objectives 2. Timing 3. Beneficial Impact 4. Responsible Entities		
<u>Provide adequate sites (65583(c)(1))</u> 1. Programs to provide capacity to accommodate regional need 2. Program for a variety of housing types 3. Non-vacant site occupied by lower-income household within the last 5 years		
<u>Assist in the development of adequate housing to meet the needs of extremely low-, very low-, low- and moderate-income households (65583(c)(2)):</u> 1. Utilize federal, State, and local financing and subsidies 2. Provide regulatory concessions and incentives 3. Specific actions to assist in the development of ELI households.		
<u>Address governmental and non-governmental constraints (65583(c)(3)):</u> Non-Governmental Constraint Land-use Fees and exactions Processing and permit procedures Persons with disabilities, including Developmental disabilities		
<u>Conserve and improve the condition of the existing affordable housing stock (65583(c)(4))</u>		
<u>Program to promote equal housing opportunities (65583(c)(5))</u>		
<u>Preserve units at-risk (65583(c)(6)(d))</u>		

Adequate Sites rezone program (GC Section 65583(c)); if needed

A. Program Checklist

1. By right defined consistent with 65583.2(h) and (i) _____
2. Minimum Density of 16 or 20 units per acre (See GC 65583.2(h)) _____
3. Sites have appropriate densities for lower income households demonstrated by analysis or meeting the density for lower income households as described in GC 65583.2(c)(3) _____
4. Minimum site capacity of 16 units _____
5. At least 50 percent of the identified shortfall is met on residential only zoned sites or up to 100% of the identified shortfall can be met on mixed-use sites if the mixed-use sites allow 100 percent of a development to be residential and requires a minimum of 50 percent of the square footage in a mixed-use development to be residential _____
6. Sites are zoned to permit owner-occupied and rental multifamily residential use by right for developments in which at least 20 percent of the units are affordable to lower income households during the planning period. _____
7. By-right approval of owner-occupied and rental multifamily residential use is limited to developments that include 20 percent or more of its units are affordable to lower-income households. _____
8. Sites have existing, or planned, water, sewer and dry utilities that are available and accessible. _____
9. Identify the acreage of the sites to be rezoned _____
10. Identify and analyze the candidate sites to be rezoned _____
11. Shortfall of sites identified _____
12. Identify the realistic capacity and total capacity of the sites to be rezoned _____
13. Identify the date for completion of the rezones _____

Vacant/Non-Vacant site program (GC 65583.2(c)); if needed

A. Program Checklist

1. The site has zoning appropriate to accommodate lower-income households demonstrated by analysis or default density pursuant to GC 65583.2(c)(3)(A) or (B). _____
2. Allows residential use by right for housing developments in which at least 20 percent of the units are affordable to lower income households _____
3. Zoning limits by-right approval to developments that include 20 percent or more of its units as affordable to lower-income households. _____

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/20/2019

SUBJECT: Software/Hardware Maintenance Support and Online Subscription Service Agreements

RECOMMENDATION

1. Authorize the Purchasing Agent to approve renewal agreements with various support services providers for the life of the computer software or hardware and for online software subscription services; and
2. Authorize the Purchasing Agent to issue purchase orders for these renewal agreements that do not to exceed available budget appropriations.

BACKGROUND/DISCUSSION

To help ensure the functionality of Brea's network infrastructure, servers, and personal computers, the City uses computer hardware/software maintenance and support agreements and online vendor-hosted software subscription services for required updates, technical support, and software customizations.

Currently, there are three agreements that exceed the Purchasing Agent's \$25,000 approval authority. These agreements have fixed annual increases and are not subject to negotiation.

Vendor	Description
Motorola Solutions	CAD/RMS software for the police dispatch and record management system; Current support cost of \$82,754.68
County of Orange	800 Mhz public safety radio backbone system; Current support cost of \$94,244
Central Square	City's financial software system; Current support cost of \$53,127.14

Staff requests that Council authorize the Purchasing Agent to approve the one year renewal of the existing software/hardware maintenance support and online service agreements without having to return to the City Council for approval of each agreement that exceeds \$25,000. The Purchasing Agent will continue to submit periodic reports to the Finance Committee of any agreements approved under this authorization.

Any award recommendations of new software systems and the initial software support agreements that exceed the formal procurement threshold, will continue to be presented to the City Council for their review and consideration.

COMMISSION/COMMITTEE RECOMMENDATION

The Finance Committee reviewed staff's recommendation at their August 13, 2019 meeting and it was recommended for City Council approval.

FISCAL IMPACT/SUMMARY

The City Council adopted Fiscal Year 2019-20 Budget has sufficient funding available for these purchases. There is no additional fiscal impact based on this action.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Cindy Russell, Administrative Services Director and

Randy Hornsby, IT Manager

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/20/2019

SUBJECT: Agreement with Avenu Insights & Analytics for Sales and Use Tax (SUTA) and Property Tax Audit, Analysis, Reports and Information Services

RECOMMENDATION

1. Approve an agreement with Avenu Insight & Analytics, for Sales and Use Tax (SUTA) and property tax audit, analysis, reports and information services; and
2. Authorize the City Manager to execute and administer said agreement.

BACKGROUND/DISCUSSION

Sales tax within the City of Brea is the largest revenue source for the City's General Fund and is currently projected at \$20.4 million for FY 2019-20 and represents approximately 37 percent of the City's General Fund budget. Sales tax is levied on retailers who sell or rent tangible personal property and is administered through the California Department of Tax and Fee Administration (CDTFA). The local share (known as Bradley-Burns) is one percent and is remitted to CDTFA by retailers and is later distributed to the jurisdiction where the sale is negotiated, or the order is taken.

Municipal agencies, including the City of Brea, contract with specialized firms that maintain large and complete sales tax databases and work directly with the CDTFA, to maximize agency's share of the sales and use tax generated by its business community. Such firms continuously audit to identify, correct, and recover all sales and use allocation errors, and in return, retain a percentage of the discovered revenue as their commission ("contingency fee"). These firms also provide quarterly sales tax analysis reports which include trend analysis, and revenue forecasts specific to the agency.

The City currently contracts with Avenu Insight & Analytics (also known as MuniServices) for services related to SUTA, trend analysis, and sales tax revenue forecasting since 1995. In the past three fiscal years from 2014-15 through 2017-18, the firm has produced \$578,839 in additional annual sales tax revenue for the City.

The City also receives property taxes representing the second largest revenue source for the City's General Fund and is currently projected at \$11.5 million for FY 2019-20. The County Assessor is the elected official mandated by law to value all taxable property located in the county and produces an Annual Assessment Rolls of Value. The Annual "Roll" is the official listing of the taxable value, location and ownership of all locally assessed property. Property tax auditing services is designed to assistance municipal agencies, like the City of Brea, identify misallocated property tax revenue. Administrative errors and omissions combined with general

compliance problems are inevitable given the non-standard, complex nature of state and local property taxes. In addition, firms like HdL Companies and Avenu Insight and Analytics offer software access to property tax as well as provide forecasting data and supplemental statistical data needed for the City’s Comprehensive Annual Financial Report (CAFR). Currently the City does not contract services for property tax auditing services and is recommended to be audited following annexation of land within City boundaries (i.e. Blackstone development).

Conducting periodic RFPs is a good practice for entities to evaluate and align service providers that best fit the overall goals of their organization and community. On December 11, 2018, staff issued a Request for Proposal (RFP) for a Sales and Use Tax (SUTA) Audit, Analysis, Reports and Forecasting Services as well as took this as an opportunity to explore other revenue enhancement and auditing services including the following:

- Property Tax Related Services including statistical reports for the City’s Comprehensive Annual Financial Report (CAFR);
- Business License Discovery and Auditing Services;
- Business License Administration;
- Franchise Fee Analysis and Auditing; and
- Hotel/Lodging Tax Analysis.

The purpose of the RFP was to evaluate current market rate for the services requested, revenue enhancement opportunities available to the City and lastly to evaluate options that may enhance services to the City’s customers.

For SUTA Audit, Analysis, Reports and Forecasting Services, Property Tax Auditing Services, the City received proposals from two reputable firms including: Avenu Insight & Analytics and Hinderliter, de Llamas and Associates (HdL Companies). Both firms are considered industry leaders in California that provide these specialized services. The proposal for these services are summarized below:

	<u>HdL Companies</u>	<u>Avenu Insights & Analytics</u>
SALES TAX SERVICES		
	15% contingency	14% contingency (up to \$2 million)
SUTA Audit Services		10% contingency (between \$2 million to \$3 million)
		5% contingency (over \$3 million)
Sales Tax Management & Report Software Access	\$9,000/yr	\$3,200/yr
PROPERTY TAX SERVICES		
Property Tax Audit Services	25% net contingency	\$5,000 per annual audit
Property Tax Management & Report Software Access	\$14,225/yr	\$7,000/yr

Both HdL Companies and Avenu Insight & Analytics are considered industry leaders, and as a result, the City interviewed both firms on February 13, 2019. The interview provided an opportunity for staff to meet the project managers and received an overview of the firm’s services and products. Staff concluded, while both firms provide all relatable services, Avenu Insights & Analytics proved to be a superior choice when it came to SUTA Audit, Analysis, Reports and Forecasting Services. This was based on a variety of factors that included working relationship

with the project manager, firm's relationship with the CDTFA, cost benefit, ease of use for staff to utilize the firm's sales tax analysis software and lastly reporting products that can assist staff to study retail segments.

Staff have also determined that Avenu Insight & Analytics is a more cost effective option to provide property tax related services. This would be considered a new contracted service that would allow staff to better assess property tax revenues including access to proprietary software, semi-annual assessment appeals reports and property tax forecasting services. Avenu Insight and Analytics would also act as an agent of the City to correct any misallocation with the County that would serve as a new revenue opportunity for the City.

The proposed agreement with Avenu Insight & Analytics is provided as Attachment A and stipulates a three (3) year contract with two (2) one-year automatic contract renewals. Any contract adjustments, such as Consumer Price Index (CPI), shall not be revised during the term of the agreement without prior approval from the City Council.

COMMISSION/COMMITTEE RECOMMENDATION

On August 13, 2019, the Finance Committee reviewed this item and recommended it for City Council approval.

FISCAL IMPACT/SUMMARY

The agreement is effective September 1, 2019 and the fixed annual cost is \$15,200. The contingency fee is above this annual fixed amount and is based upon the revenues received for the City of Brea from the findings of the work performed by the firm. As an example, Avenu Insights & Analytics discovered \$94,043 in additional annual revenue for the City for FY 2017-18. The contingency fee would be a one-time cost of \$13,166 (or 14%).

The annual fixed cost of \$15,200 is currently budgeted in the FY 2019-20 General Fund Operating Budget. The contingency fee is recommended to be appropriated on a quarterly basis through budget adjustments (if applicable) during the fiscal year based upon revenues received and contingency fees incurred.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

Attachments

Attachment A - Agreement with Avenu Insights & Analytics

**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 Avenu Insights & Analytics, LLC (AKA MuniServices, LLC), a Delaware limited liability company ("CONSULTANT") and the CITY OF BREA, a California municipal corporation ("CITY"). CONSULTANT 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

CONSULTANT shall, during the Term of the Agreement, provide ***sales, transaction and use tax audit (SUTA) and information services and property tax auditing and information services*** as further set forth in Exhibit A, all to CITY's reasonable satisfaction (collectively, the "Services").

III. Term of the Agreement

- A. CONSULTANT shall commence performance of Services on the Effective Date of ***September 1, 2019***.
- B. AGREEMENT shall remain in full force and effect ***for a period of three years (3) following the Effective Date***, unless sooner terminated as set forth in the Termination subsection of Exhibit C ("Term").
- C. AGREEMENT may ***be extended for two (2) successive one (1) year terms (each a "Renewal Term"), commencing upon the expiration of the preceding Term.***

IV. Compensation Summary

- A. CITY shall pay CONSULTANT for satisfactorily and completely rendered Services according to the fees set forth in Exhibit B. CITY shall pay CONSULTANT within thirty (30) days of receipt of CONSULTANT's invoice.
- B. CONSULTANT 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 \$2,000,000 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:
Cindy Russell
Administrative Services Director
1 Civic Center Circle
Brea, CA 92821
(714) 990-2258 phone
CindyR@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

CONSULTANT:

Avenu Insights & Analytics/ MuniServices
Attn: Contracts
1264 Hawkes Flight Court, Suite 270
El Dorado Hills, CA 95762
contracts@avenuinsights.com

CONSULTANT – Project Manager:

Tracy Vesely
Director of Client Services
7625 N. Palm Avenue, Ste. 108
Fresno, CA 93711
(925) 330-2958
tracy.vesely@avenuinsights.com

(SIGNATURES ON FOLLOWING PAGE)

City of Brea
Avenu Insights & Analytics, LLC

Contract # _____

IN WITNESS WHEREOF, The parties hereto have executed this Agreement as of the day and year first set forth above. The undersigned Parties represent and warrant that they are authorized to bind their principles to the terms of this agreement.

CONSULTANT

Business Name: Avenu Insights & Analytics/ MuniServices, LLC

Federal ID# 81-4932885

Business Type ☒ Limited Liability Company

Printed Name: Paul Colangelo

Title: Chief Executive Officer

Signature: 

Date: 7-23-19

CITY OF BREA

City of Brea

a California municipal corporation

Printed Name: Bill Gallardo

Title: City Manager

Signature: _____

Date: _____

ATTEST (if over \$25,000.00)

Printed Name: Lillian Harris-Neal

Title: City Clerk

Signature: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES
SALES, TRANSACTIONS AND USE TAX AUDIT SERVICES (SUTA) SERVICES

In performing the sales, transactions and use tax audit program CONSULTANT shall:

1. Identify and correct the sales/transactions/use tax reporting errors of businesses that, based on the nexus of their activities, are not properly registered with the CITY.
2. Identify and correct the reporting of businesses that are improperly reporting tax to state and county pools (i.e. classifying sales tax as use tax) and thereby depriving the CITY of sales tax revenue.
3. Detect, document and correct sales/transactions/use tax reporting errors/omissions and thereby generate new, previously unrealized revenue for the CITY.
4. Ensure through comprehensive audit measures that the revenue information used for ongoing economic analysis includes all sales/transactions/use tax generators.
5. Assist the CITY with strategies to preserve and even enhance sales and use tax revenue generated by existing businesses within the CITY.

CONSULTANT's proposed sales/transactions/use tax allocation audit services for the CITY includes five distinct types of audits:

- Taxable Nexus Field audits
- Permitization audits
- Deficiency assessment audits
- Accounts payable audits
- Quarterly Distribution Report audits

Taxable Nexus Field Audits

CONSULTANT's initial and periodic taxable nexus field audits include a physical canvassing and evaluation of sales/transactions/use tax generating businesses located in the CITY. In the absence of this undertaking, significant misallocations will remain undetected. CONSULTANT's field audits focus on those businesses located in the CITY from which the CITY has not been receiving sales/transactions/use tax revenue.

Tax Area Code (TAC)/Permitization Audits

This audit review focuses on the identification and correction of improperly registered permits for companies having point-of-sale or use operations within Santa Barbara County in addition to businesses that have been assigned an incorrect tax area code due to jurisdictional/boundary confusion. Wholesalers, contractors, processors, manufacturers and other non-retail businesses will frequently not have a sales tax permit properly registered to the CITY in which they are located because their business operations do not include a point-of-sale qualifying activity. However, these companies will often generate local sales/transactions/use tax from the California Department of Tax and Fee Administration (formerly State Board of Equalization) (CDTFA) audit deficiency assessments, occasional sales (i.e., mergers and acquisitions), and self-accrual of use tax on purchases. CONSULTANT's field audits facilitate the identification and correction of improperly registered permits for companies having point-of-sale operations in the CITY.

Deficiency Assessment Audits

When the California CDTFA audits taxpayers for sales/transactions/use tax compliance, it is not uncommon for the taxpayer to receive a substantial deficiency assessment due to underpayments and/or under-collections. In many cases, the local allocation portion of the deficiency assessment is distributed in error to the State pool, county pools, or other jurisdictions. Accordingly, CONSULTANT has developed proprietary criteria and techniques to detect and correct CDTFA deficiency assessment misallocations and thus expand the benefits produced by CONSULTANT's allocation audit service.

Accounts Payable Audits

When California taxpayers purchase tangible personal property for which title passes out-of-state, the transactions are subject to use tax (rather than sales tax) which is collected by the vendor who in turn remits it to the CDTFA, with the local allocation typically distributed statewide or countywide through the pools.

Under certain conditions, the seller may allocate the local tax by situs or the CITY may elect to self-accrue the use tax and remit it directly to the CDTFA, in which case the local portion will come back to the CITY in the same manner as sales tax.

CONSULTANT's accounts payable audit will include a review of the CITY's purchases to identify opportunities for the CITY to capture the 1% local allocation on purchases subject to use tax and the local district tax where applicable. In this regard, CONSULTANT will prepare the documentation to facilitate the election, including assistance in preparing and filing the tax returns.

Quarterly Distribution Report Audits

Every three months, the CITY and CONSULTANT receive a Quarterly Distribution Report (QDR) from the CDTFA with the local allocation amount reflected by permit number.

CONSULTANT's QDR audits detect and correct taxpayer-reporting errors and thereby generate new, previously unrealized sales/transactions/use tax revenue for the CITY. CONSULTANT's QDR audits focus on those accounts where CONSULTANT observes a substantial decline in the sales/ transactions/use tax revenue allocation for a particular business entity in a given quarter. In most cases, accounts showing zero balances have either relocated or simply reported late, in which case the payments will not be reflected until the next quarter's QDR. Therefore, six months must lapse before the QDRs indicate whether a zero-balance account can be attributed to a late payment or a misallocation.

Cities and counties may only recover misallocated Bradley-Burns sales tax revenue for three quarters prior to the CDTFA being notified of the reporting error and misallocated District tax revenues for between three quarters and three years. Therefore, QDR audits must be conducted in a timely manner in order to preserve the opportunity for the CITY to recover misallocated revenue. CONSULTANT shall conduct the QDR audit each and every quarter to minimize the potential of lost revenue to the CITY.

Confidentiality Provisions

CONSULTANT qualifies under Section 7056 (b), (1) of the Revenue and Taxation Code to review (Bradley-Burns) confidential taxpayer information and documentation before the CDTFA. CONSULTANT is hereby authorized by this Agreement to examine transaction tax, sales tax, and use tax records of the CDTFA pertaining to the ascertainment of those sales or transactions and use taxes to be collected for the CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law and California Revenue & Taxation Code applicable to transactions and use taxes. If the CITY adopts a new transaction tax or taxes after the effective date of this Agreement the parties intend for the work under this agreement to include that tax or taxes.

- CONSULTANT is required to disclose information contained in, or derived from, those sales, transaction, and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.
- CONSULTANT is prohibited from performing consulting services for a retailer during the term of this Agreement.
- CONSULTANT is prohibited from retaining the information contained in, or derived from, those sales, transaction, and use tax records, after this Agreement has expired.
- Information obtained by examination of California Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the CITY as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code.

This Agreement, and CONSULTANTs and CITY's obligations with respect to confidentiality of taxpayer data pursuant to the Bradley Burns Revenue and Taxation Code, shall continue until final payment for all services rendered hereunder.

Deliverables

SUTA Detection and Documentation

CONSULTANT shall represent the CITY for purposes of examining CDTFA records pertaining to sales and use tax to identify errors and omissions. CONSULTANT's procedures for detecting and documenting misallocations are as follows:

1. Review applicable provisions of the CITY's municipal code and ordinance adopted by the CITY to determine applicability.
2. Procure a computer tape of sales/transactions/use tax permit records from the CDTFA.
3. Analyze sales tax distribution reports provided by the CDTFA for five or more of the most recent consecutive quarters.
4. Clean-up, standardize and computerize data from CITY's quarterly sales tax distribution reports provided by CDTFA for previous quarters, current quarter and each future quarter service is provided.
5. Prepare an aggregated list of business entities on electronic media; this list is derived from multiple private and public sources (hard copy and electronic), including specialized business listings and directories, the CITY's sales and use tax payment files, and an electronic copy of the CITY's Business License Tax registry, updated no less than twice per year.

6. Clean, standardize and integrate, in address-order, each entity's business name, address and payment file information, to eliminate redundancies, using CONSULTANT's proprietary software.
7. Physically canvas commercial/industrial area within the CITY's borders.
8. Develop a target list of potential point of sale/use reporting errors/omissions based on:
 - a. An electronic comparison of CONSULTANT's comprehensive inventory against the CDTFA's quarterly distributions for the CITY, and
 - b. An analysis of each potentially misallocated account based on proprietary guidelines established by CONSULTANT.
9. Meet with designated CITY official(s) to review service objectives and scope, CONSULTANT workplan schedule, public relations and logistical matters.
10. Contact personnel in sales, operations and/or tax accounting at each target business to determine whether a point-of-sale/use reporting error exists. (Note: this is accomplished with the highest regard to discretion and professional conduct. CONSULTANT's allocation audits are predicated on a non-controversial, constructive public relations approach which emphasizes the importance of each business to the CITY and the mutual benefits of correcting reporting errors.)
11. Provide to the CITY and CDTFA reports addressing each taxpayer reporting error individually, including the business name, address, telephone number, California sales tax permit number, individuals contacted, date(s) of contact, nature of business, reason(s) for error, recommended corrective procedure and, if available, estimated sales/transactions/use tax revenue which should be forthcoming to the CITY.
12. CONSULTANT may also provide suggested language for letters to be sent to the taxpayers and/or CDTFA from the CITY (or from CONSULTANT on behalf of the CITY) urging cooperation in promptly correcting the distribution error.
13. Respond to negative findings by CDTFA with timely reconfirmation documentation in order to preserve the CITY's original dates of knowledge.
14. Receive and process registration control record information monthly.
15. Receive and process sales tax distribution reports quarterly.
16. Coordinate with the taxpayer and CDTFA to make the necessary corrections and collect eligible back quarter's amounts.
17. Monitor and analyze the quarterly distribution reports with an audit focus on the following:
 - a. Accounts with previously reported point-of-sale/use distribution errors to ensure that the corrections are made for current quarters and all eligible back quarters.
 - b. Major accounts comprising 90% or more of the CITY's total sales tax revenue to identify any irregularities or unusual deviations from the normal pattern (e.g. negative fund transfers, significant decreases, unusual increases, etc.) and ensure that the CITY is not receiving less revenue than it is entitled to.
 - c. Those accounts receiving deficiency assessments to ensure that the CITY receives its local allocation
18. Identify opportunities for the CITY to recover local allocation on purchase transactions subject to use tax. Prepare the necessary documentation to facilitate recovery, including assistance in preparing and filing the returns.

SUTA Detection Timing Considerations

For each misallocated account detected, CONSULTANT will coordinate with the business and CDTFA to make the necessary corrections plus retroactive adjustments for eligible amounts of sales/transactions/use tax improperly distributed in prior quarters. CONSULTANT coordinates and communicates between typically four parties; sales/operations personnel at the taxpayer's local operation, tax personnel at the company's corporate headquarters, and CDTFA personnel and the in-state/out-of-state district offices. Correction of the account is considered to have been

made once the payments on identified taxpayer accounts are being properly allocated by the taxpayer to the CITY in the period in which the payment was made.

As needed, CONSULTANT will represent the CITY before state officials, boards, commissions and committees for the purpose of correcting sales tax distribution errors that have deprived the CITY of revenue to which it is entitled.

SALES/USE TAX ANALYTICS & REPORTING - 'CLEARVIEW'

In conjunction with the CONSULTANT's comprehensive SUTA service, the CONSULTANT will provide a state-of-the-art Sales, Transactions and Use Tax Reporting online software titled 'CLEARVIEW' (formerly known as STARS), as well as Quarterly Sales Tax Review Meetings and Consulting. CLEARVIEW software includes the following key features:

Consolidated Economic Reports

1. Key trends at the category, segment, and retailer levels.
2. High-level view of key retailer performance.
3. Cash forecast by fiscal year.
4. Search function for retailers and recent payment history (within jurisdiction).
5. Review and export the rankings of the sales tax producers in your jurisdiction for recent periods.
6. Locate potential one-time payments.
7. Export the Excel data behind the reports for further analysis or inclusion in internal reports.

Geo Area Reports (Cash and Economic)

1. Review trends/growth/declines within specified geo-areas.
2. Export a 10-year history of each geo-area directly to excel.

Cash Trends and Distribution Summaries

1. Review the fiscal year-to-date totals for cash.
2. See which parts of your economy changed and the key retailers driving those cash changes.
3. Compare cash performance to other jurisdictions as a quick way of benchmarking performance.
4. Review cash distributions from the State (including pool amounts, where applicable).

GIS Maps

1. Visualize your geo-areas and summarize by category and segment.
2. Dynamically view the revenue changes in your geo-areas over time.
3. Compare the performance of one geo-area to another.

CITY Assistance

1. **Confidentiality.** The information provided to the CITY in the CLEARVIEW Reports is confidential. It is not open to public inspection. A CITY may use the information only for lawfully permitted purposes. CITY shall not distribute the CLEARVIEW Reports to any person unless that person is legally entitled to access the information in the CLEARVIEW Reports, or except as may otherwise be required by law or court order.

CONSULTANT is authorized by this Agreement to examine transaction tax, sales tax, and use tax records of the California Department of Tax and Fee Administration (formerly State Board of Equalization) (CDTFA) including, but not limited to any transaction and use tax that becomes effective after the date of this Agreement to be collected for CITY. CONSULTANT is required to disclose information contained in, or derived from, those transaction, sales, and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information. CONSULTANT is prohibited from performing consulting services for a retailer during the term of this Agreement. CONSULTANT is prohibited from retaining the information contained in, or derived from, those transaction, sales, and use tax records, after this Agreement has expired.

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2. **Data.** In order for CONSULTANT to provide the *CLEARVIEW* Reports, the CITY will need to deliver to CONSULTANT the signed documents/authorizations required to access the proper data from the applicable governmental authorities as may be required by law.
3. **Additional Terms.**
- a. **License.** CONSULTANT grants to CITY a license for each of CITY's designated users to access the *CLEARVIEW* reports service for so long as this Agreement is in effect. Each of CITY's designated users must be submitted in writing to CONSULTANT. CONSULTANT will provide the user with the necessary log-in information. Any passwords issued for this service may only be used by the person to whom the password is issued; sharing of passwords is **STRICTLY PROHIBITED**. CITY has the obligation to protect those passwords.
 - b. **Limitations of Liability.** CONSULTANT is not responsible for any breach of data resulting from CITY's failure to protect passwords or systems used to access the Service. CONSULTANT does not warrant that the service is error free. CONSULTANT **DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.** Some jurisdictions do not allow the exclusion of implied warranties or limitations of how long an implied warranty may last, or the exclusion of limitation of incidental damages, so the above limitations or exclusions may not apply to CITY. In no event shall CONSULTANT or its licensors, suppliers, or licensees be liable to CITY for any consequential, special, incidental, or indirect damages of any kind arising out of the performance or use of the service, even if CONSULTANT has been advised of the possibility of such damages.
 - c. **Non-disclosure.** CITY's use of the *CLEARVIEW* services is conditioned on CITY's agreement not to make the service or any of output of the system available to CONSULTANT's anyone other than authorized CITY staff. Nothing in this provision prohibits the CITY from exporting data and formatting it for its own use or from making documents marked as 'public' known to the public.

PROPERTY TAX AUDITING & INFORMATION SERVICES

Property Tax Audit Services

CONSULTANT's Property Tax audit service is designed to identify misallocated property tax revenue. Administrative errors and omissions combined with general compliance problems are inevitable given the non-standard, complex nature of state and local property taxes. Error rates rise with respect to property tax applicability, rates, exceptions, exemptions, quirks and other inconsistencies. Avenu/MuniServices' wealth of expertise in the recovery of property taxes allow for a quick correction of misallocations and revenue recovery process.

Avenu/MuniServices understands that the City requires assistance in monitoring and evaluating its property tax revenue and seeks an experienced consulting firm to perform property tax consulting, audit and analysis services.

In conducting the audit, Avenu/MuniServices will:

- **Inventory parcels in the City to facilitate comparison analysis.** Establish a comprehensive inventory of every parcel located within the City including the database elements needed to facilitate a comparison analysis with City secured and unsecured taxable values.
- **Examine records on behalf of the City.** Represent the City for purposes of examining records pertaining to property tax to identify and confirm any errors/omissions that are resulting in deficient payment of tax revenues to the City.
- **Document process.** For each error/omission identified and confirmed, prepare documentation to substantiate and facilitate recovery of revenue due from prior periods plus applicable interest and penalties (collectively "Misallocations").

We will provide further steps on behalf of the City to recover property tax allocation errors and omissions as follows:

- **Review findings and recommendations with City.** Meet with designated City official(s) as necessary to review our findings and recommendations. Avenu/MuniServices will also provide additional assistance as necessary to support the City in recovering and preventing tax allocation errors/omissions.
- **Develop requests for corrective action and establish Date of Knowledge.** Prepare and forward to the appropriate parties' requests for corrective action and revenue recovery for misallocations. The date appropriate parties receive and acknowledge these requests are the Date of Knowledge (DOK).
- **County Assessor reviews misallocations identified by Avenu/MuniServices for reallocation.** From the DOK, the County Assessor's office will review the identified misallocations, and for those misallocations for which a correction is required, an Assessor's Roll Correction (ARC) will be processed by the County correcting those Misallocations, typically triggering a reallocation. The Roll Year in which the assessments first appear corrected is the Date of Correction. Corrected assessments result in proper allocations in subsequent Roll Years ("Corrected Allocations").
- **County Auditor/Controller reallocation.** Once the Assessor's office confirms errors and makes corrections, the information is forwarded to the Auditor/Controller for redistribution of revenues. The reallocation process is monitored through to receipt of revenue by the City.

Property Tax Information Service (PropertyLINK™)

The CONSULTANT will provide PropertyLINK™ data management software that provides secured and unsecured property tax data. Additionally, the system provides essential reports for the City and RDA successor agency. The customizable ad-hoc query tool, pre-defined reports and export capabilities turns the property tax data into a policymaking and economic development management tool. Reports to be produced by CONSULTANT and/or available within the PropertyLINK™ databases include:

1. Top (1 - 100) Property Owners
2. Top (1 - 100) Property Tax Payers
3. Top (1 - 100) Property Tax Detail
4. Property Transfers since prior period
5. Pre-Prop 13 Property Listing
6. Top (1 - 100) Taxable Value Changes
7. New Construction Activity (requires City building permit data)
8. Multiple Owned Parcel
9. Absentee Owner Parcel Listing
10. Taxable Value Summary Tax Rate Area, Land Use and Tax Type
11. Estimated City Share Revenue TRA
12. Tax Revenue Summary TRA
13. Taxable Value by Land Use
14. Taxable Value Change Summary by TRA
15. Tax Increment Revenue Summary

In addition to pre-defined reports, the CONSULTANT can provide the City with a variety of additional reports that can be customized for the City. The Ad-Hoc query capability enhanced by Avenu/MuniServices' report building tools to allow for:

1. Complete control of ad hoc report generation facilitated by the Integrated Custom Report Designer
2. Automatic report generation
3. Easy to use selection criteria for field selection
4. Full control of tabular field selection, sorting and display
5. Ability to export selected data to Excel, Delimited (Tab/Comma), or XML file formats

Information and Data

CONSULTANT will secure all primary sources of information and load them into PropertyLINK™. CONSULTANT will also purchase data as needed from other external sources. City will provide any authorizations needed to obtain the secured and unsecured property rolls.

Forecast

The property tax revenue forecast includes a preliminary estimate and a mid-year update. Mid-year forecast updates utilizing recent sales activities, current annual inflationary factors, and pending appeals potential impacts result in highly accurate annual growth estimates.

Assessment Appeals

The Assessment Appeal Reports analyze historical success rates; pending appeals and the potential impact they may have on the City and each RDA project area and are prepared quarterly. Assessment Appeals Reports will contain the following information:

1. Top 20 Property Tax Generators – Listing of top property tax generators combined by owner
2. Current Pending Appeals for Top 20 Property Tax Assessors – Lists appeals filed and pending by top property tax generators
3. Assessment Appeal History and Success Rate – Lists historical disposition of appeals with success rates and financial impact
4. Pending Appeals Total Impact Projections – Calculates potential impact of pending appeals based on historical rates
5. Pending Appeals Annual Impact Projections

Statistical Reporting Package for the City's Comprehensive Annual Financial Report (CAFR)

The CAFR basic package reports assist the city in preparing the statistical section of the city's CAFR reporting requirements and will be provided on an annual basis in the city's format and in compliance with GASB No. 44. The reports include:

1. Assessed and Estimated Market Value (city-wide, city-only and/or RDA)
2. Property Tax Land Use Distribution
3. Direct & Overlapping Property Tax Rates
4. Principal (Top 25) Property Tax Payers
5. Principal (Top 25) Sales Tax Producers

The Additional CAFR reports that are available include:

1. Direct and Overlapping Debt
2. Principal Employers
3. Demographics and Economic Statistics

End of Exhibit A

EXHIBIT B
COMPENSATION

SALES, TRANSACTIONS AND USE TAX AUDIT SERVICES (SUTA) SERVICES

What the CITY will pay CONSULTANT

CONSULTANT's compensation for the Sales, Transactions and Use Tax Audit Service is as follows:

- 14% contingency fee (up to \$2 million)
- 10% contingency fee (between \$2 million to \$3 million)
- 5% contingency fee (over \$3 million)

This fee structure applies to revenue received for six quarters beginning with the quarter in which the Date of Correction falls and all eligible prior quarters back to and including the three quarters prior to the Date of Knowledge quarter for Bradley-Burns sales tax revenues and all eligible prior quarters back to and including all corrected quarters prior to the Date of Knowledge quarter for district tax revenues. As used herein, the Date of Knowledge is the quarter during which CONSULTANT notifies the CDTFA of the existence of a misallocation. As used herein, the Date of Correction refers to the quarter in which the taxpayer has correctly reported the local tax and the CDTFA distributes the local tax properly to CITY based on the taxpayer's reporting. For QDR Misallocations detected and corrected, CONSULTANT's compensation shall only include the quarters for which the misallocation actually occurred.

For clarification and to encourage communication and collaboration between CONSULTANT and the CITY, CONSULTANT shall be entitled to full payment of all compensation as provided herein even if any one or more of CITY, its personnel, agents, or representatives, or any third party or parties provide(s) information to CONSULTANT that assists or is used by CONSULTANT in the identification, detection, and correction of point-of-sale distribution errors or the reporting and/or misallocation of revenue.

Should the CITY identify, document, and notify the CDTFA in writing of a point-of-sale distribution error, reporting error or misallocation as those terms are used herein, the CITY agrees to notify CONSULTANT of the CITY's discovery no later than ten (10) days after the Date of Knowledge as defined in Title 18 of the California Code of Regulations, Regulation 1807 ("Date of Knowledge"). If the CITY fails to so notify CONSULTANT as provided above and CONSULTANT later detects, documents, and reports the misallocation or reporting error to the CDTFA, or if CONSULTANT has established a Date of Knowledge with the CDTFA prior to notification to the Board by the CITY, then CONSULTANT is entitled to full compensation for the affected account as provided herein.

Invoicing/Billing

CONSULTANT will invoice CITY quarterly based on past and/or prospective compliance secured on behalf of CITY. Invoices are due and payable upon receipt.

Additional Consulting

CITY may request that CONSULTANT provide additional consulting services at any time during the term of the Agreement. If CONSULTANT and CITY agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, CONSULTANT's standard hourly rates range from \$75 per hour to \$325 per hour.

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. All reimbursable expenses shall receive prior approval from the CITY and shall be reimbursed at cost to CONSULTANT.

Completion of Services

Notwithstanding any other provision of this Agreement, because CONSULTANT's services performed hereunder result in corrections of misallocations and other revenue after cessation of services by CONSULTANT for CITY, CITY agrees that with regards to misallocations identified to the CDTFA whose Date of Knowledge occurred during CONSULTANT's performance of services for CITY or for other revenue resulting from CONSULTANT's actions taken during the term of this Agreement, that CITY's obligation to pay CONSULTANT in accordance with the compensation language of this Agreement shall survive expiration or termination of this Agreement for any reason. Additionally, notwithstanding any other provision of this Agreement, if this Agreement is terminated or expires, CONSULTANT shall continue to pursue corrections of accounts identified during the term of this Agreement that have not been corrected by the CDTFA as of the effective date of termination or expiration. The period after termination during which CONSULTANT is pursuing correction of accounts identified before termination is referred to as the "completion period." CITY shall compensate CONSULTANT in accordance with the compensation language of this Agreement for corrected misallocations that result from CONSULTANT's efforts during the completion period. CITY will also take all necessary steps to allow CONSULTANT to continue to receive the required information from the CDTFA during this completion period.

SALES/USE TAX ANALYTICS & REPORTING - 'CLEARVIEW'

- 1. Base Package Annual fee.** CITY shall pay CONSULTANT an annual fee of \$3,200 ("annual fee") payable in four equal quarterly payments of \$800. CONSULTANT will invoice the CITY on a quarterly. Invoices are due and payable within thirty (30) days of receipt. If this Agreement is terminated for any reason, the CITY remains obligated to pay CONSULTANT the quarterly payments of the annual fee for the quarters before the effective date of termination.
- 2. Adjustments.** CONSULTANT will adjust the Base Package Annual Fee and any of the optional fees at the beginning of each calendar year by the percentage change in the Consumer Price Index that pertains to CITY's particular geographic area as reported by the Bureau of Labor Statistics. Annual Fee adjustment shall not be less than two percent (2%) or greater than ten percent (10%). Any adjustments shall not be revised during the term of the agreement (including any extension periods) without prior approval by CITY's City Council.

PROPERTY TAX INFORMATION SERVICE (PropertyLINK™)

Property Tax Audit Services: Property Tax Audit service for a one-time fee of \$5,000 in the year an audit is completed. PropertyLINK™ and the Basic CAFR Reports are an annual fee of \$7,000 to be paid in quarterly installments of \$1,750.

Information services also includes the property tax forecast, semi-annual assessment appeals reports and the CAFR basic package reports.

Additional CAFR Reports

Direct and Overlapping Debt (\$500)

Principal Employers (\$1,000)

Demographics and Economic Statistics (\$200)

ADDITIONAL CONSULTING

The City may request that Consultant provide additional consulting services at any time during term of the Agreement. If Consultant and the City agree on the scope of the additional consulting services requested, then Consultant shall provide the additional consulting services on a Time and Materials basis. Depending on the personnel assigned to perform the work, Consultant's standard hourly rates range from \$75 per hour to \$325 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. The following are sample hourly rates based on the job classification (these rates are subject to change):

Consultant's Hourly Rate Schedule

Position	Hourly Rate
Legal	\$325
Principal	\$200
Project Manager/Director	\$175
Client Services Executive	\$150
Senior Analyst	\$125
Information Technology	\$175
Analyst	\$100
Administrative	\$75

End of Exhibit B

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 CONSULTANT without the prior written consent of CITY.
- B. **Compliance with Law.** CONSULTANT 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 CONSULTANT pursuant to this Agreement shall be forever maintained as confidential by CONSULTANT, to the maximum extent permitted by law.
- D. **Standard of Care.** CONSULTANT 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 CONSULTANTS shall be reported by CONSULTANT immediately to CITY. CONSULTANT's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONSULTANT may agree in advance to a single person contact, a representative of either the CITY or CONSULTANT, for the investigation and response to complaints.
- E. **Hires.** 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 subCONSULTANT shall be retained by CONSULTANT except upon the prior written approval of CITY.
- F. **Independent CONSULTANT.** 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 CONSULTANT. 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 CONSULTANT 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.

- 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT at least fifteen (15) days prior to the date of termination specified in said notice. In the event this Agreement is so terminated, CITY shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to CONSULTANT' fee, the CITY shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CITY. In no event, however, shall CONSULTANT receive more than the compensation outlined in Exhibit B. CONSULTANT 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 CONSULTANT as of the date of termination.
CONSULTANT may not terminate this Agreement except for cause.

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 CONSULTANT 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 CONSULTANTS 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 CONSULTANT, and/or its officers, agents, servants, employees, subCONSULTANTS, CONSULTANTS or their officers, agents, servants or employees (or any entity or individual for that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

B. Other Indemnities.

Other than in the performance of professional services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT, its officers, agents, servants, employees, subCONSULTANTS, materialmen, suppliers, or CONSULTANTS, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

- C. 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 CONSULTANT 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, CONSULTANT agrees to amend, supplement or endorse the policies to do so.
2. Without limiting the CONSULTANT's indemnity obligations hereunder, CONSULTANT 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 CONSULTANT 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 CONSULTANT.

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)

CONSULTANT 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 CONSULTANT does not own any vehicles, CONSULTANT may satisfy this requirement by providing the following:
 - (1) A personal automobile liability policy for the CONSULTANT's own vehicle, if CONSULTANT is a one-person operation; and
 - (2) A non-owned & hired auto liability endorsement to the commercial general liability policy if the CONSULTANT 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 CONSULTANT does not have any employees who will be performing work on behalf of City, CONSULTANT must provide the following:
 - (1) A signed Self-Employment Affidavit Letter or a signed Declaration that CONSULTANT 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 CONSULTANT will comply with such provisions before commencing the performance of the work of this contract; and

- (2) A certification that CONSULTANT 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; \$2,000,000 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 & CONSULTANTs 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 CONSULTANT 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 CONSULTANT
 - (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 CONSULTANT.

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 CONSULTANT

The Insurance obligations under this Agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to CONSULTANT; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT under this agreement.

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 CONSULTANT from waiving the right of subrogation prior to a loss. CONSULTANT shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether 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, CONSULTANT 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 CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

I. Contractual Liability

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

J. Failure to Maintain Coverage

CONSULTANT agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to City. City shall have the right to withhold any payment due until CONSULTANT has fully complied with the insurance provisions of this Contract.

In the event that the CONSULTANT's operations are suspended for failure to maintain required insurance coverage, the CONSULTANT shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

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 CONSULTANT'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 SubCONSULTANTS

CONSULTANT shall be responsible for causing SubCONSULTANTS 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

SubCONSULTANT'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

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members
FROM: Bill Gallardo, City Manager
DATE: 08/20/2019
SUBJECT: FY 2017 Urban Areas Security Initiative (UASI) Grant Program

RECOMMENDATION

Direct the Fire Chief to execute the grant funds award letter and the UASI sub-award agreement.

BACKGROUND/DISCUSSION

The program provides regional training and exercise activities in the UASI program. Funding is being awarded to the City of Brea in support of the ASUA Regional Training Program and Tactical Medicine Program. As part of these regional programs, Brea Fire Department is approved to fund the registration fees and travel costs of up to two (2) students for attendance at Tactical Medicine Modules A and B in an amount not exceed \$12,580. Tuition and travel costs are the only expenses eligible for reimbursement under this project. All personnel expenses, to include overtime and backfill, associated with the training are to be covered by the Brea Fire Department. Grant funds originate from the Department of Homeland Security and Federal Emergency Management Agency, through the Governor's Office of Emergency Services, and are used to support first responders' capacity to respond to terrorism acts or threats.

FISCAL IMPACT/SUMMARY

The grant award is for \$12,580.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager
Prepared by: Kathy Schaefer, Division Chief
Concurrence: Adam Loeser, Fire Chief

Attachments

Notification of Sub-Recipient Award
Sub-Recipient Agreement
Resolution 2008-40

MAYOR
Miguel A. Pulido
MAYOR PRO TEM
Juan Villegas
COUNCILMEMBERS
Cecilia Iglesias
David Penaloza
Vicente Sarmiento
Jose Solorio



CITY MANAGER
Kristine Ridge
CITY ATTORNEY
Sonia R. Carvalho
ACTING CLERK OF THE COUNCIL
Norma Mitre-Ramirez

CITY OF SANTA ANA
SANTA ANA POLICE DEPARTMENT
20 Civic Center Plaza • P.O. Box 1988
Santa Ana, California 92702
www.santa-ana.org

OFFICE OF THE CHIEF OF POLICE

June 27, 2019

Bill Gallardo, City Manager
City of Brea
1 Civic Center Circle
Brea, CA 92821

SUBJECT: NOTIFICATION OF SUB-RECIPIENT AWARD
FY2017 Urban Area Security Initiative (UASI) Grant Program
CFDA# 97.067 – Department of Homeland Security
Grant Number #2017-0083; NOFO #DHS-17-GPD-067-00-01
Sub-Recipient Performance Period: March 28, 2018 to March 31, 2020

Requesting Jurisdiction: City of Brea
DUNS #04-0516791

Projects:
017 – Regional Training Program \$12,580

Total Award: \$12,580

Dear Mr. Gallardo:

This letter serves to inform you that the City of Brea has been approved for grant funding under the FY2017 Urban Areas Security Initiative (UASI) Grant Program in the amount of \$12,580. Once your completed eligibility packet, including signed UASI Transfer Agreement, is received and an executed copy of the agreement is on file, reimbursement may be requested for eligible expenditures using the appropriate Anaheim/Santa Ana UASI (ASAUA) forms. All activities funded with this award must be completed within the Sub-Recipient performance period.

Funding is being awarded to the City of Brea in support of the ASAUA Regional Training Program and Tactical Medicine Program. As part of these regional programs, Brea Fire Department is approved to fund the registration fees and travel costs of up to two (2) students for attendance at Tactical Medicine Modules A and B in an amount not exceed \$12,580. Tuition and

SANTA ANA CITY COUNCIL

Miguel A. Pulido Mayor mpulido@santa-ana.org	Juan Villegas Mayor Pro Tem, Ward 5 jvillegas@santa-ana.org	Vicente Sarmiento Ward 1 vsarmiento@santa-ana.org	David Penaloza Ward 2 dpenaloza@santa-ana.org	Jose Solorio Ward 3 jsolorio@santa-ana.org	Vacant Ward 4	Cecilia Iglesias Ward 6 ciglesias@santa-ana.org
---	--	---	--	--	------------------	--

travel costs are the only expenses eligible for reimbursement under this project. All personnel expenses, to include overtime and backfill, associated with the training are to be covered by the Brea Fire Department.

It is critical that all City of Brea employees involved in the FY17 UASI Grant Program become familiar with the Transfer Agreement between the City of Santa Ana and the City of Brea regarding the FY17 UASI Grant Program as well as the FY17 Homeland Security Grant Notice of Funding Opportunity, the FY17 Homeland Security Grant Program California Supplemental Guidance, and the FY17 Anaheim/Santa Ana UASI Sub-Recipient Grant Guide. It imperative that the Santa Ana UASI Office is contacted before any projects are procured to ensure that Environmental Historic Preservations (EHP), Aviation/Watercraft, and Establish/Enhance Emergency Operations Center requirements have been met, as well as financial regulations pertaining to sole source. We will seek any applicable requests and approvals on your behalf to the California Governor's Office of Emergency Services (CalOES). Sub-Recipients are also required to obtain a performance bond prior to the purchase of any equipment item over \$250,000. Performance bonds must be forwarded to the ASUA Grant Office for submission to CalOES no later than time of reimbursement.

Sub-Recipients are encouraged to seek reimbursement through the grant cycle, as funds are expended. Final Training Reimbursement Requests are due no later than **December 31, 2019**. Final reimbursement requests for all other approved project costs are due no later than **March 31, 2020**.

This grant is subject to all provisions of 2 CFR Part 200 Subpart F – Audit Requirements. Sub-recipients are required to submit copies of completed Single Audit Reports to the ASUA Grant Office, along with any Corrective Action Plans as a result of HSGP findings.

A dated signature from you, or your authorized designee, is required below. Please sign and return the original to the ASUA Grant Office, retaining a copy for your files. If you have any questions regarding this letter, please feel free to contact Santa Ana UASI Grant Coordinator Sgt. Roland Andrade at (714) 245-8720 or randrade2@santa-ana.org.

Sincerely,



DAVID VALENTIN
Chief of Police

CC: AUTHORIZED AGENT

Name of Signatory:
City of Brea

Date

SANTA ANA CITY COUNCIL

Miguel A. Pulido
Mayor
mpulido@santa-ana.org

Juan Villegas
Mayor Pro Tem, Ward 5
jvillegas@santa-ana.org

Vicente Sarmiento
Ward 1
vsarmiento@santa-ana.org

David Penaloza
Ward 2
dpenaloza@santa-ana.org

Jose Solorio
Ward 3
jsolorio@santa-ana.org

Vacant
Ward 4

Cecilia Igle
Ward 6
ciglesias@santa-ana.org

AGREEMENT

SUB-RECIPIENT: CITY OF BREA

City Contract Number _____

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Exhibit B	Certification Regarding Lobbying
Exhibit C	Grant Assurances

Agreement Number: _____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR
REIMBURSEMENT OF TRAINING COSTS
FOR FY2017 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND CITY OF BREA

THIS AGREEMENT is made and entered into this 28th day of March, 2018, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY"), and CITY OF BREA (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY17 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2017 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS) Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

"U.S. Department of Homeland Security "Fiscal Year 2017 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2017_HSGP_NOFO_20170601v2014_605.pdf

California Governor's Office of Emergency Services "FY2017 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
<http://www.sacoes.org/Documents/FY%202017%20HSGP%20State%20Guidances.pdf?ID=76>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Governor's Office of Emergency Services ("Cal-OES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Santa Ana and the City of Anaheim, the County of Orange, including the unincorporated area of the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY17 UASI Grant of \$4,344,000 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Santa Ana Police Department, Homeland Security Division ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY17 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF BREA ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the City Manager which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and
- B. CITY OF BREA, a municipal corporation, One Civic Center Circle, Brea, CA 92821

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the CITY OF SANTA ANA shall be, unless otherwise stated in the Agreement:

Kenneth Gominsky, Jr., Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Phone: (714) 245-8040
Fax: (714) 245-8098
kgominsky@santa-ana.org

- 2. The representative of CITY OF BREA shall be:

Name/Title: _____
Address: _____

Phone: _____
Email: _____

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF SANTA ANA. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF SANTA ANA by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF SANTA ANA.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

- A. Grant Assurances in accordance with section 415C of this Agreement attached hereto as Exhibit C and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 415A12 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 415C of this Agreement and attached hereto as Exhibit B and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on March 28, 2018 and end on March 31, 2020 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, copies of the document will be provided electronically to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at http://www.fema.gov/media-library-data/20130726-1825-25045-7138/fema_preparedness_grants_authorized_equipment_list.pdf, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY 17 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) a serial number or other identification number, (c) the source of funding for the property (including the FAIN), (d) who holds the title, (e) the acquisition date, (f) the cost of the property, (g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired, (h) location, (i) use and condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price

of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
 10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
 11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
- D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2017 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by Cal-OES at <http://www.firstrespondertraining.gov/admin>. A catalogue of Grantor approved and sponsored training courses is available at http://www.firstrespondertraining.gov/odp_webforms.
- E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2017 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2017 Homeland Security Grant Program, as set forth above.
- G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2017 Homeland Security Grant Program, as set forth above.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Santa Ana UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

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

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non renewals or restrictions of licenses, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

SUB-RECIPIENT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, SUB-RECIPIENT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental or physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability (California Government Code §§ 12490, 12945, 12945.2), military or veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.. SUB-RECIPIENT shall comply with Executive Order 11246, entitled "Equal

Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

If required, SUB-RECIPIENT shall submit an Equal Employment Opportunity Plan (“EEOP”) to the DOJ Office of Civil Rights (“OCR”) in accordance with guidelines listed at <http://www.ojp.usdoj.gov/ocr/eeop.htm>,

Any subcontract entered into by the SUB-RECIPIENT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this § 408.

§409. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§410. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. SUB-RECIPIENT certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

§411. Conflict of Interest

- A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:
 - 1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
 - 2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.

- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§413. Statutes and Regulations Applicable To All Grant Contracts

- A. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:
 - 1. Office of Management and Budget (OMB)

SUB-RECIPIENT shall comply with 2 Code of Federal Regulation (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).
 - 2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY17 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2017-0083; and identify the CITY OF SANTA ANA as the Pass-Through.

3. Americans with Disabilities Act

SUB-RECIPIENT hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §§ 12101, et seq., and its implementing regulations. SUB-RECIPIENT will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. SUB-RECIPIENT will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the SUB-RECIPIENT, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, SUB-RECIPIENT shall submit to the CITY a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC §1352. A copy of the Certificate is attached hereto as Exhibit B. No funds will be released to SUB-RECIPIENT until the Certification is filed.

SUB-RECIPIENT shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

In accordance with 2 CFR §200.336, at any time during normal business hours and as often as the CITY, the U.S. Comptroller General, and/or the Auditor General of the State of California may deem necessary, SUB-RECIPIENT shall make available for examination all of its records with respect to all matters covered by this Agreement. The CITY, the U.S. Comptroller General and/or the Auditor General of the State of California shall have the authority to

audit, examine and make excerpts or transcripts from records, including SUB-RECIPIENT'S invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

SUB-RECIPIENT agrees to provide any reports requested by the CITY regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

7. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

SUB-RECIPIENT shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

SUB-RECIPIENT shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment. None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645, et seq.

