



## City Council and Successor Agency to the Brea Redevelopment Agency Agenda

**Tuesday, September 17, 2019**

6:15 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](http://www.cityofbrea.net). Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

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

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

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

### **Special Accommodations**

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

### **Important Notice**

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

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

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

1.      **Public Comment**
2.      **Clarify Regular Meeting Topics**

**DISCUSSION ITEM**

3.      **Downtown Brea Intersection Design Concepts**

**Attachments**

Draft Presentation

**REPORT**

4.      **Council Member Report/Requests**

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

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

5.      **Pledge of Allegiance: Brea Girl Scout Troops**
6.      **Invocation: Doug Green, North Hills Church**
7.      **Presentation: Volunteer Recognition**
8.      **Commendation: Brea Girls Softball, 10U All-Star Team**
9.      **Report - Prior Study Session**
10.     **Community Announcements**
11.     **Matters from the Audience**

**12. 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."*

- 13. Regulations Governing Sidewalk Vending by Requiring Compliance with the Sidewalk Vending Policy, Consistent with the Safe Sidewalk Vending Act (SB 946)** - Introduce for First Reading Ordinance No. 1210, amending Title 5 of the Brea City Code and adopting regulations for sidewalk vendors; and approve Resolution No. 2019-055, adopting a Sidewalk Vending Policy. (Note: by its terms, the Resolution will not become operative until the Ordinance takes effect.)

**Attachments**

Draft Ordinance - Sidewalk Vending  
Resolution - Sidewalk Vending Policy  
Senate Bill 946

**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**

- 14. August 20, 2019 City Council Regular Meeting Minutes** - Approve.

**Attachments**

Draft Minutes

- 15. September 10, 2019 City Council Special Meeting Minutes** - Approve.

**Attachments**

Draft Minutes

- 16. Resolution to Adopt Caltrans Local Assistance Procedures Manual Chapter 10** - Adopt Resolution No. 2019-056, adopting the Caltrans Local Assistance Procedures Manual Chapter 10. There is no fiscal impact to the General Fund.

**Attachments**

Resolution

- 17. Rejection of Bids and Authorize Staff to Rebid the Senior Center Kitchen Enhancements, CIP Project No. 7944** - Reject all bids and direct City Clerk to return all bid bonds and authorize staff to re-advertise for bids.

18. **Maintenance Agreement for the La Floresta Sewer Lift Station (Facility Process Solutions Consulting, LLC)** - Award Maintenance Agreement with Facility Process Solutions Consulting, LLC in the amount of \$28,136 for one (1) year; and authorize the City Manager to approve up to four (4) additional one (1) year extensions. The cost for the contractor to provide specialized operation and maintenance is \$28,136 and will be covered by the Sewer Fund. There is no fiscal impact to the General Fund.

**Attachments**

FPS Agreement

Exhibit A -FPS Quote 082019

Exhibit B - 2019 Scope of Work

Approved COI & WOS

19. **Approval of Cooperative Agreement between the County of Orange and the City of Brea for funding and construction of the OC Loop El Cajon Trail Bikeway (Segment D)**  
- Authorize the Mayor to sign the Cooperative Agreement No. MA-080-20010223 between County of Orange and City of Brea for funding and construction of OC Loop El Cajon Trail Bikeway. Funding for this agreement is available in the Public Works Fiscal Year 2019/20 operating budget.

**Attachments**

Cooperative Agreement

20. **Lateral Police Officer Recruitment Bonus Incentive-Pilot Program** - Authorize lateral police officer recruitment incentive bonus pilot program to include payment of \$6,000 upon hire per lateral police officer, and the second \$6,000 would be paid upon successful completion of the required one-year probationary employment period, up to four officers within FY 2019-20.
21. **Brea Line Newsletter Printing Services Contract** - Approve the Agreement with Deluxe Branded Marketing to provide Printing Services for the Brea Line newsletter in an amount not-to-exceed \$45,760 in year one. Authorize the City Manager to issue up to four one-year extensions, as per contracted amount. The Fiscal Year 2019-20 Budget has sufficient funding available in the Management Services Public Information account (110-11-2111-1151). No additional appropriation is needed.

**Attachments**

Deluxe Branded Marketing Printing Agreement

22. **Approval of a Memorandum of Understanding Between the City of Brea and the Brea Fire Management Association** - Adopt the Resolution No. 2019-057 approving a Memorandum Of Understanding (MOU) with the Brea Fire Management Association (BFMA). The estimated net general fund impact of entering into this agreement is \$12,744. The costs associated with the second year of this contract have already been factored into the FY 2019-2020 City Budget.