SUB-RECIPIENT shall comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

9. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment; (f) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground floor units in buildings without elevators)-be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201); (g) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin; (h) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors; (i) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages; (j) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements

contained in 6 C.F.R. Part 19; (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (l) The requirements of any other nondiscrimination statute(s) which may apply to the application. (

10. Environmental

SUB-RECIPIENT shall comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

SUB-RECIPIENT shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities; (b) Executive Order (EO) 11514; (c) notification of violating facilities pursuant to EO 11738; (d) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in floodplains in accordance with EO 11988; (f) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451, et seq.); (g) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, et seq.); (h) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (i) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); and (j) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

SUB-RECIPIENT shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SUB-RECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801, et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

SUB-RECIPIENT shall comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

SUB-RECIPIENT shall comply with the Federal Clean Water Act (CWA) (33 U.S.C §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

SUB-RECIPIENT shall comply with Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources.

SUB-RECIPIENT shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

SUB-RECIPIENT shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

SUB-RECIPIENT shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; (2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) determined to be in violation of federal law relating to air or water pollution.

By signing this Agreement, SUB-RECIPIENT ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000, et seq., CEQA Guidelines (California Code of Regulations, Title 14 Division 6, Chapter 3, §§ 15000-15387), and is not impacting the environment negatively.

11. Preservation

SUB-RECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1, et seq.).

12. Suspension and Debarment

SUB-RECIPIENT shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and SUB-

RECIPIENT shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the CITY concurrent with the execution of this Agreement and shall certify that neither SUB-RECIPIENT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, SUB-RECIPIENT will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

13. Drug-Free Workplace

SUB-RECIPIENT shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 44 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Financial Management

SUB-RECIPIENT will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

15. Reporting – Accountability

SUB-RECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUB-RECIPIENT must also comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

16. Human Trafficking

SUB-RECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

17. Freedom of Information Act

SUB-RECIPIENT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. SUB-RECIPIENT should also consult State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

18. California Public Records Act

SUB-RECIPIENT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

B. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2017 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Personally Identifiable Information

SUB-RECIPIENT collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

4. Hotel and Motel Fire Safety Act of 1990

SUB-RECIPIENT must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

5. Terrorist Financing E.O. 13224

SUB-RECIPIENT must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

6. USA Patriot Act of 2001

SUB-RECIPIENT must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

7. Acknowledgement of Federal Funding from DHS

SUB-RECIPIENT must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

8. Federal Debt Status

SUB-RECIPIENT is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

9. Fly America Act of 1974

SUB-RECIPIENT must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

10. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

C. Compliance With Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit C. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Grant Assurances.

§414. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§415. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations

System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

F. Patents and Intellectual Property Rights

Unless otherwise provided by law, SUB-RECIPIENT is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. SUB-RECIPIENT is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

§416. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY Directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-seven (28) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF BREA have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF SANTA ANA, a municipal
Corporation of the State of California

By: _____
Norma Mitre-Ramirez
Acting Clerk of the Council

By: _____
Kristine Ridge
City Manager

RECOMMENDED FOR APPROVAL:

By: _____
David Valentin
Chief of Police

SUB-RECIPIENT
CITY OF BREA
DUNS # 04-0516791

APPROVED AS TO FORM:

By: _____

Printed Name _____

By: _____
Tamara Bogosian
Assistant City Attorney

Title

APPROVED AS TO FORM

By: _____

Printed Name _____

Title

EXHIBIT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Authorized Agent Signature

Address: _____

Printed or Typed Name

Title

EXHIBIT B
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans
and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C
California Governor's Office of Emergency Services
Standard Assurances
(For All Cal OES Federal Grant Programs)

Name of Applicant: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone Number: _____ Fax Number: _____
E-Mail Address: _____

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are called out below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

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3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

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

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principal, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

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performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race,

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color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

- (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions

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of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;

- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational

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conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no recipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

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- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management

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activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

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25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirements

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Initials _____

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

Initials _____

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

Applicant:

Signature of Authorized
Agent:

Printed Name of Authorized Agent:

Title: _____ Date:

Initials _____

RESOLUTION 2008-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA DESIGNATING APPLICANTS AGENT FOR HOMELAND SECURITY FUNDS

BE IT RESOLVED BY THE CITY COUNCIL
(Governing Body)
OF THE CITY OF BREA
(Name of Applicant) **THAT**
EMERGENCY PREPAREDNESS COORDINATOR
(Name of Title of Authorized Agent), **OR**
FIRE CHIEF
(Name of Title of Authorized Agent), **OR**
POLICE CHIEF
(Name of Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California.

Passed and approved this 6th day of MAY, 2008

Certification

I, LUCINDA WILLIAMS
(Name), duly appointed and
CITY CLERK
(Title) of the CITY OF BREA
(Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by
the CITY COUNCIL
(Governing Body) of the CITY OF BREA
(Name of Applicant) on the
6th day of MAY, 2008

torchweitzer
MAYOR
ATTEST: [Signature]
City Clerk of the City of Brea
MAY 6, 2008
(Date)

AYES: COUNCIL MEMBERS: Garcia, Moore, Beauman
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: Simonoff, Schweitzer
ABSTAIN: COUNCIL MEMBERS: None

May 6, 2008
RESO. 2008-40

City of Brea

COUNCIL COMMUNICATION

FROM: Bill Gallardo, City Manager

DATE: 08/20/2019

SUBJECT: June and July Outgoing Payment Logs and July 19 & 26 and August 2, 9 and 16, 2019 City Check Registers - Receive and file.

Attachments

08-16-19 City Check Register
Outgoing Payment Log
July Payment Log
07-19-19 City Check Register
07-26-19 City Check Register
08-02-19 City Check Register
08-09-19 City Check Register

City Check Register for: Aug 16, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181507	MICHAEL ANDREWS	08/16/2019	28813	110000000	DEVELOPER FEE REFUND	\$174.70
MICHAEL ANDREWS					Total Check Amount:	\$174.70
181508	GINACARIO ASONG	08/16/2019	28848	110000000	DEVELOPER FEE REFUND	\$183.76
GINACARIO ASONG					Total Check Amount:	\$183.76
181509	PHILIP BAKER	08/16/2019	28842	110000000	DEVELOPER FEE REFUND	\$54.74
PHILIP BAKER					Total Check Amount:	\$54.74
181510	BRENDEN BARRETT	08/16/2019	28777	110000000	DEVELOPER FEE REFUND	\$150.45
BRENDEN BARRETT					Total Check Amount:	\$150.45
181511	BEARINGS & DRIVES INC	08/16/2019	8461	480515161	OIL SEAL	\$6.38
BEARINGS & DRIVES INC					Total Check Amount:	\$6.38
181512	BREA ROTARY CLUB	08/16/2019	1338	110222211	QTRLY DUES APR-JUN19	\$266.25
		08/16/2019	1338	110222211	QTRLY DUES JAN-MAR19	\$41.25
BREA ROTARY CLUB					Total Check Amount:	\$307.50
181513	TROY BRYANT	08/16/2019	28793	110000000	DEVELOPER FEE REFUND	\$771.05
TROY BRYANT					Total Check Amount:	\$771.05
181514	WARLENIA BRYANT	08/16/2019	28791	110000000	DEVELOPER FEE REFUND	\$272.47
WARLENIA BRYANT					Total Check Amount:	\$272.47
181515	CALIFORNIA POLICE CHIEFS ASSN	08/16/2019	2688	110212111	CPCA TECH SUMMIT 1/15	\$99.00
CALIFORNIA POLICE CHIEFS ASSN					Total Check Amount:	\$99.00
181516	CALPIPE SECURITY BOLLARDS	08/16/2019	21104	110515125	DT BALLARDS - REISSUE	\$1,095.41
CALPIPE SECURITY BOLLARDS					Total Check Amount:	\$1,095.41
181517	SARAH CARBAJAL	08/16/2019	28362	110404215	YOGA:BECKMAN JUL19	\$125.00
SARAH CARBAJAL					Total Check Amount:	\$125.00
181518	PASCUAL AND/OR IRENE CERVANTES	08/16/2019	28852	110000000	DEVELOPER FEE REFUND	\$350.00
PASCUAL AND/OR IRENE CERVANTES					Total Check Amount:	\$350.00
181519	LINDA CHAPMAN	08/16/2019	28837	110000000	DEVELOPER FEE REFUND	\$274.70
LINDA CHAPMAN					Total Check Amount:	\$274.70
181520	JAY CHENG	08/16/2019	28786	110000000	DEVELOPER FEE REFUND	\$289.75
JAY CHENG					Total Check Amount:	\$289.75
181521	FERZIN CHICHGAR	08/16/2019	28808	110000000	DEVELOPER FEE REFUND	\$127.70
FERZIN CHICHGAR					Total Check Amount:	\$127.70
181522	CINTAS	08/16/2019	24347	110404542	FIRST AID RESTOCK	\$100.31
CINTAS					Total Check Amount:	\$100.31
181523	CITY OF FULLERTON	08/16/2019	12001	110222211	SHRDCMND 3/23-6/28/19	\$84,370.23
		08/16/2019	12001	110222221	SHRDCMND 3/23-6/28/19	\$62,892.81
		08/16/2019	12001	110222223	SHRDCMND 3/23-6/28/19	\$478.56
		08/16/2019	12001	110222231	SHRDCMND 3/23-6/28/19	\$1,207.50
		08/16/2019	12001	480515161	SHRDCMND 3/23-6/28/19	\$5,803.86
CITY OF FULLERTON					Total Check Amount:	\$154,752.96

City Check Register for: Aug 16, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181524	COUNTY OF ORANGE HEALTH CARE AGENCY	08/16/2019	19710	490515151	BREA PLUNGE PERMIT	\$189.00
COUNTY OF ORANGE HEALTH CARE AGENCY Total Check Amount:						\$189.00
181525	COUNTY OF ORANGE HEALTH CARE AGENCY	08/16/2019	19197	420515131	BACKFLOW INSP APR-JUN	\$191.00
COUNTY OF ORANGE HEALTH CARE AGENCY Total Check Amount:						\$191.00
181526	CRIME SCENE STERI-CLEAN, LLC	08/16/2019	24939	110212131	BIO-HAZARD CLEAN-UP	\$750.00
CRIME SCENE STERI-CLEAN, LLC Total Check Amount:						\$750.00
181527	CSULB FOUNDATION	08/16/2019	10182	110212111	FTPORG:SUPV/ADM/COORD	\$316.00
CSULB FOUNDATION Total Check Amount:						\$316.00
181528	CSULB FOUNDATION	08/16/2019	10182	110212111	MH DECISION MAKING	\$146.00
CSULB FOUNDATION Total Check Amount:						\$146.00
181529	DEPARTMENT OF TRANSPORTATION	08/16/2019	13722	510707251	57/LAMBERT AGR#12-617	\$85,322.18
DEPARTMENT OF TRANSPORTATION Total Check Amount:						\$85,322.18
181530	DMS CONSULTANTS CIVIL ENGINEERS INC	08/16/2019	28706	510707319	ALLEY PROJ JUN/JUL19	\$2,326.67
		08/16/2019	28706	510707320	ALLEY PROJ JUN/JUL19	\$2,326.67
		08/16/2019	28706	510707321	ALLEY PROJ JUN/JUL19	\$2,326.66
DMS CONSULTANTS CIVIL ENGINEERS INC Total Check Amount:						\$6,980.00
181531	DV TRAILERS-BIG TEX WEST TRAIL.SALE	08/16/2019	25989	110212141	PD CAMERA	\$4,944.34
DV TRAILERS-BIG TEX WEST TRAIL.SALE Total Check Amount:						\$4,944.34
181532	SOUTHERN CALIFORNIA EDISON	08/16/2019	3343	110515121	ELECTRICITY JUL19	\$11,225.52
		08/16/2019	3343	110515125	ELECTRICITY JUL19	\$71.76
		08/16/2019	3343	110515141	ELECTRICITY JUL19	\$1,620.35
		08/16/2019	3343	110515143	ELECTRICITY JUL19	\$694.59
		08/16/2019	3343	110515144	ELECTRICITY JUL19	\$1,004.17
		08/16/2019	3343	360515145	ELECTRICITY JUL19	\$626.54
		08/16/2019	3343	420515131	ELECTRICITY JUL19	\$45,278.07
		08/16/2019	3343	490515151	ELECTRICITY JUL19	\$2,318.58
SOUTHERN CALIFORNIA EDISON Total Check Amount:						\$62,839.58
181533	SOUTHERN CALIFORNIA EDISON	08/16/2019	3343	110515121	ELECTRICITY MAY/JUN19	\$1,054.24
		08/16/2019	3343	110515125	ELECTRICITY MAY/JUN19	\$9,511.20
		08/16/2019	3343	110515141	ELECTRICITY MAY/JUN19	\$90.97
		08/16/2019	3343	110515143	ELECTRICITY MAY/JUN19	\$77.91
		08/16/2019	3343	420515131	ELECTRICITY MAY/JUN19	\$33,365.94
		08/16/2019	3343	430515123	ELECTRICITY MAY/JUN19	\$801.43
		08/16/2019	3343	490515151	ELECTRICITY MAY/JUN19	\$2,324.66
SOUTHERN CALIFORNIA EDISON Total Check Amount:						\$47,226.35
181534	ERIC W. GRUVER PHD	08/16/2019	7856	110141481	PRE-EMPLMNT EVAL	\$850.00

City Check Register for: Aug 16, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
ERIC W. GRUVER PHD						Total Check Amount:
181535	BRIAN ERLAND	08/16/2019	28827	110000000	DEVELOPER FEE REFUND	\$376.70
BRIAN ERLAND						Total Check Amount:
181536	KARLA ESQUIVEL	08/16/2019	28872	110000000	PD REPORT REQ REFUND	\$3.00
KARLA ESQUIVEL						Total Check Amount:
181537	EXTENDED STAY AMERICA HOTEL	08/16/2019	28824	110000000	DEVELOPER FEE REFUND	\$490.00
EXTENDED STAY AMERICA HOTEL						Total Check Amount:
181538	ERIC AND/OR AMY FINGER	08/16/2019	28795	110000000	DEVELOPER FEE REFUND	\$417.05
ERIC AND/OR AMY FINGER						Total Check Amount:
181539	THE GAS COMPANY	08/16/2019	3749	420515131	GAS	\$17.36
THE GAS COMPANY						Total Check Amount:
181540	LOUIE GONZALES	08/16/2019	28851	110000000	DEVELOPER FEE REFUND	\$324.74
LOUIE GONZALES						Total Check Amount:
181541	HONG HAA	08/16/2019	28838	110000000	DEVELOPER FEE REFUND	\$225.50
HONG HAA						Total Check Amount:
181542	HINES	08/16/2019	28776	110000000	DEVELOPER FEE REFUND	\$224.22
HINES						Total Check Amount:
181543	SEO YUN HONG	08/16/2019	28798	110000000	DEVELOPER FEE REFUND	\$174.70
SEO YUN HONG						Total Check Amount:
181544	DANIEL HUERTA	08/16/2019	28825	110000000	DEVELOPER FEE REFUND	\$247.05
DANIEL HUERTA						Total Check Amount:
181545	DENNIS ISHII	08/16/2019	28821	110000000	DEVELOPER FEE REFUND	\$78.05
DENNIS ISHII						Total Check Amount:
181546	JART DIRECT MAIL SERVICES	08/16/2019	8634	110404542	LTNJAZZ/RAGFEST PCARD	\$549.95
JART DIRECT MAIL SERVICES						Total Check Amount:
181547	JC PENNEY COMPANY, INC.	08/16/2019	28857	110000000	DEVELOPER FEE REFUND	\$741.53
JC PENNEY COMPANY, INC.						Total Check Amount:
181548	ANDREW KATO	08/16/2019	28789	110000000	DEVELOPER FEE REFUND	\$24.70
ANDREW KATO						Total Check Amount:
181549	COLLEEN AND/OR ROBERT KAY	08/16/2019	28822	110000000	DEVELOPER FEE REFUND	\$333.22
COLLEEN AND/OR ROBERT KAY						Total Check Amount:
181550	BARRY KAZEMI	08/16/2019	28778	110000000	DEVELOPER FEE REFUND	\$800.99
BARRY KAZEMI						Total Check Amount:
181551	KAVO KERR	08/16/2019	28644	110000000	DEVELOPER FEE REFUND	\$215.59
KAVO KERR						Total Check Amount:
181552	KEYSTONE UNIFORMS OC	08/16/2019	24713	110212111	CADET UNIFORM	\$109.23
		08/16/2019	24713	110212111	DUTY BOOTS	\$185.71
KEYSTONE UNIFORMS OC						Total Check Amount:
181553	IRENE KIANG	08/16/2019	28844	110000000	DEVELOPER FEE REFUND	\$227.70

City Check Register for: Aug 16, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
IRENE KIANG						Total Check Amount:
181554	KENT AND/OR KAREN KIESS	08/16/2019	28854	110000000	DEVELOPER FEE REFUND	\$506.94
KENT AND/OR KAREN KIESS						Total Check Amount:
181555	CHARLES KIM	08/16/2019	28836	110000000	DEVELOPER FEE REFUND	\$313.70
CHARLES KIM						Total Check Amount:
181556	KINECTA FEDERAL CREDIT UNION	08/16/2019	28812	110000000	DEVELOPER FEE REFUND	\$1,043.26
KINECTA FEDERAL CREDIT UNION						Total Check Amount:
181557	DENNIS AND/OR MARY KOGA	08/16/2019	28804	110000000	DEVELOPER FEE REFUND	\$446.75
DENNIS AND/OR MARY KOGA						Total Check Amount:
181558	LAURIE LATHAM	08/16/2019	28819	110000000	DEVELOPER FEE REFUND	\$353.35
LAURIE LATHAM						Total Check Amount:
181559	LAW OFFICES OF JONES & MAYER	08/16/2019	12144	110111112	LEGAL SVCS:PD JUN19	\$176.29
LAW OFFICES OF JONES & MAYER						Total Check Amount:
181560	EDMUND LE	08/16/2019	28843	110000000	DEVELOPER FEE REFUND	\$272.50
EDMUND LE						Total Check Amount:
181561	LEON'S TRANSMISSION SERVICE, INC.	08/16/2019	12835	480515161	1006 TRANSMSN REBUILD	\$2,871.50
LEON'S TRANSMISSION SERVICE, INC.						Total Check Amount:
181562	LIFE-ASSIST, INC.	08/16/2019	10530	110212131	ANTI-MICR TOWELETES	\$452.55
		08/16/2019	10530	172222222	TO CORRECT ACCT CODE	(\$1,541.64)
		08/16/2019	10530	174222222	PM MEDS FIRE STN #2	\$1,541.64
		08/16/2019	10530	174222222	PM SUPPLIES - FS#1	\$1,460.65
		08/16/2019	10530	174222222	PM SUPPLIES - FS#3	\$229.51
LIFE-ASSIST, INC.						Total Check Amount:
181563	DER AND/OR SUE LII	08/16/2019	28850	110000000	DEVELOPER FEE REFUND	\$63.00
DER AND/OR SUE LII						Total Check Amount:
181564	TAYLOR AND/OR SARAH LOWE	08/16/2019	28803	110000000	DEVELOPER FEE REFUND	\$203.55
TAYLOR AND/OR SARAH LOWE						Total Check Amount:
181565	LYDIAS NUTS AND BITES	08/16/2019	28796	110000000	DEVELOPER FEE REFUND	\$302.40
LYDIAS NUTS AND BITES						Total Check Amount:
181566	DAVID MAAG	08/16/2019	28816	110000000	DEVELOPER FEE REFUND	\$257.10
DAVID MAAG						Total Check Amount:
181567	THE MAD CLAW	08/16/2019	28856	110000000	DEVELOPER FEE REFUND	\$522.70
THE MAD CLAW						Total Check Amount:
181568	HUSSAIN AND/OR BIBI MAHAMAD	08/16/2019	28797	110000000	DEVELOPER FEE REFUND	\$46.07
HUSSAIN AND/OR BIBI MAHAMAD						Total Check Amount:
181569	FRANKLIN MANDAP	08/16/2019	28794	110000000	DEVELOPER FEE REFUND	\$124.33
FRANKLIN MANDAP						Total Check Amount:
181570	MAR/CAL	08/16/2019	26176	110	RESOLUTIONS/ORD BOOK	(\$10.54)
		08/16/2019	26176	110111161	RESOLUTIONS/ORD BOOK	\$2,339.39

City Check Register for: Aug 16, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
MAR/CAL						Total Check Amount: \$2,328.85
181571	RAY AND/OR CHRISTI MARTINEZ	08/16/2019	20731	110000000	DEVELOPER FEE REFUND	\$63.80
RAY AND/OR CHRISTI MARTINEZ						Total Check Amount: \$63.80
181572	MICHAEL MAY	08/16/2019	28840	110000000	DEVELOPER FEE REFUND	\$244.74
MICHAEL MAY						Total Check Amount: \$244.74
181573	FRANK AND/OR LESLIE MCCARROLL	08/16/2019	28841	110000000	DEVELOPER FEE REFUND	\$218.70
FRANK AND/OR LESLIE MCCARROLL						Total Check Amount: \$218.70
181574	LAWRENCE MENARD	08/16/2019	27158	110404311	CPSA GALA ENT:GALLERY	\$200.00
LAWRENCE MENARD						Total Check Amount: \$200.00
181575	ROBIN THISTLE & WIS MENDOZA	08/16/2019	28828	110000000	DEVELOPER FEE REFUND	\$156.44
ROBIN THISTLE & WIS MENDOZA						Total Check Amount: \$156.44
181576	MIKE'S SOLAR CLEANING, LLC	08/16/2019	28758	490515151	SOLAR PANEL CLEANING	\$1,063.75
MIKE'S SOLAR CLEANING, LLC						Total Check Amount: \$1,063.75
181577	THE MORGAN GROUP	08/16/2019	28860	110000000	DEVELOPER FEE REFUND	\$1,102.40
THE MORGAN GROUP						Total Check Amount: \$1,102.40
181578	MORPHE, LLC	08/16/2019	28783	110000000	DEVELOPER FEE REFUND	\$607.00
MORPHE, LLC						Total Check Amount: \$607.00
181579	PETER AND/OR APRIL NAPRAVNIK	08/16/2019	28831	110000000	DEVELOPER FEE REFUND	\$533.96
PETER AND/OR APRIL NAPRAVNIK						Total Check Amount: \$533.96
181580	NATIONAL PEN CO. LLC	08/16/2019	25520	110222231	PROMO ITEMS-FIRE DEPT	\$266.57
NATIONAL PEN CO. LLC						Total Check Amount: \$266.57
181581	TIM NELSON	08/16/2019	28805	110000000	DEVELOPER FEE REFUND	\$254.46
TIM NELSON						Total Check Amount: \$254.46
181582	NEOPOST USA INC	08/16/2019	20201	110141441	CREDIT TO #15751345	(\$1,254.20)
		08/16/2019	20201	110141441	TRANSLUCENT TABS	\$1,567.76
NEOPOST USA INC						Total Check Amount: \$313.56
181583	DAVID NGUYEN	08/16/2019	28853	110000000	DEVELOPER FEE REFUND	\$92.50
DAVID NGUYEN						Total Check Amount: \$92.50
181584	MARJORIE NILSEN	08/16/2019	28839	110000000	DEVELOPER FEE REFUND	\$187.26
MARJORIE NILSEN						Total Check Amount: \$187.26
181585	ORANGE COUNTY WINWATER WORKS	08/16/2019	28030	420515131	CHECK VALVES	\$2,568.46
		08/16/2019	28030	420515131	PLUMBING SUPPLIES	\$4,636.09
ORANGE COUNTY WINWATER WORKS						Total Check Amount: \$7,204.55
181586	OFFICE DEPOT, INC	08/16/2019	4743	110111161	TONER	\$85.00
		08/16/2019	4743	110212111	OFFICE SUPPLIES	\$39.41
		08/16/2019	4743	110212111	TONER	\$99.02
OFFICE DEPOT, INC						Total Check Amount: \$223.43
181587	GLEN OSAKO	08/16/2019	28806	110000000	DEVELOPER FEE REFUND	\$174.70
GLEN OSAKO						Total Check Amount: \$174.70

City Check Register for: Aug 16, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181588	P.A. PETERSON	08/16/2019	28870	420000000	WTR OVERPYMNT REFUND	\$800.00
P.A. PETERSON						Total Check Amount: \$800.00
181589	XIYU PAN	08/16/2019	28811	110000000	DEVELOPER FEE REFUND	\$252.25
XIYU PAN						Total Check Amount: \$252.25
181590	PAST PERFECT SOFTWARE, INC.	08/16/2019	28775	110404311	19/20 MUSEUM SOFTWARE	\$1,229.00
PAST PERFECT SOFTWARE, INC.						Total Check Amount: \$1,229.00
181591	HASMU KH PATEL	08/16/2019	28785	110000000	DEVELOPER FEE REFUND	\$357.48
HASMU KH PATEL						Total Check Amount: \$357.48
181592	RAVI PATEL	08/16/2019	28868	470141483	CLAIM 5/14/2019	\$1,683.35
RAVI PATEL						Total Check Amount: \$1,683.35
181593	ED AND/OR JENNIFER PAWLACK	08/16/2019	20937	420000000	WATER OVRPYMNT REFUND	\$600.00
ED AND/OR JENNIFER PAWLACK						Total Check Amount: \$600.00
181594	CHARLES PETERSEN	08/16/2019	28859	110000000	DEVELOPER FEE REFUND	\$273.05
CHARLES PETERSEN						Total Check Amount: \$273.05
181595	PHU	08/16/2019	28781	110000000	DEVELOPER FEE REFUND	\$213.13
PHU						Total Check Amount: \$213.13
181596	JEFF PIPER	08/16/2019	28871	420000000	8/6 OVERPYMNT REFUND	\$565.88
JEFF PIPER						Total Check Amount: \$565.88
181597	PLUMBING WHOLESALE OUTLET, INC.	08/16/2019	18392	110515141	RR MATERIALS/SUPPLIES	\$258.56
		08/16/2019	18392	490515151	PLUMBING PARTS	\$25.05
PLUMBING WHOLESALE OUTLET, INC.						Total Check Amount: \$283.61
181598	THOMAS AND/OR LETICIA PORTUGAL	08/16/2019	28817	110000000	DEVELOPER FEE REFUND	\$746.95
THOMAS AND/OR LETICIA PORTUGAL						Total Check Amount: \$746.95
181599	PUENTE HILLS FORD	08/16/2019	25742	480515161	962 ENGINE REPAIR	\$225.00
		08/16/2019	25742	480515161	962ENGINE REPAIR	\$145.71
PUENTE HILLS FORD						Total Check Amount: \$370.71
181600	PVP COMMUNICATIONS	08/16/2019	25744	110212131	MOTOR KIT MODULE	\$322.18
PVP COMMUNICATIONS						Total Check Amount: \$322.18
181601	QLCP, INC.	08/16/2019	28834	110000000	DEVELOPER FEE REFUND	\$861.20
QLCP, INC.						Total Check Amount: \$861.20
181602	SHENG REN	08/16/2019	28849	110000000	DEVELOPER FEE REFUND	\$209.88
SHENG REN						Total Check Amount: \$209.88
181603	STEPHEN REVIS	08/16/2019	28788	110000000	DEVELOPER FEE REFUND	\$46.40
STEPHEN REVIS						Total Check Amount: \$46.40
181604	CHASE RIDDLE	08/16/2019	28826	110000000	DEVELOPER FEE REFUND	\$226.80
CHASE RIDDLE						Total Check Amount: \$226.80
181605	DONALD RILES	08/16/2019	28861	110000000	DEVELOPER FEE REFUND	\$168.70
DONALD RILES						Total Check Amount: \$168.70
181606	TOM RITCHIE	08/16/2019	28790	110000000	DEVELOPER FEE REFUND	\$163.90

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TOM RITCHIE						Total Check Amount: \$163.90
181607	ANTHONY RIVERA	08/16/2019	15974	110404421	BREAFEST:MNSTAGE BAND	\$1,500.00
ANTHONY RIVERA						Total Check Amount: \$1,500.00
181608	FELIX RODE	08/16/2019	28815	110000000	DEVELOPER FEE REFUND	\$297.75
FELIX RODE						Total Check Amount: \$297.75
181609	CHERYL ROHRENBACK	08/16/2019	28818	110000000	DEVELOPER FEE REFUND	\$166.05
CHERYL ROHRENBACK						Total Check Amount: \$166.05
181610	SADDLEBACK COLLEGE	08/16/2019	1097	174222222	TUITION:PM SCH SPR19	\$1,209.00
SADDLEBACK COLLEGE						Total Check Amount: \$1,209.00
181611	FRED SALTER	08/16/2019	28820	110000000	DEVELOPER FEE REFUND	\$152.81
FRED SALTER						Total Check Amount: \$152.81
181612	JUAN SANCHEZ	08/16/2019	28773	110000000	DEVELOPER FEE REFUND	\$351.55
JUAN SANCHEZ						Total Check Amount: \$351.55
181613	MICHAEL AND/OR NATALIE SANDER	08/16/2019	28810	110000000	DEVELOPER FEE REFUND	\$274.04
MICHAEL AND/OR NATALIE SANDER						Total Check Amount: \$274.04
181614	WILMA SAUER	08/16/2019	28858	110000000	DEVELOPER FEE REFUND	\$104.03
WILMA SAUER						Total Check Amount: \$104.03
181615	SEASON FOOD, INC.	08/16/2019	28782	110000000	DEVELOPER FEE REFUND	\$1,210.20
SEASON FOOD, INC.						Total Check Amount: \$1,210.20
181616	RYANE SHERMAN	08/16/2019	28792	110000000	DEVELOPER FEE REFUND	\$297.32
RYANE SHERMAN						Total Check Amount: \$297.32
181617	PHILLIP PASCUZZO AND PAT SHULTZ	08/16/2019	28787	110000000	DEVELOPER FEE REFUND	\$182.85
PHILLIP PASCUZZO AND PAT SHULTZ						Total Check Amount: \$182.85
181618	DANIEL SIAPIN	08/16/2019	28846	110000000	DEVELOPER FEE REFUND	\$193.40
DANIEL SIAPIN						Total Check Amount: \$193.40
181619	SIU TRUST	08/16/2019	28784	110000000	DEVELOPER FEE REFUND	\$33.25
SIU TRUST						Total Check Amount: \$33.25
181620	SPARKLETTS	08/16/2019	3001	110141441	WTR DISP+BOTTLJS JUN19	\$570.02
		08/16/2019	3001	110141481	.5 LT WATER BOTTLES	\$10.38
SPARKLETTS						Total Check Amount: \$580.40
181621	ST. JUDE HERITAGE	08/16/2019	28862	110000000	DEVELOPER FEE REFUND	\$3,119.70
ST. JUDE HERITAGE						Total Check Amount: \$3,119.70
181622	HERMAN STEENMEIJR	08/16/2019	28807	110000000	DEVELOPER FEE REFUND	\$174.70
HERMAN STEENMEIJR						Total Check Amount: \$174.70
181623	DAVID AND/OR NATASHA STEINBERG	08/16/2019	28832	110000000	DEVELOPER FEE REFUND	\$750.00
DAVID AND/OR NATASHA STEINBERG						Total Check Amount: \$750.00
181624	STETSON ENGINEERS INC.	08/16/2019	21629	420515131	SVCS:2019 PH GOAL RPT	\$2,148.00
STETSON ENGINEERS INC.						Total Check Amount: \$2,148.00
181625	SUNNY HILLS MANAGEMENT	08/16/2019	28800	110000000	DEVELOPER FEE REFUND	\$608.75

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SUNNY HILLS MANAGEMENT						Total Check Amount:
181626	TAYLOR PROPERTIES, INC.	08/16/2019	28833	110000000	DEVELOPER FEE REFUND	\$704.37
TAYLOR PROPERTIES, INC.						Total Check Amount:
181627	T-MOBILE	08/16/2019	24748	110212121	GPS LOCATE 2/27-2/28	\$102.00
		08/16/2019	24748	110212121	GPS LOCATE 5/29-5/30	\$102.00
T-MOBILE						Total Check Amount:
181628	MITCHELL TSAI	08/16/2019	28779	110000000	DEVELOPER FEE REFUND	\$281.66
MITCHELL TSAI						Total Check Amount:
181629	GENE TSAIR	08/16/2019	28845	110000000	DEVELOPER FEE REFUND	\$227.70
GENE TSAIR						Total Check Amount:
181630	ANDY TSENG	08/16/2019	28780	110000000	DEVELOPER FEE REFUND	\$742.60
ANDY TSENG						Total Check Amount:
181631	U.S. POSTAL SERVICE	08/16/2019	3645	420141421	19/20 FEE-PO BOX 2237	\$1,240.00
U.S. POSTAL SERVICE						Total Check Amount:
181632	UNIFIRST CORPORATION	08/16/2019	27988	110515121	UNIFORM SVCS JUL 2019	\$68.40
		08/16/2019	27988	110515125	UNIFORM SVCS JUL 2019	\$30.75
		08/16/2019	27988	110515141	UNIFORM SVCS JUL 2019	\$116.22
		08/16/2019	27988	110515143	UNIFORM SVCS JUL 2019	\$20.40
		08/16/2019	27988	110515144	UNIFORM SVCS JUL 2019	\$68.10
		08/16/2019	27988	360515145	UNIFORM SVCS JUL 2019	\$52.25
		08/16/2019	27988	420515131	UNIFORM SVCS JUL 2019	\$541.41
		08/16/2019	27988	430515123	UNIFORM SVCS JUL 2019	\$51.45
		08/16/2019	27988	440515126	UNIFORM SVCS JUL 2019	\$14.40
		08/16/2019	27988	480515161	UNIFORM SVCS JUL 2019	\$212.00
		08/16/2019	27988	490515151	UNIFORM SVCS JUL 2019	\$288.80
UNIFIRST CORPORATION						Total Check Amount:
181633	UNITED RENTALS NORTHWEST, INC.	08/16/2019	7051	110404542	SPOT COOLER-THEATRE	\$1,063.73
UNITED RENTALS NORTHWEST, INC.						Total Check Amount:
181634	VALENCIA GATEWAY RETAIL	08/16/2019	28799	110000000	DEVELOPER FEE REFUND	\$371.08
VALENCIA GATEWAY RETAIL						Total Check Amount:
181635	HAIK VARTANIAN	08/16/2019	28830	110000000	DEVELOPER FEE REFUND	\$107.73
HAIK VARTANIAN						Total Check Amount:
181637	VERIZON WIRELESS	08/16/2019	21122	110	9832618142 6/23-7/22	\$257.68
		08/16/2019	21122	110111111	9832618142 6/23-7/22	\$53.80
		08/16/2019	21122	110111143	9832618142 6/23-7/22	\$167.62
		08/16/2019	21122	110111151	9832618142 6/23-7/22	\$107.60
		08/16/2019	21122	110111161	9832618142 6/23-7/22	\$53.80
		08/16/2019	21122	110141411	9832618142 6/23-7/22	\$30.02
		08/16/2019	21122	110141424	9832618142 6/23-7/22	\$53.80

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181637	VERIZON WIRELESS	08/16/2019	21122	110141441	9832618142 6/23-7/22	\$53.80
		08/16/2019	21122	110141481	9832618142 6/23-7/22	\$53.80
		08/16/2019	21122	110212121	9832618142 6/23-7/22	\$3,993.52
		08/16/2019	21122	110222223	9832618142 6/23-7/22	\$1,596.68
		08/16/2019	21122	110323212	9832618142 6/23-7/22	\$53.80
		08/16/2019	21122	110323231	9832618142 6/23-7/22	\$53.80
		08/16/2019	21122	110323241	9832618142 6/23-7/22	\$53.80
		08/16/2019	21122	110323242	9832618142 6/23-7/22	\$53.80
		08/16/2019	21122	110323243	9832618142 6/23-7/22	\$53.80
		08/16/2019	21122	110404311	9832618142 6/23-7/22	\$568.02
		08/16/2019	21122	110404525	9832618142 6/23-7/22	\$107.60
		08/16/2019	21122	110515171	9832618142 6/23-7/22	\$263.50
		08/16/2019	21122	174222222	9832618142 6/23-7/22	\$585.94
		08/16/2019	21122	410515124	9832618142 6/23-7/22	\$30.02
		08/16/2019	21122	420515131	9832618142 6/23-7/22	\$1,005.48
		08/16/2019	21122	420515131	9834920700 7/9/27-7/26	\$38.01
		08/16/2019	21122	430515123	9832618142 6/23-7/22	\$821.86
		08/16/2019	21122	460141474	9832618142 6/23-7/22	\$322.80
		08/16/2019	21122	475141471	9832618142 6/23-7/22	\$701.24
VERIZON WIRELESS					Total Check Amount:	\$11,135.59
181638	WATERCOLOR WEST	08/16/2019	1369	110404541	JAN-JUL 2019WORKSHOPS	\$484.50
WATERCOLOR WEST					Total Check Amount:	\$484.50
181639	JOHN WEIMAN	08/16/2019	28801	110000000	DEVELOPER FEE REFUND	\$268.70
JOHN WEIMAN					Total Check Amount:	\$268.70
181640	THOMAS WHITFIELD	08/16/2019	28809	110000000	DEVELOPER FEE REFUND	\$174.70
THOMAS WHITFIELD					Total Check Amount:	\$174.70
181641	WILDLIFE CORRIDOR CONSERV AUTHORITY	08/16/2019	2813	110141413	FY 19/20 CONTRIBUTION	\$500.00
WILDLIFE CORRIDOR CONSERV AUTHORITY					Total Check Amount:	\$500.00
181642	DR. ROBERT L. WILKINSON	08/16/2019	19024	110141481	DOT PHYSICALS APR19	\$85.00
		08/16/2019	19024	110141481	DOT PHYSICALS JUL19	\$85.00
DR. ROBERT L. WILKINSON					Total Check Amount:	\$170.00
181643	RALPH KENT WILSON	08/16/2019	28823	110000000	DEVELOPER FEE REFUND	\$287.40
RALPH KENT WILSON					Total Check Amount:	\$287.40
181644	STEVEN AND/OR TRISTAN WINN	08/16/2019	28835	110000000	DEVELOPER FEE REFUND	\$551.05
STEVEN AND/OR TRISTAN WINN					Total Check Amount:	\$551.05
181645	THE WISEGUYS BIG BAND MACHINE	08/16/2019	25726	110404542	CONCERT:CH PARK 8/14	\$1,800.00
THE WISEGUYS BIG BAND MACHINE					Total Check Amount:	\$1,800.00
181646	JERRY AND/OR PATRICIA WITE	08/16/2019	28829	110000000	DEVELOPER FEE REFUND	\$181.40

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JERRY AND/OR PATRICIA WITE					Total Check Amount:	\$181.40
181647	BETH WITT	08/16/2019	28802	110000000	DEVELOPER FEE REFUND	\$268.70
BETH WITT					Total Check Amount:	\$268.70
181648	JOSH ZHANG	08/16/2019	28855	110000000	DEVELOPER FEE REFUND	\$227.70
JOSH ZHANG					Total Check Amount:	\$227.70
181649	BENCHAO ZHENG	08/16/2019	28847	110000000	DEVELOPER FEE REFUND	\$272.50
BENCHAO ZHENG					Total Check Amount:	\$272.50
					Check Subtotal	\$444,997.70
V38563	ADLERHORST INT'L INC	08/16/2019	2223	110212131	ONSITE TRNG-JULY'19	\$192.50
ADLERHORST INT'L INC					Total Check Amount:	\$192.50
V38564	ALBERT GROVER & ASSOCIATES	08/16/2019	23588	510707709	TRAFFIC ENG'G JUN19	\$1,215.00
ALBERT GROVER & ASSOCIATES					Total Check Amount:	\$1,215.00
V38565	JUDY ALLEN	08/16/2019	20447	110404215	CLASS INSTR BCC JUL19	\$225.00
JUDY ALLEN					Total Check Amount:	\$225.00
V38566	ALTERNATIVE HOSE, INC.	08/16/2019	18488	480515161	HOSE ASSEMBLY	\$122.54
ALTERNATIVE HOSE, INC.					Total Check Amount:	\$122.54
V38567	AVCOGAS PROPANE SALES & SERVICES	08/16/2019	22047	480515161	29.5 LPG CREDIT	(\$54.58)
		08/16/2019	22047	480515161	PROPANE 225.5 GAL	\$443.77
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$389.19
V38568	CORRINE BARRIOS GAMINO	08/16/2019	28084	110404215	YOGA:BCC JULY 2019	\$210.00
CORRINE BARRIOS GAMINO					Total Check Amount:	\$210.00
V38569	JEANETTE BELL	08/16/2019	28476	110404215	CLASS INSTR BCC JUL19	\$100.00
JEANETTE BELL					Total Check Amount:	\$100.00
V38570	BEST LAWN MOWER SERVICE	08/16/2019	16230	480515161	BLADES	\$620.24
		08/16/2019	16230	480515161	TRIMMER BLADES	\$285.65
BEST LAWN MOWER SERVICE					Total Check Amount:	\$905.89
V38571	JANET BIRCH	08/16/2019	25982	110404521	YOGA:SR CTR JULY 2019	\$125.00
JANET BIRCH					Total Check Amount:	\$125.00
V38572	ROBB BLOCK	08/16/2019	3095	110212111	TRAINING MILEAGE	\$24.36
ROBB BLOCK					Total Check Amount:	\$24.36
V38573	CHRISTINE BOATNER	08/16/2019	18460	110404215	BECKMAN ADMIN JUL19	\$459.00
		08/16/2019	18460	110404215	BECKMAN FITNESS JUL19	\$78.00
		08/16/2019	18460	110404215	CLASS INST BCC JUL19	\$425.00
CHRISTINE BOATNER					Total Check Amount:	\$962.00
V38574	AMANDA J. BOSSON	08/16/2019	23442	110404145	ALGEBRA I ACADEMY	\$230.00
AMANDA J. BOSSON					Total Check Amount:	\$230.00
V38575	BREA AUTO SERVICE	08/16/2019	12780	480515161	1203 A/C REPAIR	\$1,793.03
BREA AUTO SERVICE					Total Check Amount:	\$1,793.03
V38576	BREA DISPOSAL, INC	08/16/2019	3330	440515122	REFUSE COLLECTN JUL19	\$153,682.15

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BREA DISPOSAL, INC						Total Check Amount:
						\$153,682.15
V38577	BREA/ORANGE COUNTY PLUMBING	08/16/2019	3781	420515131	EQ SHUTOFF VALVE INST	\$3,212.50
		08/16/2019	3781	490515151	INST BALL VALVE @ FS1	\$376.01
BREA/ORANGE COUNTY PLUMBING						Total Check Amount:
						\$3,588.51
V38578	KATHY A BREAUX	08/16/2019	5320	110404145	PENCILS/PASTELS	\$122.50
KATHY A BREAUX						Total Check Amount:
						\$122.50
V38579	OMAR BRIOSO	08/16/2019	15737	110212134	TRAINING EXPENSES	\$34.84
OMAR BRIOSO						Total Check Amount:
						\$34.84
V38580	C. WELLS PIPELINE MATERIALS INC	08/16/2019	13055	420515131	CUTTERS	\$503.64
		08/16/2019	13055	420515131	OPERATING NUT	\$27.48
C. WELLS PIPELINE MATERIALS INC						Total Check Amount:
						\$531.12
V38581	CALIFORNIA DOMESTIC WATER CO	08/16/2019	3388	420515131	WTR CONSUMPTION JUL19	\$473,543.49
CALIFORNIA DOMESTIC WATER CO						Total Check Amount:
						\$473,543.49
V38582	CANNINGS ACE HARDWARE	08/16/2019	15828	110515141	SPRAYER/TOOLS	\$18.53
		08/16/2019	15828	480515161	SHOP SUPPLIES	\$37.21
CANNINGS ACE HARDWARE						Total Check Amount:
						\$55.74
V38583	CANON FINANCIAL SERVICES, INC.	08/16/2019	20648	110141441	13-COPIER LEASE AUG19	\$3,480.64
CANON FINANCIAL SERVICES, INC.						Total Check Amount:
						\$3,480.64
V38584	CANON SOLUTIONS AMERICA, INC	08/16/2019	15260	110141441	COPIER USAGE JUN/JUL	\$382.91
CANON SOLUTIONS AMERICA, INC						Total Check Amount:
						\$382.91
V38585	ARLINDA CANTU	08/16/2019	26312	110404215	BECKMAN FITNESS JUL19	\$100.00
		08/16/2019	26312	110404215	CLASS INSTR BCC JUL19	\$200.00
		08/16/2019	26312	110404215	PSNL TRAINR BCC JUL19	\$836.22
ARLINDA CANTU						Total Check Amount:
						\$1,136.22
V38586	CARRIER CORPORATION	08/16/2019	20023	490515151	CHILLER MNT JUL-SEP19	\$2,693.25
CARRIER CORPORATION						Total Check Amount:
						\$2,693.25
V38587	ANDREW CATOR	08/16/2019	6646	460141474	JULY 2019 MILEAGE	\$233.16
ANDREW CATOR						Total Check Amount:
						\$233.16
V38588	CLIMATEC LLC	08/16/2019	23618	490515151	ALERTON HVAC PARTS	\$2,477.74
CLIMATEC LLC						Total Check Amount:
						\$2,477.74
V38589	CLINICAL LABORATORY OF	08/16/2019	3390	420515131	WATER SAMPLING JUN19	\$1,077.00
CLINICAL LABORATORY OF						Total Check Amount:
						\$1,077.00
V38590	COMLOCK SECURITY-GROUP	08/16/2019	13625	490515151	KEYS	\$61.42
COMLOCK SECURITY-GROUP						Total Check Amount:
						\$61.42
V38591	CORE & MAIN LP	08/16/2019	27049	420515131	COPPER	\$1,300.08
		08/16/2019	27049	420515131	PAINT	\$133.72
		08/16/2019	27049	420515131	WATER METER ENCODERS	\$5,988.86
		08/16/2019	27049	420515131	WATER METERS+ENCODERS	\$3,198.14
CORE & MAIN LP						Total Check Amount:
						\$10,620.80

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V38592	JOEL DACANAY	08/16/2019	28068	110404215	MASSAGE THERAPIST:JUL	\$90.00
JOEL DACANAY						Total Check Amount: \$90.00
V38593	DANIELS TIRE SERVICE	08/16/2019	3133	480515161	TRUCK TIRES	\$558.84
DANIELS TIRE SERVICE						Total Check Amount: \$558.84
V38594	DAVID EVANS AND ASSOCIATES, INC.	08/16/2019	20981	510707929	CONST SUPPORT SEP-JUL	\$18,135.50
DAVID EVANS AND ASSOCIATES, INC.						Total Check Amount: \$18,135.50
V38595	DE LAGE LANDEN FINANCIAL SERVICES	08/16/2019	23311	110141441	DISPATCH 7/15-8/14	\$238.50
		08/16/2019	23311	110141441	FIRE STN #1 7/15-8/14	\$88.13
		08/16/2019	23311	110141441	FIRE STN #2 7/15-8/14	\$255.06
		08/16/2019	23311	110141441	FIRE STN #4 7/15-8/14	\$88.13
		08/16/2019	23311	110141441	SR CTR 7/15-8/14	\$238.51
DE LAGE LANDEN FINANCIAL SERVICES						Total Check Amount: \$908.33
V38596	DELTA DENTAL PLAN OF CALIFORNIA	08/16/2019	3411	110	05-04253 DENTAL AUG19	\$17,498.84
DELTA DENTAL PLAN OF CALIFORNIA						Total Check Amount: \$17,498.84
V38597	DOG DEALERS, INC	08/16/2019	3573	110404145	DOG OBEDIENCE TRNG	\$490.00
		08/16/2019	3573	110404145	PUPPY KINDERGARTEN	\$43.00
DOG DEALERS, INC						Total Check Amount: \$533.00
V38598	DOOLEY ENTERPRISES INC	08/16/2019	5421	110212131	AMMUNITION	\$19,235.43
DOOLEY ENTERPRISES INC						Total Check Amount: \$19,235.43
V38599	MICHAEL DURALDE	08/16/2019	25228	110404215	BREA MOVEMENT JUL19	\$826.20
		08/16/2019	25228	110404215	FIT U BEGINNERS JUL19	\$342.60
		08/16/2019	25228	110404215	PSNL TRAINR BCC JUL19	\$275.88
		08/16/2019	25228	110404215	SILVER SNKRS BCC JULY	\$112.00
MICHAEL DURALDE						Total Check Amount: \$1,556.68
V38600	MYRA DUVALL	08/16/2019	18083	110404215	YOGA:BCC JULY 2019	\$175.00
MYRA DUVALL						Total Check Amount: \$175.00
V38601	E.J. WARD INC	08/16/2019	11309	480515161	PROPANE TERMINAL+EQPT	\$12,822.18
E.J. WARD INC						Total Check Amount: \$12,822.18
V38602	EDUTAINMENT ARTS	08/16/2019	20873	110404145	HUNGER GAMES CAMP	\$832.00
EDUTAINMENT ARTS						Total Check Amount: \$832.00
V38603	ENTENMANN ROVIN COMPANY	08/16/2019	3457	110212111	FLAT BADGE	\$217.88
ENTENMANN ROVIN COMPANY						Total Check Amount: \$217.88
V38604	EQUIPMENT DIRECT INC	08/16/2019	4522	480515161	MECHANIC GLOVES	\$20.75
EQUIPMENT DIRECT INC						Total Check Amount: \$20.75
V38605	FACTORY MOTOR PARTS COMPANY	08/16/2019	3504	480515161	BATTERY	\$100.12
		08/16/2019	3504	480515161	BATTERY CORE REFUND	(\$53.88)
		08/16/2019	3504	480515161	SPARK PLUGS	\$21.12
FACTORY MOTOR PARTS COMPANY						Total Check Amount: \$67.36
V38606	FIX AUTO LA HABRA	08/16/2019	28720	480515161	1405 ACCIDENT REPAIR	\$12,922.33

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FIX AUTO LA HABRA						Total Check Amount: \$12,922.33
V38607	FLEET SERVICES	08/16/2019	5658	480515161	AIR DRYER/GOVERNOR	\$756.52
FLEET SERVICES						Total Check Amount: \$756.52
V38608	FUN WITH HORSES	08/16/2019	15171	110404145	SUMMER RIDING CAMP	\$50.00
FUN WITH HORSES						Total Check Amount: \$50.00
V38609	FUSCOE ENGINEERING, INC.	08/16/2019	18052	410515132	NPDES TECH SUPP JUN19	\$7,390.14
FUSCOE ENGINEERING, INC.						Total Check Amount: \$7,390.14
V38610	GALLS/QUARTERMASTER	08/16/2019	16493	110212111	VIPS UNIFORMS	\$298.59
GALLS/QUARTERMASTER						Total Check Amount: \$298.59
V38611	MELISSA GIFFORD	08/16/2019	10645	110404215	CLASS INSTR BCC JUL19	\$325.00
MELISSA GIFFORD						Total Check Amount: \$325.00
V38612	MARITZA GONZALEZ	08/16/2019	28459	110404215	ZUMBA:BCC JULY 2019	\$275.00
MARITZA GONZALEZ						Total Check Amount: \$275.00
V38613	GRAINGER	08/16/2019	13634	480515161	WHEEL WEIGHTS	\$90.26
GRAINGER						Total Check Amount: \$90.26
V38614	KAREN E GREENO	08/16/2019	22361	110404145	KIDS LOVE MUSIC!	\$448.00
KAREN E GREENO						Total Check Amount: \$448.00
V38615	LUIS FERNANDO HERNANDEZ	08/16/2019	28069	110404215	MASSAGE THERAPIST:JUL	\$25.00
LUIS FERNANDO HERNANDEZ						Total Check Amount: \$25.00
V38616	MONA HERNANDEZ	08/16/2019	23114	110404215	MASSAGE THERAPIST:JUL	\$681.60
MONA HERNANDEZ						Total Check Amount: \$681.60
V38617	HI SIGN	08/16/2019	4693	110222211	WALL LOGO SIGN-FIRE	\$727.31
HI SIGN						Total Check Amount: \$727.31
V38618	JOSHUA HORN	08/16/2019	27741	110212111	TRAINING MILEAGE	\$24.36
JOSHUA HORN						Total Check Amount: \$24.36
V38619	JAMES LEE HOWE	08/16/2019	5953	110404145	GOLF CLASSES	\$280.00
		08/16/2019	5953	110404145	JR GOLF CLASSES	\$120.00
JAMES LEE HOWE						Total Check Amount: \$400.00
V38620	JEFFREY HUNZIKER	08/16/2019	26172	110212111	TRAINING EXPENSES	\$16.00
JEFFREY HUNZIKER						Total Check Amount: \$16.00
V38621	IMPERIAL SPRINKLER SUPPLY	08/16/2019	24260	110515141	IRRIG PARTS/SHOVEL	\$41.77
		08/16/2019	24260	110515144	IRRIG PARTS/SEEDS	\$585.48
IMPERIAL SPRINKLER SUPPLY						Total Check Amount: \$627.25
V38622	INFRASTRUCTURE ENGINEERS	08/16/2019	22809	510707461	CLIFFWOOD PROJ JUN19	\$100.00
		08/16/2019	22809	510707461	CLIFFWOOD PROJ MAY19	\$1,122.00
INFRASTRUCTURE ENGINEERS						Total Check Amount: \$1,222.00
V38623	INK LINK INC	08/16/2019	22423	110404215	FITNESS DATE PATCHES	\$174.90
INK LINK INC						Total Check Amount: \$174.90
V38624	INTERWEST CONSULTING GROUP, INC.	08/16/2019	28473	510707251	CIP MGMT SVCS JUN19	\$6,862.50

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V38624	INTERWEST CONSULTING GROUP, INC.	08/16/2019	28473	510707278	CIP MGMT SVCS JUN19	\$37.50
		08/16/2019	28473	510707311	CIP MGMT SVCS JUN19	\$337.50
		08/16/2019	28473	510707453	CIP MGMT SVCS JUN19	\$412.50
		08/16/2019	28473	510707454	CIP MGMT SVCS JUN19	\$150.00
		08/16/2019	28473	510707457	CIP MGMT SVCS JUN19	\$37.50
		08/16/2019	28473	510707459	CIP MGMT SVCS JUN19	\$637.50
		08/16/2019	28473	510707460	CIP MGMT SVCS JUN19	\$600.00
		08/16/2019	28473	510707464	CIP MGMT SVCS JUN19	\$750.00
		08/16/2019	28473	510707466	CIP MGMT SVCS JUN19	\$187.50
		08/16/2019	28473	510707467	CIP MGMT SVCS JUN19	\$112.50
		08/16/2019	28473	510707471	CIP MGMT SVCS JUN19	\$150.00
		08/16/2019	28473	510707627	CIP MGMT SVCS JUN19	\$262.50
		08/16/2019	28473	510707923	CIP MGMT SVCS JUN19	\$412.50
INTERWEST CONSULTING GROUP, INC.					Total Check Amount:	\$10,950.00
V38625	IRV SEAVER MOTORCYCLES	08/16/2019	18586	480515161	BMW MOTOR GASKETS	\$51.61
IRV SEAVER MOTORCYCLES					Total Check Amount:	\$51.61
V38626	PAMELA JOHNSTON	08/16/2019	28025	110404215	ZUMBA:BCC JULY 2019	\$75.00
PAMELA JOHNSTON					Total Check Amount:	\$75.00
V38627	KEENAN & ASSOCIATES	08/16/2019	22439	470141483	2019 WORKERS' COMP #9	\$9,274.50
KEENAN & ASSOCIATES					Total Check Amount:	\$9,274.50
V38628	KAREN KIESS	08/16/2019	21414	110404215	CLASS INSTR BCC JUL 19	\$200.00
KAREN KIESS					Total Check Amount:	\$200.00
V38629	KREUZER CONSULTING GROUP	08/16/2019	22072	510707311	ADJ 19-068 CHGS TO PO	(\$4,702.61)
		08/16/2019	22072	510707311	ENGG DESIGN MAY-JUN19	\$19,447.95
		08/16/2019	22072	510707311	ENGG DESIGN SVCS APR	\$5,875.41
		08/16/2019	22072	510707453	ADJ 19-068 CHGS TO PO	(\$4,101.04)
		08/16/2019	22072	510707453	ENGG DESIGN MAY-JUN19	\$15,619.66
		08/16/2019	22072	510707453	ENGG DESIGN SVCS APR	\$4,339.59
		08/16/2019	22072	510707464	ADJ 19-068 CHGS TO PO	(\$2,713.83)
		08/16/2019	22072	510707464	ENGG DESIGN MAY-JUN19	\$14,676.74
		08/16/2019	22072	510707464	ENGG DESIGN SVCS APR	\$5,411.10
		08/16/2019	22072	510707627	ENGG DESIGN MAY-JUN19	\$3,815.63
		08/16/2019	22072	510707627	ENGG DESIGN SVCS APR	\$2,232.30
KREUZER CONSULTING GROUP					Total Check Amount:	\$59,900.90
V38630	KUSSMAUL ELECTRONICS	08/16/2019	16760	480	FIRE TRK CHRGR REPAIR	(\$30.20)
		08/16/2019	16760	480515161	FIRE TRK CHRGR REPAIR	\$464.88
KUSSMAUL ELECTRONICS					Total Check Amount:	\$434.68
V38631	L.N. CURTIS & SONS	08/16/2019	1053	110212131	RIFLE SIGHTS (2)	\$989.75

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V38631	L.N. CURTIS & SONS	08/16/2019	1053	110222221	CREDIT MEMO	(\$74.35)
		08/16/2019	1053	110222221	FLASHLIGHTS (10)	\$658.42
L.N. CURTIS & SONS					Total Check Amount:	\$1,573.82
V38632	DOLLY LAI	08/16/2019	18084	110404215	YOGA:BCC JULY 2019	\$150.00
DOLLY LAI					Total Check Amount:	\$150.00
V38633	SCOTT LAI	08/16/2019	10963	460141474	JULY 2019 MILEAGE	\$258.68
SCOTT LAI					Total Check Amount:	\$258.68
V38634	RENEE F. LAVACOT	08/16/2019	6754	110404215	ZUMBA:BCC JULY 2019	\$300.00
RENEE F. LAVACOT					Total Check Amount:	\$300.00
V38635	LEHR	08/16/2019	26035	480515161	963 WIRING REPAIR	\$150.00
LEHR					Total Check Amount:	\$150.00
V38636	BERRY LIANG	08/16/2019	25640	110404215	BECKMAN ADMIN JUL19	\$595.00
		08/16/2019	25640	110404215	BECMKAN FITNESS JUL19	\$144.00
		08/16/2019	25640	110404215	CLASS INSTR BCC JUL19	\$115.00
		08/16/2019	25640	110404215	PSNL TRAINR BCC JUL19	\$31.20
		08/16/2019	25640	110404215	PSNL TRAINR NCC JUL19	\$1,043.18
BERRY LIANG					Total Check Amount:	\$1,928.38
V38637	LINCOLN AQUATICS	08/16/2019	17902	110404422	BULK CHLORINE	\$858.53
		08/16/2019	17902	490515151	CHEM CONTROLER REPAIR	\$300.00
LINCOLN AQUATICS					Total Check Amount:	\$1,158.53
V38638	LINEGEAR	08/16/2019	23894	110222221	TURNOUT BOOTS	\$505.35
		08/16/2019	23894	174222222	BOOTS (1)	\$295.24
		08/16/2019	23894	174222222	TURNOUT BOOTS	\$505.35
LINEGEAR					Total Check Amount:	\$1,305.94
V38639	TANYA LOSCUTOFF	08/16/2019	22092	110404215	CLASS INSTR BCC JUL19	\$182.00
		08/16/2019	22092	110404215	PSNL TRAINR BCC JUL19	\$978.93
TANYA LOSCUTOFF					Total Check Amount:	\$1,160.93
V38640	KRIS MARUMOTO	08/16/2019	17803	110404215	YOGA:BCC JULY 2019	\$300.00
		08/16/2019	17803	110404215	YOGA:BECKMAN JUL19	\$125.00
KRIS MARUMOTO					Total Check Amount:	\$425.00
V38641	ANDREA MCGRANAHAN	08/16/2019	26046	110404215	BECKMAN FITNESS JUL19	\$260.00
		08/16/2019	26046	110404215	CLASS INSTR BCC JUL19	\$1,080.00
		08/16/2019	26046	110404215	PSNL TRAINR BCC JUL19	\$224.70
ANDREA MCGRANAHAN					Total Check Amount:	\$1,564.70
V38642	NOAH MCGRANAHAN	08/16/2019	27906	110404215	BECKMAN FITNESS JUL19	\$168.00
NOAH MCGRANAHAN					Total Check Amount:	\$168.00
V38643	MARGARITO MENDEZ	08/16/2019	26196	110212134	TRAINING EXPENSES	\$34.84
MARGARITO MENDEZ					Total Check Amount:	\$34.84
V38644	CESAR MENDOZA	08/16/2019	28460	110404215	ZUMBA:BCC JULY 2019	\$25.00

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CESAR MENDOZA						Total Check Amount:
						\$25.00
V38645	MINER, LTD	08/16/2019	27173	490515151	BAY DOOR REPAIR @ FS2	\$337.77
		08/16/2019	27173	490515151	GATE REPAIR @ FS1	\$728.87
		08/16/2019	27173	490515151	GATE SERVICE @ FS2	\$436.16
MINER, LTD						Total Check Amount:
						\$1,502.80
V38646	MUNICIPAL WATER DISTRICT	08/16/2019	3784	420515131	AWIA PLAN REVIEW PH1	\$15,205.00
MUNICIPAL WATER DISTRICT						Total Check Amount:
						\$15,205.00
V38647	NINYO & MOORE	08/16/2019	22134	510707873	TRACKS S4 FINAL 6/28	\$164.00
		08/16/2019	22134	510707922	GEOTECH/MAT TEST 6/28	\$10,298.00
NINYO & MOORE						Total Check Amount:
						\$10,462.00
V38648	SHAUN OSHANN	08/16/2019	25949	460141474	JULY 2019 MILEAGE	\$492.30
SHAUN OSHANN						Total Check Amount:
						\$492.30
V38649	PARACLETE FIRE AND SAFETY, INC.	08/16/2019	17760	110212131	FIRE EXTINGUISHER SVC	\$625.00
PARACLETE FIRE AND SAFETY, INC.						Total Check Amount:
						\$625.00
V38650	PARKHOUSE TIRE, INC.	08/16/2019	22120	480515161	SWEEPER TIRES	\$1,720.07
		08/16/2019	22120	480515161	TIRES	\$2,638.33
PARKHOUSE TIRE, INC.						Total Check Amount:
						\$4,358.40
V38651	PARSONS TRANSPORTATION GROUP	08/16/2019	25626	510707251	57/LMBRT PP28 NOV-2/1	\$147,908.54
PARSONS TRANSPORTATION GROUP						Total Check Amount:
						\$147,908.54
V38652	PIERRE PASA	08/16/2019	11096	110404215	CARDIO KICK BCC JUL19	\$310.00
PIERRE PASA						Total Check Amount:
						\$310.00
V38653	PELLETIER & ASSOCIATES	08/16/2019	25222	470141483	ERGONOMIC EVAL	\$350.00
PELLETIER & ASSOCIATES						Total Check Amount:
						\$350.00
V38654	HERMAN PERDOMO JR,	08/16/2019	20265	110404215	BODY PUMP BCC JUL19	\$250.00
HERMAN PERDOMO JR,						Total Check Amount:
						\$250.00
V38655	BRIANA PERLSON	08/16/2019	28024	110404215	YOGA:BCC JULY 2019	\$46.00
BRIANA PERLSON						Total Check Amount:
						\$46.00
V38656	QUALITY PLACEMENT AUTHORITY, LLC	08/16/2019	27027	110404521	TEMP STAFF 7/22-7/28	\$768.06
QUALITY PLACEMENT AUTHORITY, LLC						Total Check Amount:
						\$768.06
V38657	KAYLA RABJOHNS	08/16/2019	28472	110404215	CLASS INSTR BCC JUL19	\$92.00
KAYLA RABJOHNS						Total Check Amount:
						\$92.00
V38658	RAY-LITE INDUSTRIES, INC.	08/16/2019	19800	490515152	LED LIGHTING	\$361.52
RAY-LITE INDUSTRIES, INC.						Total Check Amount:
						\$361.52
V38659	RCS INVESTIGATIONS & CONSULTING LLC	08/16/2019	22534	110212111	BACKGROUND INVEST(7)	\$11,465.00
RCS INVESTIGATIONS & CONSULTING LLC						Total Check Amount:
						\$11,465.00
V38660	READWRITE EDUCATIONAL, INC.	08/16/2019	3444	110404145	MATH/READING CLASSES	\$1,500.00
		08/16/2019	3444	110404145	READWRITE SUMMER CAMP	\$600.00
READWRITE EDUCATIONAL, INC.						Total Check Amount:
						\$2,100.00

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V38661	ALFRED RODRIGUEZ	08/16/2019	27489	110212111	INV INT/INTERROG TECH	\$40.00
ALFRED RODRIGUEZ					Total Check Amount:	\$40.00
V38662	RUBILENA ROJAS	08/16/2019	27996	110404215	BECKMAN BOOT CAMP JUL	\$130.00
RUBILENA ROJAS					Total Check Amount:	\$130.00
V38663	NATALIA ANN ROSENFELD	08/16/2019	28279	110404215	POUND BCC JULY 2019	\$92.00
NATALIA ANN ROSENFELD					Total Check Amount:	\$92.00
V38664	RUSSELL SIGLER INC.	08/16/2019	21638	490515151	HVAC PARTS	\$20.98
RUSSELL SIGLER INC.					Total Check Amount:	\$20.98
V38665	SAGECREST PLANNING & ENVIRONMENTAL	08/16/2019	27578	110000000	SR PLANNER JULY 2019	\$4,068.75
		08/16/2019	27578	110000000	SR PLANNER MAY 2019	\$10,290.00
SAGECREST PLANNING & ENVIRONMENTAL					Total Check Amount:	\$14,358.75
V38666	JOSHUA SAZDANOFF	08/16/2019	21272	110404215	PSNL TRAINR BCC JUL19	\$82.50
JOSHUA SAZDANOFF					Total Check Amount:	\$82.50
V38667	SC FUELS	08/16/2019	16654	480515161	CLR DIESEL 1700.4 GAL	\$5,128.71
		08/16/2019	16654	480515161	REG ETH 3861.7 GAL	\$11,604.44
SC FUELS					Total Check Amount:	\$16,733.15
V38668	PAMELA SCHMIDT	08/16/2019	12209	110404145	HYPNOSIS CLASS	\$175.00
PAMELA SCHMIDT					Total Check Amount:	\$175.00
V38669	SCHORR METALS, INC.	08/16/2019	3389	490515151	FABRICATION PARTS	\$299.06
		08/16/2019	3389	490515151	HVAC SHEET METAL	\$111.32
SCHORR METALS, INC.					Total Check Amount:	\$410.38
V38670	LAURENE SCHULZE	08/16/2019	18034	110404215	YOGA:BCC JULY 2019	\$23.00
LAURENE SCHULZE					Total Check Amount:	\$23.00
V38671	SHAMBHALA MARTIAL ARTS INC	08/16/2019	28430	110404145	TAE KWON DO (KIDS)	\$150.00
SHAMBHALA MARTIAL ARTS INC					Total Check Amount:	\$150.00
V38672	SHRED-IT USA	08/16/2019	7438	110111161	DOC SHRED OCT/NOV18	\$12.00
		08/16/2019	7438	110212122	DOC SHRED OCT/NOV19	\$288.00
		08/16/2019	7438	110212122	PD DOC SHRED SEPT18	\$21.00
		08/16/2019	7438	470141483	DOC SHRED OCT/NOV18	\$12.00
SHRED-IT USA					Total Check Amount:	\$333.00
V38673	ISMAEL O SILVA	08/16/2019	24370	110404215	ZUMBA:BCC JULY 2019	\$360.00
ISMAEL O SILVA					Total Check Amount:	\$360.00
V38674	SNAP-ON INDUSTRIAL	08/16/2019	17125	480515161	SCANNER SOFTWARE	\$378.73
SNAP-ON INDUSTRIAL					Total Check Amount:	\$378.73
V38675	SO CAL LAND MAINTENANCE, INC.	08/16/2019	26009	110515141	PARKS MOWING JUN 2019	\$6,043.93
		08/16/2019	26009	110515141	PARKS MOWING MAY 2019	\$6,043.93
		08/16/2019	26009	360515145	PARKS MOWING JUN 2019	\$85.95
		08/16/2019	26009	360515145	PARKS MOWING MAY 2019	\$85.95
SO CAL LAND MAINTENANCE, INC.					Total Check Amount:	\$12,259.76

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V38676	SOUTH COAST EMERGENCY VEHICLE SVC	08/16/2019	18619	480515161	AMBER LENS	\$380.78
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$380.78
V38677	STAGELIGHT PERFORMING ARTS	08/16/2019	25172	110404145	MUSICAL THEATRE CAMP	\$310.00
STAGELIGHT PERFORMING ARTS					Total Check Amount:	\$310.00
V38678	STAPLES TECHNOLOGY SOLUTIONS	08/16/2019	22888	110111151	TONNERS (2)	\$302.58
		08/16/2019	22888	110323212	TONNER	\$120.07
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$422.65
V38679	STATE INDUSTRIAL PRODUCTS	08/16/2019	8572	490515151	CLEANING PRODUCTS	\$497.48
STATE INDUSTRIAL PRODUCTS					Total Check Amount:	\$497.48
V38680	SUPERIOR ALARM SYSTEMS	08/16/2019	11074	360515145	19/20 ALARM:WC PARK	\$300.00
SUPERIOR ALARM SYSTEMS					Total Check Amount:	\$300.00
V38681	EMI TANAKA	08/16/2019	28116	110404215	PILATES:BECKMAN JUL19	\$75.00
EMI TANAKA					Total Check Amount:	\$75.00
V38682	TENNIS ANYONE ACADEMY	08/16/2019	12688	110404145	TENNIS LESSONS	\$1,638.50
TENNIS ANYONE ACADEMY					Total Check Amount:	\$1,638.50
V38683	THYSSENKRUPP ELEVATOR	08/16/2019	10308	110515125	DT PS2 ELEVATOR SVC	\$404.87
THYSSENKRUPP ELEVATOR					Total Check Amount:	\$404.87
V38684	TIFCO INDUSTRIES	08/16/2019	8995	480515161	DRLL BTS/SCRWS/WASHRS	\$467.52
TIFCO INDUSTRIES					Total Check Amount:	\$467.52
V38685	LETICIA TRUJILLO	08/16/2019	22054	110404215	SILVER SNKRS BCC JULY	\$24.00
LETICIA TRUJILLO					Total Check Amount:	\$24.00
V38686	TURBO DATA SYSTEMS, INC.	08/16/2019	1472	110212132	HANDHELD TPM-JULY2019	\$193.95
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$193.95
V38687	TURN KEY REMODEL, INC.	08/16/2019	28468	290323215	FINAL:1685 CHEVYCHASE	\$12,300.00
TURN KEY REMODEL, INC.					Total Check Amount:	\$12,300.00
V38688	UNDERGROUND SERVICE ALERT/SC	08/16/2019	4537	420515131	2019 DSBOARDFEE MAY19	\$81.06
		08/16/2019	4537	420515131	UNDERGRND TCKTS JUN19	\$173.35
UNDERGROUND SERVICE ALERT/SC					Total Check Amount:	\$254.41
V38689	UNICORN METALS	08/16/2019	17181	480515161	ANGLE METAL STOCK	\$38.97
UNICORN METALS					Total Check Amount:	\$38.97
V38690	UNITED ROTARY BRUSH CORPORATION	08/16/2019	16649	480515161	SWEEPER BROOM	\$235.70
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$235.70
V38691	US BANK XX0338 CITY MGR	08/16/2019	24704	110	CALCARDS MS 072219	(\$27.99)
		08/16/2019	24704	110111111	CAL CARDS MS 072219	\$252.43
		08/16/2019	24704	110111111	CALCARDS MS 072219	\$1,124.84
		08/16/2019	24704	110111143	CAL CARDS MS 072219	\$601.79
		08/16/2019	24704	110111143	CALCARDS MS 072219	\$705.66
		08/16/2019	24704	480515161	CAL CARDS MS 072219	\$39.42

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US BANK XX0338 CITY MGR					Total Check Amount:	\$2,696.15
V38692	US BANK XX0312 HR	08/16/2019	24776	110	CAL CARDS HR 072219	\$74.37
		08/16/2019	24776	110141481	CAL CARDS HR 072219	\$1,220.75
		08/16/2019	24776	110404421	CAL CARDS HR 072219	\$1,515.00
		08/16/2019	24776	470141483	CAL CARDS HR 072219	\$350.00
US BANK XX0312 HR					Total Check Amount:	\$3,160.12
V38695	US BANK XX0593 COMM SVC	08/16/2019	24777	110	CALCARD-CP-072219	\$313.00
		08/16/2019	24777	110	CALCARDS CS 072219	(\$187.46)
		08/16/2019	24777	110111143	CALCARD-JM-072219	\$103.48
		08/16/2019	24777	110141481	CALCARD-MM-072219	\$67.88
		08/16/2019	24777	110404211	CALCARD-AC-072219	\$314.00
		08/16/2019	24777	110404211	CALCARD-TN-072219	\$308.68
		08/16/2019	24777	110404213	CALCARD-TN-072219	\$24.18
		08/16/2019	24777	110404215	CALCARD-AC-072219	\$204.73
		08/16/2019	24777	110404215	CALCARD-BH-072219	\$11.73
		08/16/2019	24777	110404215	CALCARD-CC-072219	\$340.14
		08/16/2019	24777	110404215	CALCARD-DA-072219	\$1,584.70
		08/16/2019	24777	110404215	CALCARD-JS-072219	\$390.00
		08/16/2019	24777	110404223	CALCARD-GA-072219	\$155.05
		08/16/2019	24777	110404224	CALCARD-VU-072219	\$102.00
		08/16/2019	24777	110404311	CALCARD-CE-072219	\$62.84
		08/16/2019	24777	110404311	CALCARD-JM-072219	\$240.00
		08/16/2019	24777	110404311	CALCARD-RF-072219	\$250.57
		08/16/2019	24777	110404421	CALCARD-KS-072219	\$925.29
		08/16/2019	24777	110404421	CALCARD-SM-072219	\$530.07
		08/16/2019	24777	110404422	CALCARD-BH-072219	\$162.92
		08/16/2019	24777	110404422	CALCARD-GA-072219	\$165.80
		08/16/2019	24777	110404424	CALCARD-BH-072219	\$473.37
		08/16/2019	24777	110404424	CALCARD-GA-072219	\$32.22
		08/16/2019	24777	110404425	CALCARD-MM-072219	\$21.38
		08/16/2019	24777	110404425	CALCARD-SS-072219	\$572.08
		08/16/2019	24777	110404428	CALCARD-MM-072219	\$443.81
		08/16/2019	24777	110404428	CALCARD-VU-072219	\$903.67
		08/16/2019	24777	110404429	CALCARD-VU-072219	\$46.39
		08/16/2019	24777	110404521	CALCARD-ER-072219	\$389.38
		08/16/2019	24777	110404521	CALCARD-FL-072219	\$1,515.34
		08/16/2019	24777	110404521	CALCARD-TT-072219	\$1,244.93
		08/16/2019	24777	110404523	CALCARD-CP-072219	\$120.51

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38695	US BANK XX0593 COMM SVC	08/16/2019	24777	110404541	CALCARD-AF-072219	\$301.31
		08/16/2019	24777	110404541	CALCARD-HB-072219	\$216.20
		08/16/2019	24777	110404542	CALCARD-EF-072219	\$1,129.73
		08/16/2019	24777	110404542	CALCARD-HG-072219	\$86.59
		08/16/2019	24777	110404542	CALCARD-KK-072219	\$2,547.69
US BANK XX0593 COMM SVC					Total Check Amount:	\$16,114.20
V38696	US BANK XX0502 COMM & MKTG	08/16/2019	24778	110	COMM & MKTG CAL CARDS	(\$7.56)
		08/16/2019	24778	110111111	COMM & MKTG CAL CARDS	\$25.67
		08/16/2019	24778	110111152	COMM & MKTG CAL CARDS	\$1,053.51
		08/16/2019	24778	110323231	COMM & MKTG CAL CARDS	\$50.00
		08/16/2019	24778	110404154	COMM & MKTG CAL CARDS	\$15.05
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$1,136.67
V38697	US BANK XX0353 COMM DEV	08/16/2019	24779	110	CALCARD CD/PL/BS 0719	\$35.31
		08/16/2019	24779	110141481	CALCARD CD/PL/BS 0719	\$37.06
		08/16/2019	24779	110323212	CALCARD CD/PL/BS 0719	\$697.95
		08/16/2019	24779	110323214	CALCARD CD/PL/BS 0719	\$295.95
		08/16/2019	24779	110323231	CALCARD CD/PL/BS 0719	\$535.97
		08/16/2019	24779	110323241	CALCARD CD/PL/BS 0719	\$811.55
US BANK XX0353 COMM DEV					Total Check Amount:	\$2,413.79
V38698	US BANK XX0270 ADMIN SVCS	08/16/2019	24781	110	CAL CARDS FINANCE	(\$2.26)
		08/16/2019	24781	110	CALCARDS FIN 072219	(\$8,986.16)
		08/16/2019	24781	110111161	CALCARDS-CCLK	\$321.74
		08/16/2019	24781	110141411	CAL CARDS FINANCE 19/20	\$58.60
		08/16/2019	24781	110141411	CALCARDS FIN 072219	\$29.84
		08/16/2019	24781	110141414	CAL CARDS FINANCE 19/20	\$142.07
		08/16/2019	24781	110141441	CAL CARDS FINANCE 19/20	\$1,240.00
		08/16/2019	24781	110141481	CAL CARDS FINANCE 19/20	\$31.46
		08/16/2019	24781	110323213	CALCARDS-CCLK	\$25.00
		08/16/2019	24781	110323241	CAL CARDS FINANCE 19/20	\$25.00
		08/16/2019	24781	420141421	CAL CARDS FINANCE 19/20	\$265.93
		08/16/2019	24781	490515151	CAL CARDS FINANCE 19/20	\$4,597.84
		08/16/2019	24781	490515151	CALCARDS FIN 072219	\$3,575.20
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$1,324.26
V38700	US BANK XX0650 FIRE	08/16/2019	24782	110	CALCARD - JULY	(\$164.19)
		08/16/2019	24782	110141481	CALCARDS- JULY	\$3.20
		08/16/2019	24782	110222211	CAL CARDS - JULY	\$541.50
		08/16/2019	24782	110222211	CALCARDS - JULY	\$50.62
		08/16/2019	24782	110222211	CALCARDS FIRE 072219	\$26.93

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38700	US BANK XX0650 FIRE	08/16/2019	24782	110222213	CAL CARDS - JULY	\$2,025.83
		08/16/2019	24782	110222221	CAL CARDS - JULY	\$926.86
		08/16/2019	24782	110222221	CALCARDS FIRE 072219	\$12.93
		08/16/2019	24782	110222223	CAL CARDS - JULY	\$1,074.80
		08/16/2019	24782	110222223	CALCARDS FIRE 072219	\$43.12
		08/16/2019	24782	110222231	CAL CARDS - JULY	\$840.67
		08/16/2019	24782	174222222	CAL CARDS - JULY	\$46.97
		08/16/2019	24782	174222222	CALCARDS FIRE 072219	(\$41.49)
US BANK XX0650 FIRE					Total Check Amount:	\$5,387.75
V38701	US BANK XX0346 IT	08/16/2019	24783	110	CAL CARDS IT	\$156.40
		08/16/2019	24783	110	CALCARDS IT 072219	(\$10.84)
		08/16/2019	24783	110141431	CAL CARDS IT 18/19	\$150.83
		08/16/2019	24783	110404154	CAL CARDS IT	\$38.82
		08/16/2019	24783	110515125	CAL CARDS IT	\$95.37
		08/16/2019	24783	280323215	CAL CARDS IT	\$14.95
		08/16/2019	24783	460141474	CAL CARDS IT	\$1,297.77
		08/16/2019	24783	475141471	CAL CARDS IT	\$2,273.24
08/16/2019	24783	475141471	CAL CARDS IT 18/19	\$277.28		
US BANK XX0346 IT					Total Check Amount:	\$4,293.82
V38703	US BANK XX0221 PW	08/16/2019	24784	110212111	CALCARD PW 072219	\$10.42
		08/16/2019	24784	110212111	CALCARDS PW 072219	\$7.00
		08/16/2019	24784	110404311	CALCARDS PW 072219	\$172.37
		08/16/2019	24784	110404421	CALCARD PW 072219	\$15.95
		08/16/2019	24784	110515121	CALCARDS PW 072219	\$105.35
		08/16/2019	24784	110515124	CALCARD PW 072219	\$77.63
		08/16/2019	24784	110515125	CALCARD PW 072219	\$38.48
		08/16/2019	24784	110515125	CALCARDS PW 072219	\$80.81
		08/16/2019	24784	110515141	CALCARD PW 072219	\$220.07
		08/16/2019	24784	110515141	CALCARDS PW 072219	\$170.47
		08/16/2019	24784	110515144	CALCARD PW 072219	\$209.60
		08/16/2019	24784	420515131	CALCARD PW 072219	\$452.15
		08/16/2019	24784	430515123	CALCARD PW 072219	\$240.00
		08/16/2019	24784	480	CALCARD PW 072219	\$0.78
		08/16/2019	24784	480515161	CALCARD PW 072219	\$2,219.24
		08/16/2019	24784	480515161	CALCARDS PW 072219	\$87.40
		08/16/2019	24784	490	CALCARD PW 072219	(\$27.04)
		08/16/2019	24784	490515151	CALCARD PW 072219	\$1,189.35
		08/16/2019	24784	490515151	CALCARDS PW 072219	\$510.92

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
US BANK XX0221 PW						Total Check Amount:
						\$5,780.95
V38705	US BANK XX0544 POLICE	08/16/2019	24785	110	CALCARDS 072219 POLIC	(\$168.25)
		08/16/2019	24785	110212111	CALCARDS 7-22-19 POLICE	\$2,814.97
		08/16/2019	24785	110212111	CALCARDS PD 072219	\$77.42
		08/16/2019	24785	110212121	CALCARDS 7-22-19 POLICE	\$1,315.97
		08/16/2019	24785	110212121	CALCARDS PD 072219	\$533.40
		08/16/2019	24785	110212122	CALCARDS 7-22-19 POLICE	\$15.60
		08/16/2019	24785	110212131	CALCARDS 7-22-19 POLICE	\$1,640.15
		08/16/2019	24785	110212131	CALCARDS PD 072219	\$2,018.97
		08/16/2019	24785	110212133	CALCARDS 7-22-19 POLICE	\$200.00
		08/16/2019	24785	110212133	CALCARDS PD 072219	\$774.13
		08/16/2019	24785	110212134	CALCARDS PD 072219	\$120.68
		08/16/2019	24785	110212141	CALCARDS PD 072219	\$104.19
		08/16/2019	24785	480515161	CALCARDS 7-22-19 POLICE	\$537.20
		08/16/2019	24785	480515161	CALCARDS PD 072219	\$171.58
US BANK XX0544 POLICE						Total Check Amount:
						\$10,156.01
V38706	US BANK XX3401 PW- ADMIN	08/16/2019	24786	110515111	PW ADMIN CALCARD 072219	\$55.00
		08/16/2019	24786	110515111	PW CALCARDS 072219	\$46.28
		08/16/2019	24786	410515132	PW ADMIN CALCARD 072219	\$1,220.00
US BANK XX3401 PW- ADMIN						Total Check Amount:
						\$1,321.28
V38707	VAVRINEK, TRINE, DAY & CO., LLP	08/16/2019	27146	110141431	PLAN/RISK ASSMNT 1819	\$3,825.00
		08/16/2019	27146	420141431	PLAN/RISK ASSMNT 1819	\$450.00
		08/16/2019	27146	430141431	PLAN/RISK ASSMNT 1819	\$225.00
VAVRINEK, TRINE, DAY & CO., LLP						Total Check Amount:
						\$4,500.00
V38708	JUANA VENTURA	08/16/2019	17752	110404215	CYCLE:BCC JULY 2019	\$150.00
		08/16/2019	17752	110404215	CYCLE:BECKMAN JUL19	\$234.00
JUANA VENTURA						Total Check Amount:
						\$384.00
V38709	VISTA PAINT CORPORATION	08/16/2019	4573	110515125	CREDIT:PAINT-DT PS	(\$68.53)
		08/16/2019	4573	110515125	DT PS1 PAINT PROJ	\$487.31
VISTA PAINT CORPORATION						Total Check Amount:
						\$418.78
V38710	VORTEX	08/16/2019	15007	110515144	ROLL UP DOOR REPAIR	\$727.47
VORTEX						Total Check Amount:
						\$727.47
V38711	WALTERS WHOLESALE ELECTRIC	08/16/2019	1667	110515125	GROUND LIGHTS	\$368.51
		08/16/2019	1667	490515151	CABLE TIES	\$121.54
		08/16/2019	1667	490515152	LED TIMER	\$52.84
WALTERS WHOLESALE ELECTRIC						Total Check Amount:
						\$542.89
V38712	LINDA WATSON	08/16/2019	11871	110404215	YOGA:BCC JULY 2019	\$210.00

City Check Register for: Aug 16, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
LINDA WATSON						Total Check Amount: \$210.00
V38713	KAREN WELCH	08/16/2019	27434	110404215	PILATES:BCC JULY 2019	\$120.00
KAREN WELCH						Total Check Amount: \$120.00
V38714	WEST COAST SAND & GRAVEL, INC.	08/16/2019	11519	420515131	SAND & BASE	\$1,023.17
WEST COAST SAND & GRAVEL, INC.						Total Check Amount: \$1,023.17
V38715	WILLDAN ENGINEERING	08/16/2019	12445	110000000	PLNCHK SVCS THRU 6/30	\$298.00
		08/16/2019	12445	110515171	PLNCHK SVCS THRU 6/30	\$894.00
WILLDAN ENGINEERING						Total Check Amount: \$1,192.00
V38716	SARA WOODWARD	08/16/2019	26083	110212122	JULY 2019 MILEAGE	\$99.88
SARA WOODWARD						Total Check Amount: \$99.88
V38717	ELEANOR YBARRA	08/16/2019	27904	110404215	CLASS INSTR BCC JUL19	\$300.00
ELEANOR YBARRA						Total Check Amount: \$300.00
V38718	ZERO WASTE USA INC/MUTT MITT	08/16/2019	22125	343515112	DOG WASTE BAGS	\$510.66
		08/16/2019	22125	346515112	DOG WASTE BAGS	\$379.53
ZERO WASTE USA INC/MUTT MITT						Total Check Amount: \$890.19
Voucher Subtotal						\$1,173,993.64
TOTAL						\$1,618,991.34

City of Brea
Outgoing Payment Log
June 2019

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
6/4/2019	Citizens Business Bank	Credit card processing fees	1,684.04
6/5/2019	CALPERS	Member retirement	204,953.69
6/7/2019	Brea Payroll	Brea staff payroll	1,259,697.57
6/7/2019	Brea Payroll	Employee deductions	103,176.93
6/7/2019	EDD	Payroll State taxes	54,943.03
6/7/2019	IRS	Payroll Federal taxes	187,306.09
6/7/2019	CA SDU	Child support payments	1,187.84
6/10/2019	CALPERS	Medical payment	383,424.06
6/10/2019	CALPERS	Member retirement	198,313.74
6/11/2019	BANK OF NEW YORK MELLON	BAB 2009 Water Bond	143,432.22
6/11/2019	BANK OF NEW YORK MELLON	BAB 2010 Water Bond	101,877.38
6/17/2019	Paymentus	Monthly service fee - May	5,349.00
6/20/2019	THE SAN DIEGO FOUNDATION	Monitoring Inspection - 57FWY NB Onramp & Lambert	41,500.00
6/20/2019	THE SAN DIEGO FOUNDATION	Long term maintenance - 57FWY NB Onramp & Lambert	472,000.00
6/20/2019	Puente Hills Habitat Preservation Authority	Mitigation Agreement - 57FWY NB Onramp & Lambert	743,358.00
6/21/2019	Citizens Business Bank	Monthly banking service fee	1,920.75
6/21/2019	Brea Payroll	Brea staff payroll	868,335.00
6/21/2019	Brea Payroll	Employee deductions	98,209.63
6/21/2019	EDD	Payroll State taxes	52,012.64
6/21/2019	IRS	Payroll Federal taxes	161,225.08
6/21/2019	CA SDU	Child support payments	723.72
6/24/2019	CALPERS	Member retirement	195,490.17
6/24/2019	BANK OF NEW YORK MELLON	BAB 2009 AB Water Bond	961,271.72
6/24/2019	BANK OF NEW YORK MELLON	BAB 2010 Water Bond	280,249.12
6/24/2019	BANK OF NEW YORK MELLON	BAB 2014 Water Bond	767,418.20
6/25/2019	IRS	Payroll Federal taxes	47.10
6/25/2019	US BANK	Deposit to PARS	756,800.00
6/27/2019	ILJAO Payroll	ILJAO staff salary & payroll taxes	13,125.34
6/28/2019	CALPERS	Member retirement	16,074.00
			8,075,106.06
 <u>Imprest Accounts</u>			
	Various	Workers Compensation Claims	308,099.11
	Various	General Liability Claims	276,366.48
Subtotal			584,465.59
			\$ 8,659,571.65

City of Brea
Outgoing Payment Log
July 2019

Effective Date	Vendor	Description	Amount
<u>General Account Electronic payments</u>			
7/2/2019	CA Dept of Tax	Sales tax	1,244.44
7/3/2019	Citizens Business Bank	Credit card processing fees	1,999.39
7/5/2019	Brea Payroll	Brea staff payroll	893,849.88
7/5/2019	Brea Payroll	Employee deductions	100,215.81
7/5/2019	EDD	Payroll State taxes	54,151.33
7/5/2019	IRS	Payroll Federal taxes	167,628.67
7/5/2019	CA SDU	Child support payments	723.72
7/8/2019	CALPERS	Member retirement	197,722.28
7/9/2019	CALPERS	Medical payment	382,398.09
7/16/2019	CA Dept of Tax	Sales tax	5,186.00
7/19/2019	Brea Payroll	Brea staff payroll	972,385.58
7/19/2019	Brea Payroll	Employee deductions	102,503.61
7/19/2019	EDD	Payroll State taxes	61,529.31
7/19/2019	IRS	Payroll Federal taxes	187,237.09
7/19/2019	CA SDU	Child support payments	843.77
7/19/2019	BANK OF NEW YORK MELLON	Olinda Ranch CDF	399,117.16
7/22/2019	CALPERS	Member retirement	227,660.10
7/23/2019	Paymentus	Monthly service fee	5,410.00
7/24/2019	Citizens Business Bank	Monthly banking service fee	1,885.52
7/29/2019	CALPERS	Member retirement	8,422,197.00
7/30/2019	ILJAOB Payroll	ILJAOB staff salary & payroll taxes	13,125.34
			<u>12,199,014.09</u>

Imprest Accounts

Various	Workers Compensation Claims	76,438.16
Various	General Liability Claims	6,404.12
	Subtotal	<u>82,842.28</u>
		<u>\$ 12,281,856.37</u>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181232	AFSS - SOUTHERN DIVISION	07/19/2019	11391	110222211	2019/20 MEMB RENEWAL	\$60.00
AFSS - SOUTHERN DIVISION					Total Check Amount:	\$60.00
181233	AON RISK INSURANCE SVCS WEST, INC.	07/19/2019	26311	460141474	MTP903359303 CYBER	\$7,740.00
		07/19/2019	26311	470141483	ESP100072000 EARTHQKE	\$47,071.58
		07/19/2019	26311	470141483	IO8867306004 EARTHQKE	\$47,071.58
		07/19/2019	26311	470141483	W1BCFD190401 EARTHQKE	\$95,202.00
AON RISK INSURANCE SVCS WEST, INC.					Total Check Amount:	\$197,085.16
181234	BILLY BONKERS MAGIC	07/19/2019	28717	110404428	MAGIC SHOW 8/1/19	\$300.00
BILLY BONKERS MAGIC					Total Check Amount:	\$300.00
181235	C.I. BUSINESS EQUIPMENT INC	07/19/2019	6520	110141441	19/20 SHREDDR WARRNTY	\$555.00
C.I. BUSINESS EQUIPMENT INC					Total Check Amount:	\$555.00
181236	CALIF BUILDING STANDARDS COMMISSION	07/19/2019	20578	110	GRNBLDG FEES 18/19 Q4	\$743.00
		07/19/2019	20578	110000000	10% DISC 1819 Q4 GBF	(\$74.30)
CALIF BUILDING STANDARDS COMMISSION					Total Check Amount:	\$668.70
181237	CARDNO	07/19/2019	28707	420000000	CLOSED WATER ACCOUNT	\$2,489.72
CARDNO					Total Check Amount:	\$2,489.72
181238	CHARLES TAN & ASSOCIATES, INC.	07/19/2019	26706	110000000	PROFSVCS RE:PED BRDGE	\$1,650.00
CHARLES TAN & ASSOCIATES, INC.					Total Check Amount:	\$1,650.00
181239	CITY OF ANAHEIM	07/19/2019	4908	110222211	METRO CITIES 19/20 Q1	\$6,676.00
CITY OF ANAHEIM					Total Check Amount:	\$6,676.00
181240	CIVILTEC ENGINEERING INC.	07/19/2019	2581	510707453	WTR MN REPL THRU 5/31	\$3,038.75
		07/19/2019	2581	510707457	WTR MN REPL THRU 5/31	\$5,253.75
		07/19/2019	2581	510707459	WTR MN REPL THRU 5/31	\$3,134.74
		07/19/2019	2581	510707460	WTR MN REPL THRU 5/31	\$12,738.75
CIVILTEC ENGINEERING INC.					Total Check Amount:	\$24,165.99
181241	COUNTY OF ORANGE	07/19/2019	4799	110323231	LAFCO COST FY 19/20	\$6,523.60
COUNTY OF ORANGE					Total Check Amount:	\$6,523.60
181242	VERCILLE AND/OR THOMAS CRUZ	07/19/2019	28708	420000000	CLOSED WATER ACCOUNT	\$7.18
VERCILLE AND/OR THOMAS CRUZ					Total Check Amount:	\$7.18
181243	DEPARTMENT OF CONSERVATION	07/19/2019	2278	110	STRONG MOTION 1819 Q4	\$2,725.85
		07/19/2019	2278	110000000	5% 18/19 4TH QTR FEES	(\$136.29)
DEPARTMENT OF CONSERVATION					Total Check Amount:	\$2,589.56
181244	DEPARTMENT OF JUSTICE	07/19/2019	13406	110141481	FINGERPRNT APPS JUN19	\$1,681.00
DEPARTMENT OF JUSTICE					Total Check Amount:	\$1,681.00
181245	DIVISION OF THE STATE ARCHITECT	07/19/2019	21499	110	BL STATE FEE 2019 Q2	\$4,104.00
		07/19/2019	21499	110000000	CASP ADM FEE 5% 19-Q2	(\$205.20)
		07/19/2019	21499	110000000	CASP CITY REV 2019-Q2	(\$3,488.40)
DIVISION OF THE STATE ARCHITECT					Total Check Amount:	\$410.40
181246	SOUTHERN CALIFORNIA EDISON	07/19/2019	3343	110515121	ELECTRICITY	\$1,054.24

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181246	SOUTHERN CALIFORNIA EDISON	07/19/2019	3343	110515125	ELECTRICITY	\$9,511.20
		07/19/2019	3343	110515141	ELECTRICITY	\$90.97
		07/19/2019	3343	110515143	ELECTRICITY	\$77.91
		07/19/2019	3343	420515131	ELECTRICITY	\$33,365.94
		07/19/2019	3343	430515123	ELECTRICITY	\$801.43
		07/19/2019	3343	490515151	ELECTRICITY	\$2,324.66
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$47,226.35
181247	EMERGENCY REPORTING	07/19/2019	28692	542	TAX ON FIRE PKG	(\$1,429.16)
		07/19/2019	28692	542222221	19/20 CAD WEBSVCS MNT	\$594.78
		07/19/2019	28692	542222221	19/20 FIRE PKG SET UP	\$977.51
		07/19/2019	28692	542222221	19/20 FIRE PKG SUBSCR	\$4,654.79
		07/19/2019	28692	542222221	19/20 VSN PLUS UPGRDE	\$969.75
		07/19/2019	28692	542222221	19/20 VSN SET UP FEE	\$439.62
		07/19/2019	28692	542222221	NON-NFIRS DATA IMPORT FEE	\$538.75
		07/19/2019	28692	542222221	ONSITE TRAINING 3DAYS	\$5,118.13
		07/19/2019	28692	542222221	PROF SVCS:DOMESTIC	\$5,118.13
		07/19/2019	28692	542222221	TARGET SOL INTERFACE	\$969.75
		07/19/2019	28692	542222221	TELESTAFF SCHD INTRFC	\$488.75
EMERGENCY REPORTING					Total Check Amount:	\$18,440.80
181248	FRONTIER COMMUNICATIONS	07/19/2019	26183	420515131	562 1821083 7/7-8/6	\$62.36
FRONTIER COMMUNICATIONS					Total Check Amount:	\$62.36
181249	THE GAS COMPANY	07/19/2019	3749	420515131	GAS	\$14.79
THE GAS COMPANY					Total Check Amount:	\$14.79
181250	IN TIME SERVICES INC.	07/19/2019	20876	950000000	ILJAOC ISE JUL-SEPT19	\$74,711.25
		07/19/2019	20876	950000000	ILJAOC ISE TEXT JUN19	\$2,566.64
IN TIME SERVICES INC.					Total Check Amount:	\$77,277.89
181251	INTERNATIONAL CODE COUNCIL (ICC)	07/19/2019	18336	110323241	MANUALS	\$1,026.80
INTERNATIONAL CODE COUNCIL (ICC)					Total Check Amount:	\$1,026.80
181252	LAKEMAN CHASSIS	07/19/2019	12885	110222221	CHAINSW SCABBARDS (2)	\$216.03
		07/19/2019	12885	110222221	LABOR	\$495.00
LAKEMAN CHASSIS					Total Check Amount:	\$711.03
181253	JASON LEUNG	07/19/2019	28710	420000000	CLOSED WATER ACCOUNT	\$100.27
JASON LEUNG					Total Check Amount:	\$100.27
181254	NATIONAL CONSTRUCTION RENTALS	07/19/2019	20199	510707922	FENCE RNTL:ARVSTA PRK	\$4,040.56
NATIONAL CONSTRUCTION RENTALS					Total Check Amount:	\$4,040.56
181255	NATIONAL TRAINING CONCEPTS, INC.	07/19/2019	20016	110212111	DIVRSNRY DEVICE INSTR	\$275.00
NATIONAL TRAINING CONCEPTS, INC.					Total Check Amount:	\$275.00
181256	NDS, LLC	07/19/2019	25312	110141441	PRESORT MAILSVCS JUL19	\$346.86

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NDS, LLC						Total Check Amount: \$346.86
181257	OFFICE DEPOT, INC	07/19/2019	4743	110141411	OFFICE SUPPLIES	\$118.51
		07/19/2019	4743	110141441	OFFICE SUPPLIES	\$46.29
		07/19/2019	4743	110222211	OFFICE SUPPLIES	\$37.59
		07/19/2019	4743	110404311	OFFICE SUPPLIES	\$226.78
OFFICE DEPOT, INC						Total Check Amount: \$429.17
181258	ORANGE COUNTY SHERIFF'S DEPT	07/19/2019	6542	110212111	POST SUPRVSORY COURSE	\$225.00
ORANGE COUNTY SHERIFF'S DEPT						Total Check Amount: \$225.00
181259	ORANGE COUNTY STRIPING SERVICE	07/19/2019	10223	110515121	RESTRIPING SVCS JUN19	\$6,410.74
		07/19/2019	10223	510707312	SLURRY PROJ/RESTRIPNG	\$8,854.38
ORANGE COUNTY STRIPING SERVICE						Total Check Amount: \$15,265.12
181260	MICHAEL R. PIEPER	07/19/2019	28718	110404542	CONCERT/CH PARK 7/24	\$1,250.00
MICHAEL R. PIEPER						Total Check Amount: \$1,250.00
181261	PUBLIC SAFETY TRAINING INSTITUTE	07/19/2019	23068	110212111	CIVILIAN LAW ENF SYMP	\$660.00
PUBLIC SAFETY TRAINING INSTITUTE						Total Check Amount: \$660.00
181262	PUBLIC SURPLUS/THE PUBLIC GROUP	07/19/2019	18564	110000000	AUCTION SURCHG JUN19	\$63.70
		07/19/2019	18564	480000000	AUCTION SURCHG JUN19	\$294.00
PUBLIC SURPLUS/THE PUBLIC GROUP						Total Check Amount: \$357.70
181263	JACK SMITH	07/19/2019	27908	110404311	OLNDMSM COTTAGE UPGRD	\$123.00
JACK SMITH						Total Check Amount: \$123.00
181264	SO. CALIFORNIA FLEET SVCS. INC	07/19/2019	27570	480515161	20010 ENGINE REPAIR	\$1,245.76
SO. CALIFORNIA FLEET SVCS. INC						Total Check Amount: \$1,245.76
181265	SUPERIOR TANK COMPANY, INC.	07/19/2019	28629	420515131	LLI BOARD/HRDWRE/LABL	\$1,616.25
SUPERIOR TANK COMPANY, INC.						Total Check Amount: \$1,616.25
181266	TIME WARNER CABLE	07/19/2019	19304	110111143	CABLE CHGS 7/2-8/1	\$29.12
		07/19/2019	19304	110111151	CABLE CHGS 7/2-8/1	\$58.21
		07/19/2019	19304	110111161	CABLE CHGS 7/2-8/1	\$19.07
		07/19/2019	19304	110141481	CABLE CHGS 7/2-8/1	\$19.07
		07/19/2019	19304	110212111	CABLE CHGS 7/2-8/1	\$365.29
		07/19/2019	19304	110222211	CABLE CHGS 7/2-8/1	\$76.26
		07/19/2019	19304	110323212	CABLE CHGS 7/2-8/1	\$77.28
		07/19/2019	19304	110404211	CABLE 7/2-8/1 40955	\$128.01
		07/19/2019	19304	110404311	CABLE CHGS 7/2-8/1	\$19.07
		07/19/2019	19304	110404521	CABLE 7/2-8/1 15759	\$28.96
		07/19/2019	19304	420515131	CABLE 7/2-8/1 20981	\$137.27
		07/19/2019	19304	420515131	CABLE 7/2-8/1 49861	\$88.91
		07/19/2019	19304	490515151	CABLE CHGS 7/2-8/1	\$19.07
TIME WARNER CABLE						Total Check Amount: \$1,065.59

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181267	UNITED PARCEL SERVICE	07/19/2019	3174	110141441	SHIPPING CHGS JUN/JUL	\$227.16
UNITED PARCEL SERVICE					Total Check Amount:	\$227.16
181269	VERIZON WIRELESS	07/19/2019	21122	110	9832618142 5/23-6/22	\$63.22
		07/19/2019	21122	110111111	9832618142 5/23-6/22	\$53.50
		07/19/2019	21122	110111143	9832618142 5/23-6/22	\$122.44
		07/19/2019	21122	110111151	9832618142 5/23-6/22	\$107.00
		07/19/2019	21122	110111161	9832618142 5/23-6/22	\$53.50
		07/19/2019	21122	110141411	9832618142 5/23-6/22	\$30.02
		07/19/2019	21122	110141424	9832618142 5/23-6/22	\$53.50
		07/19/2019	21122	110141441	9832618142 5/23-6/22	\$53.50
		07/19/2019	21122	110141481	9832618142 5/23-6/22	\$53.50
		07/19/2019	21122	110212121	9832618142 5/23-6/22	\$4,104.27
		07/19/2019	21122	110222223	9832618142 5/23-6/22	\$1,553.62
		07/19/2019	21122	110323212	9832618142 5/23-6/22	\$53.50
		07/19/2019	21122	110323231	9832618142 5/23-6/22	\$53.50
		07/19/2019	21122	110323241	9832618142 5/23-6/22	\$53.50
		07/19/2019	21122	110323242	9832618142 5/23-6/22	\$53.50
		07/19/2019	21122	110323243	9832618142 5/23-6/22	\$53.50
		07/19/2019	21122	110404311	9832618142 5/23-6/22	\$587.22
		07/19/2019	21122	110404525	9832618142 5/23-6/22	\$107.00
		07/19/2019	21122	110515171	9832618142 5/23-6/22	\$137.74
		07/19/2019	21122	174222222	9832618142 5/23-6/22	\$471.61
		07/19/2019	21122	410515124	9832618142 5/23-6/22	\$30.02
		07/19/2019	21122	420515131	9832618142 5/23-6/22	\$943.25
		07/19/2019	21122	430515123	9832618142 5/23-6/22	\$760.23
		07/19/2019	21122	460141474	9832618142 5/23-6/22	\$321.00
		07/19/2019	21122	475141471	9832618142 5/23-6/22	\$645.02
VERIZON WIRELESS					Total Check Amount:	\$10,518.66
181270	VERIZON WIRELESS	07/19/2019	21122	110212121	9833345525 6/4-7/3	\$54.45
VERIZON WIRELESS					Total Check Amount:	\$54.45
181271	VETERINARY PET INS. CO.	07/19/2019	20975	110	4436 PET INS JUN 2019	\$462.72
VETERINARY PET INS. CO.					Total Check Amount:	\$462.72
181272	WESTERN SPECIALTY CONTRACTORS	07/19/2019	26669	510707936	RETENTION:P1 ROOF RPR	\$680.00
WESTERN SPECIALTY CONTRACTORS					Total Check Amount:	\$680.00
181273	ZHENXING BAO AND/OR ERIC YAN	07/19/2019	28709	420000000	CLOSED WATER ACCOUNT	\$60.73
ZHENXING BAO AND/OR ERIC YAN					Total Check Amount:	\$60.73
Check Subtotal						\$428,626.33
V38254	ACTIVE NETWORK, INC.	07/19/2019	14295	110404422	PLUNGE CASH DRAWER	\$264.31