**Attachments**

Resolution



## Memorandum of Understanding

23. **Monthly Report of Investments for the City of Brea for Period Ending July 31, 2019** - Receive and file.

### Attachments

Attachment A

24. **August 23 & 30 and September 6 & 13, 2019 City Check Registers** - Receive and file.

### Attachments

08-23-19 City Check Register

08-30-19 City Check Register

09-06-19 City Check Register

09-13-19 City Check Register

## CITY/ SUCCESSOR AGENCY - CONSENT

25. **Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending July 31, 2019** - Receive and file.

### Attachments

Attachment A

26. **August 30, 2019 Successor Agency Check Register** - Receive and file.

### Attachments

08-30-19 SA Check Register

## ADMINISTRATIVE ANNOUNCEMENTS

27. **City Manager**

28. **City Attorney**

29. **Council Requests**

## COUNCIL ANNOUNCEMENTS

## ADJOURNMENT



City of Brea

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**COUNCIL COMMUNICATION**

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

**DATE:** 09/17/2019

**SUBJECT:** Downtown Brea Intersection Design Concepts

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**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Tony Olmos, Director of Public Works

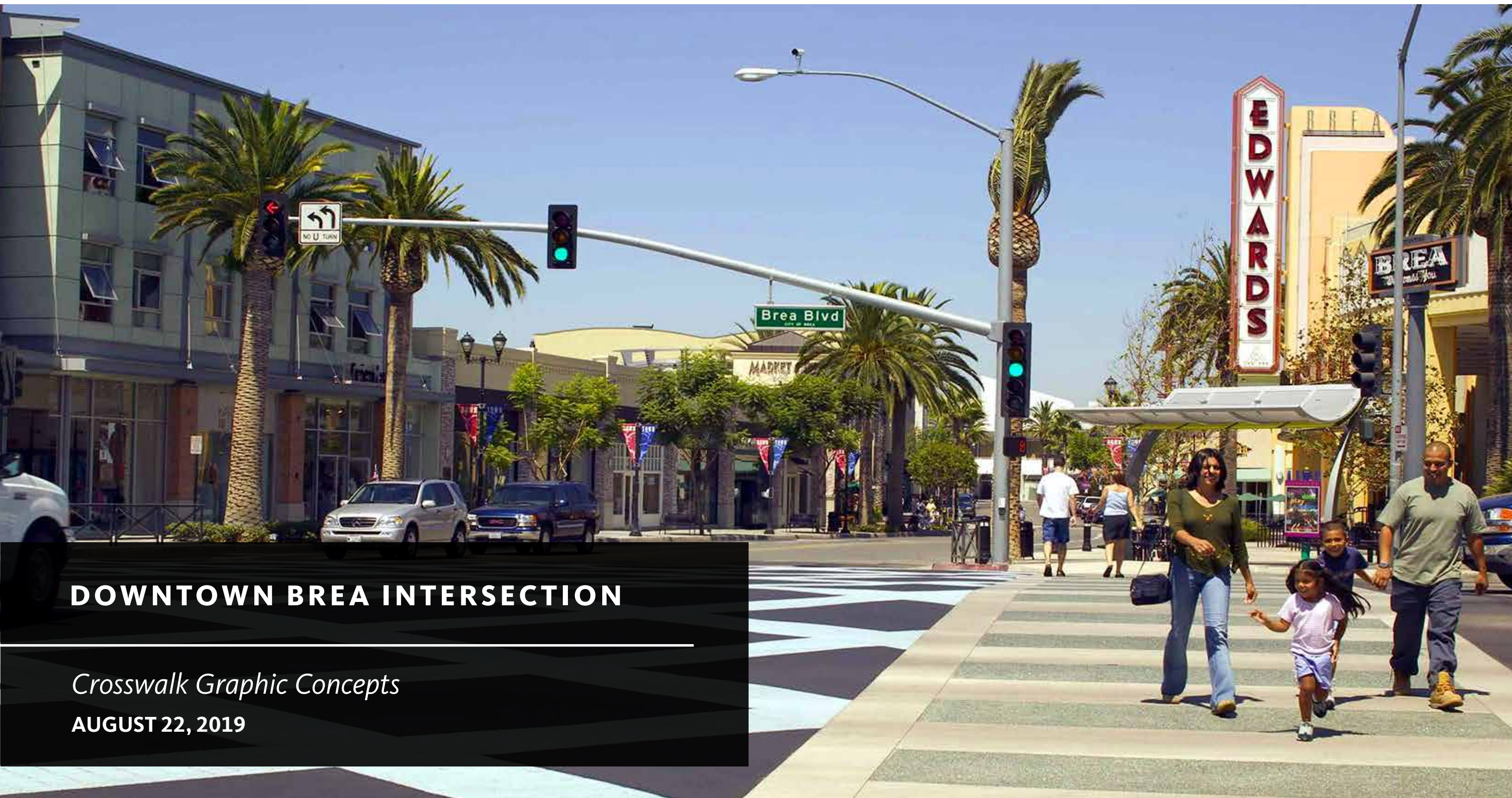
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**Attachments**