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ACTIVE NETWORK, INC.					Total Check Amount:	\$264.31
V38255	THE AIR SHOP	07/19/2019	17597	480515161	1214 A/C REPAIR	\$184.13
THE AIR SHOP					Total Check Amount:	\$184.13
V38256	ALBERT GROVER & ASSOCIATES	07/19/2019	23588	510707709	BIRCH ST TSSP MAY19	\$670.00
ALBERT GROVER & ASSOCIATES					Total Check Amount:	\$670.00
V38257	ALTA LANGUAGE SERVICES, INC	07/19/2019	25953	110141481	BILINGUAL TESTNG 6/10	\$50.00
ALTA LANGUAGE SERVICES, INC					Total Check Amount:	\$50.00
V38258	ANIXTER, INC.	07/19/2019	20003	490515151	P-2 DOOR CLOSURE	\$340.43
ANIXTER, INC.					Total Check Amount:	\$340.43
V38259	AVCOGAS PROPANE SALES & SERVICES	07/19/2019	22047	480515161	PETROLEUM 295.4 GAL	\$595.25
		07/19/2019	22047	480515161	PETROLEUM 300.6 GAL	\$605.62
		07/19/2019	22047	480515161	PETROLEUM 309.6 GAL	\$626.90
		07/19/2019	22047	480515161	PETROLEUM 327.7 GAL	\$663.17
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$2,490.94
V38260	B & M LAWN AND GARDEN CENTER	07/19/2019	4699	110222221	STIHL SAW REPAIR	\$60.52
B & M LAWN AND GARDEN CENTER					Total Check Amount:	\$60.52
V38261	BOTACH TACTICAL	07/19/2019	5214	110212131	LITHIUM BATTERIES	\$603.18
BOTACH TACTICAL					Total Check Amount:	\$603.18
V38262	SHANNON BUCKELS	07/19/2019	12046	110212111	2019 SRO SUMMIT	\$64.00
SHANNON BUCKELS					Total Check Amount:	\$64.00
V38263	BYRNE SOFTWARE TECHNOLOGIES, INC.	07/19/2019	27471	110323241	ACCELA IMPL 6/15-6/21	\$385.00
BYRNE SOFTWARE TECHNOLOGIES, INC.					Total Check Amount:	\$385.00
V38264	CALIF INSURANCE POOL AUTHORITY	07/19/2019	21666	470141483	19/20 BOND/CRIME PREM	\$3,532.00
		07/19/2019	21666	470141483	19/20 LIABILITY INS	\$342,906.00
		07/19/2019	21666	470141483	19/20 PROPERTY INS	\$187,314.00
		07/19/2019	21666	470141483	19/20 WORKERS' COMP	\$267,549.00
CALIF INSURANCE POOL AUTHORITY					Total Check Amount:	\$801,301.00
V38265	CALIFORNIA DOMESTIC WATER CO	07/19/2019	3388	420515131	WTR CONSUMPTION JUN19	\$1,804,907.92
CALIFORNIA DOMESTIC WATER CO					Total Check Amount:	\$1,804,907.92
V38266	CAROLLO ENGINEERS, INC.	07/19/2019	26313	420515131	FEASBLTY STUDY JUN19	\$11,761.83
CAROLLO ENGINEERS, INC.					Total Check Amount:	\$11,761.83
V38267	ANDREW CATOR	07/19/2019	6646	460141474	JUNE 2019 MILEAGE	\$208.80
ANDREW CATOR					Total Check Amount:	\$208.80
V38268	JASON CELMER	07/19/2019	11286	110212111	TRAINING EXPENSES	\$46.04
JASON CELMER					Total Check Amount:	\$46.04
V38269	COMLOCK SECURITY-GROUP	07/19/2019	13625	490515151	LOCKS & KEYS	\$211.25
COMLOCK SECURITY-GROUP					Total Check Amount:	\$211.25
V38270	CONTROLLED MOTION SOLUTIONS INC	07/19/2019	19789	480515161	VACTOR HOSE REPAIR	\$100.00
CONTROLLED MOTION SOLUTIONS INC					Total Check Amount:	\$100.00

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V38271	CORE & MAIN LP	07/19/2019	27049	420515131	WATER METER+ENCODER	\$7,129.75
		07/19/2019	27049	420515131	WATER METERS+ENCODERS	\$9,117.78
CORE & MAIN LP						Total Check Amount: \$16,247.53
V38272	CSG CONSULTANTS	07/19/2019	25540	110000000	BLDG PLN RVW MAY 2019	\$255.00
CSG CONSULTANTS						Total Check Amount: \$255.00
V38273	DARTCO TRANSMISSION SALES	07/19/2019	17719	480515161	27009 REBUILD TRNSMSN	\$14,683.66
DARTCO TRANSMISSION SALES						Total Check Amount: \$14,683.66
V38274	DAVID EVANS AND ASSOCIATES, INC.	07/19/2019	20981	510707922	AROVSTA SLOPE 5/5-6/1	\$334.65
DAVID EVANS AND ASSOCIATES, INC.						Total Check Amount: \$334.65
V38275	DF POLYGRAPH	07/19/2019	22010	110141481	POLYGRAPH EXAMS JUN19	\$875.00
DF POLYGRAPH						Total Check Amount: \$875.00
V38276	ECONOLITE SYSTEMS, INC.	07/19/2019	27147	110515121	E/O SIGNAL MNT JUN19	\$5,414.73
		07/19/2019	27147	110515121	FIBER RPRS:DTPS3 4/29	\$243.10
		07/19/2019	27147	110515121	MO. SIGNAL MNT JUN19	\$3,025.56
		07/19/2019	27147	110515121	TA SGNL POLE KNOCKDWN	\$3,859.04
ECONOLITE SYSTEMS, INC.						Total Check Amount: \$12,542.43
V38277	EDUTAINMENT ARTS	07/19/2019	20873	110404214	TOP JUNIOR CHEF	\$3,016.00
EDUTAINMENT ARTS						Total Check Amount: \$3,016.00
V38278	FIDELITY SECURITY LIFE INSURANCE	07/19/2019	23035	110	9827288 VISION JUL19	\$2,540.30
FIDELITY SECURITY LIFE INSURANCE						Total Check Amount: \$2,540.30
V38279	FILARSKY & WATT LLP	07/19/2019	2043	110141481	PROF SVCS JUN 2019	\$2,612.50
FILARSKY & WATT LLP						Total Check Amount: \$2,612.50
V38280	FORENSIC LOGIC, LLC	07/19/2019	27848	950000000	ILJAOC 1920 CPLNK LIC	\$37,413.00
		07/19/2019	27848	950000000	ILJAOC 1920 CPLNK MNT	\$140,333.00
FORENSIC LOGIC, LLC						Total Check Amount: \$177,746.00
V38281	FUN WITH HORSES	07/19/2019	15171	110404145	SUMMER RIDING CAMP	\$200.00
FUN WITH HORSES						Total Check Amount: \$200.00
V38282	GLASBY MAINTENANCE SUPPLY CO	07/19/2019	6802	110515125	TRASH CAN DOLLY	\$34.21
GLASBY MAINTENANCE SUPPLY CO						Total Check Amount: \$34.21
V38283	GRAFIX SYSTEMS	07/19/2019	28716	172222223	FD VEHICLE DECALS	\$1,519.05
GRAFIX SYSTEMS						Total Check Amount: \$1,519.05
V38284	HI SIGN	07/19/2019	4693	110212122	REDO OFFICE PLAQUE	\$37.71
HI SIGN						Total Check Amount: \$37.71
V38285	HORIZON MECHANICAL CONTRACTORS	07/19/2019	27728	490515151	EMERG EQPT REPAIR	\$1,410.00
		07/19/2019	27728	490515151	REPL CHEM CONTROLLER	\$10,905.15
HORIZON MECHANICAL CONTRACTORS						Total Check Amount: \$12,315.15
V38286	JAMES LEE HOWE	07/19/2019	5953	110404145	GOLF CAMP	\$240.00
JAMES LEE HOWE						Total Check Amount: \$240.00

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V38287	INFRASTRUCTURE ENGINEERS	07/19/2019	22809	510707315	ALLEY REHAB JUN 2019	\$100.00
		07/19/2019	22809	510707315	ALLEY REHAB MAY 2019	\$836.95
		07/19/2019	22809	510707316	ALLEY REHAB JUN 2019	\$50.00
		07/19/2019	22809	510707316	ALLEY REHAB MAY 2019	\$196.50
		07/19/2019	22809	510707317	ALLEY REHAB JUN 2019	\$50.00
		07/19/2019	22809	510707317	ALLEY REHAB MAY 2019	\$196.50
		07/19/2019	22809	510707461	CLFWDPROJ SEP18-APR19	\$760.00
INFRASTRUCTURE ENGINEERS					Total Check Amount:	\$2,189.95
V38288	ITRON, INC.	07/19/2019	3773	420141421	ITRON SWMNT JUL-SEP19	\$3,119.29
ITRON, INC.					Total Check Amount:	\$3,119.29
V38289	MICHAEL JAMES	07/19/2019	24674	950000000	ILJAOC MJ MLG JAN-JUN	\$526.64
MICHAEL JAMES					Total Check Amount:	\$526.64
V38290	JAMISON ENGINEERING CONTRACTORS, INC	07/19/2019	15812	430515123	MO.LIFT STN MNT JUN19	\$1,800.00
JAMISON ENGINEERING CONTRACTORS, INC					Total Check Amount:	\$1,800.00
V38291	JMDIAZ, INC.	07/19/2019	27113	110000000	ON-CALL ENGG SVCS JUN	\$7,700.00
		07/19/2019	27113	110515171	ON-CALL ENGG SVCS JUN	\$770.00
		07/19/2019	27113	510707311	ON-CALL ENGG SVCS JUN	\$275.00
		07/19/2019	27113	510707453	ON-CALL ENGG SVCS JUN	\$275.00
		07/19/2019	27113	510707464	ON-CALL ENGG SVCS JUN	\$275.00
		07/19/2019	27113	510707627	ON-CALL ENGG SVCS JUN	\$275.00
JMDIAZ, INC.					Total Check Amount:	\$9,570.00
V38292	KEENAN & ASSOCIATES	07/19/2019	22439	470141483	2019 WORKERS' COMP #7	\$9,274.50
		07/19/2019	22439	470141483	2019 WORKERS' COMP #8	\$9,274.50
		07/19/2019	22439	470141483	V38054 WC#7 TO 19/20	(\$9,274.50)
KEENAN & ASSOCIATES					Total Check Amount:	\$9,274.50
V38293	KREUZER CONSULTING GROUP	07/19/2019	22072	510707311	ENGG DESGN SVCS DEC18	\$92.52
		07/19/2019	22072	510707311	ENGG DESGN SVCS FEB19	(\$2,554.50)
		07/19/2019	22072	510707311	ENGG DESGN SVCS JAN19	\$394.53
		07/19/2019	22072	510707311	ENGG DESGN SVCS MAR19	\$3,049.82
		07/19/2019	22072	510707453	ENGG DESGN SVCS DEC18	\$1,109.91
		07/19/2019	22072	510707453	ENGG DESGN SVCS FEB19	(\$524.92)
		07/19/2019	22072	510707453	ENGG DESGN SVCS JAN19	\$4,732.72
		07/19/2019	22072	510707453	ENGG DESGN SVCS MAR19	\$2,291.96
		07/19/2019	22072	510707464	ENGG DESGN SVCS DEC18	\$1,228.41
		07/19/2019	22072	510707464	ENGG DESGN SVCS FEB19	\$1,836.47
		07/19/2019	22072	510707464	ENGG DESGN SVCS JAN19	\$5,238.02
		07/19/2019	22072	510707464	ENGG DESGN SVCS MAR19	\$2,927.86
		07/19/2019	22072	510707627	ENGG DESGN SVCS DEC18	(\$2,430.84)

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V38293	KREUZER CONSULTING GROUP	07/19/2019	22072	510707627	ENGG DESGN SVCS FEB19	\$1,242.95
		07/19/2019	22072	510707627	ENGG DESGN SVCS JAN19	(\$10,365.27)
		07/19/2019	22072	510707627	ENGG DESGN SVCS MAR19	\$1,077.97
KREUZER CONSULTING GROUP					Total Check Amount:	\$9,347.61
V38294	FRANCESCO LA TORRE	07/19/2019	24398	110404521	JUNE 2019 MILEAGE	\$51.04
FRANCESCO LA TORRE					Total Check Amount:	\$51.04
V38295	MARY LARKIN	07/19/2019	16039	110212122	JULY 2019 MILEAGE	\$25.87
MARY LARKIN					Total Check Amount:	\$25.87
V38296	LEHR	07/19/2019	26035	480515161	964 LIGHTBAR REWIRE	\$335.00
		07/19/2019	26035	480515161	983K REPROGRM LGHTBAR	\$190.00
		07/19/2019	26035	480515161	DODGE CHARGER STRIP	\$300.00
		07/19/2019	26035	480515161	LED EMERGENCY LIGHTS	\$790.23
LEHR					Total Check Amount:	\$1,615.23
V38297	LINCOLN AQUATICS	07/19/2019	17902	110404422	CHLORINE & ACID	\$363.27
		07/19/2019	17902	110404422	SODIUM BICARBONATE	\$1,200.62
LINCOLN AQUATICS					Total Check Amount:	\$1,563.89
V38298	LSA ASSOCIATES, INC.	07/19/2019	25757	510707251	PROF SVCS MAY 2019	\$697.50
LSA ASSOCIATES, INC.					Total Check Amount:	\$697.50
V38299	JENNIFER MANZELLA	07/19/2019	23036	950000000	ILJAOC JM MLG JAN-JUN	\$112.17
JENNIFER MANZELLA					Total Check Amount:	\$112.17
V38300	SUSAN MARTIN	07/19/2019	23655	110404523	COUNSELING SUPV JUN19	\$2,100.00
SUSAN MARTIN					Total Check Amount:	\$2,100.00
V38301	ANDREA MCGRANAHAN	07/19/2019	26046	110404424	AQUA AEROBICS TRNG	\$81.00
ANDREA MCGRANAHAN					Total Check Amount:	\$81.00
V38302	TIMOTHY MERCADO	07/19/2019	7047	110212111	TRAINING MILEAGE	\$104.98
TIMOTHY MERCADO					Total Check Amount:	\$104.98
V38303	MODULAR SPACE CORPORATION	07/19/2019	27090	510707929	LDM TRAILR RENT/REMLVL	\$478.54
MODULAR SPACE CORPORATION					Total Check Amount:	\$478.54
V38304	MTGL, INC.	07/19/2019	26279	510707929	PROF SVCS LDM DEC18	\$500.00
MTGL, INC.					Total Check Amount:	\$500.00
V38305	MUNICIPAL WATER DISTRICT	07/19/2019	3784	420515131	19/20 RETAIL SVC CONN	\$159,600.40
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$159,600.40
V38306	MUSICSTAR	07/19/2019	22084	110404214	COMPUTER CODING CAMP	\$1,295.00
MUSICSTAR					Total Check Amount:	\$1,295.00
V38307	NINYO & MOORE	07/19/2019	22134	510707873	ENV CONSULT THRU 3/29	\$527.00
		07/19/2019	22134	510707922	GEOTCH/MTLS TEST 5/31	\$3,225.50
NINYO & MOORE					Total Check Amount:	\$3,752.50
V38308	ONWARD ENGINEERING	07/19/2019	22106	110000000	INSP SVCS APR 2019	\$356.00
		07/19/2019	22106	110515171	INSP SVCS APR 2019	\$489.50

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ONWARD ENGINEERING					Total Check Amount:	\$845.50
V38309	ORANGE COAST PETROLEUM EQPT INC.	07/19/2019	28719	480515161	FUEL ISLAND PUMP	\$544.14
ORANGE COAST PETROLEUM EQPT INC.					Total Check Amount:	\$544.14
V38310	ORANGE COUNTY SANITATION DIST.	07/19/2019	14689	110	RES SEWER FEES JUN19	\$5,750.00
		07/19/2019	14689	110000000	5% COLL:RES SF JUN19	(\$287.50)
ORANGE COUNTY SANITATION DIST.					Total Check Amount:	\$5,462.50
V38311	SHAUN OSHANN	07/19/2019	25949	460141474	JUNE 2019 MILEAGE	\$675.58
SHAUN OSHANN					Total Check Amount:	\$675.58
V38312	PACIFIC TELEMAGEMENT SERVICES	07/19/2019	19696	475141471	7147920398 JULY 2019	\$75.00
PACIFIC TELEMAGEMENT SERVICES					Total Check Amount:	\$75.00
V38313	PARACLETE FIRE AND SAFETY, INC.	07/19/2019	17760	110222221	FIRE EXT SVC CALL6/19	\$188.15
PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$188.15
V38314	PLACEWORKS, INC.	07/19/2019	26720	110000000	PROF SVCS JUNE 2019	\$2,274.07
		07/19/2019	26720	110000000	PROF SVCS MAY 2019	\$36,200.19
PLACEWORKS, INC.					Total Check Amount:	\$38,474.26
V38315	READWRITE EDUCATIONAL, INC.	07/19/2019	3444	110404145	MATH DEVELOPMENT	\$350.00
READWRITE EDUCATIONAL, INC.					Total Check Amount:	\$350.00
V38316	CHARLES ROBERT	07/19/2019	24585	110404145	ADULT KUNG FU	\$25.00
CHARLES ROBERT					Total Check Amount:	\$25.00
V38317	SC FUELS	07/19/2019	16654	480515161	CLR DIESEL 1200.7 GAL	\$4,461.94
		07/19/2019	16654	480515161	CLR DIESEL 1739.7 GAL	\$5,361.95
		07/19/2019	16654	480515161	CLR DIESEL 640.1 GAL	\$2,067.97
		07/19/2019	16654	480515161	REG ETH 4263.2 GAL	\$12,392.15
		07/19/2019	16654	480515161	REG ETH 4300 GAL	\$13,346.99
		07/19/2019	16654	480515161	REG ETH 4364 GAL	\$14,549.19
SC FUELS					Total Check Amount:	\$52,180.19
V38318	SCHORR METALS, INC.	07/19/2019	3389	490515151	PLATES	\$19.48
SCHORR METALS, INC.					Total Check Amount:	\$19.48
V38319	SHAMBHALA MARTIAL ARTS INC	07/19/2019	28430	110404145	TAE KWON DO	\$25.00
SHAMBHALA MARTIAL ARTS INC					Total Check Amount:	\$25.00
V38320	SMART & FINAL	07/19/2019	3269	110404425	TINY TOTS FOOD	\$81.97
		07/19/2019	3269	110404428	SUMMER DAYCAMP FOOD	\$15.26
SMART & FINAL					Total Check Amount:	\$97.23
V38321	SUPERION, LLC	07/19/2019	26879	420141421	TRNG: UTILITY BILLING	\$56.00
SUPERION, LLC					Total Check Amount:	\$56.00
V38322	SUPERIOR ALARM SYSTEMS	07/19/2019	11074	110404541	ART GAL ALARM:JUL-DEC	\$210.00
SUPERIOR ALARM SYSTEMS					Total Check Amount:	\$210.00
V38323	TECHNICOLOR PRINTING	07/19/2019	24354	110404223	ADULT SPORTS SHIRTS	\$376.71

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V38323	TECHNICOLOR PRINTING	07/19/2019	24354	110404223	YOUTH SPORTS SHIRTS	\$1,076.44
TECHNICOLOR PRINTING					Total Check Amount:	\$1,453.15
V38324	TENNIS ANYONE ACADEMY	07/19/2019	12688	110404145	SUMMER TENNIS CAMP	\$1,296.00
TENNIS ANYONE ACADEMY					Total Check Amount:	\$1,296.00
V38325	TITAN WATER TECHNOLOGY, INC.	07/19/2019	25776	490515151	19/20 WATER TREATMENT	\$4,980.05
TITAN WATER TECHNOLOGY, INC.					Total Check Amount:	\$4,980.05
V38326	TRANS UNION LLC	07/19/2019	8371	110141481	HR SERVICES 5/26-6/25	\$111.12
TRANS UNION LLC					Total Check Amount:	\$111.12
V38327	TRG LAND, INC.	07/19/2019	11723	110000000	PROF SVCS MAY 2019	\$3,046.25
TRG LAND, INC.					Total Check Amount:	\$3,046.25
V38328	TRINITY SOUND COMPANY	07/19/2019	11364	110404542	SOUND:7/10/19 CONCERT	\$859.17
TRINITY SOUND COMPANY					Total Check Amount:	\$859.17
V38329	TURBO DATA SYSTEMS, INC.	07/19/2019	1472	110212132	HH LEASE TPM JUN 2019	\$193.95
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$193.95
V38330	UNITED ROTARY BRUSH CORPORATION	07/19/2019	16649	480515161	SWEEPER BROOMS (2)	\$235.69
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$235.69
V38331	US BANK XX0338 CITY MGR	07/19/2019	24704	110	MGMT CC-SV JUN19	(\$5.00)
		07/19/2019	24704	110	MGMT CC-YA JUN19	\$27.99
		07/19/2019	24704	110111111	MGMT SVCS CAL CARDS	\$1,100.00
		07/19/2019	24704	110111111	MGMT SVCS CC JUN19	\$2,063.51
		07/19/2019	24704	110111143	MGMT SVCS CC JUN19	\$2,151.61
		07/19/2019	24704	110111151	MGMT SVCS CC JUN19	\$24.17
		07/19/2019	24704	110404311	MGMT SVCS CAL CARDS	\$550.00
		07/19/2019	24704	480515161	MGMT SVCS CC JUN19	\$100.28
US BANK XX0338 CITY MGR					Total Check Amount:	\$6,012.56
V38332	US BANK XX0312 HR	07/19/2019	24776	110	CAL CARDS HR(19-20)	(\$20.68)
		07/19/2019	24776	110141481	CAL CARDS HR (18-19)	\$494.05
		07/19/2019	24776	110141481	CAL CARDS HR (19-20)	\$1,862.90
		07/19/2019	24776	110404311	CAL CARDS HR (18-19)	\$155.31
		07/19/2019	24776	470	CAL CARDS HR(19-20)	(\$13.46)
		07/19/2019	24776	470141483	CAL CARDS HR (18-19)	\$275.04
		07/19/2019	24776	470141483	CAL CARDS HR (19-20)	\$150.00
US BANK XX0312 HR					Total Check Amount:	\$2,903.16
V38335	US BANK XX0593 COMM SVC	07/19/2019	24777	110	CALCARD-CP 062419	\$562.27
		07/19/2019	24777	110	CALCARD-MM 062419	\$146.44
		07/19/2019	24777	110	CALCARD-STAX 062219	(\$83.86)
		07/19/2019	24777	110404154	CALCARD-TN 062419	\$62.95
		07/19/2019	24777	110404211	CALCARD-AC 062419	\$1,405.69

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38335	US BANK XX0593 COMM SVC	07/19/2019	24777	110404211	CALCARD-TN 062419	\$1,123.31
		07/19/2019	24777	110404212	CALCARD-TN 062419	\$13.70
		07/19/2019	24777	110404215	CALCARD-AC 062419	\$102.69
		07/19/2019	24777	110404215	CALCARD-CC 062419	\$471.63
		07/19/2019	24777	110404215	CALCARD-DA 062419	\$690.36
		07/19/2019	24777	110404215	CALCARD-JS 062419	\$285.95
		07/19/2019	24777	110404215	CALCARD-SM 062419	\$150.88
		07/19/2019	24777	110404217	CALCARD-VU 062419	\$305.16
		07/19/2019	24777	110404223	CALCARD-BH 062419	\$344.70
		07/19/2019	24777	110404223	CALCARD-GA 062419	\$48.40
		07/19/2019	24777	110404224	CALCARD-MM 062419	\$151.27
		07/19/2019	24777	110404224	CALCARD-SS 062419	\$285.10
		07/19/2019	24777	110404224	CALCARD-VU 062419	\$98.00
		07/19/2019	24777	110404311	CALCARD-DA 062419	\$18.91
		07/19/2019	24777	110404311	CALCARD-JC 062419	\$85.00
		07/19/2019	24777	110404311	CALCARD-JM 062419	\$156.16
		07/19/2019	24777	110404311	CALCARD-LT 062419	\$24.20
		07/19/2019	24777	110404311	CALCARD-RF 062419	\$297.79
		07/19/2019	24777	110404420	CALCARD-MM 062419	\$432.62
		07/19/2019	24777	110404420	CALCARD-SS 062419	\$55.94
		07/19/2019	24777	110404420	CALCARD-VU 062419	\$267.41
		07/19/2019	24777	110404421	CALCARD-KS 062419	\$163.17
		07/19/2019	24777	110404421	CALCARD-SM 062419	\$433.73
		07/19/2019	24777	110404422	CALCARD-BH 062419	\$79.02
		07/19/2019	24777	110404422	CALCARD-GA 062419	\$405.86
		07/19/2019	24777	110404425	CALCARD-MM 062419	\$131.99
		07/19/2019	24777	110404425	CALCARD-SS 062419	\$1,830.19
		07/19/2019	24777	110404426	CALCARD-MM 062419	\$705.40
		07/19/2019	24777	110404428	CALCARD-MM 062419	\$593.60
		07/19/2019	24777	110404428	CALCARD-VU 062419	\$1,186.36
		07/19/2019	24777	110404429	CALCARD-VU 062419	\$640.20
		07/19/2019	24777	110404521	CALCARD-ER 062419	\$200.00
		07/19/2019	24777	110404521	CALCARD-FL 062419	\$1,782.69
		07/19/2019	24777	110404521	CALCARD-NG 062419	\$777.36
		07/19/2019	24777	110404521	CALCARD-TT 062419	\$2,239.16
		07/19/2019	24777	110404523	CALCARD-CP 062419	\$610.72
		07/19/2019	24777	110404523	CALCARD-VU 062419	\$10.00
		07/19/2019	24777	110404541	CALCARD-AF 062419	\$446.98

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38335	US BANK XX0593 COMM SVC	07/19/2019	24777	110404541	CALCARD-HB 062419	\$886.48
		07/19/2019	24777	110404542	CALCARD-EF 062419	\$45.58
		07/19/2019	24777	110404542	CALCARD-HG 062419	\$401.45
		07/19/2019	24777	110404542	CALCARD-KK 062419	\$804.67
		07/19/2019	24777	110404542	CALCARD-NY 062419	\$27.15
		07/19/2019	24777	110404543	CALCARD-JC 062419	\$75.00
		07/19/2019	24777	110404544	CALCARD-KS 062419	\$66.25
US BANK XX0593 COMM SVC					Total Check Amount:	\$22,045.68
V38336	US BANK XX0502 COMM & MKTG	07/19/2019	24778	110111151	C&M CAL CARDS JUN19	\$231.90
		07/19/2019	24778	110111152	C&M CAL CARDS JUN19	\$72.89
		07/19/2019	24778	110141411	C&M CAL CARDS JUN19	\$11.65
US BANK XX0502 COMM & MKTG					Total Check Amount:	\$316.44
V38337	US BANK XX0353 COMM DEV	07/19/2019	24779	110	CALCARD CD/PL/BS06/19	\$0.86
		07/19/2019	24779	110323212	CALCARD CD/PL/BS 06/19	\$923.75
		07/19/2019	24779	110323214	CALCARD CD/PL/BS 06/19	\$690.00
		07/19/2019	24779	110323231	CALCARD CD/PL/BS 06/19	\$2,105.20
		07/19/2019	24779	110323241	CALCARD CD/PL/BS 06/19	\$675.60
		07/19/2019	24779	110323241	CALCARD CD/PL/BS06/19	\$1,027.62
US BANK XX0353 COMM DEV					Total Check Amount:	\$5,423.03
V38338	US BANK XX0270 ADMIN SVCS	07/19/2019	24781	110	CAL CARDS FINANCE (18-19)	\$9,000.00
		07/19/2019	24781	110111161	CAL CARDS CC JUN19	\$2,102.19
		07/19/2019	24781	110141411	CAL CARDS FINANCE (18-19)	\$76.34
		07/19/2019	24781	110141414	CAL CARDS FINANCE (18-19)	\$32.89
		07/19/2019	24781	110141431	CAL CARDS FIN JUN19	\$1,171.92
		07/19/2019	24781	110141441	CAL CARDS FINANCE (18-19)	\$225.44
		07/19/2019	24781	110323241	CAL CARDS FINANCE (18-19)	\$25.00
		07/19/2019	24781	110404211	CAL CARDS FINANCE (18-19)	\$225.33
		07/19/2019	24781	110404421	CAL CARDS FINANCE (18-19)	\$141.36
		07/19/2019	24781	475141471	CAL CARDS FINANCE (18-19)	\$54.21
		07/19/2019	24781	490515151	CAL CARDS FINANCE (18-19)	\$5,334.15
US BANK XX0270 ADMIN SVCS					Total Check Amount:	\$18,388.83
V38339	US BANK XX0650 FIRE	07/19/2019	24782	110	CAL CARDS FIRE JUN19	\$354.12
		07/19/2019	24782	110	CALCARDS-FD 06/19	(\$128.81)

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V38339	US BANK XX0650 FIRE	07/19/2019	24782	110222211	CAL CARDS FIRE JUN19	\$1,653.99
		07/19/2019	24782	110222213	CAL CARDS FIRE JUN19	\$2,581.51
		07/19/2019	24782	110222221	CAL CARDS FIRE JUN19	\$411.67
		07/19/2019	24782	110222223	CAL CARDS FIRE JUN19	\$276.79
		07/19/2019	24782	110222231	CAL CARDS FIRE JUN19	\$1,912.56
		07/19/2019	24782	174222222	CAL CARDS FIRE JUN19	\$971.37
US BANK XX0650 FIRE					Total Check Amount:	\$8,033.20
V38340	US BANK XX0346 IT	07/19/2019	24783	110	CALCARDS-IT BC JUN19	(\$22.62)
		07/19/2019	24783	110404213	CAL CARDS IT JUN19	\$38.82
		07/19/2019	24783	110515125	CAL CARDS IT JUN19	\$286.11
		07/19/2019	24783	280323215	CAL CARDS IT JUN19	\$14.95
		07/19/2019	24783	460141474	CAL CARDS IT JUN19	\$1,084.00
		07/19/2019	24783	475	CALCARDS-IT JUN19	(\$13.16)
07/19/2019	24783	475141471	CAL CARDS IT JUN19	\$201.46		
US BANK XX0346 IT					Total Check Amount:	\$1,589.56
V38342	US BANK XX0221 PW	07/19/2019	24784	110212131	CALCARD PW 062219	\$28.51
		07/19/2019	24784	110404421	CALCARD PW 062219	\$196.51
		07/19/2019	24784	110404422	CALCARD PW 062219	\$53.19
		07/19/2019	24784	110515121	CALCARD PW 062219	\$460.68
		07/19/2019	24784	110515125	CALCARD PW 062219	\$286.34
		07/19/2019	24784	110515141	CALCARD PW 062219	\$2,571.63
		07/19/2019	24784	110515143	CALCARD PW 062219	\$40.29
		07/19/2019	24784	110515144	CALCARD PW 062219	\$513.43
		07/19/2019	24784	360515145	CALCARD PW 062219	\$309.50
		07/19/2019	24784	420	CALCARD PW 062219	(\$268.30)
		07/19/2019	24784	420515131	CALCARD PW 062219	\$804.26
		07/19/2019	24784	440515126	CALCARD PW 062219	\$12.92
		07/19/2019	24784	480	CALCARD PW 062219	(\$3.14)
		07/19/2019	24784	480515161	CALCARD PW 062219	\$4,521.37
		07/19/2019	24784	490515151	CALCARD PW 062219	\$994.21
		07/19/2019	24784	510707251	CALCARD PW 062219	\$249.16
US BANK XX0221 PW					Total Check Amount:	\$10,770.56
V38344	US BANK XX0544 POLICE	07/19/2019	24785	110	CALCARDS-PD 062219	(\$11.67)
		07/19/2019	24785	110141481	CALCARDS 6-24-19 POLICE	\$19.59
		07/19/2019	24785	110212111	CALCARDS 6-24-19 POLICE	\$6,675.82
		07/19/2019	24785	110212121	CALCARDS 6-24-19 POLICE	\$2,592.35
		07/19/2019	24785	110212131	CALCARDS 6-24-19 POLICE	\$3,043.15
		07/19/2019	24785	110212131	CALCARDS-PD 062219	\$522.00

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V38344	US BANK XX0544 POLICE	07/19/2019	24785	110212132	CALCARDS 6-24-19 POLICE	\$2,041.02
		07/19/2019	24785	110212133	CALCARDS 6-24-19 POLICE	\$254.56
		07/19/2019	24785	110212134	CALCARDS 6-24-19 POLICE	\$1,257.05
		07/19/2019	24785	480515161	CALCARDS 6-24-19 POLICE	\$1,423.81
US BANK XX0544 POLICE					Total Check Amount:	\$17,817.68
V38345	US BANK XX3401 PW- ADMIN	07/19/2019	24786	110	CALCARD PWADMIN062219	(\$0.22)
		07/19/2019	24786	110515111	CALCARD PWADMIN 062219	\$100.00
		07/19/2019	24786	110515111	CALCARDS PWADMIN 062219	\$276.81
		07/19/2019	24786	110515171	CALCARDS PWADMIN 062219	\$107.57
		07/19/2019	24786	410515132	CALCARDS PWADMIN 062219	\$95.00
		07/19/2019	24786	490515151	CALCARDS PWADMIN 062219	\$49.03
		07/19/2019	24786	510707251	CALCARDS PWADMIN 062219	\$34.37
US BANK XX3401 PW- ADMIN					Total Check Amount:	\$662.56
V38346	US METRO GROUP, INC.	07/19/2019	24814	110515125	JANITORIAL SVCS JUN19	\$826.71
		07/19/2019	24814	490515151	JANITORIAL SVCS JUN19	\$32,832.80
US METRO GROUP, INC.					Total Check Amount:	\$33,659.51
V38347	VIRTUAL PROJECT MANAGER	07/19/2019	23508	510707315	CIP SW BCKUP/ST JUN19	\$250.00
		07/19/2019	23508	510707317	CIP SW BCKUP/ST JUL19	\$167.00
		07/19/2019	23508	510707922	CIP SW BCKUP/ST JUL19	\$167.00
		07/19/2019	23508	510707922	CIP SW BCKUP/ST JUN19	\$250.00
		07/19/2019	23508	510707929	CIP SW BCKUP/ST JUL19	\$166.00
VIRTUAL PROJECT MANAGER					Total Check Amount:	\$1,000.00
V38348	VISTA PAINT CORPORATION	07/19/2019	4573	110515125	PAINT PROJ @ DT PS1	\$1,222.10
		07/19/2019	4573	490515151	PAINT PROJ - PLUNGE	\$30.12
		07/19/2019	4573	490515151	PAINT PROJ @CM OFFICE	\$94.00
VISTA PAINT CORPORATION					Total Check Amount:	\$1,346.22
V38349	WILLDAN ENGINEERING	07/19/2019	12445	110515171	CITY TFC ENGG MAY19	\$11,320.00
		07/19/2019	12445	110515171	CITY TRAFFC ENGG 5/31	\$4,218.50
		07/19/2019	12445	510707315	INSP:ALLEYS PROJ 5/31	\$148.40
		07/19/2019	12445	510707316	INSP:ALLEYS PROJ 5/31	\$148.40
		07/19/2019	12445	510707317	INSP:ALLEYS PROJ 5/31	\$381.60
		07/19/2019	12445	510707461	INSP:ALLEYS PROJ 5/31	\$1,441.60
WILLDAN ENGINEERING					Total Check Amount:	\$17,658.50
V38350	CHRISTOPHER WOOD	07/19/2019	14715	110212111	TRAINING MILEAGE	\$50.63
CHRISTOPHER WOOD					Total Check Amount:	\$50.63

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
Voucher Subtotal						\$3,335,736.18
TOTAL						\$3,764,362.51

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181274	1-800-RADIATOR	07/26/2019	18389	480515161	RADIATOR	\$124.99
1-800-RADIATOR					Total Check Amount:	\$124.99
181275	ANAHEIM FULLERTON TOWING CO.	07/26/2019	1691	480515161	1202 FIRE TR TOW:YARD	\$375.00
ANAHEIM FULLERTON TOWING CO.					Total Check Amount:	\$375.00
181276	ALYSSA M. ARNEY	07/26/2019	28605	110404541	34TH MICA ARTIST	\$150.00
ALYSSA M. ARNEY					Total Check Amount:	\$150.00
181277	ASCAP	07/26/2019	18811	110404421	C/FAIR MUSIC LIC FEE	\$50.00
ASCAP					Total Check Amount:	\$50.00
181278	AT&T	07/26/2019	22050	475141471	8080208404 6/11-7/10	\$1,302.40
AT&T					Total Check Amount:	\$1,302.40
181279	AT&T LONG DISTANCE	07/26/2019	1737	475141471	807752441 7/4/2019	\$21.79
AT&T LONG DISTANCE					Total Check Amount:	\$21.79
181280	THE BANK OF NEW YORK MELLON	07/26/2019	16062	890141431	05 SP TAX REF:JUN-AUG	\$510.13
		07/26/2019	16062	890141431	05A REV BND:JUN-AUG19	\$683.00
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$1,193.13
181281	BEE REMOVERS	07/26/2019	28503	420515131	BEE REMOVAL 6/14/19	\$116.00
BEE REMOVERS					Total Check Amount:	\$116.00
181282	BENNETT-BOWEN LIGHTHOUSE	07/26/2019	28700	480515161	LED LIGHTS	\$214.15
BENNETT-BOWEN LIGHTHOUSE					Total Check Amount:	\$214.15
181283	BRETT BERGLUND	07/26/2019	28701	110000000	PD REPORT REQ REFUND	\$3.00
BRETT BERGLUND					Total Check Amount:	\$3.00
181284	HAILE BLACKMAN	07/26/2019	19948	110404542	CONCERTS/CH PARK 7/31	\$1,300.00
HAILE BLACKMAN					Total Check Amount:	\$1,300.00
181285	KAYLA MICHELLE BUCHNER	07/26/2019	28713	110404541	ARTGALLERY CONS SALES	\$93.63
KAYLA MICHELLE BUCHNER					Total Check Amount:	\$93.63
181286	CARNEY MEHR	07/26/2019	28329	950000000	ILLAOC LGL SVCS JUN19	\$2,218.80
CARNEY MEHR					Total Check Amount:	\$2,218.80
181287	NANCY CHIU ILLUSTRATION	07/26/2019	26344	110	34TH MICA ART SALES	\$140.00
		07/26/2019	26344	110404541	ARTGALLERY CONS SALES	\$253.63
NANCY CHIU ILLUSTRATION					Total Check Amount:	\$393.63
181288	CINTAS	07/26/2019	24347	110404211	BCC FRST AID SUPPLIES	\$153.96
CINTAS					Total Check Amount:	\$153.96
181289	CITY OF ANAHEIM	07/26/2019	4908	110222211	METRO CITIES 19/20 Q1	\$109,540.57
CITY OF ANAHEIM					Total Check Amount:	\$109,540.57
181290	CROWDBRITE	07/26/2019	26147	110323231	CALTRANS BCORE APR19	\$3,760.00
		07/26/2019	26147	110323231	CALTRANS BCORE JUN19	\$5,910.00
		07/26/2019	26147	110323231	CALTRANS BCORE MAY19	\$12,170.00
CROWDBRITE					Total Check Amount:	\$21,840.00
181291	DMV RENEWAL	07/26/2019	3545	480515161	2019 RENEWAL:7MPB420	\$283.00

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DMV RENEWAL						Total Check Amount: \$283.00
181292	DMV RENEWAL	07/26/2019	3545	480515161	2019 RENEWAL 7MPB421	\$283.00
DMV RENEWAL						Total Check Amount: \$283.00
181293	DMV RENEWAL	07/26/2019	3545	480515161	2019 RENEWAL 8ETY578	\$543.00
DMV RENEWAL						Total Check Amount: \$543.00
181294	DRAGONFLY MASSAGE	07/26/2019	27685	110000000	DEVELOPER FEE REFUND	\$4.50
DRAGONFLY MASSAGE						Total Check Amount: \$4.50
181295	SOUTHERN CALIFORNIA EDISON	07/26/2019	3343	110515121	ELECTRICITY	\$1,436.53
		07/26/2019	3343	110515148	ELECTRICITY	\$72.49
		07/26/2019	3343	490515151	ELECTRICITY	\$33,885.18
SOUTHERN CALIFORNIA EDISON						Total Check Amount: \$35,394.20
181296	ELICKER ENTERPRISES, INC.	07/26/2019	26949	110404421	2019 COUNTRY FAIR ATM	\$300.00
ELICKER ENTERPRISES, INC.						Total Check Amount: \$300.00
181297	FIX AUTO BREA	07/26/2019	28368	480515161	1501 ACCIDENT REPAIR	\$4,401.66
		07/26/2019	28368	480515161	967 ACCIDENT REPAIR	\$7,147.92
FIX AUTO BREA						Total Check Amount: \$11,549.58
181298	ELIZABETH MARIE FLYNN	07/26/2019	28604	110404541	ARTGALLERY CONS SALES	\$98.86
ELIZABETH MARIE FLYNN						Total Check Amount: \$98.86
181299	FRANCHISE TAX BOARD	07/26/2019	13287	110	CD916818049 071919 PR	\$26.23
FRANCHISE TAX BOARD						Total Check Amount: \$26.23
181300	FRANCHISE TAX BOARD	07/26/2019	13287	110	CD916679003 071919 PR	\$166.76
FRANCHISE TAX BOARD						Total Check Amount: \$166.76
181301	FRANCHISE TAX BOARD/ST OF CALIF	07/26/2019	12043	110	625016303 071919 PR	\$55.01
FRANCHISE TAX BOARD/ST OF CALIF						Total Check Amount: \$55.01
181302	FRONTIER COMMUNICATIONS	07/26/2019	26183	420515131	562 1821220 6/28-7/27	\$188.99
FRONTIER COMMUNICATIONS						Total Check Amount: \$188.99
181303	TERESA S GALLO	07/26/2019	24583	110404541	ARTGALLERY CONS SALES	\$35.00
TERESA S GALLO						Total Check Amount: \$35.00
181304	GALVEZ QUALITY AUTO GLASS	07/26/2019	27010	480515161	1412 WINDSHIELD REPL	\$265.00
GALVEZ QUALITY AUTO GLASS						Total Check Amount: \$265.00
181305	THE GAS COMPANY	07/26/2019	3749	490515151	GAS	\$2,807.91
THE GAS COMPANY						Total Check Amount: \$2,807.91
181306	GOLDEN WEST COLLEGE	07/26/2019	9477	110212111	LEGAL UPD VIDEO TRNG	\$750.00
GOLDEN WEST COLLEGE						Total Check Amount: \$750.00
181307	EVA GRELLO	07/26/2019	28712	110404541	ARTGALLERY CONS SALES	\$50.28
EVA GRELLO						Total Check Amount: \$50.28
181308	HINES MANAGEMENT/BREA PLACE	07/26/2019	28425	110000000	DEVELOPER FEE REFUND	\$760.60
HINES MANAGEMENT/BREA PLACE						Total Check Amount: \$760.60
181309	HOSHIZAKI WESTERN D.C. INC.	07/26/2019	15920	490515151	ICE MACHINE PARTS	\$17.49

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HOSHIZAKI WESTERN D.C. INC.					Total Check Amount:	\$17.49
181310	IMPERIAL BUILDING MATERIALS	07/26/2019	18557	110515143	PLAYGROUND SAND	\$94.18
IMPERIAL BUILDING MATERIALS					Total Check Amount:	\$94.18
181311	INLAND WATER WORKS SUPPLY CO	07/26/2019	23904	420515131	WATER METER ERTS	\$4,040.63
INLAND WATER WORKS SUPPLY CO					Total Check Amount:	\$4,040.63
181312	INTELLI-TECH	07/26/2019	8774	110141481	HP PROBOOK 430	\$945.70
		07/26/2019	8774	110141481	HP PROBOOK 640	\$990.42
		07/26/2019	8774	475141471	HP LED MONITORS	\$3,699.63
INTELLI-TECH					Total Check Amount:	\$5,635.75
181313	INV TACOS ARANDAS	07/26/2019	27903	110404542	CATERNG:LATNJAZZ 8/10	\$2,909.25
INV TACOS ARANDAS					Total Check Amount:	\$2,909.25
181314	KD ELECTRIC COMPANY	07/26/2019	23926	110404521	FIX GIFTSHOP LIGHTING	\$425.00
KD ELECTRIC COMPANY					Total Check Amount:	\$425.00
181315	CHARLES KEELING	07/26/2019	4274	110404541	ARTGALLERY CONS SALES	\$45.50
CHARLES KEELING					Total Check Amount:	\$45.50
181316	LEISURE TIME FAMILY MASSAGE	07/26/2019	27716	110000000	DEVELOPER FEE REFUND	\$4.50
LEISURE TIME FAMILY MASSAGE					Total Check Amount:	\$4.50
181317	LIFE-ASSIST, INC.	07/26/2019	10530	172222222	PM MEDS FIRE STN 2	\$1,541.64
LIFE-ASSIST, INC.					Total Check Amount:	\$1,541.64
181318	ROBERT AND/OR ALICIA MADRID	07/26/2019	27260	110	SWIM LESSON FEE REFND	\$7.00
ROBERT AND/OR ALICIA MADRID					Total Check Amount:	\$7.00
181319	MCPEEK'S DODGE OF ANAHEIM	07/26/2019	22049	480515161	SPARE KEY W/FOB PRGRM	\$259.96
MCPEEK'S DODGE OF ANAHEIM					Total Check Amount:	\$259.96
181320	RACHELLE MENDEZ	07/26/2019	27785	110404541	ARTGALLERY CONS SALES	\$13.38
RACHELLE MENDEZ					Total Check Amount:	\$13.38
181321	BEATRIZ MORA-HUSSAR	07/26/2019	28715	110404541	ARTGALLERY CONS SALES	\$24.50
BEATRIZ MORA-HUSSAR					Total Check Amount:	\$24.50
181322	DEBORAH MOREAU	07/26/2019	26644	110	SWIM LESSON FEE REFND	\$7.00
DEBORAH MOREAU					Total Check Amount:	\$7.00
181323	SHEILA NOSEWORTHY	07/26/2019	28598	110404541	MAYOR'S CHOICE:MICA34	\$100.00
SHEILA NOSEWORTHY					Total Check Amount:	\$100.00
181324	NUVIS LANDSCAPE ARCHITECTURE	07/26/2019	28071	360515147	PLAN DOCS/MTGS MAY19	\$2,636.00
		07/26/2019	28071	360515147	PLAN DOCUMENTS APR19	\$1,525.00
NUVIS LANDSCAPE ARCHITECTURE					Total Check Amount:	\$4,161.00
181325	OFFICE DEPOT, INC	07/26/2019	4743	110141411	OFFICE SUPPLIES	\$13.43
		07/26/2019	4743	110141422	OFFICE SUPPLIES	\$16.68
		07/26/2019	4743	110141431	OFFICE SUPPLIES	\$15.24
		07/26/2019	4743	110141441	OFFICE SUPPLIES	\$65.85
		07/26/2019	4743	110212111	OFFICE SUPPLIES	\$6.86

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181325	OFFICE DEPOT, INC	07/26/2019	4743	110212121	P&E SUPPLIES	\$36.27
		07/26/2019	4743	110212122	OFFICE SUPPLIES	\$329.76
OFFICE DEPOT, INC					Total Check Amount:	\$484.09
181326	CHRIS PARAM	07/26/2019	26973	110404541	POPULAR CHOICE:MICA34	\$100.00
CHRIS PARAM					Total Check Amount:	\$100.00
181327	PETTY CASH CUSTODIAN	07/26/2019	12373	110	PETTY CASH REPL 6/30	\$146.46
PETTY CASH CUSTODIAN					Total Check Amount:	\$146.46
181328	PLUMBING WHOLESALE OUTLET, INC.	07/26/2019	18392	110515141	RR HOSE BIBBS	\$35.77
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$35.77
181329	PUBLIC SAFETY TRAINING INSTITUTE	07/26/2019	23068	110212111	CIVILIAN LAW ENF SYMP	\$220.00
PUBLIC SAFETY TRAINING INSTITUTE					Total Check Amount:	\$220.00
181330	PUENTE HILLS FORD	07/26/2019	25742	480515161	955 ENGINE REPAIR	\$911.57
		07/26/2019	25742	480515161	962 FRNTWHEEL ALGNMNT	\$99.95
		07/26/2019	25742	480515161	GASKET	\$5.04
		07/26/2019	25742	480515161	THROTTLE	\$63.76
PUENTE HILLS FORD					Total Check Amount:	\$1,080.32
181331	RENNE SLOAN HOTLZMAN SAKAI, LLP	07/26/2019	27580	110141481	PROF SVCS JUNE 2019	\$590.00
RENNE SLOAN HOTLZMAN SAKAI, LLP					Total Check Amount:	\$590.00
181332	KEVIN ROSE	07/26/2019	28358	110404321	34TH MICA OPENING	\$200.00
		07/26/2019	28358	110404541	34TH MICA OPENING	\$100.00
KEVIN ROSE					Total Check Amount:	\$300.00
181333	WILL AND/OR ERMA SHAW	07/26/2019	20855	110	SWIM LESSON FEE REFND	\$7.00
WILL AND/OR ERMA SHAW					Total Check Amount:	\$7.00
181334	SO CAL MOTORCYCLES	07/26/2019	28636	110212132	INSTALL M/CYCLE LGHTS	\$409.30
SO CAL MOTORCYCLES					Total Check Amount:	\$409.30
181335	SO. CALIFORNIA FLEET SVCS. INC	07/26/2019	27570	480515161	1202 A/C REPAIR	\$2,183.02
		07/26/2019	27570	480515161	1520 A/C REPAIR	\$519.93
SO. CALIFORNIA FLEET SVCS. INC					Total Check Amount:	\$2,702.95
181336	SOUTH COAST AQMD	07/26/2019	10871	480515161	1914 AQMD REGISTRATION	\$217.32
SOUTH COAST AQMD					Total Check Amount:	\$217.32
181337	STATE FIRE TRAINING	07/26/2019	17013	110222231	STATE FIRE TRNG 2C	\$80.00
STATE FIRE TRAINING					Total Check Amount:	\$80.00
181338	CHERYL TALL	07/26/2019	22246	110404541	ARTGALLERY CONS SALES	\$14.00
CHERYL TALL					Total Check Amount:	\$14.00
181339	LAURA TELLO	07/26/2019	25732	110	SWIM LESSON FEE REFND	\$8.75
LAURA TELLO					Total Check Amount:	\$8.75
181340	TOXGUARD FLUID TECHNOLOGIES	07/26/2019	9130	480515161	COOLANT	\$775.72
TOXGUARD FLUID TECHNOLOGIES					Total Check Amount:	\$775.72
181341	TS GOVERNMENT SOLUTIONS, LLC	07/26/2019	28596	110404215	EQUIPMENT SVC CALL	\$361.41

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181341	TS GOVERNMENT SOLUTIONS, LLC	07/26/2019	28596	110404215	EXTENSION SEAT/PADS	\$879.82
TS GOVERNMENT SOLUTIONS, LLC					Total Check Amount:	\$1,241.23
181342	VERIZON CONNECT NWF, INC.	07/26/2019	25293	480515161	PW GPS FEES JUN 2019	\$893.00
VERIZON CONNECT NWF, INC.					Total Check Amount:	\$893.00
181343	WESTCOAST SHIRTWORKS, INC.	07/26/2019	22572	110515121	PUBLIC WORKS UNIFORMS	\$274.36
		07/26/2019	22572	110515125	PUBLIC WORKS UNIFORMS	\$274.36
		07/26/2019	22572	110515141	PUBLIC WORKS UNIFORMS	\$274.36
		07/26/2019	22572	110515144	PUBLIC WORKS UNIFORMS	\$274.36
		07/26/2019	22572	420515131	PUBLIC WORKS UNIFORMS	\$274.35
		07/26/2019	22572	430515123	PUBLIC WORKS UNIFORMS	\$274.35
WESTCOAST SHIRTWORKS, INC.					Total Check Amount:	\$1,646.14
181344	WESTERN AUDIO VISUAL	07/26/2019	24433	110111152	A/V MNT 082518-082419	\$2,613.00
WESTERN AUDIO VISUAL					Total Check Amount:	\$2,613.00
181345	XEROX CORPORATION	07/26/2019	3349	110141441	ADDRESS/LABL SW JUN19	\$108.00
		07/26/2019	3349	110141441	BLACK CPR/PRINTER JUN	\$493.54
		07/26/2019	3349	110141441	HI PERF COLOR CPR JUN	\$220.27
		07/26/2019	3349	110141441	HISPEED PRNTR/CPR JUN	\$2,712.31
		07/26/2019	3349	110141441	PROD CLRCPR/PRNTR JUN	\$1,938.83
		07/26/2019	3349	110141441	SOFTWARE MNT JUN19	\$116.00
XEROX CORPORATION					Total Check Amount:	\$5,588.95
Check Subtotal						\$231,093.75
V38351	ABBA TERMITE & PEST CONTROL	07/26/2019	15614	346515112	BEE HIVE REMOVAL	\$245.00
ABBA TERMITE & PEST CONTROL					Total Check Amount:	\$245.00
V38352	ADAMSON POLICE PRODUCTS	07/26/2019	4023	110212131	LESS LETHAL AMMO	\$3,825.13
ADAMSON POLICE PRODUCTS					Total Check Amount:	\$3,825.13
V38353	ADMINISTRATIVE & PROF	07/26/2019	3344	110	DED:4010 APEA MEMBR	\$576.00
ADMINISTRATIVE & PROF					Total Check Amount:	\$576.00
V38354	THE ADVANTAGE GROUP	07/26/2019	24539	110	DED:808B FSA DEPCAR	\$2,967.32
		07/26/2019	24539	110	DED:808C FSA UR MED	\$5,398.97
		07/26/2019	24539	110141481	FLEX ACCT FEES JUN19	\$374.00
THE ADVANTAGE GROUP					Total Check Amount:	\$8,740.29
V38355	AESTHETIC CONCRETE	07/26/2019	28089	110404541	ARTGALLERY CONS SALES	\$47.60
AESTHETIC CONCRETE					Total Check Amount:	\$47.60
V38356	ALTEC INDUSTRIES INC	07/26/2019	4668	480515161	LFT TRK BUCKET/DECALS	\$4,547.16
ALTEC INDUSTRIES INC					Total Check Amount:	\$4,547.16
V38357	ALTERNATIVE HOSE, INC.	07/26/2019	18488	480515161	FITTINGS	\$64.62
		07/26/2019	18488	480515161	SILICONE HOSE	\$49.45
		07/26/2019	18488	480515161	SILICONE HOSE ASSY	\$134.10

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ALTERNATIVE HOSE, INC.						Total Check Amount: \$248.17
V38358	ANAHEIM ICE MANAGEMENT	07/26/2019	15170	110404145	PARENT&ME ICE SKATING	\$44.00
ANAHEIM ICE MANAGEMENT						Total Check Amount: \$44.00
V38359	BEST LAWN MOWER SERVICE	07/26/2019	16230	480515161	EDGER BLADES	\$228.38
		07/26/2019	16230	480515161	LAWN EQPT PARTS	\$834.27
		07/26/2019	16230	480515161	RIDE MOWER BLADE/HW	\$480.07
BEST LAWN MOWER SERVICE						Total Check Amount: \$1,542.72
V38360	PIERRE BOUNAUD	07/26/2019	23814	110404541	ARTGALLERY CONS SALES	\$50.40
PIERRE BOUNAUD						Total Check Amount: \$50.40
V38361	BPSEA MEMORIAL FOUNDATION	07/26/2019	14990	110	DED:4050 MEMORIAL	\$222.00
BPSEA MEMORIAL FOUNDATION						Total Check Amount: \$222.00
V38362	BREA CITY EMPLOYEES ASSOCIATION	07/26/2019	3236	110	DED:4005 BCEA MEMBR	\$590.00
BREA CITY EMPLOYEES ASSOCIATION						Total Check Amount: \$590.00
V38363	BREA FIREFIGHTERS ASSOCIATION	07/26/2019	3237	110	DED:4016 ASSOC MEMB	\$8,230.50
BREA FIREFIGHTERS ASSOCIATION						Total Check Amount: \$8,230.50
V38364	BREA POLICE ASSOCIATION	07/26/2019	3769	110	DED:4030 BPA REG	\$3,400.00
BREA POLICE ASSOCIATION						Total Check Amount: \$3,400.00
V38365	BREA POLICE ATHLETIC LEAGUE	07/26/2019	1068	110	DED:5010 B.P.A.L.	\$120.00
BREA POLICE ATHLETIC LEAGUE						Total Check Amount: \$120.00
V38366	BREA POLICE MANAGEMENT ASSOCIATION	07/26/2019	21189	110	DED:4019 LDF MEMBRS	\$13.00
		07/26/2019	21189	110	DED:4020 PMA MEMBRS	\$195.00
BREA POLICE MANAGEMENT ASSOCIATION						Total Check Amount: \$208.00
V38367	C. WELLS PIPELINE MATERIALS INC	07/26/2019	13055	420515131	PLUMBING SUPPLIES	\$1,369.09
C. WELLS PIPELINE MATERIALS INC						Total Check Amount: \$1,369.09
V38368	CANNINGS ACE HARDWARE	07/26/2019	15828	480515161	SHOP SUPPLIES	\$46.37
		07/26/2019	15828	480515161	SPARE VEHICLE KEYS	\$8.09
CANNINGS ACE HARDWARE						Total Check Amount: \$54.46
V38369	CELL BUSINESS EQUIPMENT (CBE)	07/26/2019	23344	110141441	EXCESS COPY 3/31-6/29	\$266.20
CELL BUSINESS EQUIPMENT (CBE)						Total Check Amount: \$266.20
V38370	COMPUTER PROTECTION TECHNOLOGY, INC	07/26/2019	11898	475141471	19/20 UPS/BATT PR MNT	\$2,487.00
COMPUTER PROTECTION TECHNOLOGY, INC						Total Check Amount: \$2,487.00
V38371	CORE & MAIN LP	07/26/2019	27049	420515131	WATER METERS+ENCODERS	\$6,078.52
CORE & MAIN LP						Total Check Amount: \$6,078.52
V38372	CPSI - PROPERTY SPECIALISTS, INC.	07/26/2019	26951	510707251	57/LMBRT CONSULT JUN	\$2,329.19
CPSI - PROPERTY SPECIALISTS, INC.						Total Check Amount: \$2,329.19
V38373	CRITERION PICTURES USA, INC.	07/26/2019	26149	110404421	FAMILY FILMS 2019	\$275.00
CRITERION PICTURES USA, INC.						Total Check Amount: \$275.00
V38374	CUMMINS CAL PACIFIC LLC	07/26/2019	10996	480515161	1102 ENGINE REPAIR	\$841.00

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CUMMINS CAL PACIFIC LLC					Total Check Amount:	\$841.00
V38375	DANIELS TIRE SERVICE	07/26/2019	3133	480515161	FIRE TRUCK TIRES	\$417.52
		07/26/2019	3133	480515161	PW TRUCK TIRES	\$530.62
		07/26/2019	3133	480515161	TIRES	\$407.63
		07/26/2019	3133	480515161	TRUCK TIRES	\$4,605.68
DANIELS TIRE SERVICE					Total Check Amount:	\$5,961.45
V38376	DE LAGE LANDEN FINANCIAL SERVICES	07/26/2019	23311	110141441	SHARP DSPATCH JUN/JUL	\$238.50
		07/26/2019	23311	110141441	SHARP FS #1 JUN/JUL19	\$88.13
		07/26/2019	23311	110141441	SHARP FS #4 JUN/JUL19	\$88.13
		07/26/2019	23311	110141441	SHARP FS#2 JUN/JUL19	\$255.06
		07/26/2019	23311	110141441	SHARP SRCTR JUN/JUL19	\$238.51
DE LAGE LANDEN FINANCIAL SERVICES					Total Check Amount:	\$908.33
V38377	AMANDA DIAZ DBA PANACHE	07/26/2019	27402	110404541	ARTGALLERY CONS SALES	\$487.65
AMANDA DIAZ DBA PANACHE					Total Check Amount:	\$487.65
V38378	DOTY BROTHERS EQUIPMENT CO.	07/26/2019	26695	420515131	VAULT PLUMBING REPAIRS	\$3,660.47
DOTY BROTHERS EQUIPMENT CO.					Total Check Amount:	\$3,660.47
V38379	DUALGRAPHICS	07/26/2019	14494	110111151	BL ROUTE SLIPS:FALL19	\$271.46
		07/26/2019	14494	110111151	FALL 2019 BREA LINE	\$6,870.91
DUALGRAPHICS					Total Check Amount:	\$7,142.37
V38380	E.J. WARD INC	07/26/2019	11309	480515161	YARD FRONTGATE REPAIR	\$180.00
E.J. WARD INC					Total Check Amount:	\$180.00
V38381	EQUIPMENT DIRECT INC	07/26/2019	4522	110515141	SAFETY GEAR	\$199.74
EQUIPMENT DIRECT INC					Total Check Amount:	\$199.74
V38382	ERIN VAUGHAN ILLUSTRATION	07/26/2019	26610	110404541	ARTGALLERY CONS SALES	\$70.34
ERIN VAUGHAN ILLUSTRATION					Total Check Amount:	\$70.34
V38383	GAIL EVERTSEN	07/26/2019	10141	110212111	JULY 2019 MILEAGE	\$24.24
GAIL EVERTSEN					Total Check Amount:	\$24.24
V38384	EWING IRRIGATION PRODUCTS, INC.	07/26/2019	5807	110515141	FERTILIZER/GRASS SEED	\$520.49
		07/26/2019	5807	110515141	IRRIGATION PARTS/TOOLS	\$103.34
EWING IRRIGATION PRODUCTS, INC.					Total Check Amount:	\$623.83
V38385	EXTERMINETICS OF SO CALIF INC	07/26/2019	3298	110515125	PEST CONTROL SVCS JUN	\$444.00
		07/26/2019	3298	110515125	PEST CONTROL SVCS MAY	\$324.00
		07/26/2019	3298	110515141	PEST CONTROL SVCS JUN	\$180.00
		07/26/2019	3298	110515141	PEST CONTROL SVCS MAY	\$180.00
		07/26/2019	3298	420515131	PEST CONTROL SVCS JUN	\$100.00
		07/26/2019	3298	420515131	PEST CONTROL SVCS MAY	\$100.00
		07/26/2019	3298	490515151	BCC PLAYGRND PEST CTL	\$60.00
		07/26/2019	3298	490515151	PEST CONTROL SVCS JUN	\$1,460.00
		07/26/2019	3298	490515151	PEST CONTROL SVCS MAY	\$1,150.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
EXTERMINETICS OF SO CALIF INC					Total Check Amount:	\$3,998.00
V38386	FACTORY MOTOR PARTS COMPANY	07/26/2019	3504	480515161	CLEANERS/OILS	\$34.90
		07/26/2019	3504	480515161	DODGE DASH SWITCH	\$62.19
		07/26/2019	3504	480515161	OIL STABLR, W/S WSHR	\$30.21
		07/26/2019	3504	480515161	WPR BLDS/BRAKE CLEANR	\$55.33
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$182.63
V38387	FIX AUTO LA HABRA	07/26/2019	28720	480515161	1214 PAINT ROOF	\$2,491.80
		07/26/2019	28720	480515161	957 ACCIDENT REPAIR	\$2,322.37
FIX AUTO LA HABRA					Total Check Amount:	\$4,814.17
V38388	FULL COMPASS SYSTEMS, LTD	07/26/2019	28705	110404542	COM SYSTEM BELT PACK	\$604.73
		07/26/2019	28705	110404542	COM SYSTEM HEAD SETS	\$497.83
FULL COMPASS SYSTEMS, LTD					Total Check Amount:	\$1,102.56
V38389	FUN WITH HORSES	07/26/2019	15171	110404145	PRESCHOOL HORSE FUN	\$510.00
FUN WITH HORSES					Total Check Amount:	\$510.00
V38390	GALE SUPPLY COMPANY	07/26/2019	21090	110515141	JANITORIAL SUPPLIES	\$359.06
		07/26/2019	21090	110515144	JANITORIAL SUPPLIES	\$119.69
GALE SUPPLY COMPANY					Total Check Amount:	\$478.75
V38391	DON GOLDEN	07/26/2019	10729	110000000	INSP SVCS 7/4-7/17/19	\$6,615.81
		07/26/2019	10729	110323242	INSP SVCS 7/4-7/17/19	\$240.86
DON GOLDEN					Total Check Amount:	\$6,856.67
V38392	GRAINGER	07/26/2019	13634	110515141	JANITORIAL SUPPLIES	\$355.33
		07/26/2019	13634	480515161	POLY GLOVES	\$10.91
		07/26/2019	13634	480515161	WATER COOLERS	\$146.05
GRAINGER					Total Check Amount:	\$512.29
V38393	HAAKER EQUIPMENT CO.	07/26/2019	4297	480515161	BANDLOCKS	\$464.28
		07/26/2019	4297	480515161	CREDIT:INV #C52007	(\$464.28)
		07/26/2019	4297	480515161	HEADSET REPAIR	\$200.00
		07/26/2019	4297	480515161	PRSSURE WSHR COIL RPR	\$547.73
		07/26/2019	4297	480515161	QUICK CLAMPS	\$215.50
		07/26/2019	4297	480515161	VACTOR TRK REEL SHAFT	\$853.80
HAAKER EQUIPMENT CO.					Total Check Amount:	\$1,817.03
V38394	IMPERIAL SPRINKLER SUPPLY	07/26/2019	24260	110515141	IRRIGATION PARTS	\$400.85
		07/26/2019	24260	110515144	IRRIGATION PARTS	\$336.58
IMPERIAL SPRINKLER SUPPLY					Total Check Amount:	\$737.43
V38395	INFOSEND, INC.	07/26/2019	19016	110222231	INSERT:"NO FIREWORKS"	\$54.54
		07/26/2019	19016	110404421	INSERT:COUNTRY FAIR	\$54.53
		07/26/2019	19016	110404421	INSERT:FAMILY FILMS	\$54.53
		07/26/2019	19016	110404542	INSERT:CONCERTS	\$54.54
		07/26/2019	19016	420141421	WATER:JUN19 PRNT/MAIL	\$1,503.09

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V38395	INFOSEND, INC.	07/26/2019	19016	420141421	WATER:MAY19 POSTAGE	\$4,216.65
INFOSEND, INC.						Total Check Amount: \$5,937.88
V38396	KASEYA AUTOMATING IT	07/26/2019	20748	460141474	19/20 CORE ANNUAL MNT	\$6,912.60
		07/26/2019	20748	475141471	19/20 CORE ANNUAL MNT	\$2,500.00
KASEYA AUTOMATING IT						Total Check Amount: \$9,412.60
V38397	DANYELL LAGRAFFE	07/26/2019	27892	110404541	ARTGALLERY CONS SALES	\$136.50
DANYELL LAGRAFFE						Total Check Amount: \$136.50
V38398	LAND CONCERN, LTD	07/26/2019	22942	510707936	PLAN COPIES MAY19	\$527.50
		07/26/2019	22942	510707936	PLAN DOCS MAR/APR	\$9,192.50
LAND CONCERN, LTD						Total Check Amount: \$9,720.00
V38399	MEREDITH K LASKOW	07/26/2019	5178	110404145	ARTGALLERY CONS SALES	\$38.50
MEREDITH K LASKOW						Total Check Amount: \$38.50
V38400	CHRISTINA LEONETTE	07/26/2019	28711	110404541	ARTGALLERY CONS SALES	\$88.59
CHRISTINA LEONETTE						Total Check Amount: \$88.59
V38401	LINCOLN AQUATICS	07/26/2019	17902	110404422	SODIUM BICARBONATE	\$1,200.62
		07/26/2019	17902	490515151	BABY POOL PLASTER RPR	\$1,250.00
		07/26/2019	17902	490515151	SC ON 29450964	\$18.01
LINCOLN AQUATICS						Total Check Amount: \$2,468.63
V38402	LOS ANGELES TRUCK CENTERS, LLC	07/26/2019	7300	480515161	1322 AIR BRAKE REPAIR	\$850.89
		07/26/2019	7300	480515161	TURN SIGNAL SWITCH	\$242.22
LOS ANGELES TRUCK CENTERS, LLC						Total Check Amount: \$1,093.11
V38403	MAR-CO EQUIPMENT COMPANY	07/26/2019	20329	480515161	VACTOR HOSE CLAMPS	\$81.71
MAR-CO EQUIPMENT COMPANY						Total Check Amount: \$81.71
V38404	PAMELA MASICK	07/26/2019	28359	110404541	ARTGALLERY CONS SALES	\$78.63
PAMELA MASICK						Total Check Amount: \$78.63
V38405	TAWNY MCCANN	07/26/2019	27895	110404541	ARTGALLERY CONS SALES	\$88.40
TAWNY MCCANN						Total Check Amount: \$88.40
V38406	AVESHA MICHAEL	07/26/2019	28088	110404541	ARTGALLERY CONS SALES	\$56.00
AVESHA MICHAEL						Total Check Amount: \$56.00
V38407	MINER, LTD	07/26/2019	27173	490515151	DOOR REPAIR @ FS3	\$375.30
MINER, LTD						Total Check Amount: \$375.30
V38408	MUNISERVICES, LLC	07/26/2019	10627	110141422	DISCOVERY SVCS MAY19	\$12.70
		07/26/2019	10627	110141424	STARS SVC 2018 QTR 4	\$1,250.00
		07/26/2019	10627	110141424	SUTA SVCS 2019 QTR 1	\$16,678.40
MUNISERVICES, LLC						Total Check Amount: \$17,941.10
V38409	NORDIC FOX DESIGN CO., LLC	07/26/2019	28087	110404541	ARTGALLERY CONS SALES	\$46.68
NORDIC FOX DESIGN CO., LLC						Total Check Amount: \$46.68
V38410	ORANGE COUNTY UNITED WAY	07/26/2019	3451	110	DED:5005 UNITED WAY	\$12.40
ORANGE COUNTY UNITED WAY						Total Check Amount: \$12.40

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38411	PACIFIC COAST ENTERTAINMENT	07/26/2019	21588	110404542	LIGHT RENTAL 7/10-31	\$81.60
PACIFIC COAST ENTERTAINMENT					Total Check Amount:	\$81.60
V38412	THE PAPER COMPANY	07/26/2019	20078	110404421	BREA FEST PLATES+CUPS	\$457.29
THE PAPER COMPANY					Total Check Amount:	\$457.29
V38413	SCARLET PEÑALOZA	07/26/2019	27890	110404541	ARTGALLERY CONS SALES	\$21.00
SCARLET PEÑALOZA					Total Check Amount:	\$21.00
V38414	PLACEWORKS, INC.	07/26/2019	26720	110323231	CALTRANS BCORE JUN19	\$13,117.50
		07/26/2019	26720	110323231	CALTRANS BCORE MAY19	\$9,766.39
PLACEWORKS, INC.					Total Check Amount:	\$22,883.89
V38415	R.H.F. INC.	07/26/2019	5713	110212131	NHTSA RECERT/TESTING	\$85.00
R.H.F. INC.					Total Check Amount:	\$85.00
V38416	MONICA RINCON	07/26/2019	27401	110404541	ARTGALLERY CONS SALES	\$203.00
MONICA RINCON					Total Check Amount:	\$203.00
V38417	CHARLES ROBERT	07/26/2019	24585	110404145	YOUTH KUNG FU	\$25.00
CHARLES ROBERT					Total Check Amount:	\$25.00
V38418	RUST AND ROZE	07/26/2019	28714	110404541	ARTGALLERY CONS SALES	\$131.25
RUST AND ROZE					Total Check Amount:	\$131.25
V38419	SC FUELS	07/26/2019	16654	480515161	REG ETH 3986 GAL	\$12,407.47
		07/26/2019	16654	480515161	REG ETH 4031 GAL	\$11,831.94
SC FUELS					Total Check Amount:	\$24,239.41
V38420	ROBERT SCHULTZ	07/26/2019	28354	110404541	ARTGALLERY CONS SALES	\$70.00
ROBERT SCHULTZ					Total Check Amount:	\$70.00
V38421	SITEONE LANDSCAPE SUPPLY, LLC	07/26/2019	25942	110515141	IRRIGATION PARTS	\$192.76
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$192.76
V38422	DONNA SMITH	07/26/2019	26136	110404145	DANCE CLASSES	\$180.00
DONNA SMITH					Total Check Amount:	\$180.00
V38423	AIMEE SONES	07/26/2019	24801	110404541	ARTGALLERY CONS SALES	\$42.00
AIMEE SONES					Total Check Amount:	\$42.00
V38424	SOUTH COAST EMERGENCY VEHICLE SVC	07/26/2019	18619	480515161	DOOR WEBBING	\$57.15
SOUTH COAST EMERGENCY VEHICLE SVC					Total Check Amount:	\$57.15
V38425	STAPLES TECHNOLOGY SOLUTIONS	07/26/2019	22888	110404311	TONER	\$675.76
		07/26/2019	22888	110404311	TONERS	\$1,014.53
STAPLES TECHNOLOGY SOLUTIONS					Total Check Amount:	\$1,690.29
V38426	SUPERION, LLC	07/26/2019	26879	475141471	ASP BACKUP SVCS JUN19	\$1,908.30
		07/26/2019	26879	475141471	ASP BACKUP SVCS MAY19	\$1,908.30
SUPERION, LLC					Total Check Amount:	\$3,816.60
V38427	SUPERIOR ALARM SYSTEMS	07/26/2019	11074	110404211	BCC ALARM JUL-SEPT19	\$210.00
SUPERIOR ALARM SYSTEMS					Total Check Amount:	\$210.00
V38428	SWANK MOTION PICTURES, INC.	07/26/2019	10080	110404421	FAMILY FILMS 2019	\$2,135.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
SWANK MOTION PICTURES, INC.					Total Check Amount:	\$2,135.00
V38429	LI SHA TAN	07/26/2019	28085	110404541	ARTGALLERY CONS SALES	\$22.40
LI SHA TAN					Total Check Amount:	\$22.40
V38430	JACKIE TEMPLIN	07/26/2019	24802	110404541	ARTGALLERY CONS SALES	\$70.00
JACKIE TEMPLIN					Total Check Amount:	\$70.00
V38431	THOMSON REUTERS - WEST	07/26/2019	22020	110212121	WEST INFO CHGS JUN19	\$379.46
THOMSON REUTERS - WEST					Total Check Amount:	\$379.46
V38432	THYSSENKRUPP ELEVATOR	07/26/2019	10308	110515125	DT PS1 ELEV JUL-SEP19	\$1,704.18
		07/26/2019	10308	110515125	DT PS2 ELEV JUL-SEP19	\$1,704.18
		07/26/2019	10308	110515125	DT PS3 ELEV JUL-SEP19	\$1,710.00
THYSSENKRUPP ELEVATOR					Total Check Amount:	\$5,118.36
V38433	HEIDI TIEU	07/26/2019	28360	110404541	ARTGALLERY CONS SALES	\$35.00
HEIDI TIEU					Total Check Amount:	\$35.00
V38434	TMK INDUSTRIAL FASTENERS	07/26/2019	20181	420515131	S.S. NUTS AND BOLTS	\$1,566.15
TMK INDUSTRIAL FASTENERS					Total Check Amount:	\$1,566.15
V38435	TROPICAL PLAZA NURSERY, INC	07/26/2019	2062	343515112	TREE BRANCH REMOVAL	\$100.00
		07/26/2019	2062	360515146	TREE TRIM/WEED ABTMNT	\$2,300.00
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$2,400.00
V38436	TRUE TINT WINDOW TINTING	07/26/2019	28281	490515152	WINDOW TINTING @ FS1	\$1,435.00
TRUE TINT WINDOW TINTING					Total Check Amount:	\$1,435.00
V38437	TURBO DATA SYSTEMS, INC.	07/26/2019	1472	110212122	CITATION PROC JUN19	\$1,369.06
TURBO DATA SYSTEMS, INC.					Total Check Amount:	\$1,369.06
V38438	JORDAN TYSON	07/26/2019	27893	110404541	ARTGALLERY CONS SALES	\$109.18
JORDAN TYSON					Total Check Amount:	\$109.18
V38439	UNICORN CRAFTS	07/26/2019	27894	110404541	ARTGALLERY CONS SALES	\$216.15
UNICORN CRAFTS					Total Check Amount:	\$216.15
V38440	UNITED ROTARY BRUSH CORPORATION	07/26/2019	16649	480515161	SWEEPER BROOM	\$117.85
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$117.85
V38441	US METRO GROUP, INC.	07/26/2019	24814	110515125	PORTERS:CAR SHOW 6/16	\$384.38
US METRO GROUP, INC.					Total Check Amount:	\$384.38
V38442	VALLEY POWER SYSTEMS, INC.	07/26/2019	16506	480515161	HOSE AND SENSOR	\$132.06
VALLEY POWER SYSTEMS, INC.					Total Check Amount:	\$132.06
V38443	VENDINI	07/26/2019	24179	110404542	JUNE 2019 TICKET FEES	\$429.97
VENDINI					Total Check Amount:	\$429.97
V38444	VERSATILE INFORMATION PRODUCTS, INC.	07/26/2019	19165	110212131	19/20PUMA SW/SRVR MNT	\$5,163.00
VERSATILE INFORMATION PRODUCTS, INC.					Total Check Amount:	\$5,163.00
V38445	VISTA PAINT CORPORATION	07/26/2019	4573	420515131	CREDIT:#201993478000	(\$31.61)
		07/26/2019	4573	420515131	CREDIT:#201994713700	(\$141.80)
		07/26/2019	4573	420515131	PAINT	\$824.91

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VISTA PAINT CORPORATION						Total Check Amount: \$651.50
V38446	WAXIE SANITARY SUPPLY	07/26/2019	3332	110212131	10 CS HAND SOAP	\$364.84
		07/26/2019	3332	110515141	16 CASES STD ROLLS	\$767.87
WAXIE SANITARY SUPPLY						Total Check Amount: \$1,132.71
V38447	WEST COAST ARBORISTS, INC.	07/26/2019	1556	110515125	TREE TRIM 5/16-5/31	\$1,593.30
		07/26/2019	1556	110515142	TREE REMOVAL 6/1-6/15	\$4,209.62
		07/26/2019	1556	110515142	TREE TRIM 5/16-5/31	\$649.62
		07/26/2019	1556	110515142	TREE TRIM 6/16-6/30	\$2,477.36
		07/26/2019	1556	510707922	TREE REMOVAL 6/1-6/15	\$412.80
WEST COAST ARBORISTS, INC.						Total Check Amount: \$9,342.70
V38448	STACY LEE WONG	07/26/2019	28091	110404541	ARTGALLERY CONS SALES	\$51.60
STACY LEE WONG						Total Check Amount: \$51.60
V38449	ZOLL MEDICAL CORPORATION	07/26/2019	23538	174222222	PM SUPPLIES FS1	\$2,506.30
ZOLL MEDICAL CORPORATION						Total Check Amount: \$2,506.30
Voucher Subtotal						\$223,335.48
TOTAL						\$454,429.23

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181346	ALTA RESOURCES	08/02/2019	24489	110000000	DEVELOPER FEE REFUND	\$555.64
ALTA RESOURCES					Total Check Amount:	\$555.64
181347	AT&T	08/02/2019	25117	110000000	DEVELOPER FEE REFUND	\$42.83
AT&T					Total Check Amount:	\$42.83
181348	THE BANK OF NEW YORK MELLON	08/02/2019	16062	930141424	CONTRL ACCT APR-JUN19	\$2,450.64
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$2,450.64
181349	SHRIJANA BASNET	08/02/2019	28727	110	SWIM LESSON FEE REFND	\$15.75
SHRIJANA BASNET					Total Check Amount:	\$15.75
181350	AL BEE	08/02/2019	13716	110404215	SING/DANCE/ACT 2019	\$3,372.00
AL BEE					Total Check Amount:	\$3,372.00
181351	DARCEY BERNIER	08/02/2019	28728	110	SWIM LESSON FEE REFND	\$14.00
DARCEY BERNIER					Total Check Amount:	\$14.00
181352	FRANCIS BONALES	08/02/2019	28736	110	SWIM LESSON FEE REFND	\$7.00
FRANCIS BONALES					Total Check Amount:	\$7.00
181353	BPI BREA LLC	08/02/2019	22884	110000000	DEVELOPER FEE REFUND	\$319.90
BPI BREA LLC					Total Check Amount:	\$319.90
181354	NIGEL BRAMICH	08/02/2019	26934	110000000	DEVELOPER FEE REFUND	\$88.00
NIGEL BRAMICH					Total Check Amount:	\$88.00
181355	BREA CENTER GARP LLC	08/02/2019	24277	110000000	DEVELOPER FEE REFUND	\$571.35
BREA CENTER GARP LLC					Total Check Amount:	\$571.35
181356	BREA CORPORATE PARK	08/02/2019	16123	110000000	DEVELOPER FEE REFUND	\$151.13
BREA CORPORATE PARK					Total Check Amount:	\$151.13
181357	BREA OLINDA UNIFIED SCHOOL DISTRICT	08/02/2019	1970	110404428	BREA CH PARK 6/17	\$207.24
		08/02/2019	1970	110404428	BREA CH PARK 6/24	\$144.17
		08/02/2019	1970	110404428	CALIF ADVENTURE 6/20	\$618.18
		08/02/2019	1970	110404428	KNTTS BERRY FARM 6/27	\$766.92
BREA OLINDA UNIFIED SCHOOL DISTRICT					Total Check Amount:	\$1,736.51
181358	BREA UNION PLAZA 1 LLC	08/02/2019	25703	110000000	DEVELOPER FEE REFUND	\$500.88
BREA UNION PLAZA 1 LLC					Total Check Amount:	\$500.88
181359	VERONICA CABALLERO	08/02/2019	21813	110	BCC ACCT BAL REFUND	\$160.00
VERONICA CABALLERO					Total Check Amount:	\$160.00
181360	CALIFORNIA NEWSPAPER PARTNERSHIP	08/02/2019	26287	110000000	LEGAL NOTICES MAY19	\$447.00
		08/02/2019	26287	110111161	LEGAL NOTICES JUN19	\$219.00
		08/02/2019	26287	110111161	LEGAL NOTICES MAY2019	\$111.00
		08/02/2019	26287	341515112	LEGAL NOTICES MAY2019	\$330.54
		08/02/2019	26287	342515112	LEGAL NOTICES MAY2019	\$309.00
		08/02/2019	26287	343515112	LEGAL NOTICES MAY2019	\$315.27
		08/02/2019	26287	344515112	LEGAL NOTICES MAY2019	\$309.00
		08/02/2019	26287	345515112	LEGAL NOTICES MAY2019	\$315.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181360	CALIFORNIA NEWSPAPER PARTNERSHIP	08/02/2019	26287	346515112	LEGAL NOTICES MAY2019	\$321.00
		08/02/2019	26287	347515112	LEGAL NOTICES MAY2019	\$324.00
CALIFORNIA NEWSPAPER PARTNERSHIP					Total Check Amount:	\$3,000.81
181361	PABLO CERVANTES	08/02/2019	28724	110	SWIM LESSON FEE REFND	\$14.00
PABLO CERVANTES					Total Check Amount:	\$14.00
181362	SUMAN NA CHAKRABORTY	08/02/2019	28244	110000000	PD REPORT REQ REFUND	\$3.00
SUMAN NA CHAKRABORTY					Total Check Amount:	\$3.00
181363	JEAN CHAN	08/02/2019	28730	110	SWIM LESSON FEE REFND	\$21.00
JEAN CHAN					Total Check Amount:	\$21.00
181364	JACKIE DE CHAVES	08/02/2019	28726	110	SWIM LESSON FEE REFND	\$14.00
JACKIE DE CHAVES					Total Check Amount:	\$14.00
181365	KYLE CHAVEZ	08/02/2019	28739	110	SWIM LESSON FEE REFND	\$7.00
KYLE CHAVEZ					Total Check Amount:	\$7.00
181366	CHRIST LUTHERAN CHURCH AND SCHOOL	08/02/2019	15163	110000000	DEVELOPER FEE REFUND	\$726.63
CHRIST LUTHERAN CHURCH AND SCHOOL					Total Check Amount:	\$726.63
181367	DIANE CLAYBAUGH	08/02/2019	28747	110	BCC ACCT BAL REFUND	\$120.75
DIANE CLAYBAUGH					Total Check Amount:	\$120.75
181368	CHRIS COOPER	08/02/2019	24040	110000000	DEVELOPER FEE REFUND	\$262.27
CHRIS COOPER					Total Check Amount:	\$262.27
181369	THE COUNSELING TEAM INTERNATIONAL	08/02/2019	13933	110222221	EMPL SUPPRT SVCS:JUN	\$440.00
THE COUNSELING TEAM INTERNATIONAL					Total Check Amount:	\$440.00
181370	COUNTY OF ORANGE	08/02/2019	4799	110212122	PRKNG CITATIONS JUN19	\$5,043.50
COUNTY OF ORANGE					Total Check Amount:	\$5,043.50
181371	DEPT OF RESOURCES, RECYCLING AND	08/02/2019	28471	440515122	CTY/CNTY PRGM UNSPENT	\$11,196.00
DEPT OF RESOURCES, RECYCLING AND					Total Check Amount:	\$11,196.00
181372	BONNIE DIPLOCK	08/02/2019	28740	110	SWIM LESSON FEE REFND	\$8.75
BONNIE DIPLOCK					Total Check Amount:	\$8.75
181373	DOUG MARTIN CONTRACTING INC	08/02/2019	4512	420000000	CLOSED WATER ACCOUNT	\$2,257.34
DOUG MARTIN CONTRACTING INC					Total Check Amount:	\$2,257.34
181374	DAVID AND/OR NANCY DOWNING	08/02/2019	27368	110000000	DEVELOPER FEE REFUND	\$230.74
DAVID AND/OR NANCY DOWNING					Total Check Amount:	\$230.74
181375	SOUTHERN CALIFORNIA EDISON	08/02/2019	3343	110515121	ELECTRICITY	\$4,064.84
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$4,064.84
181376	LIJIE FAN	08/02/2019	28744	110	BCC ACCT BAL REFUND	\$24.00
LIJIE FAN					Total Check Amount:	\$24.00
181377	FENIANS MUSIC	08/02/2019	28463	110404542	CONCERT:CH PARK 8/7	\$1,800.00
FENIANS MUSIC					Total Check Amount:	\$1,800.00
181378	KATHYA FIRLIK	08/02/2019	28733	110	SWIM LESSON FEE REFND	\$7.00

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KATHYA FIRLIK					Total Check Amount:	\$7.00
181379	KATHLEEN AND/OR VALENTIN GARCIA	08/02/2019	22009	110000000	DEVELOPER FEE REFUND	\$297.75
KATHLEEN AND/OR VALENTIN GARCIA					Total Check Amount:	\$297.75
181380	THE GAS COMPANY	08/02/2019	3749	490515151	GAS	\$101.34
THE GAS COMPANY					Total Check Amount:	\$101.34
181381	GATEWAY URGENT CARE CENTER	08/02/2019	27352	110141481	DOT PHYSICALS	\$80.00
GATEWAY URGENT CARE CENTER					Total Check Amount:	\$80.00
181382	GABRIELA AND/OR GONZALEZ	08/02/2019	21475	110000000	DEVELOPER FEE REFUND	\$602.18
GABRIELA AND/OR GONZALEZ					Total Check Amount:	\$602.18
181383	KELLY AND/OR DARIC GROVE	08/02/2019	26535	110000000	DEVELOPER FEE REFUND	\$107.37
KELLY AND/OR DARIC GROVE					Total Check Amount:	\$107.37
181384	JACK HAY	08/02/2019	22798	110000000	DEVELOPER FEE REFUND	\$187.40
JACK HAY					Total Check Amount:	\$187.40
181385	HERE DESIGN STUDIO, LLC	08/02/2019	28722	110323231	ENVISION FEB-APR19	\$3,721.29
HERE DESIGN STUDIO, LLC					Total Check Amount:	\$3,721.29
181386	HF&H CONSULTANTS, LLC	08/02/2019	27542	440515122	SOLIDWASTE SVCS JUN19	\$328.50
HF&H CONSULTANTS, LLC					Total Check Amount:	\$328.50
181387	ADEL HUSAIN	08/02/2019	28323	110000000	DEVELOPER FEE REFUND	\$174.70
ADEL HUSAIN					Total Check Amount:	\$174.70
181388	INTELLI-TECH	08/02/2019	8774	475141471	19/20 NETSCOUT MAINT	\$3,980.00
		08/02/2019	8774	475141471	BARRACUDA 19/20 CLOUD	\$15,065.00
		08/02/2019	8774	475141471	BARRACUDA 19/20 ENERG	\$5,423.00
		08/02/2019	8774	475141471	BARRACUDA 19/20 REPL	\$6,628.00
		08/02/2019	8774	475141471	HP M227 PRINTER	\$212.27
INTELLI-TECH					Total Check Amount:	\$31,308.27
181389	INTERNATIONAL CODE COUNCIL (ICC)	08/02/2019	18336	110323241	2019 CA CODES LSE LF	\$5,933.79
		08/02/2019	18336	110323241	2019 CA ELCTRCAL CODE	\$1,706.76
		08/02/2019	18336	110323241	2019 CA FIRE/RES CODE	\$2,009.54
INTERNATIONAL CODE COUNCIL (ICC)					Total Check Amount:	\$9,650.09
181390	IPERS BREA	08/02/2019	28682	110000000	DEVELOPER FEE REFUND	\$474.70
IPERS BREA					Total Check Amount:	\$474.70
181391	JENNIFER IRELAND	08/02/2019	28745	110	BCC ACCT BAL REFUND	\$132.50
JENNIFER IRELAND					Total Check Amount:	\$132.50
181392	SHARON JACKSON	08/02/2019	28732	110	SWIM LESSON FEE REFND	\$7.00
SHARON JACKSON					Total Check Amount:	\$7.00
181393	JART DIRECT MAIL SERVICES	08/02/2019	8634	110404541	CPSA SHOWCARD MAILING	\$952.51
JART DIRECT MAIL SERVICES					Total Check Amount:	\$952.51
181394	CARA JONES	08/02/2019	28741	110	SWIM LESSON FEE REFND	\$7.00
CARA JONES					Total Check Amount:	\$7.00

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181395	CHARLES KEELING	08/02/2019	4274	110404541	ARTGALLERY CONS SALES	\$112.00
CHARLES KEELING					Total Check Amount:	\$112.00
181396	SUNG HOON KIM	08/02/2019	22197	110000000	DEVELOPER FEE REFUND	\$140.50
SUNG HOON KIM					Total Check Amount:	\$140.50
181397	WILLIAM F. KIMBLE	08/02/2019	28072	420000000	CLOSED WATER ACCOUNT	\$26.05
WILLIAM F. KIMBLE					Total Check Amount:	\$26.05
181398	LEE KRICHMAR	08/02/2019	20862	110000000	DEVELOPER FEE REFUND	\$311.50
LEE KRICHMAR					Total Check Amount:	\$311.50
181399	ROB KWOK	08/02/2019	28489	110000000	DEVELOPER FEE REFUND	\$87.13
ROB KWOK					Total Check Amount:	\$87.13
181400	NOELLE LAI	08/02/2019	28746	110	BCC ACCT BAL REFUND	\$93.00
NOELLE LAI					Total Check Amount:	\$93.00
181401	LANGUAGE LINE SERVICES	08/02/2019	19704	110212133	OTP INTERPRETATION	\$6.58
LANGUAGE LINE SERVICES					Total Check Amount:	\$6.58
181402	JERRY AND/OR WANDA LAY	08/02/2019	28755	110	CANCEL SR PASS #1298	\$159.00
		08/02/2019	28755	110	CANCEL:SR PASS #1299	\$159.00
JERRY AND/OR WANDA LAY					Total Check Amount:	\$318.00
181403	LINDA LEE	08/02/2019	28748	110	BCC ACCT BAL REFUND	\$22.50
LINDA LEE					Total Check Amount:	\$22.50
181404	SANG LEE	08/02/2019	23975	110000000	DEVELOPER FEE REFUND	\$95.02
SANG LEE					Total Check Amount:	\$95.02
181405	SERGIO LOPEZ	08/02/2019	28725	110	SWIM LESSON FEE REFND	\$21.00
SERGIO LOPEZ					Total Check Amount:	\$21.00
181406	JENNIFER MABINI	08/02/2019	28735	110	SWIM LESSON FEE REFND	\$7.00
JENNIFER MABINI					Total Check Amount:	\$7.00
181407	PAUL MAGDALENO	08/02/2019	28752	110	REFUND:LEGO CAMP	\$190.00
PAUL MAGDALENO					Total Check Amount:	\$190.00
181408	MAUREEN KANE & ASSOCIATES, INC.	08/02/2019	23764	110111161	TECH TRNG FOR CLERKS	\$1,550.00
MAUREEN KANE & ASSOCIATES, INC.					Total Check Amount:	\$1,550.00
181409	JENNIFER MCGUINNESS	08/02/2019	28751	110	REFUND:PARENT&ME SWIM	\$65.00
JENNIFER MCGUINNESS					Total Check Amount:	\$65.00
181410	MEDPOST URGENT CARE - BREA	08/02/2019	27547	110141481	HR MED SVCS JUNE 2019	\$65.00
MEDPOST URGENT CARE - BREA					Total Check Amount:	\$65.00
181411	MEDPOST URGENT CARE - BREA	08/02/2019	27547	110141481	HR MED SVCS JUNE 2019	\$1,055.00
MEDPOST URGENT CARE - BREA					Total Check Amount:	\$1,055.00
181412	ROBYN MILLER	08/02/2019	28734	110	SWIM LESSON FEE REFND	\$7.00
ROBYN MILLER					Total Check Amount:	\$7.00
181413	GLENN MITCHELL	08/02/2019	28749	110	BCC ACCT BAL REFUND	\$155.00
GLENN MITCHELL					Total Check Amount:	\$155.00

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181414	WAAD J NADHIR	08/02/2019	22887	110000000	DEVELOPER FEE REFUND	\$627.45
WAAD J NADHIR					Total Check Amount:	\$627.45
181415	KEVIN J NAGLE	08/02/2019	26863	110000000	DEVELOPER FEE REFUND	\$292.35
KEVIN J NAGLE					Total Check Amount:	\$292.35
181416	NATIONWIDE	08/02/2019	26819	110000000	DEVELOPER FEE REFUND	\$673.07
NATIONWIDE					Total Check Amount:	\$673.07
181417	NETMOTION SOFTWARE INC.	08/02/2019	14613	475141471	NM MOBILITY PREM MNT	\$9,068.06
NETMOTION SOFTWARE INC.					Total Check Amount:	\$9,068.06
181418	JASON NG	08/02/2019	28723	110	SWIM LESSON FEE REFND	\$21.00
JASON NG					Total Check Amount:	\$21.00
181419	KIM O'BRIEN	08/02/2019	28505	110	RENTAL DEPOSIT REFUND	\$500.00
KIM O'BRIEN					Total Check Amount:	\$500.00
181420	OFFICE DEPOT, INC	08/02/2019	4743	110111161	OFFICE SUPPLIES	\$350.33
		08/02/2019	4743	110212111	OFFICE SUPPLIES	\$111.05
		08/02/2019	4743	110212111	TFC CORP OFFCE SUPPLS	\$41.21
		08/02/2019	4743	110222211	OFFICE SUPPLIES	\$37.30
		08/02/2019	4743	110404311	OFFICE SUPPLIES	\$540.42
OFFICE DEPOT, INC					Total Check Amount:	\$1,080.31
181421	OLEN POINTE BREA CORP	08/02/2019	10954	110000000	DEVELOPER FEE REFUND	\$908.00
OLEN POINTE BREA CORP					Total Check Amount:	\$908.00
181422	P.L. HAWN COMPANY, INC.	08/02/2019	10742	490515151	HVAC FILTERS	\$541.05
P.L. HAWN COMPANY, INC.					Total Check Amount:	\$541.05
181423	DIANA PAI	08/02/2019	25241	110000000	DEVELOPER FEE REFUND	\$252.60
DIANA PAI					Total Check Amount:	\$252.60
181424	PLUMBING WHOLESALE OUTLET, INC.	08/02/2019	18392	490515151	SLOAN PARTS	\$32.10
PLUMBING WHOLESALE OUTLET, INC.					Total Check Amount:	\$32.10
181425	LAURA POLANCO	08/02/2019	28738	110	SWIM LESSON FEE REFND	\$7.00
LAURA POLANCO					Total Check Amount:	\$7.00
181426	PREFERRED AERIAL & CRANE TECH., INC	08/02/2019	12958	480515161	27022AERIAL INSP/TEST	\$325.00
PREFERRED AERIAL & CRANE TECH., INC					Total Check Amount:	\$325.00
181427	PUENTE HILLS FORD	08/02/2019	25742	480515161	BUMPER	\$374.10
		08/02/2019	25742	480515161	COOLANT RESERVOIR	\$41.61
		08/02/2019	25742	480515161	LAMP/HOUSING ASSEMBLY	\$131.76
		08/02/2019	25742	480515161	TRAY/SPACER	\$95.94
PUENTE HILLS FORD					Total Check Amount:	\$643.41
181428	PULTE GROUP	08/02/2019	27355	420000000	CLOSED WATER ACCOUNT	\$23.90
PULTE GROUP					Total Check Amount:	\$23.90
181429	DANNY RAYMONDO	08/02/2019	28158	110000000	DEVELOPER FEE REFUND	\$1,337.10

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DANNY RAYMONDO						Total Check Amount: \$1,337.10
181430	THE REALTY ASSOCIATES FUND X, LP	08/02/2019	24742	110000000	DEVELOPER FEE REFUND	\$393.24
THE REALTY ASSOCIATES FUND X, LP						Total Check Amount: \$393.24
181431	RED ROBIN	08/02/2019	22220	110000000	DEVELOPER FEE REFUND	\$362.00
RED ROBIN						Total Check Amount: \$362.00
181432	ROBERTSON'S	08/02/2019	3464	420515131	SLURRY	\$539.28
ROBERTSON'S						Total Check Amount: \$539.28
181433	JANIS ROBINSON	08/02/2019	28750	110	BCC ACCT BAL REFUND	\$90.00
JANIS ROBINSON						Total Check Amount: \$90.00
181434	JOAN B ROULETTE	08/02/2019	28754	110000000	DEVELOPER FEE REFUND	\$204.00
JOAN B ROULETTE						Total Check Amount: \$204.00
181435	JESSICA RUDOLPH	08/02/2019	28737	110	SWIM LESSON FEE REFND	\$7.00
JESSICA RUDOLPH						Total Check Amount: \$7.00
181436	HYUN JAI RYU	08/02/2019	28743	110	SWIM LESSON FEE REFND	\$8.75
HYUN JAI RYU						Total Check Amount: \$8.75
181437	RICHARD SADER	08/02/2019	26056	110000000	DEVELOPER FEE REFUND	\$453.00
RICHARD SADER						Total Check Amount: \$453.00
181438	ALFRED SALAZAR	08/02/2019	28729	110	SWIM LESSON FEE REFND	\$14.00
ALFRED SALAZAR						Total Check Amount: \$14.00
181439	PAUL AND/OR PATRICIA SANCHEZ	08/02/2019	21375	110000000	DEVELOPER FEE REFUND	\$235.45
PAUL AND/OR PATRICIA SANCHEZ						Total Check Amount: \$235.45
181440	WILLIAM SCHLOSS	08/02/2019	21230	110000000	DEVELOPER FEE REFUND	\$584.05
WILLIAM SCHLOSS						Total Check Amount: \$584.05
181441	STEPHEN &/OR Nanci SCHRIEBER-SMITH	08/02/2019	25661	110000000	DEVELOPER FEE REFUND	\$109.35
STEPHEN &/OR Nanci SCHRIEBER-SMITH						Total Check Amount: \$109.35
181442	SECRETARY OF STATE	08/02/2019	16229	110111161	STMT OF FACTS ROSTERS	\$7.00
SECRETARY OF STATE						Total Check Amount: \$7.00
181443	SIMON PROPERTY GROUP	08/02/2019	23062	110000000	DEVELOPER FEE REFUND	\$546.55
SIMON PROPERTY GROUP						Total Check Amount: \$546.55
181444	SPARKLETTS	08/02/2019	3001	110111161	COUNCIL MTG WTR JUN19	\$31.14
SPARKLETTS						Total Check Amount: \$31.14
181445	SPROUTS FARMERS MARKET	08/02/2019	21580	110000000	DEVELOPER FEE REFUND	\$655.40
SPROUTS FARMERS MARKET						Total Check Amount: \$655.40
181446	DARREN TAN	08/02/2019	28753	110000000	DEVELOPER FEE REFUND	\$915.00
DARREN TAN						Total Check Amount: \$915.00
181447	ANNETTE TRAN	08/02/2019	28731	110	SWIM LESSON FEE REFND	\$7.00
ANNETTE TRAN						Total Check Amount: \$7.00
181448	URBAN GRAFFITI ENTERPRISES INC.	08/02/2019	4352	110515121	GRAFFTI REMOVAL JUN19	\$2,000.00
URBAN GRAFFITI ENTERPRISES INC.						Total Check Amount: \$2,000.00

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181449	VERIZON WIRELESS	08/02/2019	21122	420515131	9832936177 5/27-6/26	\$38.05
VERIZON WIRELESS					Total Check Amount:	\$38.05
181450	PAUL WATANABE AND/OR ANGELA LIN	08/02/2019	25770	110000000	DEVELOPER FEE REFUND	\$494.20
PAUL WATANABE AND/OR ANGELA LIN					Total Check Amount:	\$494.20
181451	RICHARD WILLIAMSON	08/02/2019	25886	110000000	DEVELOPER FEE REFUND	\$563.73
RICHARD WILLIAMSON					Total Check Amount:	\$563.73
181452	JOELLE YANG	08/02/2019	28742	110	SWIM LESSON FEE REFND	\$8.75
JOELLE YANG					Total Check Amount:	\$8.75
181453	STEVEN AND/OR RITA ZITEK	08/02/2019	23732	110000000	DEVELOPER FEE REFUND	\$136.35
STEVEN AND/OR RITA ZITEK					Total Check Amount:	\$136.35
Check Subtotal						\$116,422.83
V38450	THE AIR SHOP	08/02/2019	17597	480515161	1418 A/C REPAIR	\$608.25
THE AIR SHOP					Total Check Amount:	\$608.25
V38451	ALTEC INDUSTRIES INC	08/02/2019	4668	480515161	BOOM SAFETY DECALS	\$18.55
ALTEC INDUSTRIES INC					Total Check Amount:	\$18.55
V38452	ANAHEIM ICE MANAGEMENT	08/02/2019	15170	110404145	ICE SKATING CLASSES	\$308.00
ANAHEIM ICE MANAGEMENT					Total Check Amount:	\$308.00
V38453	ARC IMAGING RESOURCES	08/02/2019	23273	110404542	PLOTTER PAPER	\$159.89
ARC IMAGING RESOURCES					Total Check Amount:	\$159.89
V38454	AVCOGAS PROPANE SALES & SERVICES	08/02/2019	22047	480515161	PROPANE 291.1 GAL	\$574.13
AVCOGAS PROPANE SALES & SERVICES					Total Check Amount:	\$574.13
V38455	JESUS BARBOSA	08/02/2019	6423	110212111	TRAINING EXPENSES	\$16.00
JESUS BARBOSA					Total Check Amount:	\$16.00
V38456	BEST LAWN MOWER SERVICE	08/02/2019	16230	480515161	DRAG MAT	\$259.80
BEST LAWN MOWER SERVICE					Total Check Amount:	\$259.80
V38457	BREA AUTO SERVICE	08/02/2019	12780	480515161	997 A/C REPAIR	\$527.93
BREA AUTO SERVICE					Total Check Amount:	\$527.93
V38458	SHANNON BUCKELS	08/02/2019	12046	110212111	TRAINING EXPENSES	\$16.00
SHANNON BUCKELS					Total Check Amount:	\$16.00
V38459	BUTLER CHEMICALS, INC.	08/02/2019	6515	490515151	SR CTR DW SVC JUL2019	\$167.01
BUTLER CHEMICALS, INC.					Total Check Amount:	\$167.01
V38460	BYRNE SOFTWARE TECHNOLOGIES, INC.	08/02/2019	27471	110323241	ACCELA IMPL 3/30-4/5	\$440.00
		08/02/2019	27471	110323241	ACCELA IMPL 4/13-4/19	\$110.00
		08/02/2019	27471	110323241	ACCELA IMPL 4/6-4/12	\$165.00
		08/02/2019	27471	110323241	ACCELA IMPL 5/18-5/24	\$385.00
		08/02/2019	27471	110323241	ACCELA IMPL 5/4-5/10	\$440.00
		08/02/2019	27471	110323241	ACCELA IMPL 6/22-6/28	\$660.00
		08/02/2019	27471	110323241	ACCELA IMPL 6/8-6/14	\$605.00

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BYRNE SOFTWARE TECHNOLOGIES, INC.					Total Check Amount:	\$2,805.00
V38461	C. WELLS PIPELINE MATERIALS INC	08/02/2019	13055	420515131	PLUMBING SUPPLIES	\$454.71
C. WELLS PIPELINE MATERIALS INC					Total Check Amount:	\$454.71
V38462	CALIFORNIA FOUNDATION	08/02/2019	28259	110404145	PIANO KEYBOARDING	\$276.00
CALIFORNIA FOUNDATION					Total Check Amount:	\$276.00
V38463	CANNINGS ACE HARDWARE	08/02/2019	15828	480515161	SHOP SUPPLIES	\$125.35
CANNINGS ACE HARDWARE					Total Check Amount:	\$125.35
V38464	COMLOCK SECURITY-GROUP	08/02/2019	13625	480515161	FOB/SPARE KEYS	\$132.32
		08/02/2019	13625	480515161	SPARE KEYS	\$7.11
COMLOCK SECURITY-GROUP					Total Check Amount:	\$139.43
V38465	CORE & MAIN LP	08/02/2019	27049	420515131	CREDIT:INV#I420633	(\$441.82)
		08/02/2019	27049	420515131	WATER METER ENCODERS	\$6,220.47
CORE & MAIN LP					Total Check Amount:	\$5,778.65
V38466	CORELOGIC	08/02/2019	25542	280323215	REAL EST LISTNG JUN19	\$185.00
CORELOGIC					Total Check Amount:	\$185.00
V38467	DANIELS TIRE SERVICE	08/02/2019	3133	480515161	TRUCK TIRES	\$575.40
DANIELS TIRE SERVICE					Total Check Amount:	\$575.40
V38468	DE LAGE LANDEN FINANCIAL SERVICES	08/02/2019	23311	110141441	FS3 COPY MACH LSE JUL	\$161.20
DE LAGE LANDEN FINANCIAL SERVICES					Total Check Amount:	\$161.20
V38469	ENTENMANN ROVIN COMPANY	08/02/2019	3457	110	BADGES	\$200.00
		08/02/2019	3457	110212111	BADGES	\$186.73
		08/02/2019	3457	110212111	DOME BADGE	\$93.64
ENTENMANN ROVIN COMPANY					Total Check Amount:	\$480.37
V38470	EQUIPMENT DIRECT INC	08/02/2019	4522	420515131	SAFETY EQUIPMENT	\$308.92
EQUIPMENT DIRECT INC					Total Check Amount:	\$308.92
V38471	EWING IRRIGATION PRODUCTS, INC.	08/02/2019	5807	420515131	TOOLS	\$292.21
EWING IRRIGATION PRODUCTS, INC.					Total Check Amount:	\$292.21
V38472	FACTORY MOTOR PARTS COMPANY	08/02/2019	3504	480515161	BATTERIES	\$1,115.47
		08/02/2019	3504	480515161	BATTERY	\$103.43
		08/02/2019	3504	480515161	DEF FLUID/FUEL CLEANR	\$74.94
		08/02/2019	3504	480515161	LAMPS/OILS/DEF	\$95.38
		08/02/2019	3504	480515161	LIGHT BULBS	\$8.94
		08/02/2019	3504	480515161	POLICE VEHICLE ROTORS	\$323.66
		08/02/2019	3504	480515161	SHOP SUPPLIES	\$37.12
		08/02/2019	3504	480515161	TRANSMSN & MOTOR OILS	\$55.20
		08/02/2019	3504	480515161	TRNSMSN OIL/WPRS/BRKS	\$252.48
FACTORY MOTOR PARTS COMPANY					Total Check Amount:	\$2,066.62
V38473	FIX AUTO LA HABRA	08/02/2019	28720	480515161	26030 PAINT ROOF	\$1,688.35
FIX AUTO LA HABRA					Total Check Amount:	\$1,688.35

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V38474	FUN WITH HORSES	08/02/2019	15171	110404145	SUMMER RIDING CAMP	\$50.00
FUN WITH HORSES					Total Check Amount:	\$50.00
V38475	FUSCOE ENGINEERING, INC.	08/02/2019	18052	110000000	BREA PLACE WQMP JUN19	\$740.00
		08/02/2019	18052	110000000	WEST VILL WQMP JUN19	\$405.00
		08/02/2019	18052	410515132	NPDES SVCS JUNE 2019	\$6,596.00
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$7,741.00
V38476	GENERAL PUMP COMPANY	08/02/2019	16281	420515131	PUMP MNT CCYN STN3 P1	\$525.00
GENERAL PUMP COMPANY					Total Check Amount:	\$525.00
V38477	GRAFIX SYSTEMS	08/02/2019	28716	110222231	FIRE DEPT VEH DECALS	\$1,644.11
GRAFIX SYSTEMS					Total Check Amount:	\$1,644.11
V38478	CHRISTOPHER HARVEY	08/02/2019	10364	110212111	TRAINING EXPENSES	\$16.00
CHRISTOPHER HARVEY					Total Check Amount:	\$16.00
V38479	HDL SOFTWARE, LLC	08/02/2019	10601	110000000	DEVELOPER FEE REFUND	\$660.74
HDL SOFTWARE, LLC					Total Check Amount:	\$660.74
V38480	HITT MARKING DEVICES, INC	08/02/2019	4540	110212122	SELF-INKING STAMPS	\$106.94
HITT MARKING DEVICES, INC					Total Check Amount:	\$106.94
V38481	JAMES LEE HOWE	08/02/2019	5953	110404145	JUNIOR GOLF CAMP	\$240.00
JAMES LEE HOWE					Total Check Amount:	\$240.00
V38482	IMPRESSIVE SCREENWORKS	08/02/2019	1815	110	EMPL-PAID APPAREL	\$393.05
		08/02/2019	1815	110111143	EMPLOYEE APPAREL	\$65.73
		08/02/2019	1815	110111151	EMPLOYEE APPAREL	\$108.29
		08/02/2019	1815	110111161	EMPLOYEE APPAREL	\$105.60
		08/02/2019	1815	110404311	EMPLOYEE APPAREL	\$64.35
IMPRESSIVE SCREENWORKS					Total Check Amount:	\$737.02
V38483	INK LINK INC	08/02/2019	22423	110404421	BREAFEST DATE PATCHES	\$94.28
		08/02/2019	22423	110404542	4OTH ANNV STEP/REPEAT	\$247.83
		08/02/2019	22423	110404542	BYT REGISTRATION SIGN	\$211.19
INK LINK INC					Total Check Amount:	\$553.30
V38484	IPARQ	08/02/2019	21583	110323241	PERMIT FEES JUNE 2019	\$340.48
IPARQ					Total Check Amount:	\$340.48
V38485	JACKSON'S AUTO SUPPLY	08/02/2019	1143	480515161	AUTO SUPPLIES JUN19	\$2,220.78
JACKSON'S AUTO SUPPLY					Total Check Amount:	\$2,220.78
V38486	KWIK KLEEN	08/02/2019	23771	480515161	PARTS WASHER SERVICE	\$150.00
KWIK KLEEN					Total Check Amount:	\$150.00
V38487	LEHR	08/02/2019	26035	480515161	958 ELECTRICAL REPAIR	\$75.00
LEHR					Total Check Amount:	\$75.00
V38488	LINCOLN AQUATICS	08/02/2019	17902	110404422	BULK ACID	\$540.28
		08/02/2019	17902	110404422	BULK CHEMICALS	\$330.17
		08/02/2019	17902	110404422	BULK CHLORINE	\$864.49

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V38488	LINCOLN AQUATICS	08/02/2019	17902	490515152	LED LIGHTING	\$1,044.13
LINCOLN AQUATICS					Total Check Amount:	\$2,779.07
V38489	MAR-CO EQUIPMENT COMPANY	08/02/2019	20329	480515161	NOZZLE HEAD FLAPS	\$81.71
MAR-CO EQUIPMENT COMPANY					Total Check Amount:	\$81.71
V38490	ANDREW MILLER	08/02/2019	14522	460141474	JUNE 2019 MILEAGE	\$161.12
ANDREW MILLER					Total Check Amount:	\$161.12
V38491	MINER, LTD	08/02/2019	27173	490515151	INST GATE POWER @ FS3	\$4,668.56
MINER, LTD					Total Check Amount:	\$4,668.56
V38492	MUNICIPAL WATER DISTRICT	08/02/2019	3784	420515131	WATER DELIVERY JUN19	\$15,997.65
MUNICIPAL WATER DISTRICT					Total Check Amount:	\$15,997.65
V38493	MUNISERVICES, LLC	08/02/2019	10627	110141422	LTC DISCOVERY APR19	\$48.20
MUNISERVICES, LLC					Total Check Amount:	\$48.20
V38494	MUSICSTAR	08/02/2019	22084	110404145	LEGO CAMP 2019	\$1,202.50
MUSICSTAR					Total Check Amount:	\$1,202.50
V38495	PLACEWORKS, INC.	08/02/2019	26720	110000000	PROF SVCS JUNE 2019	\$28,888.90
		08/02/2019	26720	110323231	BREA CORE PLAN FEB19	\$6,403.75
		08/02/2019	26720	110323231	BREA CORE PLAN JAN19	\$1,237.50
		08/02/2019	26720	110323231	CALTRANS BCORE APR19	\$32,945.76
PLACEWORKS, INC.					Total Check Amount:	\$69,475.91
V38496	PLAY-WELL TEKNOLOGIES	08/02/2019	20917	110404145	HAPPY POTTER LEGO CLS	\$819.00
PLAY-WELL TEKNOLOGIES					Total Check Amount:	\$819.00
V38497	QUALITY PLACEMENT AUTHORITY, LLC	08/02/2019	27027	110404521	TEMP STAFF 7/8-7/14	\$768.06
QUALITY PLACEMENT AUTHORITY, LLC					Total Check Amount:	\$768.06
V38498	RICHARDS, WATSON & GERSHON	08/02/2019	8978	110000000	0116 REIMB WORK MAY19	\$16,904.00
		08/02/2019	8978	110111112	0001 GEN LGL SVCS MAY	\$11,718.93
		08/02/2019	8978	110111112	0174 K-BOSM CH MAY19	\$1,978.00
		08/02/2019	8978	110111112	9999 GEN LGL SVCS MAY	\$31,552.00
		08/02/2019	8978	280323215	0001 GEN LGL SVCS MAY	\$114.00
		08/02/2019	8978	280323215	9999 GEN LGL SVCS MAY	\$115.00
		08/02/2019	8978	363212131	178 CENTRL PARK MAY19	\$2,610.00
		08/02/2019	8978	510707251	0145 57/LAMBERT MAY19	\$1,273.00
		08/02/2019	8978	510707251	171 OLEN POINTE MAY19	\$1,430.00
		08/02/2019	8978	510707251	172 KING Y CHAI MAY19	\$13,523.50
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$81,218.43
V38499	SITEONE LANDSCAPE SUPPLY, LLC	08/02/2019	25942	110515125	DT IRRIGATION PARTS	\$912.52
		08/02/2019	25942	110515125	IRRIGATION PARTS	\$14.09
SITEONE LANDSCAPE SUPPLY, LLC					Total Check Amount:	\$926.61
V38500	SKATEDOGS	08/02/2019	22488	110404145	SKATEBOARD CAMP 2019	\$1,487.20
SKATEDOGS					Total Check Amount:	\$1,487.20

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V38501	DONNA SMITH	08/02/2019	26136	110404145	FIRST DANCE/WC SWING	\$60.00
DONNA SMITH					Total Check Amount:	\$60.00
V38502	SPECTRUM GAS PRODUCTS, INC.	08/02/2019	16060	172222222	OXYGEN 7/16/19	\$34.00
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$34.00
V38503	STAGELIGHT PERFORMING ARTS	08/02/2019	25172	110404145	MUSICAL THEATRE CAMP	\$465.00
STAGELIGHT PERFORMING ARTS					Total Check Amount:	\$465.00
V38504	STOTZ EQUIPMENT	08/02/2019	24388	480515161	IGNITION SWITCH/KEYS	\$43.53
STOTZ EQUIPMENT					Total Check Amount:	\$43.53
V38505	SUPERION, LLC	08/02/2019	26879	475141471	ASP BACKUP SVCS AUG19	\$2,003.72
V38505		08/02/2019	26879	475141471	ASP BACKUP SVCS JUL19	\$2,003.72
SUPERION, LLC					Total Check Amount:	\$4,007.44
V38506	THOMSON REUTERS - WEST	08/02/2019	22020	110212111	LEGAL SUBSCR 6/5-7/4	\$384.99
THOMSON REUTERS - WEST					Total Check Amount:	\$384.99
V38507	THYSSENKRUPP ELEVATOR	08/02/2019	10308	110515125	ANNL FIRE TEST:DT PS3	\$161.95
THYSSENKRUPP ELEVATOR					Total Check Amount:	\$161.95
V38508	TOMARK SPORTS	08/02/2019	6098	110404424	ADULT SOFTBALLS	\$812.58
TOMARK SPORTS					Total Check Amount:	\$812.58
V38509	TRINITY SOUND COMPANY	08/02/2019	11364	110404542	SOUND:7/17/19 CONCERT	\$859.17
V38509		08/02/2019	11364	110404542	SOUND:7/24/19 CONCERT	\$859.17
TRINITY SOUND COMPANY					Total Check Amount:	\$1,718.34
V38510	TROPICAL PLAZA NURSERY, INC	08/02/2019	2062	110515121	ROSE DR RDWAY CLEARNG	\$2,900.00
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$2,900.00
V38511	UNICORN METALS	08/02/2019	17181	480515161	METAL FLAT STOCK	\$27.60
UNICORN METALS					Total Check Amount:	\$27.60
V38512	UNITED ROTARY BRUSH CORPORATION	08/02/2019	16649	480515161	SWEEPER BROOM	\$117.85
UNITED ROTARY BRUSH CORPORATION					Total Check Amount:	\$117.85
V38513	VISTA PAINT CORPORATION	08/02/2019	4573	110515125	PAINT PROJECT @ DTPS1	\$453.80
VISTA PAINT CORPORATION					Total Check Amount:	\$453.80
V38514	WALTERS WHOLESALE ELECTRIC	08/02/2019	1667	110515121	ELECTRIC LIDS:PULLBOX	\$133.35
V38514		08/02/2019	1667	110515121	ELECTRICAL PARTS	\$40.18
WALTERS WHOLESALE ELECTRIC					Total Check Amount:	\$173.53
V38515	WEBBY DANCE COMPANY	08/02/2019	25323	110404145	TUMBLING 2-3 Y/O	\$630.00
WEBBY DANCE COMPANY					Total Check Amount:	\$630.00
Voucher Subtotal						\$224,677.77
TOTAL						\$341,100.60

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181454	A FRANCINI MD. APC	08/09/2019	28209	470141483	HR MED SVCS JULY 2019	\$2,880.00
A FRANCINI MD. APC					Total Check Amount:	\$2,880.00
181455	APOLLO WOOD RECOVERY, INC.	08/09/2019	28594	110515141	PLAYGROUND WOOD CHIPS	\$7,970.10
APOLLO WOOD RECOVERY, INC.					Total Check Amount:	\$7,970.10
181456	AT&T CALNET	08/09/2019	20391	360515145	9391060716 5/28-6/27	\$39.61
		08/09/2019	20391	420515131	9391011964 5/28-6/27	\$39.61
		08/09/2019	20391	420515131	9391011967 5/28-6/27	\$0.07
		08/09/2019	20391	420515131	9391011977 5/28-6/27	\$247.42
		08/09/2019	20391	475141471	9391011961 5/28-6/27	\$230.81
		08/09/2019	20391	475141471	9391011962 5/13-6/12	\$20.63
		08/09/2019	20391	475141471	9391011963 5/28-6/27	\$20.63
		08/09/2019	20391	475141471	9391011965 5/28-6/27	\$39.69
		08/09/2019	20391	475141471	9391011966 5/28-6/27	\$58.59
		08/09/2019	20391	475141471	9391011968 5/22-6/21	\$21.16
		08/09/2019	20391	475141471	9391011970 5/15-6/14	\$79.76
		08/09/2019	20391	475141471	9391011971 5/28-6/27	\$39.61
		08/09/2019	20391	475141471	9391011972 5/28-6/27	\$142.82
		08/09/2019	20391	475141471	9391011973 5/28-6/27	\$41.30
		08/09/2019	20391	475141471	9391011975 5/28-6/27	\$3,739.48
		08/09/2019	20391	475141471	9391011976 5/28-6/27	\$908.28
		08/09/2019	20391	475141471	9391011978 5/28-6/27	\$726.32
		08/09/2019	20391	475141471	9391011979 5/28-6/27	\$84.68
		08/09/2019	20391	475141471	9391023157 5/28-6/27	\$20.63
		08/09/2019	20391	475141471	9391023158 5/28-6/27	\$37.44
		08/09/2019	20391	475141471	9391023159 5/28-6/27	\$20.63
		08/09/2019	20391	475141471	9391052504 5/28-6/27	\$274.89
		08/09/2019	20391	475141471	9391052507 5/28-6/27	\$1,546.29
		08/09/2019	20391	475141471	9391057787 5/28-6/27	\$362.31
		08/09/2019	20391	475141471	9391063120 5/28-6/27	\$216.45
		08/09/2019	20391	475141471	9391063276 5/28-6/27	\$28.54
		08/09/2019	20391	475141471	9391063405 5/28-6/27	\$99.49
		08/09/2019	20391	475141471	9391064048 5/28-6/27	\$32.33
AT&T CALNET					Total Check Amount:	\$9,119.47
181457	BREA OLINDA UNIFIED SCHOOL DISTRICT	08/09/2019	1970	110404428	NEWPORT BACK BAY 7/18	\$1,237.74
BREA OLINDA UNIFIED SCHOOL DISTRICT					Total Check Amount:	\$1,237.74
181458	BREA SISTER CITY ASSOCIATION	08/09/2019	11278	110111111	FY 2019/20 STIPEND	\$4,000.00
BREA SISTER CITY ASSOCIATION					Total Check Amount:	\$4,000.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181460	BUSINESS CARD	08/09/2019	18749	110	BSCARD CS II 072319	\$139.11
		08/09/2019	18749	110	BSCARD FIRE 072319	(\$133.68)
		08/09/2019	18749	110	BSCARD HR 072319	(\$10.17)
		08/09/2019	18749	110	BSCARD PD 072319	(\$94.24)
		08/09/2019	18749	110141481	BSCARD HR 072319	\$1,936.44
		08/09/2019	18749	110212111	BSCARD PD 072319	\$2,082.40
		08/09/2019	18749	110212131	BSCARD PD 072319	\$120.40
		08/09/2019	18749	110222223	BSCARD FIRE 072319	\$117.30
		08/09/2019	18749	110222231	BSCARD FIRE 072319	\$2,284.80
		08/09/2019	18749	110404428	BSCARD CS 072319	\$2,641.31
		08/09/2019	18749	110404428	BSCARD CS II 072319	\$3,958.27
		08/09/2019	18749	110404541	BSCARD CS II 072319	(\$1,949.11)
		08/09/2019	18749	420515131	BSCARD WATER 072319	\$559.44
		08/09/2019	18749	950000000	ILJAOC BSCARD JM 0719	\$42.12
		08/09/2019	18749	950000000	ILJAOC BSCARD MJ 0719	\$659.60
BUSINESS CARD					Total Check Amount:	\$12,353.99
181461	C.I. BUSINESS EQUIPMENT INC	08/09/2019	6520	110141431	19/20 DOC SIGNER WARR	\$499.00
C.I. BUSINESS EQUIPMENT INC					Total Check Amount:	\$499.00
181462	JEAN CHAN	08/09/2019	28730	110	SWIM LESSON FEE REFND	\$130.00
JEAN CHAN					Total Check Amount:	\$130.00
181463	CITY OF BREA - WATER DEPT	08/09/2019	2039	341515112	WATER 6/6-7/8/19	\$1,263.09
		08/09/2019	2039	343515112	WATER 6/6-7/8/19	\$1,469.84
		08/09/2019	2039	345515112	WATER 6/6-7/8/19	\$2,661.91
		08/09/2019	2039	346515112	WATER 6/6-7/8/19	\$4,560.10
		08/09/2019	2039	347515112	WATER 6/6-7/8/19	\$742.72
		08/09/2019	2039	880515113	WATER 6/6-7/8/19	\$35.51
CITY OF BREA - WATER DEPT					Total Check Amount:	\$10,733.17
181464	COUNTY OF ORANGE HEALTH CARE AGENCY	08/09/2019	19197	510707873	SITE CLOSURES APR2019	\$460.00
COUNTY OF ORANGE HEALTH CARE AGENCY					Total Check Amount:	\$460.00
181465	CSULB FOUNDATION	08/09/2019	10182	110212111	FIELD TRAINING PROG	\$316.00
CSULB FOUNDATION					Total Check Amount:	\$316.00
181466	DELTA DENTAL INSURANCE COMPANY	08/09/2019	26074	110	05-R103125 DENTAL AUG	\$2,126.49
DELTA DENTAL INSURANCE COMPANY					Total Check Amount:	\$2,126.49
181467	SOUTHERN CALIFORNIA EDISON	08/09/2019	3343	110515121	ELECTRICITY JUN/JUL 19	\$2,488.14
		08/09/2019	3343	110515125	ELECTRICITY JUN/JUL 19	\$6,637.58
		08/09/2019	3343	110515143	ELECTRICITY JUN/JUL 19	\$9.91
		08/09/2019	3343	110515144	ELECTRICITY JUN/JUL 19	\$9.91
		08/09/2019	3343	341515112	ELECTRICITY JUN/JUL 19	\$75.68

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181467	SOUTHERN CALIFORNIA EDISON	08/09/2019	3343	343515112	ELECTRICITY JUN/JUL 19	\$118.65
		08/09/2019	3343	345515112	ELECTRICITY JUN/JUL 19	\$42.43
		08/09/2019	3343	346515112	ELECTRICITY JUN/JUL 19	\$169.57
		08/09/2019	3343	430515123	ELECTRICITY JUN/JUL 19	\$773.05
		08/09/2019	3343	490515151	ELECTRICITY JUN/JUL 19	\$2,499.04
		08/09/2019	3343	880515113	ELECTRICITY JUN/JUL 19	\$10.70
SOUTHERN CALIFORNIA EDISON					Total Check Amount:	\$12,834.66
181468	FC & MK TOMLINSON , LLC	08/09/2019	2550	420515131	LEASE:CAL DOM 180 SH	\$68,328.00
FC & MK TOMLINSON , LLC					Total Check Amount:	\$68,328.00
181469	FRANCHISE TAX BOARD	08/09/2019	13287	110	CD916679003 080219 PR	\$172.68
FRANCHISE TAX BOARD					Total Check Amount:	\$172.68
181470	FRONTIER COMMUNICATIONS	08/09/2019	26183	475141471	5621820146 7/16-8/15	\$44.73
FRONTIER COMMUNICATIONS					Total Check Amount:	\$44.73
181471	FRONTIER COMMUNICATIONS	08/09/2019	26183	420515131	562-1821220 7/28-8/27	\$198.02
FRONTIER COMMUNICATIONS					Total Check Amount:	\$198.02
181472	HANNA, BROPHY, MACLEAN, MCALEER & J	08/09/2019	25979	470141483	LEGAL SVCS 4/19-6/23	\$1,840.00
HANNA, BROPHY, MACLEAN, MCALEER & J					Total Check Amount:	\$1,840.00
181473	MARA HITNER	08/09/2019	28865	110404544	HIT ME 90S:BREA FEST	\$2,000.00
MARA HITNER					Total Check Amount:	\$2,000.00
181474	GARRY L HOBDA Y	08/09/2019	25175	110404542	EMCEE:CONCERT/BR FEST	\$200.00
GARRY L HOBDA Y					Total Check Amount:	\$200.00
181475	INTELESYSONE, INC.	08/09/2019	28212	475141471	MITEL UPGRADES	\$10,609.74
INTELESYSONE, INC.					Total Check Amount:	\$10,609.74
181476	INTERNATIONAL CODE COUNCIL (ICC)	08/09/2019	18336	110323241	CA CODES HNDBK/SET	\$1,287.61
INTERNATIONAL CODE COUNCIL (ICC)					Total Check Amount:	\$1,287.61
181477	LA FLORESTA	08/09/2019	28756	361515148	UTIL REIMB DEC-FEB19	\$1,590.21
LA FLORESTA					Total Check Amount:	\$1,590.21
181478	LAW OFFICES OF JONES & MAYER	08/09/2019	12144	110111112	LEGAL:CODE ENF JUN19	\$1,798.17
LAW OFFICES OF JONES & MAYER					Total Check Amount:	\$1,798.17
181479	LEAGUE OF CALIFORNIA CITIES	08/09/2019	1129	110515171	2019 ST/RDS ASSESSMNT	\$500.00
LEAGUE OF CALIFORNIA CITIES					Total Check Amount:	\$500.00
181480	LIFE-ASSIST, INC.	08/09/2019	10530	110222213	SUPPLIES	\$129.26
LIFE-ASSIST, INC.					Total Check Amount:	\$129.26
181481	M. ARTHUR GENSLER, JR. & ASSOCIATES	08/09/2019	28450	110000000	PLNG/URBN DESGN MAR19	\$4,697.90
M. ARTHUR GENSLER, JR. & ASSOCIATES					Total Check Amount:	\$4,697.90
181482	MURPHY & EVERTZ CLIENT TRUST ACCT.	08/09/2019	28759	510707251	STIPULATN TO JUDGMENT	\$275,000.00
MURPHY & EVERTZ CLIENT TRUST ACCT.					Total Check Amount:	\$275,000.00
181483	MY COMMUNITY GUIDE	08/09/2019	23827	110404421	BREAFEST:HALF-PAGE AD	\$250.00
MY COMMUNITY GUIDE					Total Check Amount:	\$250.00

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181484	OCCMA	08/09/2019	16227	110111143	FY19/20 MEMBERSHIP	\$1,034.00
OCCMA						Total Check Amount: \$1,034.00
181485	OCTA	08/09/2019	6109	110111143	19/20 OCTAP CONTRIBTN	\$3,169.21
OCTA						Total Check Amount: \$3,169.21
181486	ORANGE COUNTY BUSINESS JOURNAL	08/09/2019	18203	110323212	BUS JRNL SUBSCR 19/20	\$99.00
ORANGE COUNTY BUSINESS JOURNAL						Total Check Amount: \$99.00
181487	PLANNING DIR ASSOC OF ORANGE COUNTY	08/09/2019	23112	110323212	2019/20 ANNUAL DUES	\$125.00
PLANNING DIR ASSOC OF ORANGE COUNTY						Total Check Amount: \$125.00
181488	RIVERSIDE COUNTY SHERIFF'S DEPT	08/09/2019	10660	110212111	DSPATCHR TRAINING	\$369.00
RIVERSIDE COUNTY SHERIFF'S DEPT						Total Check Amount: \$369.00
181489	JENNIFER SCHNIEPP	08/09/2019	28619	110404542	AUD ACCOMP:E. DROOD	\$300.00
JENNIFER SCHNIEPP						Total Check Amount: \$300.00
181490	SHAW HR CONSULTING, INC.	08/09/2019	28866	470141483	CONSULT SVCS APR-JUN	\$2,490.00
		08/09/2019	28866	470141483	CONSULT SVCS JUL 2019	\$500.00
SHAW HR CONSULTING, INC.						Total Check Amount: \$2,990.00
181491	AARON SOLOMON	08/09/2019	28864	110404544	THE REMOTES:BREA FEST	\$2,000.00
AARON SOLOMON						Total Check Amount: \$2,000.00
181492	KRISTINE SPADT	08/09/2019	8657	110	RENTAL DEPOSIT REFUND	\$1,000.00
KRISTINE SPADT						Total Check Amount: \$1,000.00
181493	SPARKLETTS	08/09/2019	3001	110111161	COUNCIL MTG WTR JUL19	\$20.76
SPARKLETTS						Total Check Amount: \$20.76
181494	SPARKLETTS	08/09/2019	3001	490515151	CCC FOUNTN WTR JUL19	\$25.11
SPARKLETTS						Total Check Amount: \$25.11
181495	ST JUDE EMERGENCY MED GROUP	08/09/2019	14405	470141483	W/COMP:ER VISIT 5/15	\$816.00
ST JUDE EMERGENCY MED GROUP						Total Check Amount: \$816.00
181496	ST JUDE EMERGENCY MED GROUP	08/09/2019	14405	470141483	W/COMP:ER VISIT 5/15	\$816.00
ST JUDE EMERGENCY MED GROUP						Total Check Amount: \$816.00
181497	ST JUDE EMERGENCY MED GROUP	08/09/2019	14405	470141483	W/COMP:ER VISIT 5/15	\$816.00
ST JUDE EMERGENCY MED GROUP						Total Check Amount: \$816.00
181498	ST JUDE EMERGENCY MED GROUP	08/09/2019	14405	470141483	W/COMP:ER VISIT 5/15	\$816.00
ST JUDE EMERGENCY MED GROUP						Total Check Amount: \$816.00
181499	THE STANDARD INSURANCE COMPANY	08/09/2019	15689	110	643015 LIFE INS AUG	\$3,953.90
THE STANDARD INSURANCE COMPANY						Total Check Amount: \$3,953.90
181500	THE STANDARD INSURANCE COMPANY	08/09/2019	27270	110	643015 OPT INS AUG19	\$2,270.00
THE STANDARD INSURANCE COMPANY						Total Check Amount: \$2,270.00
181501	TIME WARNER CABLE	08/09/2019	19304	110111143	CABLE CHGS 8/2-9/1	\$29.12
		08/09/2019	19304	110111151	CABLE CHGS 8/2-9/1	\$58.21
		08/09/2019	19304	110111161	CABLE CHGS 8/2-9/1	\$19.07
		08/09/2019	19304	110141481	CABLE CHGS 8/2-9/1	\$19.07

City Check Register for: Aug 9, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181501	TIME WARNER CABLE	08/09/2019	19304	110212111	CABLE CHGS 8/2-9/1	\$365.29
		08/09/2019	19304	110222211	CABLE CHGS 8/2-9/1	\$76.26
		08/09/2019	19304	110323212	CABLE CHGS 8/2-9/1	\$77.28
		08/09/2019	19304	110404211	CABLE 8/2-9/1 40955	\$128.01
		08/09/2019	19304	110404311	CABLE CHGS 8/2-9/1	\$19.07
		08/09/2019	19304	110404521	CABLE 8/2-9/1 15759	\$28.96
		08/09/2019	19304	420515131	CABLE 8/2-9/1 20981	\$137.27
		08/09/2019	19304	420515131	CABLE 8/2-9/1 49861	\$88.91
		08/09/2019	19304	490515151	CABLE CHGS 8/2-9/1	\$19.07
TIME WARNER CABLE						Total Check Amount:
						\$1,065.59
181502	WILLIAM M. TOMLINSON II	08/09/2019	12087	420515131	19/20LSE:CALDOM STOCK	\$3,036.80
WILLIAM M. TOMLINSON II						Total Check Amount:
						\$3,036.80
181503	TS GOVERNMENT SOLUTIONS, LLC	08/09/2019	28596	110404215	EQPT SERVICE CALL 7/25	\$358.60
TS GOVERNMENT SOLUTIONS, LLC						Total Check Amount:
						\$358.60
181504	VETERINARY PET INS. CO.	08/09/2019	20975	110	4436 PET INS JUL 2019	\$462.72
VETERINARY PET INS. CO.						Total Check Amount:
						\$462.72
181505	KELLY WALKER	08/09/2019	19627	110000000	STARTUP:2019 BREAFAST	\$3,000.00
KELLY WALKER						Total Check Amount:
						\$3,000.00
181506	YORBA REGIONAL ANIMAL HOSPITAL	08/09/2019	18528	110212131	CHIEF MEDS SEP18	\$15.97
		08/09/2019	18528	110212131	CHIEF:BOARDING JUL 18	\$115.00
		08/09/2019	18528	110212131	CHIEF:EXAMS ETC DEC18	\$585.09
		08/09/2019	18528	110212131	JARVIS-BOARDING JAN19	\$129.50
YORBA REGIONAL ANIMAL HOSPITAL						Total Check Amount:
						\$845.56
						Check Subtotal
						\$462,696.19
V38516	ADMINISTRATIVE & PROF	08/09/2019	3344	110	DED:4010 APEA MEMBR	\$576.00
ADMINISTRATIVE & PROF						Total Check Amount:
						\$576.00
V38517	THE ADVANTAGE GROUP	08/09/2019	24539	110	DED:808B FSA DEPCAR	\$2,967.32
		08/09/2019	24539	110	DED:808C FSA UR MED	\$5,178.13
THE ADVANTAGE GROUP						Total Check Amount:
						\$8,145.45
V38518	AFLAC-ACCOUNT #EZA73	08/09/2019	22923	110	ACC/CANCER INS JUN19	\$5,189.88
AFLAC-ACCOUNT #EZA73						Total Check Amount:
						\$5,189.88
V38519	AKAL CONSULTANTS	08/09/2019	19771	510707318	LAMBERT/KRAEMER REHAB	\$2,560.00
AKAL CONSULTANTS						Total Check Amount:
						\$2,560.00
V38520	ALBERT GROVER & ASSOCIATES	08/09/2019	23588	110515171	TFC ENG'G CONSULT JUN	\$4,306.50
		08/09/2019	23588	510515171	TFC ENG'G CONSULT JUN	\$643.50
		08/09/2019	23588	510707709	BIRCH ST TSSP JUN19	\$1,215.00
ALBERT GROVER & ASSOCIATES						Total Check Amount:
						\$6,165.00

City Check Register for: Aug 9, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38521	ALLIANT INSURANCES SVCS	08/09/2019	13785	950000000	ILJAOC 19/20CRIME INS	\$1,200.00
ALLIANT INSURANCES SVCS					Total Check Amount:	\$1,200.00
V38522	BPSEA MEMORIAL FOUNDATION	08/09/2019	14990	110	DED:4050 MEMORIAL	\$222.00
BPSEA MEMORIAL FOUNDATION					Total Check Amount:	\$222.00
V38523	BREA CITY EMPLOYEES ASSOCIATION	08/09/2019	3236	110	DED:4005 BCEA MEMBR	\$570.00
BREA CITY EMPLOYEES ASSOCIATION					Total Check Amount:	\$570.00
V38524	BREA DISPOSAL, INC	08/09/2019	3330	440515122	JUN 2019 RES TONNAGE	\$68,504.43
BREA DISPOSAL, INC					Total Check Amount:	\$68,504.43
V38525	BREA FIREFIGHTERS ASSOCIATION	08/09/2019	3237	110	DED:4016 ASSOC MEMB	\$3,151.50
BREA FIREFIGHTERS ASSOCIATION					Total Check Amount:	\$3,151.50
V38526	BREA POLICE ASSOCIATION	08/09/2019	3769	110	DED:4030 BPA REG	\$3,400.00
BREA POLICE ASSOCIATION					Total Check Amount:	\$3,400.00
V38527	BREA POLICE ATHLETIC LEAGUE	08/09/2019	1068	110	DED:5010 B.P.A.L.	\$127.50
BREA POLICE ATHLETIC LEAGUE					Total Check Amount:	\$127.50
V38528	BREA POLICE MANAGEMENT ASSOCIATION	08/09/2019	21189	110	DED:4019 LDF MEMBRS	\$13.00
		08/09/2019	21189	110	DED:4020 PMA MEMBRS	\$195.00
BREA POLICE MANAGEMENT ASSOCIATION					Total Check Amount:	\$208.00
V38529	BREA TOWING	08/09/2019	16399	110212121	EVID STORAGE 1/10/17	\$4,495.00
		08/09/2019	16399	110212121	EVID STORAGE 7/30/18	\$1,670.00
		08/09/2019	16399	110212121	TOW/STORAGE 5/18/19	\$855.00
BREA TOWING					Total Check Amount:	\$7,020.00
V38530	JASON CELMER	08/09/2019	11286	110212111	POST SUPV COURSE	\$400.00
		08/09/2019	11286	110212111	TRAINING EXPENSES	\$72.03
JASON CELMER					Total Check Amount:	\$472.03
V38531	COLONIAL LIFE PROCESSING CENTER	08/09/2019	26071	110	E4504064 CRIT ILL JUL	\$247.53
		08/09/2019	26071	110	E4504064 ST DISAB JUL	\$1,455.80
COLONIAL LIFE PROCESSING CENTER					Total Check Amount:	\$1,703.33
V38532	EMERSON BRAN MANAGEMENT	08/09/2019	25725	110404542	FINAL:8/10 LATIN JAZZ	\$3,000.00
EMERSON BRAN MANAGEMENT					Total Check Amount:	\$3,000.00
V38533	JESSE GARDUNA	08/09/2019	16006	110212111	2019 IACP/DAID CONF	\$24.00
JESSE GARDUNA					Total Check Amount:	\$24.00
V38534	GEORGE HILLS COMPANY	08/09/2019	27340	470141483	CLAIMS MGMT FEE JUL19	\$515.00
GEORGE HILLS COMPANY					Total Check Amount:	\$515.00
V38535	GIBSON TRANSPORTATION CONSULTING	08/09/2019	22903	110000000	PARKING STUDY JUN19	\$5,777.71
GIBSON TRANSPORTATION CONSULTING					Total Check Amount:	\$5,777.71
V38536	DON GOLDEN	08/09/2019	10729	110000000	INSP SVCS 7/18-7/31	\$7,739.80
		08/09/2019	10729	110323242	INSP SVCS 7/18-7/31	\$1,734.21
		08/09/2019	10729	510707285	INSP SVCS 7/18-7/31	\$48.17
DON GOLDEN					Total Check Amount:	\$9,522.18

City Check Register for: Aug 9, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38537	GUARANTEED JANITORIAL SERVICES, INC	08/09/2019	28695	110515125	JUL19 JAN SVCS:DT	\$2,475.00
		08/09/2019	28695	490515151	JUL19 JAN SVCS:BCC	\$3,975.00
		08/09/2019	28695	490515151	JUL19 JAN SVCS:CCC	\$11,158.33
		08/09/2019	28695	490515151	JUL19 JAN SVCS:P.HALL	\$1,028.00
		08/09/2019	28695	490515151	JUL19 JAN SVCS:PLUNGE	\$153.75
		08/09/2019	28695	490515151	JUL19 JAN SVCS:SR CTR	\$2,355.00
		08/09/2019	28695	490515151	JUL19 JAN SVCS:YARD	\$1,115.00
		08/09/2019	28695	490515151	JUL19:DAY PORTERS	\$4,333.33
		08/09/2019	28695	490515151	JUL19:DAY PORTERS CCC	\$4,333.34
GUARANTEED JANITORIAL SERVICES, INC					Total Check Amount:	\$30,926.75
V38538	ROBERT HAEFNER	08/09/2019	14703	110212111	2019 IACP/DAID CONF	\$24.00
ROBERT HAEFNER					Total Check Amount:	\$24.00
V38539	CHRISTOPHER HARVEY	08/09/2019	10364	110212111	TRAINING EXPENSES	\$41.06
CHRISTOPHER HARVEY					Total Check Amount:	\$41.06
V38540	ADAM HAWLEY	08/09/2019	5028	110212111	19/20 CPCA MEMBERSHIP	\$145.00
ADAM HAWLEY					Total Check Amount:	\$145.00
V38541	KEYSER MARSTON ASSOCIATES, INC.	08/09/2019	25482	110000000	RE CONSULT MAY 2019	\$540.00
KEYSER MARSTON ASSOCIATES, INC.					Total Check Amount:	\$540.00
V38542	FRANCESCO LA TORRE	08/09/2019	24398	110404521	JULY 2019 MILEAGE	\$46.40
FRANCESCO LA TORRE					Total Check Amount:	\$46.40
V38543	LIEBERT CASSIDY WHITMORE	08/09/2019	2489	470141483	LEGAL SVCS THRU 6/30	\$2,000.00
LIEBERT CASSIDY WHITMORE					Total Check Amount:	\$2,000.00
V38544	LINCOLN AQUATICS	08/09/2019	17902	110404422	BULK CHEMICALS	\$414.18
LINCOLN AQUATICS					Total Check Amount:	\$414.18
V38545	TANYA LOSCUTOFF	08/09/2019	22092	110404215	POWER TRNG CLUB JUL19	\$348.00
TANYA LOSCUTOFF					Total Check Amount:	\$348.00
V38546	MINER, LTD	08/09/2019	27173	490515151	P-2 GATE REPAIR	\$816.50
MINER, LTD					Total Check Amount:	\$816.50
V38547	NINYO & MOORE	08/09/2019	22134	510707873	TRKS S4 ENV CONS MAY	\$196.00
NINYO & MOORE					Total Check Amount:	\$196.00
V38549	ONWARD ENGINEERING	08/09/2019	22106	110000000	INSP SVCS JUNE 2019	\$11,392.00
		08/09/2019	22106	110000000	INSP SVCS MAY 2019	\$14,329.00
		08/09/2019	22106	110515171	INSP SVCS JUNE 2019	\$4,539.00
		08/09/2019	22106	110515171	INSP SVCS MAY 2019	\$4,045.75
		08/09/2019	22106	510707312	INSP SVCS JUNE 2019	\$2,848.00
		08/09/2019	22106	510707903	INSP SVCS JUNE 2019	\$578.50
		08/09/2019	22106	510707922	INSP SVCS APRIL 2019	\$770.00
		08/09/2019	22106	510707922	INSP SVCS JUNE 2019	\$7,425.00
		08/09/2019	22106	510707922	INSP SVCS MAY 2019	\$9,845.00

City Check Register for: Aug 9, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
ONWARD ENGINEERING					Total Check Amount:	\$55,772.25
V38550	ORANGE COUNTY UNITED WAY	08/09/2019	3451	110	DED:5005 UNITED WAY	\$11.93
ORANGE COUNTY UNITED WAY					Total Check Amount:	\$11.93
V38551	PLACEWORKS, INC.	08/09/2019	26720	110000000	EIR:BREA 265 JUN19	\$11,491.48
		08/09/2019	26720	110000000	ENV SVCS:MERCURY JUN19	\$6,457.43
PLACEWORKS, INC.					Total Check Amount:	\$17,948.91
V38552	SAGECREST PLANNING & ENVIRONMENTAL	08/09/2019	27578	110000000	SR PLANNER JUNE 2019	\$15,802.50
SAGECREST PLANNING & ENVIRONMENTAL					Total Check Amount:	\$15,802.50
V38553	SMART & FINAL	08/09/2019	3269	110404425	TINY TOTS FOOD 7/25	\$37.92
SMART & FINAL					Total Check Amount:	\$37.92
V38554	SPECTRUM GAS PRODUCTS, INC.	08/09/2019	16060	110222221	OXYGEN 7/23/19	\$54.50
SPECTRUM GAS PRODUCTS, INC.					Total Check Amount:	\$54.50
V38555	STAGELIGHT FAMILY PRODUCTIONS	08/09/2019	7825	110404542	OLIVER 2019 #4 FINAL	\$18,143.45
STAGELIGHT FAMILY PRODUCTIONS					Total Check Amount:	\$18,143.45
V38556	THOMSON REUTERS - WEST	08/09/2019	22020	110111112	LEGAL SUBSCR 5/5-6/4	\$883.56
		08/09/2019	22020	110111112	LEGAL SUBSCR 6/5-7/4	\$883.56
		08/09/2019	22020	110212111	19/20 ANNUAL CHARGES	\$384.99
		08/09/2019	22020	110212111	TO CORRECT V38506 8/2	(\$384.99)
THOMSON REUTERS - WEST					Total Check Amount:	\$1,767.12
V38557	TRG LAND, INC.	08/09/2019	11723	110000000	BREA265 CONSULT JUN19	\$1,342.50
TRG LAND, INC.					Total Check Amount:	\$1,342.50
V38558	TRINITY SOUND COMPANY	08/09/2019	11364	110404542	WIRELESS MICROPHONES	\$2,852.47
		08/09/2019	11364	110404544	SOUND:BREA FEST 8/16	\$1,950.00
TRINITY SOUND COMPANY					Total Check Amount:	\$4,802.47
V38559	TROPICAL PLAZA NURSERY, INC	08/09/2019	2062	346515112	IRRIGATION REPAIRS	\$178.00
		08/09/2019	2062	346515112	MD6 FIRE ZONE CLEARNG	\$2,900.00
		08/09/2019	2062	880515113	IRRIGATION REPAIRS	\$89.00
TROPICAL PLAZA NURSERY, INC					Total Check Amount:	\$3,167.00
V38560	RICHARD WILDMAN	08/09/2019	26129	110212111	DIV DEV INSTR COURSE	\$98.00
RICHARD WILDMAN					Total Check Amount:	\$98.00
V38561	WILLDAN ENGINEERING	08/09/2019	12445	510707315	CM/INSP:ALLEYS 6/28	\$48.83
		08/09/2019	12445	510707316	CM/INSP:ALLEYS 6/28	\$48.83
		08/09/2019	12445	510707317	CM/INSP:ALLEYS 6/28	\$125.55
		08/09/2019	12445	510707461	CM/INSP:ALLEYS 6/28	\$474.29
WILLDAN ENGINEERING					Total Check Amount:	\$697.50
V38562	ZOLL DATA MANAGEMENT	08/09/2019	21490	475141471	FIRE RMS MNT JUL-SEP	\$1,587.50
ZOLL DATA MANAGEMENT					Total Check Amount:	\$1,587.50
Voucher Subtotal						\$284,785.45

City Check Register for: Aug 9, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
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TOTAL \$747,481.64

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/20/2019

SUBJECT: Monthly Report of Investments for the City of Brea for Period Ending June 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 June. 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 May 31, 2019, the total market value of the managed investment portfolio, including accrued interest, was \$75,249,274.61 as compared to \$74,736,200.42 at May 31, 2019. The weighted average investment yield for June 2019 was 2.19%, which was slightly lower than the prior month. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of \$22,626,545.71 at June 30, 2019. This brings the total value of the City's investment portfolio as of June 30, 2019 to \$97,875,820.32 as compared to \$99,313,982.79 at May 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 June 30, 2019, the market value of the PARS account, including short-term cash and accrued interest was \$8,529,527.03 as compared to \$7,441,699.85 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest was \$7,466,755.13 in comparison to \$5,183,658.10 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.

COMMISSION/COMMITTEE RECOMMENDATION

On July 22, 2019, the Investment Advisory Committee reviewed the Monthly Report of Investments and recommended that the City Council receive and file.

FISCAL IMPACT/SUMMARY

During the month of June, the total value of the City's investment portfolio decreased by \$1,438,162.47. This is primarily due to funds being transferred to the City's bond trustee in preparation of debt service payments for the 2009, 2010 and 2014 Water Revenue Bonds. The City's PARS account increased by \$1,087,827.18 from market rate adjustments as well as a contribution made in the amount of \$756,800.00 that was authorized by City Council on June 18, 2019. The City's bond reserve accounts increased by \$2,283,097.03 in preparation of debt service payments for the 2009, 2010 and 2014 Water Revenue Bonds that were due July 1, 2019.

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
June 30, 2019

		Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts	Citizen's Bank	\$ 3,087,617.61	\$ 3,087,617.61
Local Agency Investment Fund	LAIF	\$ 22,474,522.75	\$ 22,626,545.71
Managed Investment Portfolio - CHANDLER	Chandler	\$ 74,077,572.42	\$ 75,249,274.61
PARS Post-Employment Benefits Trust**	US Bank	\$ 7,950,423.97	\$ 8,529,527.03
<u>Fiscal Agent Cash & Investments**</u>			
2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1)	Chandler/BNY	\$ 464,797.82	\$ 470,468.96
2009 Water Revenue Bonds	Chandler/BNY	\$ 3,225,222.75	\$ 3,217,715.20
2010 Water Revenue Bonds	Chandler/BNY	\$ 1,877,509.95	\$ 1,875,987.89
2010 Lease Revenue Bonds	Chandler/BNY	\$ 271,416.88	\$ 270,573.55
2014 Downtown Brea Public Improvements CFD Bonds	Chandler/BNY	\$ 167,029.00	\$ 167,029.00
2014 Water Revenue Bonds	Chandler/BNY	\$ 767,734.38	\$ 767,734.38
2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	\$ 676,383.91	\$ 697,246.15
Sub-total - Fiscal Agent Cash & Investments		\$ 7,450,094.69	\$ 7,466,755.13
Report Grand Total		\$ 115,040,231.44	\$ 116,959,720.09

* Includes accrued interest on invested funds

** Reserve Fund

City of Brea
Cash and Investment Information
June 30, 2019

Fiscal Agent Cash & Investments Detail		Cost Value	Market Value
10103	2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1) - CHANDLER	\$ 460,901.53	\$ 466,572.67
	Short-Term Treasury Funds - BNY	\$ 3,896.29	\$ 3,896.29
	Sub-total	\$ 464,797.82	\$ 470,468.96
10073	2009 Water Revenue Bonds - CHANDLER	\$ 1,975,103.99	\$ 1,967,596.44
	Short-Term Treasury Funds - BNY	\$ 1,250,118.76	\$ 1,250,118.76
		\$ 3,225,222.75	\$ 3,217,715.20
10128	2010 Water Revenue Bonds - CHANDLER	\$ 1,392,191.97	\$ 1,390,669.91
	Short-Term Treasury Funds - BNY	\$ 485,317.98	\$ 485,317.98
	Sub-total	\$ 1,877,509.95	\$ 1,875,987.89
10129	2010 Lease Revenue Bonds - CHANDLER	\$ 271,335.94	\$ 270,492.61
	Short-Term Treasury Funds - BNY	\$ 80.94	\$ 80.94
	Sub-total	\$ 271,416.88	\$ 270,573.55
	2014 Downtown Brea Public Improvements CFD Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 167,029.00	\$ 167,029.00
	Sub-total	\$ 167,029.00	\$ 167,029.00
	2014 Water Revenue Bonds - CHANDLER	\$ -	\$ -
	Short-Term Treasury Funds - BNY	\$ 767,734.38	\$ 767,734.38
	Sub-total	\$ 767,734.38	\$ 767,734.38
10600	2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - CHANDLER	\$ 659,960.25	\$ 680,822.49
	Short-Term Treasury Funds - BNY	\$ 16,423.66	\$ 16,423.66
	Sub-total	\$ 676,383.91	\$ 697,246.15
Report Grand Total		\$ 7,450,094.69	\$ 7,466,755.13

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	2.41%
Average Purchase YTM	2.41%
Average Market YTM	2.41%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

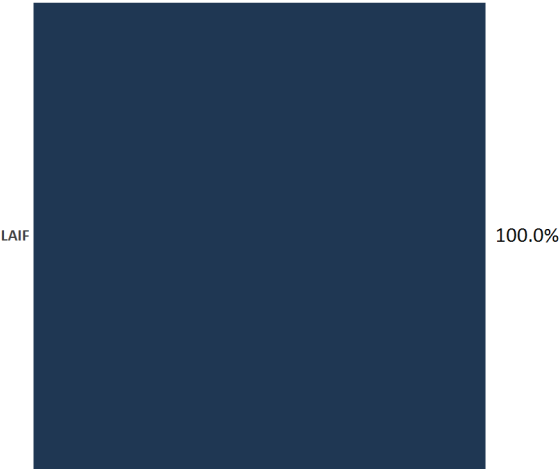
ACCOUNT SUMMARY

	Beg. Values as of 5/31/19	End Values as of 6/30/19
Market Value	24,474,523	22,474,523
Accrued Interest	103,260	152,023
Total Market Value	24,577,782	22,626,546
Income Earned	50,927	48,895
Cont/WD		-2,000,000
Par	24,474,523	22,474,523
Book Value	24,474,523	22,474,523
Cost Value	24,474,523	22,474,523

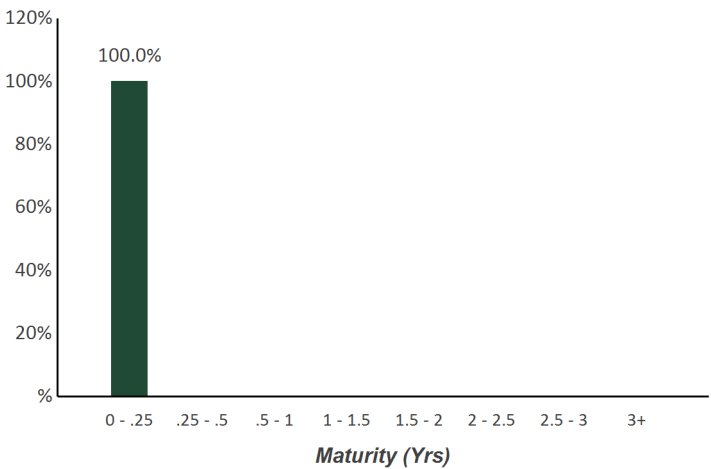
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

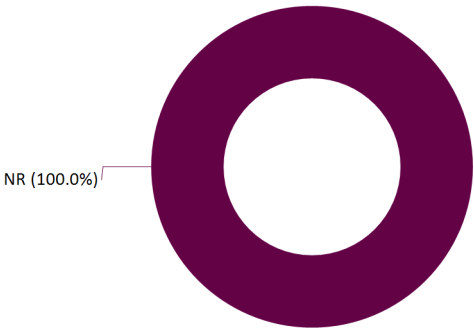
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	2/28/2012
City of Brea Laif	0.20%	0.66%	1.29%	2.44%	1.90%	1.50%	1.04%	N/A	N/A

Holdings Report

As of June 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	22,474,522.75	Various 2.41%	22,474,522.75 22,474,522.75	1.00 2.41%	22,474,522.75 152,022.96	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		22,474,522.75	2.41%	22,474,522.75	2.41%	22,474,522.75 152,022.96	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		22,474,522.75	2.41%	22,474,522.75	2.41%	22,474,522.75 152,022.96	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						22,626,545.71			

Portfolio Summary

As of June 30, 2019



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.50
Average Coupon	2.17%
Average Purchase YTM	2.19%
Average Market YTM	1.97%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.73 yrs
Average Life	2.61 yrs

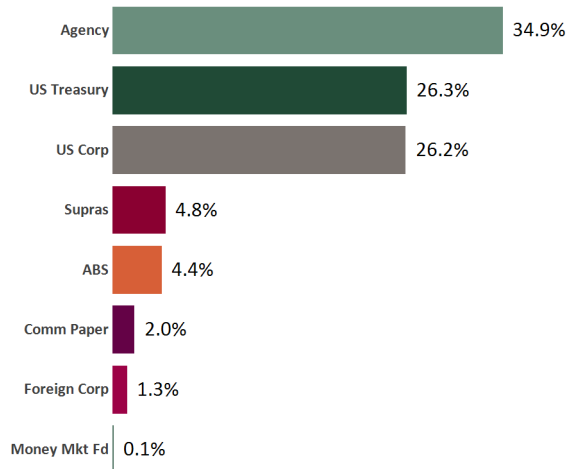
ACCOUNT SUMMARY

	Beg. Values as of 5/31/19	End Values as of 6/30/19
Market Value	74,367,742	74,863,407
Accrued Interest	368,459	385,868
Total Market Value	74,736,200	75,249,275
Income Earned	140,476	141,202
Cont/WD		0
Par	74,147,984	74,121,032
Book Value	74,045,400	74,180,973
Cost Value	73,944,323	74,077,572

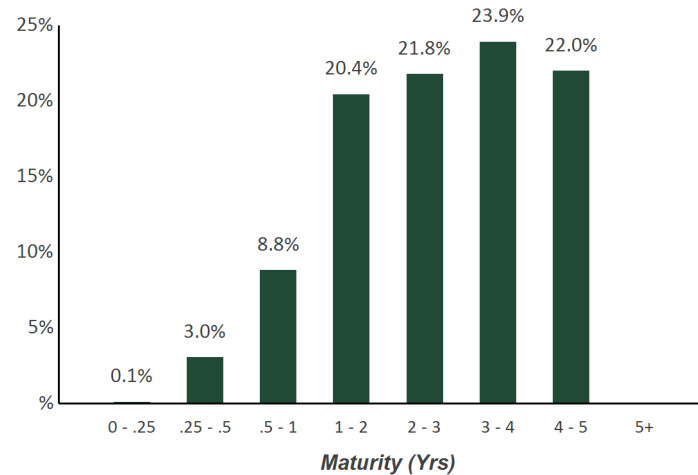
TOP ISSUERS

Government of United States	26.3%
Federal National Mortgage Assoc	16.0%
Federal Home Loan Bank	13.4%
Federal Home Loan Mortgage Corp	5.6%
Inter-American Dev Bank	4.2%
MUFG Bank Ltd/NY	2.0%
Bank of New York	1.5%
American Express ABS	1.4%
Total	70.3%

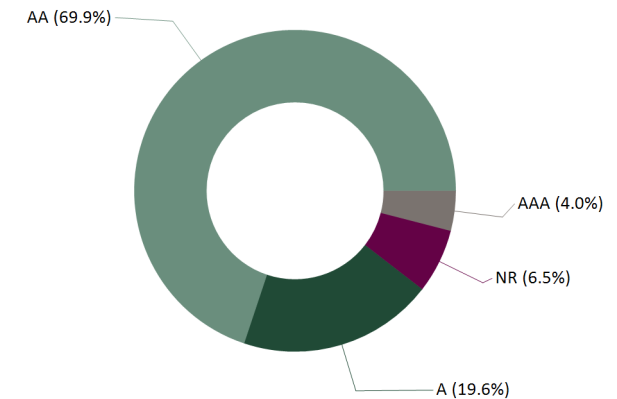
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	Annualized								
	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	4/30/1996
City of Brea	0.69%	1.64%	3.11%	4.87%	2.38%	1.59%	1.74%	2.01%	3.86%
ICE BAML 1-5 Yr US Treasury/Agency Index*	0.65%	1.81%	3.05%	4.87%	2.24%	1.32%	1.54%	1.72%	3.50%
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	0.69%	1.83%	3.20%	5.01%	2.33%	1.44%	1.65%	1.94%	N/A

*ICE BAML 1-Yr US Treasury Bill Index to 9/30/01,

Statement of Compliance

As of June 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

Reconciliation Summary

As of June 30, 2019



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$74,045,400.17
<u>Acquisition</u>		
+ Security Purchases	\$7,690,955.13	
+ Money Market Fund Purchases	\$6,761,574.96	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$14,452,530.09
<u>Dispositions</u>		
- Security Sales	\$699,455.20	
- Money Market Fund Sales	\$7,723,017.91	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$5,793,968.82	
- Calls	\$0.00	
- Principal Paydowns	\$115,509.55	
Total Dispositions		\$14,331,951.48
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$3,213.84	
		\$3,213.84
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$11,780.64	
		\$11,780.64
ENDING BOOK VALUE		\$74,180,973.26

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$1,029,322.51
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$699,455.20	
Accrued Interest Received	\$3,313.55	
Interest Received	\$135,366.06	
Dividend Received	\$7,930.60	
Principal on Maturities	\$5,793,968.82	
Interest on Maturities	\$6,031.18	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$115,509.55	
Total Acquisitions	\$6,761,574.96	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$7,690,955.13	
Accrued Interest Paid	\$32,062.78	
Total Dispositions	\$7,723,017.91	
ENDING BOOK VALUE		\$67,879.56

Holdings Report

As of June 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									
89238BAB8	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	238,450.00	01/23/2018 2.12%	238,425.64 238,438.36	99.93 2.49%	238,280.43 222.55	0.32% (157.93)	Aaa / AAA NR	1.30 0.19
654747AD6	Nissan Auto Receivables 2017-A A3 1.74% Due 8/16/2021	342,227.31	12/27/2017 2.10%	340,048.28 340,950.46	99.62 2.49%	340,924.06 248.11	0.45% (26.40)	Aaa / NR AAA	2.13 0.51
43811BAC8	Honda Auto Receivables 2017-2 A3 1.68% Due 8/16/2021	319,106.48	04/27/2018 2.62%	314,145.37 315,904.83	99.71 2.16%	318,191.90 238.27	0.42% 2,287.07	Aaa / AAA NR	2.13 0.60
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	105,368.17	07/11/2017 1.83%	105,360.45 105,364.00	99.74 2.27%	105,097.25 85.23	0.14% (266.75)	Aaa / NR AAA	2.30 0.58
47788CAC6	John Deere Owner Trust 2016-B A4 2.66% Due 4/18/2022	185,000.00	02/21/2018 2.68%	184,986.70 184,991.00	100.46 2.21%	185,847.30 218.71	0.25% 856.30	Aaa / NR AAA	2.80 0.97
43815HAC1	Honda Auto Receivables Owner 2018-3 A3 2.95% Due 8/22/2022	495,000.00	08/21/2018 2.98%	494,932.09 494,946.42	101.25 2.10%	501,189.48 405.63	0.67% 6,243.06	Aaa / NR AAA	3.15 1.44
02587AAJ3	American Express Credit 2017-1 1.93% Due 9/15/2022	1,050,000.00	Various 2.61%	1,039,535.16 1,041,885.48	99.80 2.27%	1,047,852.75 900.67	1.39% 5,967.27	Aaa / NR AAA	3.21 0.61
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	575,000.00	07/18/2018 3.10%	574,956.42 574,965.86	101.35 2.13%	582,750.41 787.11	0.78% 7,784.55	Aaa / NR AAA	3.38 1.38
Total ABS		3,310,151.96	2.64%	3,292,390.11 3,297,446.41	2.25%	3,320,133.58 3,106.28	4.42% 22,687.17	Aaa / AAA AAA	2.83 0.85
AGENCY									
3135G0A78	FNMA Note 1.625% Due 1/21/2020	1,000,000.00	Various 1.46%	1,008,032.32 1,000,908.38	99.74 2.09%	997,414.00 7,222.22	1.34% (3,494.38)	Aaa / AA+ AAA	0.56 0.55
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,250,000.00	05/28/2015 1.52%	1,241,437.50 1,248,548.33	99.43 2.07%	1,242,862.50 2,864.58	1.66% (5,685.83)	Aaa / AA+ AAA	0.84 0.82
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,030,000.00	Various 1.57%	1,026,700.60 1,029,331.99	99.49 2.03%	1,024,743.91 386.25	1.36% (4,588.08)	Aaa / AA+ AAA	0.98 0.96
3137EAEK1	FHLMC Note 1.875% Due 11/17/2020	450,000.00	11/21/2017 1.96%	448,833.97 449,460.27	99.97 1.90%	449,858.25 1,031.25	0.60% 397.98	Aaa / AA+ AAA	1.39 1.35
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,225,000.00	12/16/2015 1.90%	1,201,847.50 1,218,374.04	99.51 1.85%	1,218,991.38 1,582.29	1.62% 617.34	Aaa / AA+ AAA	1.42 1.39

Holdings Report

As of June 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									
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,070,000.00	02/17/2016 1.46%	1,065,677.20	99.27	1,062,144.06	1.42%	Aaa / AA+ AAA	1.64
				1,068,585.09	1.83%	5,435.45	(6,441.03)		1.60
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,275,000.00	Various 1.46%	1,269,953.70	99.23	1,265,195.25	1.69%	Aaa / AA+ AAA	1.66
				1,273,276.13	1.85%	6,087.24	(8,080.88)		1.62
3135G0K69	FNMA Note 1.25% Due 5/6/2021	400,000.00	05/27/2016 1.48%	395,724.00	98.97	395,890.40	0.53%	Aaa / AA+ AAA	1.85
				398,397.39	1.82%	763.89	(2,506.99)		1.81
3135G0U35	FNMA Note 2.75% Due 6/22/2021	500,000.00	06/28/2018 2.70%	500,740.00	101.81	509,028.50	0.68%	Aaa / AA+ AAA	1.98
				500,490.62	1.82%	343.75	8,537.88		1.92
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,285,000.00	10/04/2016 1.33%	1,273,126.60	98.75	1,268,986.33	1.70%	Aaa / AA+ AAA	2.04
				1,279,928.93	1.75%	6,706.09	(10,942.60)		1.99
3137EAEC9	FHLMC Note 1.125% Due 8/12/2021	1,250,000.00	08/30/2016 1.33%	1,237,737.50	98.58	1,232,230.00	1.64%	Aaa / AA+ AAA	2.12
				1,244,754.34	1.81%	5,429.69	(12,524.34)		2.07
3135G0N82	FNMA Note 1.25% Due 8/17/2021	1,285,000.00	Various 1.29%	1,282,305.71	98.86	1,270,412.68	1.70%	Aaa / AA+ AAA	2.13
				1,283,822.64	1.80%	5,978.82	(13,409.96)		2.08
3130AF5B9	FHLB Note 3% Due 10/12/2021	1,350,000.00	11/29/2018 2.91%	1,353,402.00	102.66	1,385,958.60	1.85%	Aaa / AA+ NR	2.29
				1,352,709.90	1.80%	8,887.50	33,248.70		2.19
3135G0S38	FNMA Note 2% Due 1/5/2022	1,350,000.00	04/25/2017 1.92%	1,354,927.50	100.52	1,357,082.10	1.82%	Aaa / AA+ AAA	2.52
				1,352,641.99	1.79%	13,200.00	4,440.11		2.42
3135G0T45	FNMA Note 1.875% Due 4/5/2022	1,315,000.00	06/19/2017 1.88%	1,314,801.44	100.18	1,317,356.48	1.76%	Aaa / AA+ AAA	2.77
				1,314,885.52	1.81%	5,890.10	2,470.96		2.67
3130A3KM5	FHLB Note 2.5% Due 12/9/2022	775,000.00	08/28/2018 2.83%	764,808.75	102.42	793,786.00	1.06%	Aaa / AA+ NR	3.45
				766,803.97	1.77%	1,184.03	26,982.03		3.29
3135G0T94	FNMA Note 2.375% Due 1/19/2023	1,000,000.00	03/14/2018 2.73%	984,140.00	101.97	1,019,655.00	1.37%	Aaa / AA+ AAA	3.56
				988,369.33	1.80%	10,687.50	31,285.67		3.36
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	1,200,000.00	07/20/2018 2.86%	1,193,976.00	103.54	1,242,474.00	1.65%	Aaa / AA+ AAA	3.97
				1,195,129.03	1.82%	1,100.00	47,344.97		3.75
313383YJ4	FHLB Note 3.375% Due 9/8/2023	1,200,000.00	10/29/2018 3.08%	1,215,756.00	106.35	1,276,224.00	1.71%	Aaa / AA+ NR	4.19
				1,213,596.55	1.79%	12,712.50	62,627.45		3.88
3135G0U43	FNMA Note 2.875% Due 9/12/2023	1,500,000.00	06/21/2019 1.89%	1,559,805.00	104.15	1,562,239.50	2.09%	Aaa / AA+ AAA	4.21
				1,559,533.34	1.84%	13,057.29	2,706.16		3.92
3130A0F70	FHLB Note 3.375% Due 12/8/2023	1,075,000.00	Various 2.74%	1,106,057.50	106.39	1,143,661.33	1.52%	Aaa / AA+ AAA	4.44
				1,103,134.79	1.87%	2,317.97	40,526.54		4.12

Holdings Report

As of June 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 1,500,101.33	102.18 1.89%	1,532,661.00 11,182.29	2.05% 32,559.67	Aaa / AA+ NR	4.69 4.39
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	1,500,000.00	06/18/2019 1.96%	1,564,890.20 1,564,462.83	104.71 1.87%	1,570,699.51 2,036.46	2.09% 6,236.68	Aaa / AA+ NR	4.96 4.61
Total Agency		25,785,000.00	2.01%	25,864,785.99 25,907,246.73	1.85%	26,139,554.78 126,087.16	34.90% 232,308.05	Aaa / AA+ AAA	2.76 2.62
COMMERCIAL PAPER									
62479MXN8	MUFG Bank Ltd/NY Discount CP 2.27% Due 10/22/2019	1,500,000.00	06/26/2019 2.32%	1,488,933.75 1,488,933.75	99.26 2.32%	1,488,933.75 378.33	1.98% 0.00	P-1 / A-1 NR	0.31 0.31
Total Commercial Paper		1,500,000.00	2.32%	1,488,933.75 1,488,933.75	2.32%	1,488,933.75 378.33	1.98% 0.00	P-1 / A-1 NR	0.31 0.31
FOREIGN CORPORATE									
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	950,000.00	Various 2.94%	963,259.00 962,662.32	103.52 2.45%	983,452.35 9,434.03	1.32% 20,790.03	Aa3 / A AA-	4.70 4.31
Total Foreign Corporate		950,000.00	2.94%	963,259.00 962,662.32	2.45%	983,452.35 9,434.03	1.32% 20,790.03	Aa3 / A AA-	4.70 4.31
MONEY MARKET FUND FI									
316175884	Fidelity Institutional Money Market Fund 696	67,879.56	Various 1.99%	67,879.56 67,879.56	1.00 1.99%	67,879.56 0.00	0.09% 0.00	Aaa / AAA NR	0.00 0.00
Total Money Market Fund FI		67,879.56	1.99%	67,879.56 67,879.56	1.99%	67,879.56 0.00	0.09% 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 1,064,291.65	99.62 2.07%	1,060,908.27 2,355.57	1.41% (3,383.38)	Aaa / AAA AAA	0.87 0.85
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	410,000.00	01/18/2018 2.35%	408,794.60 409,368.70	100.53 1.91%	412,168.90 3,997.50	0.55% 2,800.20	Aaa / AAA NR	1.58 1.52

Holdings Report

As of June 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									
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 1,274,199.56	100.80 1.80%	1,285,166.85 12,267.45	1.72% 10,967.29	Aaa / NR AAA	2.56 2.45
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	800,000.00	Various 2.40%	777,732.00 784,374.28	99.85 1.80%	798,817.60 4,161.12	1.07% 14,443.32	NR / NR AAA	3.21 3.09
Total Supranational		3,550,000.00	2.09%	3,522,434.30 3,532,234.19	1.89%	3,557,061.62 22,781.64	4.76% 24,827.43	Aaa / AAA AAA	2.09 2.01
US CORPORATE									
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	735,000.00	01/26/2015 2.17%	734,204.40 734,907.04	99.91 2.31%	734,309.84 6,628.27	0.98% (597.20)	A2 / A- A+	0.59 0.57
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	465,000.00	02/05/2015 1.77%	464,511.75 464,938.70	99.61 2.38%	463,180.92 3,074.17	0.62% (1,757.78)	Aa3 / A+ NR	0.63 0.61
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	750,000.00	06/11/2015 2.49%	741,693.75 748,504.88	99.97 2.29%	749,755.50 1,921.88	1.00% 1,250.62	A2 / A- NR	0.89 0.87
437076BQ4	Home Depot Note 1.8% Due 6/5/2020	330,000.00	05/24/2017 1.82%	329,808.60 329,940.62	99.65 2.18%	328,854.24 429.00	0.44% (1,086.38)	A2 / A A	0.93 0.92
594918BG8	Microsoft Callable Note Cont. 10/03/20 2% Due 11/3/2020	325,000.00	10/29/2015 2.02%	324,740.00 324,930.13	99.96 2.03%	324,870.65 1,047.22	0.43% (59.48)	Aaa / AAA AA+	1.35 1.31
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%	803,768.00 801,301.26	100.04 2.26%	800,342.40 2,964.44	1.07% (958.86)	A3 / A A	1.35 1.23
78012KKU0	Royal Bank of Canada Note 2.5% Due 1/19/2021	700,000.00	01/24/2018 2.64%	697,130.00 698,503.07	100.42 2.22%	702,972.90 7,875.00	0.94% 4,469.83	Aa2 / AA- AA	1.56 1.50
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	875,000.00	Various 1.97%	884,992.10 878,483.22	100.28 2.05%	877,424.63 6,480.83	1.17% (1,058.59)	Aaa / AA+ NR	1.67 1.62
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	315,000.00	05/24/2017 2.12%	322,663.95 318,413.64	100.89 2.26%	317,796.26 2,866.50	0.43% (617.38)	A2 / A A	1.68 1.62
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	410,000.00	05/08/2018 3.24%	407,150.50 408,232.06	101.62 2.11%	416,638.72 1,708.33	0.56% 8,406.66	A2 / A+ NR	1.87 1.80
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	940,000.00	Various 2.32%	932,971.20 933,659.24	99.74 2.09%	937,550.36 2,138.50	1.25% 3,891.12	A1 / A AA-	1.89 1.84

Holdings Report

As of June 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									
594918BP8	Microsoft Callable Note Cont 7/8/21 1.55% Due 8/8/2021	590,000.00	Various 1.57%	589,298.90 589,704.74	99.15 1.96%	584,976.74 3,632.60	0.78% (4,728.00)	Aaa / AAA AA+	2.11 2.05
68389XBK0	Oracle Corp Callable Note Cont 8/01/21 1.9% Due 9/15/2021	804,000.00	11/29/2016 2.40%	785,998.44 795,689.21	99.49 2.14%	799,930.15 4,497.93	1.07% 4,240.94	A1 / AA- A	2.21 2.14
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	750,000.00	Various 3.16%	736,272.75 740,024.79	101.05 2.17%	757,847.25 9,208.33	1.02% 17,822.46	Aa3 / AA- A+	2.54 2.41
91159HHP8	US Bancorp Callable Cont 12/23/2021 2.625% Due 1/24/2022	390,000.00	01/19/2017 2.66%	389,329.20 389,655.42	101.07 2.18%	394,169.10 4,464.69	0.53% 4,513.68	A1 / A+ AA-	2.57 2.37
69353RFE3	PNC Bank Callable Note Cont 6/28/2022 2.45% Due 7/28/2022	890,000.00	07/25/2017 2.45%	889,919.90 889,950.74	101.03 2.09%	899,191.92 9,267.13	1.21% 9,241.18	A2 / A A+	3.08 2.85
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	950,000.00	Various 2.65%	932,933.50 937,025.74	99.75 2.28%	947,649.70 6,560.28	1.27% 10,623.96	A1 / A A	3.19 3.04
48128BAB7	JP Morgan Chase & Co Callable Note 1X 1/15/2022 2.972% Due 1/15/2023	925,000.00	Various 3.11%	919,202.75 920,876.10	101.45 2.38%	938,424.53 12,676.41	1.26% 17,548.43	A2 / A- AA-	3.55 2.95
808513AT2	Charles Schwab Corp Callable Note Cont 12/25/2022 2.65% Due 1/25/2023	750,000.00	05/20/2019 2.73%	748,027.50 748,086.21	101.24 2.28%	759,329.25 8,612.50	1.02% 11,243.04	A2 / A A	3.58 3.28
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	650,000.00	Various 3.23%	637,699.50 640,453.99	102.15 2.19%	663,991.90 5,813.89	0.89% 23,537.91	A2 / A A	3.68 3.46
06406RAG2	Bank of NY Mellon Corp Note 3.5% Due 4/28/2023	800,000.00	05/16/2019 2.78%	821,248.00 820,627.84	104.29 2.32%	834,324.00 4,900.00	1.12% 13,696.16	A1 / A AA-	3.83 3.56
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	900,000.00	Various 3.18%	871,569.25 874,986.89	100.99 2.13%	908,911.80 3,480.00	1.21% 33,924.91	Aa1 / AA+ NR	3.84 3.64
097023BQ7	Boeing Co Callable Note Cont 4/15/2023 1.875% Due 6/15/2023	500,000.00	02/13/2019 2.98%	477,785.00 479,695.97	98.16 2.36%	490,807.50 416.67	0.65% 11,111.53	A2 / A A	3.96 3.78
931142EK5	Wal-Mart Stores Callable Note Cont 5/26/2023 3.4% Due 6/26/2023	904,000.00	04/26/2019 2.68%	928,769.60 927,736.84	105.10 2.03%	950,129.31 426.89	1.26% 22,392.47	Aa2 / AA AA	3.99 3.66
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	225,000.00	07/11/2018 3.49%	224,610.75 224,685.44	104.30 2.33%	234,667.13 3,600.94	0.32% 9,981.69	A2 / A NR	4.04 3.71
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	760,000.00	Various 3.28%	763,588.40 763,525.40	103.47 2.51%	786,363.64 10,192.44	1.06% 22,838.24	A1 / A+ NR	4.11 3.78

Holdings Report

As of June 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									
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	250,000.00	05/16/2019 2.79%	256,575.00 256,396.15	104.28 2.35%	260,695.75 3,354.17	0.35% 4,299.60	A1 / A AA-	4.12 3.78
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	750,000.00	Various 3.38%	757,259.00 757,127.00	105.24 2.33%	789,310.50 6,117.19	1.06% 32,183.50	A2 / A NR	4.28 3.93
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	900,000.00	Various 3.36%	905,512.00 905,212.67	103.67 2.50%	933,011.10 10,295.00	1.25% 27,798.43	A2 / A- A+	4.68 3.41
Total US Corporate		19,333,000.00	2.67%	19,279,233.69 19,303,275.00	2.23%	19,587,427.69 144,651.20	26.22% 284,152.69	A1 / A+ A+	2.78 2.55
US TREASURY									
912828F39	US Treasury Note 1.75% Due 9/30/2019	800,000.00	06/26/2019 2.10%	799,250.00 799,281.58	99.89 2.16%	799,156.00 3,519.13	1.07% (125.58)	Aaa / AA+ AAA	0.25 0.25
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,250,000.00	09/29/2015 1.37%	1,250,394.81 1,250,093.81	99.38 1.91%	1,242,285.00 5,744.74	1.66% (7,808.81)	Aaa / AA+ AAA	1.17 1.15
912828L99	US Treasury Note 1.375% Due 10/31/2020	800,000.00	11/23/2015 1.71%	787,471.43 796,609.02	99.35 1.87%	794,812.80 1,853.26	1.06% (1,796.22)	Aaa / AA+ AAA	1.34 1.31
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,300,000.00	03/09/2016 1.40%	1,298,734.82 1,299,589.37	99.30 1.83%	1,290,859.70 7,456.15	1.73% (8,729.67)	Aaa / AA+ AAA	1.59 1.55
912828B90	US Treasury Note 2% Due 2/28/2021	1,250,000.00	04/26/2016 1.40%	1,285,111.61 1,262,081.41	100.30 1.82%	1,253,760.00 8,355.98	1.68% (8,321.41)	Aaa / AA+ AAA	1.67 1.62
912828Q37	US Treasury Note 1.25% Due 3/31/2021	800,000.00	12/13/2016 1.81%	781,471.43 792,449.14	99.06 1.80%	792,500.00 2,513.66	1.06% 50.86	Aaa / AA+ AAA	1.75 1.72
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,300,000.00	11/09/2016 1.48%	1,278,016.07 1,289,876.31	98.68 1.73%	1,282,836.10 3,676.23	1.71% (7,040.21)	Aaa / AA+ AAA	2.25 2.20
912828F96	US Treasury Note 2% Due 10/31/2021	1,025,000.00	01/27/2017 1.94%	1,027,686.05 1,026,320.58	100.61 1.73%	1,031,206.38 3,453.80	1.37% 4,885.80	Aaa / AA+ AAA	2.34 2.27
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,360,000.00	03/13/2017 2.14%	1,335,407.68 1,346,787.23	100.06 1.73%	1,360,850.00 7,954.89	1.82% 14,062.77	Aaa / AA+ AAA	2.67 2.58
912828XG0	US Treasury Note 2.125% Due 6/30/2022	1,100,000.00	08/15/2017 1.82%	1,115,601.34 1,109,608.25	101.18 1.72%	1,112,976.70 63.52	1.48% 3,368.45	Aaa / AA+ AAA	3.00 2.90
912828L24	US Treasury Note 1.875% Due 8/31/2022	1,000,000.00	09/26/2017 1.87%	1,000,433.04 1,000,278.50	100.45 1.73%	1,004,492.00 6,266.98	1.34% 4,213.50	Aaa / AA+ AAA	3.17 3.05

Holdings Report

As of June 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									
912828L57	US Treasury Note 1.75% Due 9/30/2022	1,240,000.00	10/17/2017 1.99%	1,226,243.75 1,230,968.66	100.07 1.73%	1,240,871.72 5,454.64	1.66% 9,903.06	Aaa / AA+ AAA	3.25 3.13
912828N30	US Treasury Note 2.125% Due 12/31/2022	1,150,000.00	01/25/2018 2.46%	1,132,121.09 1,137,296.04	101.36 1.72%	1,165,677.95 66.41	1.55% 28,381.91	Aaa / AA+ AAA	3.51 3.36
912828T91	US Treasury Note 1.625% Due 10/31/2023	1,500,000.00	05/29/2019 2.05%	1,472,988.28 1,473,523.50	99.50 1.75%	1,492,500.00 4,106.66	1.99% 18,976.50	Aaa / AA+ AAA	4.34 4.15
912828V23	US Treasury Note 2.25% Due 12/31/2023	1,250,000.00	06/21/2019 1.80%	1,274,560.55 1,274,456.42	102.16 1.75%	1,276,952.50 76.43	1.70% 2,496.08	Aaa / AA+ AAA	4.51 4.27
912828B66	US Treasury Note 2.75% Due 2/15/2024	1,500,000.00	04/29/2019 2.31%	1,529,648.44 1,528,599.24	104.42 1.75%	1,566,328.50 15,497.24	2.10% 37,729.26	Aaa / AA+ AAA	4.63 4.30
912828X70	US Treasury Note 2% Due 4/30/2024	1,000,000.00	06/10/2019 1.92%	1,003,515.63 1,003,476.24	101.09 1.76%	1,010,898.00 3,369.57	1.35% 7,421.76	Aaa / AA+ AAA	4.84 4.58
Total US Treasury		19,625,000.00	1.86%	19,598,656.02 19,621,295.30	1.78%	19,718,963.35 79,429.29	26.31% 97,668.05	Aaa / AA+ AAA	2.85 2.73
				74,077,572.42		74,863,406.68	100.00%	Aa1 / AA	2.73
TOTAL PORTFOLIO		74,121,031.52	2.19%	74,180,973.26	1.97%	385,867.93	682,433.42	AAA	2.50
TOTAL MARKET VALUE PLUS ACCRUED						75,249,274.61			

Book Value Report

As of June 30, 2019



MIG	Book Value	12 Months or Less	13 to 24 Months	25 to 60 Months	Total Holdings
ABS	\$3,297,446.41	\$1,880,634.26	\$1,416,812.15	\$0.00	\$3,297,446.41
Agency	\$25,907,246.73	\$3,278,788.70	\$4,908,583.54	\$17,719,874.49	\$25,907,246.73
Commercial Paper	\$1,488,933.75	\$1,488,933.75	\$0.00	\$0.00	\$1,488,933.75
Foreign Corporate	\$962,662.32	\$0.00	\$0.00	\$962,662.32	\$962,662.32
Money Market Fund FI	\$67,879.56	\$67,879.56	\$0.00	\$0.00	\$67,879.56
Supranational	\$3,532,234.19	\$1,064,291.65	\$409,368.70	\$2,058,573.84	\$3,532,234.19
US Corporate	\$19,303,275.00	\$2,278,291.24	\$4,363,522.62	\$12,661,461.14	\$19,303,275.00
US Treasury	\$19,621,295.30	\$799,281.58	\$5,400,822.75	\$13,421,190.97	\$19,621,295.30
TOTAL	\$74,180,973.26	\$10,858,100.74	\$16,499,109.76	\$46,823,762.76	\$74,180,973.26

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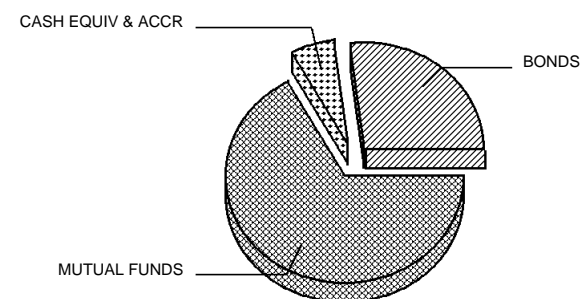
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ASSET SUMMARY

ASSETS	06/30/2019 MARKET	06/30/2019 BOOK VALUE	% OF MARKET
Cash And Equivalents	462,522.00	462,522.00	5.42
Corporate Issues	2,314,987.50	2,378,323.25	27.14
Mutual Funds-Equity	5,127,073.59	4,519,149.32	60.11
Mutual Funds-Fixed Income	594,519.16	590,429.40	6.97
Total Assets	8,499,102.25	7,950,423.97	99.64
Accrued Income	30,424.78	30,424.78	0.36
Grand Total	8,529,527.03	7,980,848.75	100.00

Estimated Annual Income **196,500.24**



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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ATTACHMENT A



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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	1,049,783.190	1,049,783.19 1.0000	1,049,783.19	.00 .00	792.90	2.27
Total Money Markets	1,049,783.190	1,049,783.19	1,049,783.19	.00 .00	792.90	2.27
Cash						
Cash		723.31	723.31			
Pending Cash		- 587,984.50	- 587,984.50			
Total Cash	.000	- 587,261.19	- 587,261.19	.00 .00	.00	0.00
Total Cash And Equivalents	1,049,783.190	462,522.00	462,522.00	.00 .00	792.90	5.16
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	153,598.50 102.3990	158,403.00	- 4,804.50 1,611.00	1,520.00	2.78
Becton Dickinson 2.675% 12/15/19 Standard & Poors Rating: BBB Moody's Rating: Ba1 075887BE8 Asset Minor Code 28	100,000.000	100,032.00 100.0320	99,718.00	314.00 79.00	118.89	2.67

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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
Cisco Systems Inc 2.900% 3/04/21 Standard & Poors Rating: AA- Moody's Rating: A1 17275RAP7 Asset Minor Code 28	200,000.000	202,454.00 101.2270	207,884.00	- 5,430.00 960.00	1,885.00	2.86
Gen Elec Cap Crp Mtn 6.000% 8/07/19 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 36962G4D3 Asset Minor Code 28	175,000.000	175,574.00 100.3280	200,947.25	- 25,373.25 - 332.50	4,200.00	5.98
Gen Elec Cap Crp Mtn 5.500% 1/08/20 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 36962G4J0 Asset Minor Code 28	200,000.000	202,842.00 101.4210	228,930.00	- 26,088.00 - 214.00	5,286.11	5.42
Intercontinental 3.750% 12/01/25 Standard & Poors Rating: A Moody's Rating: A2 45866FAD6 Asset Minor Code 28	100,000.000	106,889.00 106.8890	104,231.00	2,658.00 1,506.00	312.50	3.51
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	75,768.75 101.0250	74,970.75	798.00 1,000.50	241.88	2.67
Kimberly Clark Corp 2.750% 2/15/26 Standard & Poors Rating: A Moody's Rating: A2 494368BU6 Asset Minor Code 28	100,000.000	101,833.00 101.8330	103,111.00	- 1,278.00 1,918.00	1,038.89	2.70
Medtronic Inc 3.125% 3/15/22 Standard & Poors Rating: A Moody's Rating: A3 585055AX4 Asset Minor Code 28	200,000.000	205,560.00 102.7800	208,046.00	- 2,486.00 2,008.00	1,840.28	3.04

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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
Mondelez Int 4.000% 2/01/24 Standard & Poors Rating: BBB Moody's Rating: Baa1 609207AB1 Asset Minor Code 28	100,000.000	105,560.00 105.5600	109,303.00	- 3,743.00 288.00	1,666.67	3.79
Nike Inc 2.375% 11/01/26 Standard & Poors Rating: AA- Moody's Rating: A1 654106AF0 Asset Minor Code 28	100,000.000	100,259.00 100.2590	94,613.00	5,646.00 2,157.00	395.83	2.37
Pepsico Inc 2.750% 4/30/25 Standard & Poors Rating: A+ Moody's Rating: A1 713448CT3 Asset Minor Code 28	75,000.000	76,878.75 102.5050	73,932.75	2,946.00 976.50	349.48	2.68
Stryker Corp 3.375% 11/01/25 Standard & Poors Rating: A Moody's Rating: Baa1 863667AH4 Asset Minor Code 28	100,000.000	105,085.00 105.0850	100,401.00	4,684.00 1,391.00	562.50	3.21
Suntrust Banks Inc 2.700% 1/27/22 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 867914BM4 Asset Minor Code 28	75,000.000	75,547.50 100.7300	75,130.50	417.00 333.75	866.25	2.68
Verizon 5.150% 9/15/23 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 92343VBR4 Asset Minor Code 28	200,000.000	223,316.00 111.6580	230,048.00	- 6,732.00 2,446.00	3,032.78	4.61
Visa Inc 2.200% 12/14/20 Standard & Poors Rating: AA- Moody's Rating: Aa3 92826CAB8 Asset Minor Code 28	200,000.000	200,314.00 100.1570	204,764.00	- 4,450.00 676.00	207.78	2.20

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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
Wells Fargo Mtn 3.300% 9/09/24 Standard & Poors Rating: A- Moody's Rating: A2 94974BGA2 Asset Minor Code 28	100,000.000	103,476.00 103.4760	103,890.00	- 414.00 1,640.00	1,026.67	3.19
Total Corporate Issues	2,250,000.000	2,314,987.50	2,378,323.25	- 63,335.75 18,444.25	24,551.51	3.49

Mutual Funds

Mutual Funds-Equity

Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	16,420.848	429,405.18 26.1500	361,543.25	67,861.93 26,446.96	.00	1.25
Dfa Large Cap Intl Port. 233203868 Asset Minor Code 98	10,281.054	230,295.61 22.4000	214,914.88	15,380.73 8,749.24	3,088.79	2.96
Dodge & Cox International Stock Fund 256206103 Asset Minor Code 98	4,063.957	169,304.45 41.6600	150,143.29	19,161.16 9,191.39	.00	2.59
Dodge & Cox Stock Fund 256219106 Asset Minor Code 98	3,203.590	599,391.69 187.1000	569,436.18	29,955.51 27,317.61	.00	1.59
Harbor Capital Appreciaton CI R 411512528 Asset Minor Code 98	4,077.644	305,945.63 75.0300	254,812.00	51,133.63 20,288.24	.00	0.28
Hartford Schroders Emerging Markets 41665H797 Asset Minor Code 98	26,742.933	419,329.19 15.6800	344,382.68	74,946.51 25,966.15	.00	1.22
Ishares Russell Mid Cap Etf 464287499 Asset Minor Code 94	7,213.000	402,990.31 55.8700	321,846.76	81,143.55 21,789.38	.00	1.61

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ATTACHMENT A



PARS/CITY OF BREA 115P
ACCOUNT 6746050800

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Period from June 1, 2019 to June 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
Mfs International Growth R6 552746356 Asset Minor Code 98	4,823.935	168,644.77 34.9600	131,713.13	36,931.64 5,087.32	.00	1.16
Price T Rowe Growth Stk Fd Inc 741479406 Asset Minor Code 98	4,429.981	304,738.39 68.7900	251,177.79	53,560.60 16,730.18	.00	0.31
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	6,093.606	379,997.27 62.3600	374,183.40	5,813.87 31,853.37	.00	1.44
Vanguard Growth & Income Adm Shs#593 921913208 Asset Minor Code 98	13,944.825	1,109,031.93 79.5300	981,026.40	128,005.53 60,608.89	.00	1.67
Vanguard Real Estate Etf 922908553 Asset Minor Code 94	2,556.000	223,394.40 87.4000	214,539.34	8,855.06 706.85	1,991.55	4.05
Victory Rs Small Cap Growth Fund 92647Q363 Asset Minor Code 98	4,580.264	384,604.77 83.9700	349,430.22	35,174.55 25,603.83	.00	0.00
Total Mutual Funds-Equity	108,431.637	5,127,073.59	4,519,149.32	607,924.27 280,339.41	5,080.34	1.45
Mutual Funds-Fixed Income						
Vanguard Short Term Invst Grade #539 922031836 Asset Minor Code 99	55,510.659	594,519.16 10.7100	590,429.40	4,089.76 1,507.78	.03	2.92
Total Mutual Funds-Fixed Income	55,510.659	594,519.16	590,429.40	4,089.76 1,507.78	.03	2.92
Total Mutual Funds	163,942.296	5,721,592.75	5,109,578.72	612,014.03 281,847.19	5,080.37	1.60

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ATTACHMENT A



PARS/CITY OF BREA 115P
ACCOUNT 6746050800

Page 11 of 36
Period from June 1, 2019 to June 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 Assets	3,463,725.486	8,499,102.25	7,950,423.97	548,678.28 300,291.44	30,424.78	2.31
Accrued Income	.000	30,424.78	30,424.78			
Grand Total	3,463,725.486	8,529,527.03	7,980,848.75			

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 CHARACTERISTICS

Average Modified Duration	2.31
Average Coupon	1.94%
Average Purchase YTM	1.95%
Average Market YTM	1.84%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.41 yrs
Average Life	2.41 yrs

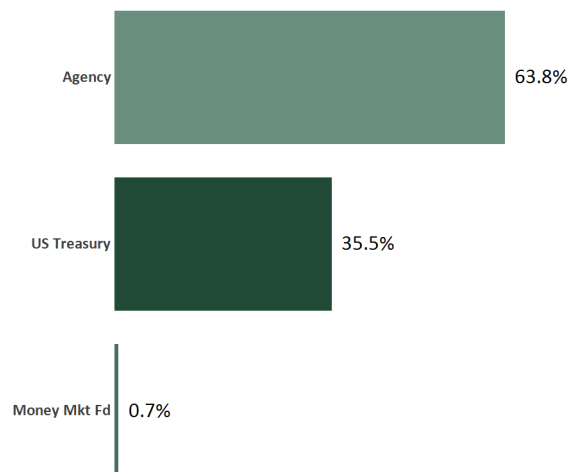
ACCOUNT SUMMARY

	Beg. Values as of 5/31/19	End Values as of 6/30/19
Market Value	461,455	464,705
Accrued Interest	2,486	1,868
Total Market Value	463,941	466,573
Income Earned	748	740
Cont/WD		0
Par	459,721	461,076
Book Value	459,976	461,335
Cost Value	459,547	460,902

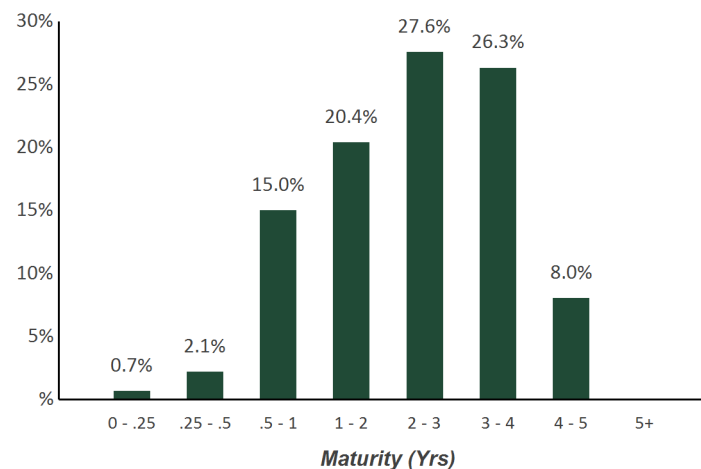
TOP ISSUERS

Government of United States	35.5%
Federal National Mortgage Assoc	31.0%
Federal Home Loan Bank	24.0%
Federal Home Loan Mortgage Corp	8.8%
Invesco Treasury Portfolio MMF	0.7%
Total	100.0%

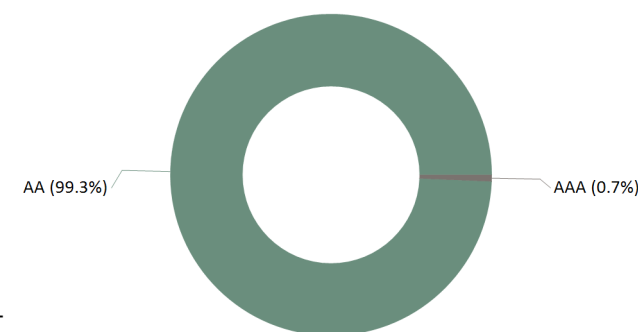
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	11/30/2009
Brea 05 CFD 97-1 Spec Tax Reserve Fund	0.57%	1.71%	2.96%	4.82%	2.11%	1.24%	1.77%	N/A	2.13%
ICE BAML 3-Month US Treasury Bill Index	0.22%	0.64%	1.24%	2.31%	1.84%	1.38%	0.87%	N/A	0.50%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$459,976.42
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$1,354.99	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$1,354.99
<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		\$461,334.92

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$1,720.76
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$1,353.13	
Dividend Received	\$1.86	
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	\$1,354.99	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$3,075.75

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 9,996.28	99.76 2.20%	9,975.75 30.90	2.14% (20.53)	Aaa / AA+ AAA	0.26 0.25
313383HU8	FHLB Note 1.75% Due 6/12/2020	40,000.00	06/26/2015 1.87%	39,779.20 39,957.67	99.75 2.02%	39,899.20 36.94	8.56% (58.47)	Aaa / AA+ NR	0.95 0.94
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	35,000.00	03/11/2016 1.64%	34,566.00 34,855.98	99.27 1.83%	34,743.03 177.80	7.48% (112.95)	Aaa / AA+ AAA	1.64 1.60
3135G0Q89	FNMA Note 1.375% Due 10/7/2021	43,000.00	10/27/2016 1.50%	42,738.13 42,879.73	99.00 1.82%	42,572.11 137.96	9.15% (307.62)	Aaa / AA+ AAA	2.27 2.22
3135G0S38	FNMA Note 2% Due 1/5/2022	40,000.00	04/24/2017 1.92%	40,142.40 40,076.31	100.52 1.79%	40,209.84 391.11	8.70% 133.53	Aaa / AA+ AAA	2.52 2.42
3135G0T78	FNMA Note 2% Due 10/5/2022	30,000.00	01/09/2018 2.36%	29,518.50 29,668.05	100.70 1.78%	30,209.94 143.33	6.51% 541.89	Aaa / AA+ AAA	3.27 3.13
3135G0T94	FNMA Note 2.375% Due 1/19/2023	30,000.00	06/13/2018 2.91%	29,319.90 29,474.54	101.97 1.80%	30,589.65 320.63	6.62% 1,115.11	Aaa / AA+ AAA	3.56 3.36
3137EAEN5	FHLMC Note 2.75% Due 6/19/2023	30,000.00	09/14/2018 2.97%	29,707.20 29,755.61	103.54 1.82%	31,061.85 27.50	6.66% 1,306.24	Aaa / AA+ AAA	3.97 3.75
3130A0F70	FHLB Note 3.375% Due 12/8/2023	35,000.00	02/21/2019 2.62%	36,182.30 36,095.15	106.39 1.87%	37,235.49 75.47	8.00% 1,140.34	Aaa / AA+ AAA	4.44 4.12
Total Agency		293,000.00	2.14%	291,887.53 292,759.32	1.86%	296,496.86 1,341.64	63.84% 3,737.54	Aaa / AA+ AAA	2.67 2.55
MONEY MARKET FUND FI									
825252109	Invesco Treasury MMFD Private Class	3,075.75	Various 1.92%	3,075.75 3,075.75	1.00 1.92%	3,075.75 0.00	0.66% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		3,075.75	1.92%	3,075.75 3,075.75	1.92%	3,075.75 0.00	0.66% 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 29,904.89	99.34 2.01%	29,803.14 84.84	6.41% (101.75)	Aaa / AA+ AAA	0.75 0.74
912828WC0	US Treasury Note 1.75% Due 10/31/2020	30,000.00	11/04/2015 1.63%	30,166.51 30,044.60	99.83 1.88%	29,948.43 88.45	6.44% (96.17)	Aaa / AA+ AAA	1.34 1.31



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 30,551.82	100.43 1.77%	30,128.91 50.82	6.47% (422.91)	Aaa / AA+ AAA	1.92 1.87
912828G53	US Treasury Note 1.875% Due 11/30/2021	35,000.00	01/18/2017 1.89%	34,974.14 34,987.14	100.32 1.74%	35,110.74 55.58	7.54% 123.60	Aaa / AA+ AAA	2.42 2.35
912828J43	US Treasury Note 1.75% Due 2/28/2022	10,000.00	04/24/2017 1.84%	9,960.58 9,978.32	100.06 1.73%	10,006.25 58.49	2.16% 27.93	Aaa / AA+ AAA	2.67 2.58
912828L24	US Treasury Note 1.875% Due 8/31/2022	30,000.00	09/18/2017 1.84%	30,051.66 30,033.08	100.45 1.73%	30,134.76 188.01	6.50% 101.68	Aaa / AA+ AAA	3.17 3.05
Total US Treasury		165,000.00	1.61%	165,938.25 165,499.85	1.82%	165,132.23 526.19	35.51% (367.62)	Aaa / AA+ AAA	1.99 1.93
TOTAL PORTFOLIO		461,075.75	1.95%	460,901.53 461,334.92	1.84%	464,704.84 1,867.83	100.00% 3,369.92	Aaa / AA+ AAA	2.41 2.31
TOTAL MARKET VALUE PLUS ACCRUED						466,572.67			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.03
Average Coupon	1.86%
Average Purchase YTM	1.59%
Average Market YTM	1.83%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.10 yrs
Average Life	2.10 yrs

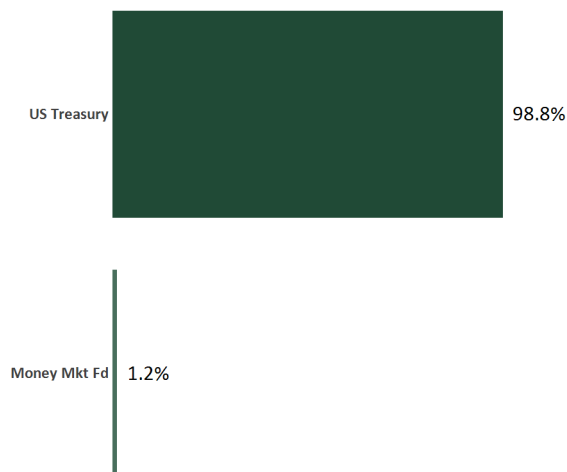
ACCOUNT SUMMARY

	Beg. Values as of 5/31/19	End Values as of 6/30/19
Market Value	1,949,164	1,959,315
Accrued Interest	7,302	8,281
Total Market Value	1,956,467	1,967,596
Income Earned	2,632	2,552
Cont/WD		0
Par	1,951,097	1,953,088
Book Value	1,955,704	1,957,277
Cost Value	1,973,112	1,975,104

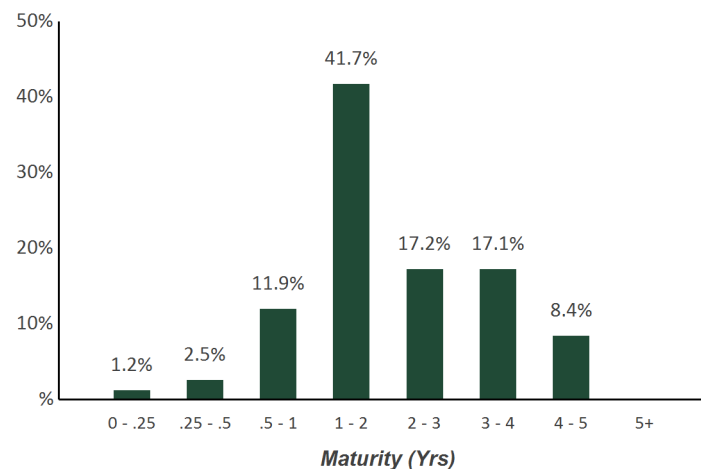
TOP ISSUERS

Government of United States	98.8%
Invesco Treasury Portfolio MMF	1.2%
Total	100.0%

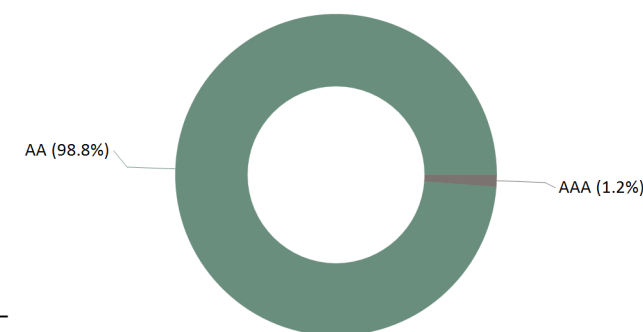
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	6/30/2009
Brea 2009 Water Revenue Bond Reserve Fund	0.57%	1.58%	2.74%	4.38%	1.92%	0.97%	1.62%	2.35%	2.35%
ICE BAML 3-Month US Treasury Bill Index	0.22%	0.64%	1.24%	2.31%	1.84%	1.38%	0.87%	0.49%	0.49%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$1,955,703.73
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$1,991.66	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$1,991.66
<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	(\$418.20)	
		(\$418.20)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$1,957,277.19

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$21,096.63
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$1,959.38	
Dividend Received	\$32.28	
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	\$1,991.66	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$23,088.29

Brea 2009 Water Revenue Bond Reserve Fund

Account #10073

Holdings Report

As of June 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	23,088.29	Various 1.92%	23,088.29 23,088.29	1.00 1.92%	23,088.29 0.00	1.17% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		23,088.29	1.92%	23,088.29 23,088.29	1.92%	23,088.29 0.00	1.17% 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 50,119.07	99.74 2.12%	49,871.10 63.52	2.54% (247.97)	Aaa / AA+ AAA	0.42 0.41
912828UQ1	US Treasury Note 1.25% Due 2/29/2020	135,000.00	Various 1.60%	132,834.83 134,696.97	99.48 2.04%	134,293.41 564.03	6.85% (403.56)	Aaa / AA+ AAA	0.67 0.66
912828UV0	US Treasury Note 1.125% Due 3/31/2020	100,000.00	05/07/2015 1.57%	97,930.02 99,682.97	99.34 2.01%	99,343.80 282.79	5.06% (339.17)	Aaa / AA+ AAA	0.75 0.74
912828XM7	US Treasury Note 1.625% Due 7/31/2020	165,000.00	08/24/2016 1.03%	168,796.84 166,047.04	99.67 1.93%	164,452.20 1,118.42	8.41% (1,594.84)	Aaa / AA+ AAA	1.09 1.06
912828WC0	US Treasury Note 1.75% Due 10/31/2020	160,000.00	Various 1.46%	161,991.55 160,604.58	99.83 1.88%	159,724.96 471.74	8.14% (879.62)	Aaa / AA+ AAA	1.34 1.31
912828A83	US Treasury Note 2.375% Due 12/31/2020	165,000.00	08/24/2016 1.08%	174,062.66 168,131.15	100.79 1.84%	166,302.02 10.65	8.45% (1,829.13)	Aaa / AA+ AAA	1.51 1.47
912828B90	US Treasury Note 2% Due 2/28/2021	165,000.00	08/24/2016 1.10%	171,516.76 167,404.24	100.30 1.82%	165,496.32 1,102.99	8.47% (1,907.92)	Aaa / AA+ AAA	1.67 1.62
912828WN6	US Treasury Note 2% Due 5/31/2021	160,000.00	Various 1.04%	167,290.77 162,872.60	100.43 1.77%	160,687.52 271.04	8.18% (2,185.08)	Aaa / AA+ AAA	1.92 1.87
912828F21	US Treasury Note 2.125% Due 9/30/2021	170,000.00	10/27/2016 1.38%	175,983.77 172,735.63	100.84 1.74%	171,434.46 908.06	8.76% (1,301.17)	Aaa / AA+ AAA	2.25 2.18
912828J43	US Treasury Note 1.75% Due 2/28/2022	165,000.00	04/24/2017 1.84%	164,349.58 164,642.25	100.06 1.73%	165,103.13 965.12	8.44% 460.88	Aaa / AA+ AAA	2.67 2.58
912828L24	US Treasury Note 1.875% Due 8/31/2022	165,000.00	09/18/2017 1.84%	165,284.15 165,181.94	100.45 1.73%	165,741.18 1,034.05	8.48% 559.24	Aaa / AA+ AAA	3.17 3.05
9128284D9	US Treasury Note 2.5% Due 3/31/2023	165,000.00	06/13/2018 2.84%	162,518.55 163,059.91	102.79 1.73%	169,602.02 1,036.89	8.67% 6,542.11	Aaa / AA+ AAA	3.75 3.55

Holdings Report

As of June 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	99.50	164,175.00	8.37%	Aaa / AA+	4.34
	1.625% Due 10/31/2023		2.52%	159,010.55	1.75%	451.73	5,164.45	AAA	4.15
Total US Treasury		1,930,000.00	1.58%	1,952,015.70 1,934,188.90	1.83%	1,936,227.12 8,281.03	98.83% 2,038.22	Aaa / AA+ AAA	2.13 2.05
TOTAL PORTFOLIO		1,953,088.29	1.59%	1,975,103.99 1,957,277.19	1.83%	1,959,315.41 8,281.03	100.00% 2,038.22	Aaa / AA+ AAA	2.10 2.03
TOTAL MARKET VALUE PLUS ACCRUED						1,967,596.44			

Portfolio Summary

As of June 30, 2019



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.21
Average Coupon	1.89%
Average Purchase YTM	1.67%
Average Market YTM	1.81%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.29 yrs
Average Life	2.29 yrs

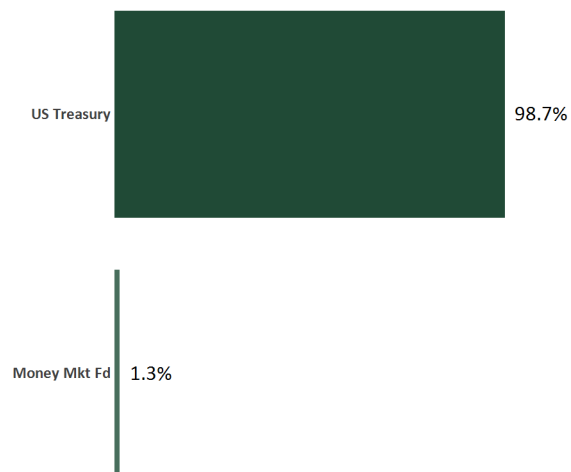
ACCOUNT SUMMARY

	Beg. Values as of 5/31/19	End Values as of 6/30/19
Market Value	1,376,469	1,385,229
Accrued Interest	5,915	5,441
Total Market Value	1,382,385	1,390,670
Income Earned	1,954	1,894
Cont/WD		0
Par	1,376,671	1,379,283
Book Value	1,378,576	1,380,944
Cost Value	1,389,580	1,392,192

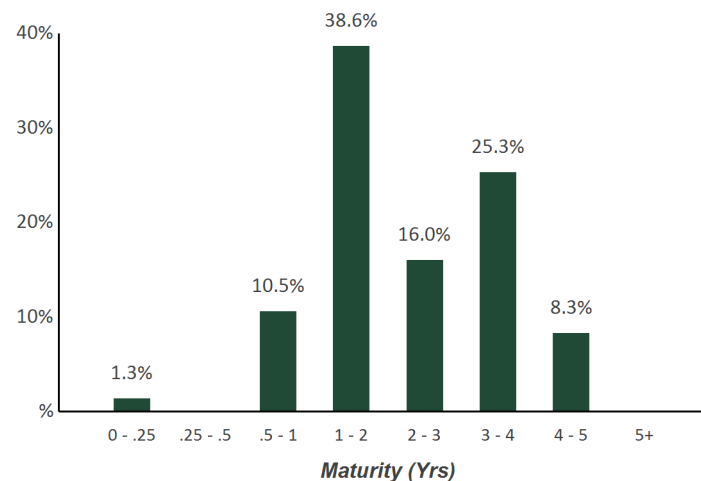
TOP ISSUERS

Government of United States	98.7%
Invesco Treasury Portfolio MMF	1.3%
Total	100.0%

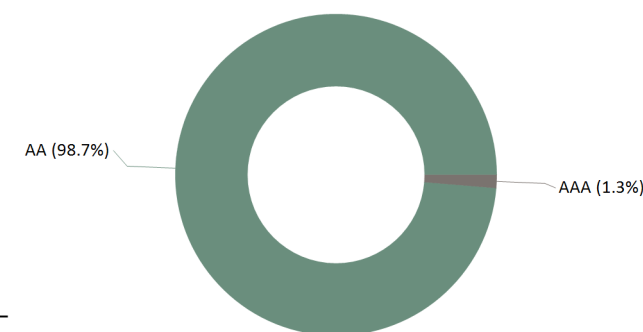
SECTOR ALLOCATION



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 Water Revenue Bonds, Series B, Reserve Account	0.60%	1.68%	2.88%	4.60%	1.98%	1.02%	1.65%	N/A	2.04%
ICE BAML 3-Month US Treasury Bill Index	0.22%	0.64%	1.24%	2.31%	1.84%	1.38%	0.87%	N/A	0.52%

Reconciliation Summary

As of June 30, 2019

ATTACHMENT A



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$1,378,575.50
<u>Acquisition</u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$2,612.24	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$2,612.24
<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	(\$244.11)	
		(\$244.11)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		\$1,380,943.63

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$15,670.73
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$2,587.51	
Dividend Received	\$24.73	
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	\$2,612.24	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
Total Dispositions	\$0.00	
ENDING BOOK VALUE		\$18,282.97

Holdings Report

As of June 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	18,282.97	Various 1.92%	18,282.97 18,282.97	1.00 1.92%	18,282.97 0.00	1.31% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		18,282.97	1.92%	18,282.97 18,282.97	1.92%	18,282.97 0.00	1.31% 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 31,968.52	99.48 2.04%	31,832.50 133.69	2.30% (136.02)	Aaa / AA+ AAA	0.67 0.66
912828UV0	US Treasury Note 1.125% Due 3/31/2020	115,000.00	Various 1.47%	113,111.52 114,716.19	99.34 2.01%	114,245.37 325.21	8.24% (470.82)	Aaa / AA+ AAA	0.75 0.74
912828XM7	US Treasury Note 1.625% Due 7/31/2020	115,000.00	08/24/2016 1.03%	117,646.28 115,729.75	99.67 1.93%	114,618.20 779.51	8.30% (1,111.55)	Aaa / AA+ AAA	1.09 1.06
912828WC0	US Treasury Note 1.75% Due 10/31/2020	88,000.00	11/04/2015 1.63%	88,488.42 88,130.82	99.83 1.88%	87,848.73 259.46	6.34% (282.09)	Aaa / AA+ AAA	1.34 1.31
912828A83	US Treasury Note 2.375% Due 12/31/2020	115,000.00	08/24/2016 1.08%	121,316.40 117,182.32	100.79 1.84%	115,907.47 7.42	8.34% (1,274.85)	Aaa / AA+ AAA	1.51 1.47
912828B90	US Treasury Note 2% Due 2/28/2021	115,000.00	08/24/2016 1.10%	119,541.99 116,675.69	100.30 1.82%	115,345.92 768.75	8.35% (1,329.77)	Aaa / AA+ AAA	1.67 1.62
912828WN6	US Treasury Note 2% Due 5/31/2021	101,000.00	Various 1.03%	105,664.79 102,834.31	100.43 1.77%	101,434.00 171.09	7.31% (1,400.31)	Aaa / AA+ AAA	1.92 1.87
912828F21	US Treasury Note 2.125% Due 9/30/2021	110,000.00	10/27/2016 1.38%	113,871.85 111,770.11	100.84 1.74%	110,928.18 587.57	8.02% (841.93)	Aaa / AA+ AAA	2.25 2.18
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	04/24/2017 1.84%	109,566.38 109,761.50	100.06 1.73%	110,068.75 643.41	7.96% 307.25	Aaa / AA+ AAA	2.67 2.58
912828L24	US Treasury Note 1.875% Due 8/31/2022	115,000.00	09/18/2017 1.84%	115,198.04 115,126.80	100.45 1.73%	115,516.58 720.70	8.36% 389.78	Aaa / AA+ AAA	3.17 3.05
912828N30	US Treasury Note 2.125% Due 12/31/2022	115,000.00	01/09/2018 2.31%	113,993.75 114,291.30	101.36 1.72%	116,567.80 6.64	8.38% 2,276.50	Aaa / AA+ AAA	3.51 3.36
9128284D9	US Treasury Note 2.5% Due 3/31/2023	115,000.00	06/13/2018 2.84%	113,270.51 113,647.82	102.79 1.73%	118,207.47 722.68	8.55% 4,559.65	Aaa / AA+ AAA	3.75 3.55

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	115,000.00	02/21/2019	110,485.35	99.50	114,425.00	8.25%	Aaa / AA+	4.34
	1.625% Due 10/31/2023		2.52%	110,825.53	1.75%	314.84	3,599.47	AAA	4.15
				1,373,909.00		1,366,945.97	98.69%	Aaa / AA+	2.32
Total US Treasury		1,361,000.00	1.67%	1,362,660.66	1.81%	5,440.97	4,285.31	AAA	2.24
				1,392,191.97		1,385,228.94	100.00%	Aaa / AA+	2.29
TOTAL PORTFOLIO		1,379,282.97	1.67%	1,380,943.63	1.81%	5,440.97	4,285.31	AAA	2.21
TOTAL MARKET VALUE PLUS ACCRUED						1,390,669.91			



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.53
Average Coupon	2.02%
Average Purchase YTM	1.68%
Average Market YTM	1.78%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.63 yrs
Average Life	2.63 yrs

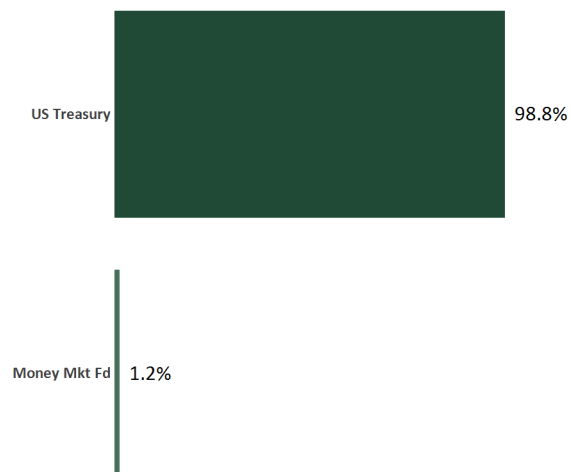
ACCOUNT SUMMARY

	Beg. Values as of 5/31/19	End Values as of 6/30/19
Market Value	267,685	269,414
Accrued Interest	1,138	1,079
Total Market Value	268,822	270,493
Income Earned	376	367
Cont/WD		0
Par	267,675	267,328
Book Value	268,261	268,597
Cost Value	270,576	271,336

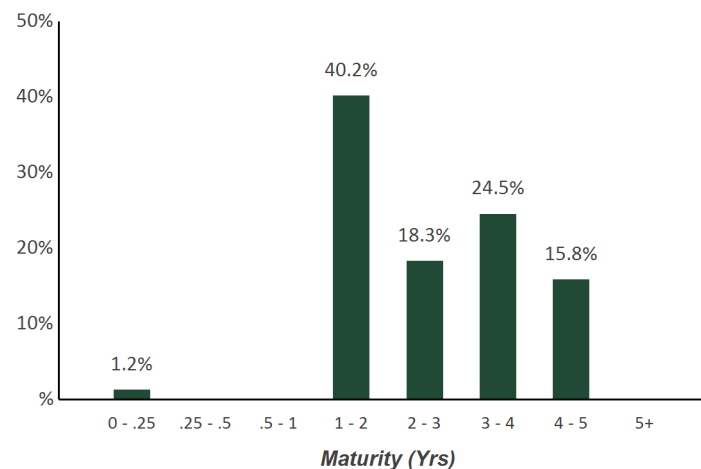
TOP ISSUERS

Government of United States	98.8%
Invesco Treasury Portfolio MMF	1.2%
Total	100.0%

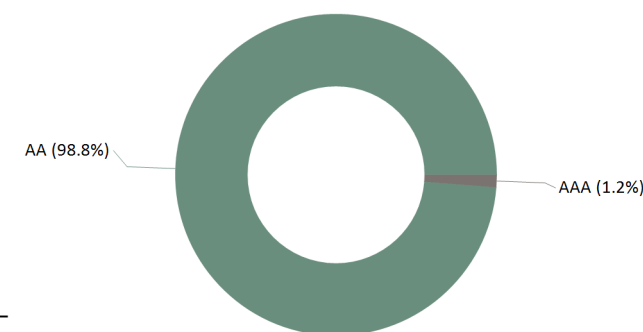
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	5/31/2010
Brea Lease Revenue Bonds, Reserve Account	0.62%	1.70%	2.90%	4.63%	1.99%	1.02%	1.66%	N/A	2.05%
ICE BAML 3-Month US Treasury Bill Index	0.22%	0.64%	1.24%	2.31%	1.84%	1.38%	0.87%	N/A	0.52%



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$268,261.42
<u>Acquisition</u>		
+ Security Purchases	\$22,676.33	
+ Money Market Fund Purchases	\$479.63	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$23,155.96
<u>Dispositions</u>		
- Security Sales	\$21,841.76	
- Money Market Fund Sales	\$826.23	
- 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		\$22,667.99
<u>Amortization/Accretion</u>		
+/- Net Accretion	(\$61.72)	
		(\$61.72)
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	(\$90.58)	
		(\$90.58)
ENDING BOOK VALUE		\$268,597.09

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$3,674.60
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$21,841.76	
Accrued Interest Received	\$60.65	
Interest Received	\$473.75	
Dividend Received	\$5.88	
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	\$22,382.04	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$22,676.33	
Accrued Interest Paid	\$52.31	
Total Dispositions	\$22,728.64	
ENDING BOOK VALUE		\$3,328.00



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	3,328.00	Various 1.92%	3,328.00 3,328.00	1.00 1.92%	3,328.00 0.00	1.23% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		3,328.00	1.92%	3,328.00 3,328.00	1.92%	3,328.00 0.00	1.23% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828XM7	US Treasury Note 1.625% Due 7/31/2020	22,000.00	08/24/2016 1.03%	22,506.25 22,139.61	99.67 1.93%	21,926.96 149.12	8.16% (212.65)	Aaa / AA+ AAA	1.09 1.06
912828WC0	US Treasury Note 1.75% Due 10/31/2020	22,000.00	Various 1.45%	22,276.59 22,084.05	99.83 1.88%	21,962.19 64.87	8.14% (121.86)	Aaa / AA+ AAA	1.34 1.31
912828A83	US Treasury Note 2.375% Due 12/31/2020	22,000.00	08/24/2016 1.08%	23,208.35 22,417.49	100.79 1.84%	22,173.60 1.42	8.20% (243.89)	Aaa / AA+ AAA	1.51 1.47
912828B90	US Treasury Note 2% Due 2/28/2021	22,000.00	08/24/2016 1.10%	22,868.90 22,320.57	100.30 1.82%	22,066.18 147.07	8.21% (254.39)	Aaa / AA+ AAA	1.67 1.62
912828WN6	US Treasury Note 2% Due 5/31/2021	20,000.00	07/11/2016 1.01%	20,937.57 20,367.88	100.43 1.77%	20,085.94 33.88	7.44% (281.94)	Aaa / AA+ AAA	1.92 1.87
912828F21	US Treasury Note 2.125% Due 9/30/2021	25,000.00	10/27/2016 1.38%	25,879.97 25,402.30	100.84 1.74%	25,210.95 133.54	9.37% (191.35)	Aaa / AA+ AAA	2.25 2.18
912828J43	US Treasury Note 1.75% Due 2/28/2022	24,000.00	04/24/2017 1.84%	23,905.39 23,947.96	100.06 1.73%	24,015.00 140.38	8.93% 67.04	Aaa / AA+ AAA	2.67 2.58
912828L24	US Treasury Note 1.875% Due 8/31/2022	23,000.00	09/18/2017 1.84%	23,039.61 23,025.36	100.45 1.73%	23,103.32 144.14	8.59% 77.96	Aaa / AA+ AAA	3.17 3.05
912828N30	US Treasury Note 2.125% Due 12/31/2022	20,000.00	01/09/2018 2.31%	19,825.00 19,876.75	101.36 1.72%	20,272.66 1.15	7.50% 395.91	Aaa / AA+ AAA	3.51 3.36
9128284D9	US Treasury Note 2.5% Due 3/31/2023	22,000.00	06/13/2018 2.84%	21,669.14 21,741.32	102.79 1.73%	22,613.60 138.25	8.41% 872.28	Aaa / AA+ AAA	3.75 3.55
912828T91	US Treasury Note 1.625% Due 10/31/2023	20,000.00	02/21/2019 2.52%	19,214.84 19,274.00	99.50 1.75%	19,900.00 54.76	7.38% 626.00	Aaa / AA+ AAA	4.34 4.15

Holdings Report

As of June 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									
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	22,000.00	06/18/2019	22,676.33	103.43	22,755.39	8.44%	Aaa / AA+	4.88
			1.84%	22,671.80	1.76%	70.24	83.59	AAA	4.57
Total US Treasury		264,000.00	1.67%	268,007.94 265,269.09	1.78%	266,085.79 1,078.82	98.77% 816.70	Aaa / AA+ AAA	2.67 2.56
TOTAL PORTFOLIO		267,328.00	1.68%	271,335.94 268,597.09	1.78%	269,413.79 1,078.82	100.00% 816.70	Aaa / AA+ AAA	2.63 2.53
TOTAL MARKET VALUE PLUS ACCRUED						270,492.61			

Portfolio Summary

As of June 30, 2019



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.87
Average Coupon	2.18%
Average Purchase YTM	2.57%
Average Market YTM	1.76%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	3.01 yrs
Average Life	3.01 yrs

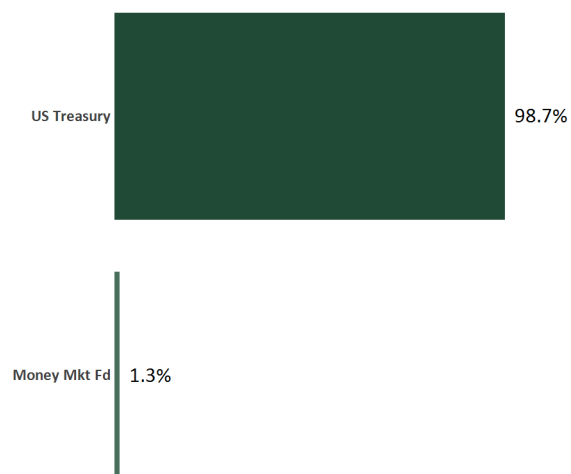
ACCOUNT SUMMARY

	Beg. Values as of 5/31/19	End Values as of 6/30/19
Market Value	673,254	677,853
Accrued Interest	3,176	2,970
Total Market Value	676,430	680,822
Income Earned	1,518	1,444
Cont/WD		0
Par	671,522	668,649
Book Value	661,179	663,207
Cost Value	656,685	659,960

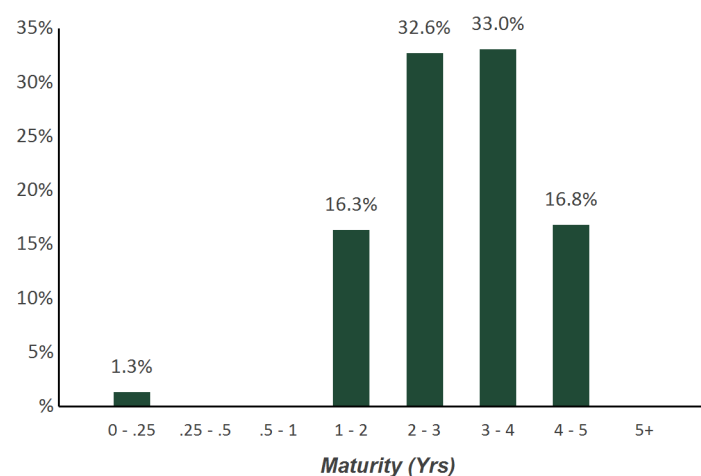
TOP ISSUERS

Government of United States	98.7%
Invesco Treasury Portfolio MMF	1.3%
Total	100.0%

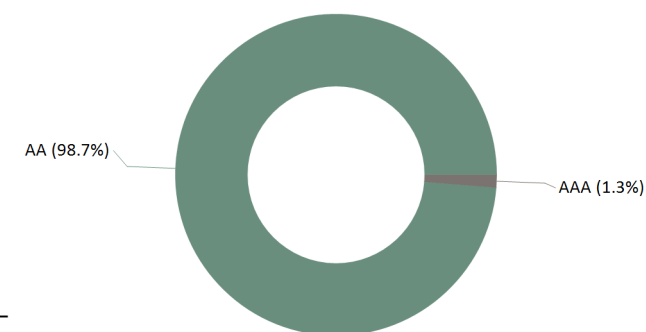
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	6/30/2018
Brea CFD 2008 2 17 Reserve Fund	0.65%	1.75%	2.94%	4.88%	N/A	N/A	N/A	N/A	N/A
ICE BAML 3-5 Yr US Treasury/Agency Index	0.86%	2.42%	4.03%	6.33%	N/A	N/A	N/A	N/A	N/A



BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$661,179.37
<u>Acquisition</u>		
+ Security Purchases	\$113,381.64	
+ Money Market Fund Purchases	\$1,328.65	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
Total Acquisitions		\$114,710.29
<u>Dispositions</u>		
- Security Sales	\$109,170.70	
- Money Market Fund Sales	\$4,202.00	
- 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		\$113,372.70
<u>Amortization/Accretion</u>		
+/- Net Accretion	\$312.44	
		\$312.44
<u>Gain/Loss on Dispositions</u>		
+/- Realized Gain/Loss	\$377.13	
		\$377.13
ENDING BOOK VALUE		\$663,206.53

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$11,521.88
<u>Acquisition</u>		
Contributions	\$0.00	
Security Sale Proceeds	\$109,170.70	
Accrued Interest Received	\$270.49	
Interest Received	\$1,306.25	
Dividend Received	\$22.40	
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	\$110,769.84	
<u>Dispositions</u>		
Withdrawals	\$0.00	
Security Purchase	\$113,381.64	
Accrued Interest Paid	\$261.55	
Total Dispositions	\$113,643.19	
ENDING BOOK VALUE		\$8,648.53

Holdings Report

As of June 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	8,648.53	Various 1.92%	8,648.53 8,648.53	1.00 1.92%	8,648.53 0.00	1.27% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		8,648.53	1.92%	8,648.53 8,648.53	1.92%	8,648.53 0.00	1.27% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828A83	US Treasury Note 2.375% Due 12/31/2020	110,000.00	06/28/2018 2.58%	109,467.19 109,680.66	100.79 1.84%	110,868.01 7.10	16.29% 1,187.35	Aaa / AA+ AAA	1.51 1.47
912828F21	US Treasury Note 2.125% Due 9/30/2021	110,000.00	06/28/2018 2.64%	108,242.58 108,785.03	100.84 1.74%	110,928.18 587.57	16.38% 2,143.15	Aaa / AA+ AAA	2.25 2.18
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	06/13/2018 2.79%	105,986.72 107,118.14	100.06 1.73%	110,068.75 643.41	16.26% 2,950.61	Aaa / AA+ AAA	2.67 2.58
912828L24	US Treasury Note 1.875% Due 8/31/2022	110,000.00	06/13/2018 2.82%	105,887.89 106,908.57	100.45 1.73%	110,494.12 689.37	16.33% 3,585.55	Aaa / AA+ AAA	3.17 3.05
9128284D9	US Treasury Note 2.5% Due 3/31/2023	110,000.00	06/13/2018 2.84%	108,345.70 108,706.60	102.79 1.73%	113,068.01 691.26	16.71% 4,361.41	Aaa / AA+ AAA	3.75 3.55
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	110,000.00	06/18/2019 1.84%	113,381.64 113,359.00	103.43 1.76%	113,776.96 351.22	16.76% 417.96	Aaa / AA+ AAA	4.88 4.57
Total US Treasury		660,000.00	2.58%	651,311.72 654,558.00	1.75%	669,204.03 2,969.93	98.73% 14,646.03	Aaa / AA+ AAA	3.05 2.91
TOTAL PORTFOLIO		668,648.53	2.57%	659,960.25 663,206.53	1.76%	677,852.56 2,969.93	100.00% 14,646.03	Aaa / AA+ AAA	3.01 2.87
TOTAL MARKET VALUE PLUS ACCRUED						680,822.49			

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/20/2019

SUBJECT: City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy

RECOMMENDATION

Approve the City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy

BACKGROUND/DISCUSSION

State law allows the City Council to annually adopt the Statement of Investment Policy. Thus, per the City's fiscal policies, "The City Council will review and adopt annually an investment policy as recommended by the Investment Advisory Committee." The Investment Policy serves as a guideline for the investment of City and Successor Agency funds. The Brea Investment Advisory Committee annually reviews the Statement of Investment Policy for the City of Brea and the Successor Agency to the Brea Redevelopment Agency.

The below changes and additions have been recommended by either City staff or Chandler Asset Management and were approved by the Investment Advisory Committee.

To avoid duplicate statements and confusion, staff recommends combining the Reporting and Monthly Reporting sections of the Investment Policy. All references to reporting requirements are now detailed under "Reporting." Also, it is noted that City's practice is that the Administrative Services Director submit the Monthly Report of Investments to the City Council. Therefore, the Investment Policy is being updated to reflect that practice.

Chandler Asset Management, the City's Portfolio Manager, recommends the City update its language on Asset Backed Securities as outlined in AB 1770. This update to the California Government Code clears up ambiguities specific to Asset Backed Securities and expands the eligible securities in the sector. Under the City's current policy, the Provisions of Government Code Section 53601, Asset Backed Securities, the bullet point stating:

"Underlying issuer rating must meet the requirements of code (i.e. A3 or A- minimum)." is recommended to be removed.

AB 1770 eliminated the requirement that the securities issuer be rated "A" or its equivalent or better for the issuer's debts as provided by a Nationally Recognized Statistical Rating Organization (NRSRO). The Asset Backed Securities held in the City portfolio must still be rated at least "AA" to be eligible. The Chandler team will continue to evaluate and review all the

securities held in the City's portfolio for underlying credit quality, relative value, and suitability. They anticipate the underlying credit quality of the Asset Backed securities will remain similar to the current credit quality, with a broader universe of securities eligible for purchase.

In addition, Chandler recommends adding language under Qualified Brokers/Dealers. The added language is as follows:

"Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price."

The added language describes the ability of the City's external investment adviser's discretion to transact with brokers/dealers.

Lastly, the Chandler Asset Manager recommends that the Glossary be updated to reflect their Model Policy. The revised glossary includes added terminology such as: Asset Backed Securities, Average Life, Callable, Certificate of Deposit Account Registry System (CDARS), Collateralized Bank Deposit, Collateralized Mortgage Obligations (CMO), Collateralized Time Deposit, Federally Insured Time Deposit, Local Agency Investment Fund (LAIF), Make Whole Call, Margin, Market Risk, Medium Term Notes, Modified Duration, Money Market Mutual Fund, Mortgage Pass-Through Securities, Municipal Securities, Mutual Fund, Nationally Recognized Statistical Rating Organization (NRSRO), Negotiable Certificate of Deposit (CD), Supranational, Total Rate of Return, U.S. Treasury Obligations, and Treasury Bills.

In addition, the definition of a number of terms have been revised and enhanced. Such terms include: Agencies, Banker's Acceptance Benchmark, Broker, Collateral, Commercial Paper, Coupon, Dealer, Delivery vs. Payment (DVP), Derivative, Discount, Diversification, Duration, Federal Deposit Insurance Corporation (FDIC), Liquidity, Local Government Investment Pool, Primary Dealer, Prudent Person (Prudent Investor), Repurchase Agreement, Safekeeping, Securities and Securities and Exchange Commission (SEC), Securities and Exchange Commission SEC Rule 15c3-1, Structured Note, Treasury Notes, Treasury Bonds, and Yield to Maturity. All terms listed in the City's current policy, which are not recommended to be revised, remain in the glossary.

COMMISSION/COMMITTEE RECOMMENDATION

The Investment Advisory Committee at its meeting on July 22, 2019 reviewed the Updated Statement of Investment Policy and approved recommending the updated Statement of Investment Policy.

FISCAL IMPACT/SUMMARY

There is no fiscal impact from the adoption of the Statement of Investment Policy.

RESPECTFULLY SUBMITTED:

William Gallardo, City Manager

Prepared by: Faith Madrazo, Revenue & Budget Manager

Concurrence: Cindy Russell, Administrative Services Director

Attachments

2019 Investment Policy

City Of Brea / Successor Agency to the Brea Redevelopment Agency

FINAL

STATEMENT OF INVESTMENT POLICY

August 20, 2019

Purpose: This statement is intended to provide a guideline for the prudent investment of funds and to outline the policies for maximizing the efficiency of the City of Brea and Successor Agency to the Brea Redevelopment Agency ("City") cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled funds. This investment policy has been prepared so as to be in conformance with all pertinent existing laws of the State of California for General Law cities.

Objective: The cash management system of the City is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain a market rate of return without incurring undue risk to principal. The objectives of such investments are: 1) preserve capital, 2) maintain financial flexibility/liquidity, and 3) obtain a competitive rate of return on the City's investments.

Scope: This investment policy applies to the decisions and activities of the City with regard to investing the financial assets of all funds, including the following: General Fund, Special Revenue Funds, Assessment Funds, Enterprise Funds, Internal Service Funds, Capital Projects Funds, Debt Service Funds, Reserve Funds, Trust and Agency Funds, and any other funds that may be created from time to time. This policy does not apply retiree health care savings/trust/plan(s) or deferred compensation plans.

Investment Responsibility: Investment decisions of the City funds are the responsibility of the City Treasurer and/or Administrative Services Director, and shall comply with the Investment Policy of the City. These responsibilities include the authority to open accounts with banks, brokers and dealers, establish safekeeping accounts or other arrangements for the custody of securities and to execute such documents as may be necessary.

Those authorized to execute transactions for the City include the: 1) City Treasurer, 2) Administrative Services Director, 3) Revenue and Budget Manager, and 4) those specifically deputized by the City Treasurer and Administrative Services Director with said authorization to be filed with the City Clerk. The City Treasurer and Administrative Services Director shall insure that an authorized person is available at all times to execute the City's investments. Investment managers, brokers and dealers are to be provided with a list of specified names of those persons authorized to execute transactions. The City Council may authorize the delegation of investments to an outside investment manager.

Reporting: The Administrative Services Director shall be responsible for reporting the status of investments to the City Council and City Manager on a monthly basis. These reports will disclose, at a minimum, the following information about the characteristics of the City's portfolio:

- A. An asset listing showing par value, cost and accurate and complete market value of each security, type of investment, issuer, and interest rate.
- B. Monthly transactions for the period.
- C. A one-page summary report that shows:

1. Average maturity of the portfolio and modified duration of the portfolio;
 2. Maturity distribution of the portfolio;
 3. Average portfolio credit quality; and,
 4. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months, year to date, and since inception compared to the City's market benchmark returns for the same periods;
- D. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.
- E. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

Reports are to be submitted to the City Council and City Manager by the 3rd City Council meeting following the end of the reporting month.

The Investment Advisory Committee will review the status of investments on a quarterly basis. These reports shall include the type of investment, institution, face amount, market value, book value, interest rate, date of maturity, compliance to the investment policy.

If the City has an outside Investment Manager, the Investment Manager shall periodically report on the activity and results of the funds being managed by the Investment Manager. Additionally, the Investment Manager shall notify the Investment Advisory Committee when investment portfolios demonstrate low performance, if any, which occurs between each periodic report.

Prudence: The standard of prudence to be applied by the City Treasurer, Administrative Services Director, Revenue and Budget Manager, and those specifically deputized by the City Treasurer and Administrative Services Director with said authorization to be filed with the City Clerk shall be the "prudent investor" standard, as defined under Government Code Section 53600.3 which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City/Successor Agency to the Brea Redevelopment Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

Ethics and Conflicts of Interest: Officers and employees involved in the City investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. City employees and investment officials shall disclose any material financial interests in financial institutions that conduct business within the City, and they shall further disclose any personal financial/investment positions that could be related to the performance of the City's portfolio. City employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

Investment Instruments: Funds of the City may be invested in any instrument allowable under current legislation of the State of California (Government Code Section 53600 et sec.)

so long as the investment is appropriate and consistent with this Investment Policy taking into consideration the City's investment objectives. Investment instruments may include:

- U.S. Treasury Obligations (Bills, Notes and Bonds)
- U.S. Government Agency Securities and Instrumentality's of Government Sponsored Corporations, including a maximum of 5% in callable bonds issued by such agencies
- Banker's Acceptances
- Commercial Paper
- Repurchase Agreements (requires a master repurchase agreement to be signed and on file with the bank or broker/dealer)
- Certificates of Deposit
- Negotiable Certificates of Deposit
- Passbook Savings Accounts
- Interest Bearing Checking Accounts
- Medium Term Corporate Notes
- Bank Money Market Accounts
- Local Agency Investment Fund (State Pool)
- County of Orange Investment Fund (County Pool)
- Other investments that are, or may become, legal investments through the State of California Government Code.

Provisions of Government Code Section 53601 shall be adhered to at all times. This includes, but is not limited to, the following restrictions:

- Bankers Acceptances cannot exceed 40% of the portfolio nor exceed 180 days;
- Commercial Paper cannot exceed 25% of the portfolio. Commercial Paper must be rated P-1 (Moody's), A-1 (Standard & Poor's) and cannot exceed 270 days;
- Money Market Funds cannot exceed 20% of the portfolio;
- Medium Term Corporate Notes cannot exceed 30% of the portfolio and must carry a minimum A rating;
- Pass-through securities including Collateralized Mortgage Obligations cannot exceed 20% of the portfolio.
 - Collateralized Mortgage Obligations must pass the Federal Financial Institution Examination Council (FFIEC) liquidity test to be an eligible investment for the City
 - Asset Backed Securities are limited to a maximum of 10% of the portfolio at time of purchase
 - Maximum maturity of 5 years
 - Asset Backed Security must be rated AA or higher
- Supranational Securities must be rated AA or higher, cannot exceed 15% of the portfolio and no more than 5% of portfolio per issuer. The maximum maturity cannot exceed 5 years.
- Additionally, the City will use the guidelines established by the joint committee of the California Municipal Treasurers Association and the California Society of Municipal Finance Officers as the basis for investing in government investment pools.

For purposes of complying with legal investment limitations, the percentage references pertaining to the above refers to the maturity value of the portfolio at the time of purchase.

Prohibited Investments: The City shall not invest any funds in derivatives, inverse floaters, range notes, or interest- only strips that are derived from a pool of mortgages. The City shall

not invest any funds in any security that could result in a zero interest accrual if held to maturity.

Collateralization: Collateralization shall be required on two types of investments: Certificates of deposit and repurchase (and reverse repurchase) agreements. A collateral agreement must be current and on file before any funds can be transferred for collateralized certificates of deposit.

Collateral shall be held by an independent third party with whom the City has a current written custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. The right of collateral substitution is granted in accordance with the following requirements:

- A. Certificates of Deposit
 1. Government securities used as collateral require one hundred and ten (110) percent of market value to the face amount of the deposit
 2. Promissory notes secured by first trust deeds used as collateral require one hundred and fifty (150) percent of market value to the face amount of the deposit
 3. Irrevocable letters of Credit issued by the Federal Home Loan Bank of San Francisco require one hundred and five (105) percent of market value to the face amount of the deposit
- B. Repurchase and Reverse Repurchase Agreements
 1. Only U.S. Treasury securities or federal agency securities are acceptable collateral. All securities underlying repurchase agreements must be delivered to the City's custodian bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each repurchase agreement must equal or exceed one hundred and two (102) percent of the total dollar value of the money invested by the City for the term of the investment. For any repurchase agreement with a term of more than one (1) day, the value of the underlying securities must be reviewed on an ongoing basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.
 2. The City or its trustee shall have perfected first security interest under the Uniform Commercial Code in all securities subject to a repurchase agreement.

Investment Criteria: Criteria for selecting investments and the order of priority are:

- A. Safety

The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. The City only operates in those investments that are considered very safe.
- B. Liquidity

This refers to the ability to convert an investment into cash at any moment in time with a minimal chance of losing some portion of principal or interest. Liquidity is an important investment quality when there is an occasional need for funds. The potential fluctuations in market value and the expected future availability of reasonable bids in the market are to be important considerations when selecting an investment.
- C. Yield

Yield is the potential dollar earnings an investment can provide and sometimes is described as the rate of return.

Diversification: The City will diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, or individual financial institutions. In no case, without prior notification and approval from the City Council, shall the amount invested in one entity at the time of purchase exceed 5% of the total portfolio, with the following exceptions:

- U.S. Federal Government Agency Obligations of one specific entity cannot exceed 25% of the maturity value of the portfolio at the time of purchase.
- U.S. Treasury Obligations (Treasury Bills, Treasury Strips, Bonds, Notes) directly backed by the full faith and credit of the United States for payment of principal and interest shall not be subject to a maximum percentage of the portfolio.
- Approved State and County investment pools together cannot exceed 60% of the maturity value of the portfolio at the time of purchase, and no more than 40% of the maturity value at the time of purchase can be deposited in any one particular pool.

Investment Pools: The City Treasurer, Administrative Services Director and City Council have determined that use of investment pools is a practical investment option. The City will utilize guidelines established by the California Municipal Treasurers Association and California Society of Municipal Finance Officers to ensure the safety of investment pools which includes a thorough investigation of the pool/fund prior to investing, and on a continual basis. There shall be a questionnaire developed which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- Are reserves, retained earnings, etc. utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

Maturity Limitations: Every investment instrument purchased must have a term remaining to maturity of less than five years, unless the investment is for the Senior Low Cost Housing Subsidy Program, bond proceeds for the Reserve Fund, funded/capitalized interest fund; or the City Council has granted express authority to make that investment, either specifically or as part of an investment program approved by the City Council no more than three months prior to the investment. When possible, a minimum of 25% of the portfolio should be in maturities of one year or less.

Safekeeping and Custody: All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis which ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities shall be held by a third-party custodian designated

by the City and evidenced by safekeeping receipts with a written custodial agreement. The only exception to the foregoing shall be depository accounts and securities purchases made with: LAIF, direct time certificates of deposit and money market mutual funds, since the purchased securities are not deliverable. Settlement instructions sent to the safekeeping agent shall require authorization.

Monthly trust statements are reconciled to the Investment Reports by the City's Accountant. The City's Accountant performs reconciliation of the monthly bank statements. The periodic review of the investment portfolio, including investment types, purchase price, market values, maturity dates, and investment yields as well as conformance to the stated investment policy will be performed by the Investment Advisory Committee.

Qualified Broker/Dealers: For those investments managed directly by the City, the City shall maintain a listing of broker/dealers that are approved by the Investment Advisory Committee for investment purposes. All broker/dealers who desire to bid for investment transactions must supply the City with the following information; a completed broker/dealer questionnaire, audited financial statements, proof of National Association of Security Dealers' certification, trading resolution, proof of California registration, and certification of having read the City of Brea's investment policy.

The Investment Advisory Committee will conduct an annual review of the qualified broker/dealers. The decision to add or subtract from the authorized list of broker/dealers will be based on many factors to include, but not limited to, products offered, service levels, references, etc. No single factor will determine the Committee's final decision. A current audited financial statement is required to be on file for each broker/dealer with which the City of Brea invests. The City's authorized brokers/dealers shall provide written confirmation of having read and understood the City's investment policy and that all investments recommended by them will be suitable for the City of Brea.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

Monitoring and Adjusting the Portfolio: The City Treasurer and Administrative Services Director will routinely monitor the contents, performance and risk profile of the investment portfolio, the investment alternatives, and the relative values of competing investment instruments and will adjust the portfolio accordingly based on the approved Statement of Investment Policy on a quarterly basis. The City Council shall also bear a responsibility for monitoring the implementation of this policy and the safeguarding of the City's Treasury.

Performance Standards: The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Administrative Services Director shall monitor and evaluate the portfolio's performance relative to market benchmark, which will be included in the monthly report of investments. The Treasurer and Administrative Services Director shall select an appropriate, readily available index to use as a market benchmark.

Bond Funds/Arbitrage: The U.S. Tax Reform Act of 1986 requires the City to perform annual arbitrage calculations and rebate excess earnings from investments of proceeds of bond issues sold after the effective date of this law to the U.S. Treasury. This arbitrage calculation may be contracted with an outside source to provide the necessary technical assistance to comply with this regulation. Funds subject to the 1986 Tax Reform Act will be kept segregated from other funds and records will be kept in a fashion to facilitate the calculations. The City's investment position relative to the new arbitrage restrictions is to continue pursuing the maximum yield on applicable investments while ensuring the safety of capital and liquidity. It is a fiscally sound position to continue maximization of yield and to rebate excess earnings, if necessary.

Review/or Modification: The Investment Advisory Committee shall be responsible for reviewing and recommending modifications to the Statement of Investment Policy and submitting it to the City Council for approval on an annual basis. However, the City Treasurer and Administrative Services Director may, at any time, further restrict the investments approved for purchase as deemed appropriate.

Internal Controls: The City Treasurer and Administrative Services Director shall organize the investment function so that specific responsibility for the performance of duties is assigned with a clear line of authority and reporting. The functions of authorizing, executing and recording transactions, custody of investments and performing reconciliation's will be handled by separate persons to reduce the risk that anyone person is in a position to conceal errors or fraud in the normal course of duty. While no internal control system, however elaborate, can guarantee absolute assurance that the City's assets are safeguarded, it is the intent of the City's internal control system to provide reasonable assurance that management of the investment function meets the City's objectives. These internal controls shall be reviewed annually by the independent auditor who shall review and comment upon the content of this policy, the effectiveness of its implementation and applicable management controls with regard to its implementation and the safeguarding of the City's Treasury funds.

Investment Advisory Committee: An Investment Advisory Committee ("Committee") is established to review and make recommendations on the Investment Policy and investment strategy of the City of Brea/Successor Agency to the Brea Redevelopment Agency and to strengthen the internal control of the management of the City's funds. The following are the duties and responsibilities of the Committee:

A. Purpose

1. To review and make recommendations on investment policy and investment strategy of the City of Brea/Successor Agency to the Brea Redevelopment Agency.
2. To review the City's investments on a periodic basis and to recommend any exceptions and/or changes to the policy, to the City Council for review and approval.

B. Composition of Committee

1. City Treasurer
2. City Council Member, who serves as the Chair (selected by the City Council)
3. Administrative Services Director

4. Revenue and Budget Manager
5. Three (3) Brea Citizens (selected by the City Council with the City Treasurer as subcommittee members)

C. Functions

1. Annually (or as needed)
 - a. To review and approve Statement of Investment Policy
 - b. To review the financial condition and registrations of qualified broker/dealers
(Only required when investments are managed by the City)
2. Monthly or Quarterly
 - a. To review the City's investments
 - b. To recommend any modifications to the Investment Policy
 - c. To develop and carry out the ongoing investment strategy in accordance with the Investment Policy
 - d. To provide a status report at a study session of the City Council as requested

The function of the Committee is not to inhibit the daily operation of the Administrative Services Department, but to provide policy guidelines within which to work on a day-to-day basis. By this, it is meant that each individual trade need not be approved by the Committee at the time it is transacted provided that it falls within the scope of the Statement of Investment Policy.

Disclosure: Members of the Committee shall be required to comply with the Fair Political Practices Act reporting requirements (Form 700) on an annual basis and submit filings to the City Clerk's Office.

SEGREGATION OF RESPONSIBILITIES
(External)

FUNCTION	RESPONSIBILITY
Develop formal Statement of Investment Policy	Administrative Services Director Revenue and Budget Manager
Recommend modifications to Investment Policy	City Treasurer Administrative Services Director Revenue and Budget Manager
Review formal Statement of Investment Policy and recommend a Council action	City Treasurer Investment Advisory Committee
Adopt formal Statement of Investment Policy	City Council
Select investments	Outside Investment Manager
Execute investment transactions and fax or email completed trade information to City	Outside Investment Manager
Review transactions for compliance with investment policy	City Treasurer Administrative Services Director or Revenue and Budget Manager
Investment verification (match broker confirmation to trade information provided by outside Investment Manager to City investment records)	Administrative Services Director or Revenue and Budget Manager
Record investment transactions into City's accounting records	City Accountant
Reconcile investment records to accounting records and bank statements and report any variances to Administrative Services Director and City Treasurer	City Accountant
Security	All investment securities will be held in safekeeping in the trust department of the City's Depository Bank, or other third party custodian as designated by the City Treasurer or Administrative Services Director.

SEGREGATION OF RESPONSIBILITIES
(Internal)

FUNCTION	RESPONSIBILITY
Develop formal Statement of Investment Policy	City Treasurer Administrative Services Director Revenue and Budget Manager
Recommend modifications to Statement of Investment Policy	City Treasurer Administrative Services Director Revenue and Budget Manager Investment Advisory Committee
Review formal Statement of Investment Policy and recommend City Council action	Investment Advisory Committee
Annually review and adopt a formal Statement of Investment Policy	City Council
Select investments	Administrative Services Director or Revenue and Budget Manager
Approve transactions	Administrative Services Director
Execute investment transactions	Administrative Services Director
Investment verification (match broker confirmation to City investment records)	Administrative Services Director or Revenue and Budget Manager
Record investment transactions into City's accounting records	City Accountant
Reconcile investment records to accounting records and bank statements and report any variances to the Administrative Services Director	City Accountant
Security	All investment securities will be held in safekeeping in the trust department of the City's Depository Bank, or other third party custodian as designated by the City Treasurer or Administrative Services Director

GLOSSARY OF INVESTMENTS TERMS

AGENCIES: Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB: The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB: The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC: Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “Freddie MacFreddieMac” issues discount notes, bonds and mortgage pass-through securities.

FNMA: Like FHLB and Freddie MacFreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “Fannie MaeFannieMae,” issues discount notes, bonds and mortgage pass-through securities.

GNMA: The Government National Mortgage Association, known as “Ginnie MaeGinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO: The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA: The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES: Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE: In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER’S ACCEPTANCE: A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

BENCHMARK: A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER: A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

CALIFORNIA MUNICIPAL TREASURERS ASSOCIATION (CMTA): Is the professional society of active public treasurers of California counties, cities and special districts. It sets ethical standards for the treasury profession in state and local governments in California.

CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS (CSMFO): Is a professional association of state, county and local government finance officers in

California. CSMFO is the statewide organization serving all of California municipal finance professionals, an affiliate of the nationwide Government Finance Officers Association (GFOA).

CALLABLE: A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate.

CERTIFICATE OF DEPOSIT ACCOUNT REGISTRY SYSTEM (CDARS): A private placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

COLLATERAL: **COLLATERAL.** Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT: A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATION (CMO): Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERALIZED TIME DEPOSIT: Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

PAPER: The short-term unsecured debt of corporations.

COUPON: The rate of return at which interest is paid on a bond.

CREDIT RISK: The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DEBENTURE: A bond secured only by the general credit of the issuer.

VS. PAYMENT (DVP): A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DERIVATIVE: Any security that has principal and/or interest payments which are subject

to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (*e.g., U.S. Treasury Bills.*)

DIVERSIFICATION: Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION: The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes in interest rates.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, *e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.*

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): Government sponsored wholesale banks (currently 12 regional banks), which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district Bank.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans, in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FHA mortgages. The term "pass-throughs" is often used to describe Ginnie Maes.

INTEREST: The amount earned while owning a debt security, generally calculated as a percentage of the principal amount.

INVERSE FLOATER: A bond or other type of debt whose coupon rate has an inverse relationship to a benchmark rate. An inverse floater adjusts its coupon payment as the interest rate changes. This investment is prohibited under in the City's and Successor Agency to the Brea Redevelopment Agency Investment Policy.

FEDERALLY INSURED TIME DEPOSIT: A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

LEVERAGE: Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY: The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF): A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

POOL: Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL: A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN: The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK: The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE: The price at which a security can be traded.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MATURITY: The final date upon which the principal of a security becomes due and payable.

MEDIUM TERM NOTES: Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION: The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MARKET: The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND: A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at \$1 per share.

MORTGAGE PASS-THROUGH SECURITIES: A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES: Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND: An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO): A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating

agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT (CD): A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PASSBOOK SAVINGS ACCOUNT: A savings account in which deposits and withdrawals are recorded in the depositor's passbook.

PASS-THOUGH SECURITY: A pool of fixed income securities backed by a package of assets (i.e. mortgages) where the holder receives the principal and interest payments.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRINCIPAL: The face value or par value of an investment.

PRUDENT INVESTOR STANDARD: Is a standard defined under State Government Code Section 53600.3 that states when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City/Successor Agency to the Brea Redevelopment Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

PRUDENT PERSON (PRUDENT INVESTOR) RULE: A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT: Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO): A reverse-repurchase agreement (reverse repo) involves an investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specified date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to a repo, the purpose of entering into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

SAFEKEEPING: A service to bank customers whereby securities are held by the bank in the customer's name.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES AND SECURITIES AND EXCHANGE COMMISSION (SEC): The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors, maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

SECURITIES AND EXCHANGE COMMISSION (SEC) RULE 15C315c3-1: An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

STRUCTURED NOTE: A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

SUPRANATURAL: A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN: A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS: Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS: All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD TO MATURITY: The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

City of Brea

COUNCIL COMMUNICATION

TO: Honorable Mayor and City Council Members

FROM: Bill Gallardo, City Manager

DATE: 08/20/2019

SUBJECT: Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending June 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 June 2018. 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 June 30, 2018, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was \$1,127,526.02 in comparison to \$1,125,816.28 at May 31, 2018. 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 June 30, 2018, the market value of these funds, including short-term cash and accrued interest was \$17,101,676.73 as compared to \$17,076,589.33 as of May 31, 2018.

COMMISSION/COMMITTEE RECOMMENDATION

On July 22, 2019, the Investment Advisory Committee reviewed the Monthly Report of Investments and recommended that the City Council receive and file.

FISCAL IMPACT/SUMMARY

During the month of June, the total value of the Successor Agency to the Brea Redevelopment Agency's investment portfolio increased by \$1,709.74 due to changes in market value. The total value of the restricted cash and investments increased by \$25,087.40 primarily due to changes in market value.

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
June 30, 2019

			Cost Value	Market Value*
Demand and Interest-Bearing Checking Accounts				
	Citizen's Bank	\$	206,595.11	\$ 206,595.11
Local Agency Investment Fund				
	LAIF	\$	275,725.69	\$ 287,035.41
<u>Fiscal Agent Cash & Investments</u>				
2004	Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 345,889.36	\$ 345,889.36
2010	Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 1,014,538.84	\$ 1,014,538.84
2013	Tax Allocation Bonds	Chandler/BNY	\$ 9,150,441.87	\$ 9,150,441.87
2016	Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,212,611.93	\$ 1,212,611.93
2017	Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,059,087.98	\$ 1,059,087.98
Sub-total - Fiscal Agent Cash & Investments			\$ 12,782,569.98	\$ 12,782,569.98
Grand Total			\$ 13,264,890.78	\$ 13,276,200.50

* Includes accrued interest on invested funds

Successor Agency to the Brea Redevelopment Agency

Cash and Investment Information

June 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	\$ 345,889.36	\$ 345,889.36
Sub-total	\$ 345,889.36	\$ 345,889.36
2010 Brea Public Financing Authority Lease Revenue Bond - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 1,014,538.84	\$ 1,014,538.84
Sub-total	\$ 1,014,538.84	\$ 1,014,538.84
2013 Tax Allocation Bonds - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 9,150,441.87	\$ 9,150,441.87
Sub-total	\$ 9,150,441.87	\$ 9,150,441.87
2016 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 1,212,611.93	\$ 1,212,611.93
Sub-total	\$ 1,212,611.93	\$ 1,212,611.93
2017 Tax Allocation Refunding Bonds, Series A & B - CHANDLER	\$ -	\$ -
Short-Term Treasury Funds - BNY	\$ 1,059,087.98	\$ 1,059,087.98
Sub-total	\$ 1,059,087.98	\$ 1,059,087.98
Report Grand Total	\$ 12,782,569.98	\$ 12,782,569.98

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	2.41%
Average Purchase YTM	2.41%
Average Market YTM	2.41%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 5/31/19	End Values as of 6/30/19
Market Value	1,875,726	275,726
Accrued Interest	7,668	11,310
Total Market Value	1,883,394	287,035
Income Earned	3,903	3,747
Cont/WD		-1,600,000
Par	1,875,726	275,726
Book Value	1,875,726	275,726
Cost Value	1,875,726	275,726

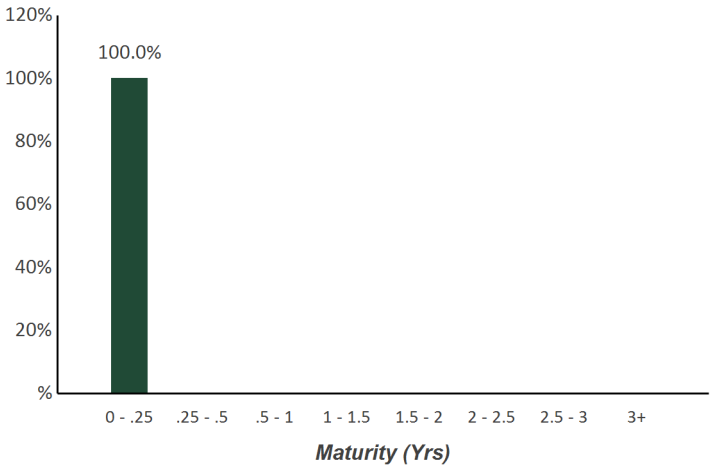
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

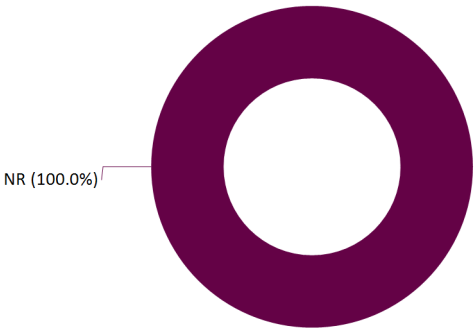
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of June 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	275,725.69	Various 2.41%	275,725.69 275,725.69	1.00 2.41%	275,725.69 11,309.72	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		275,725.69	2.41%	275,725.69 275,725.69	2.41%	275,725.69 11,309.72	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		275,725.69	2.41%	275,725.69 275,725.69	2.41%	275,725.69 11,309.72	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						287,035.41			