Draft Presentation

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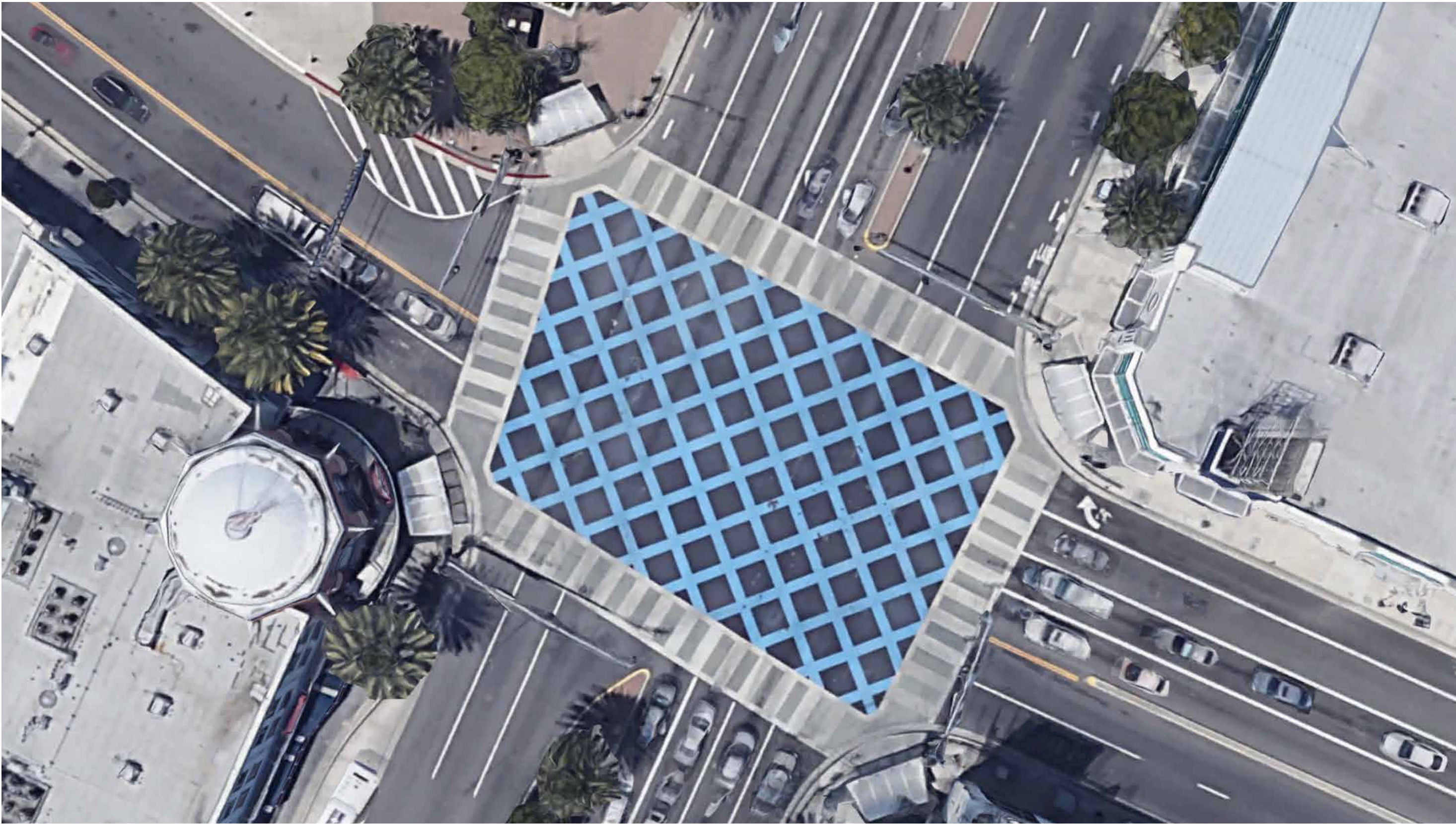
## DOWNTOWN BREA INTERSECTION

*Crosswalk Graphic Concepts*

AUGUST 22, 2019



EXISTING CONDITIONS





# REQUIREMENTS

Explore varied levels of maintenance

-

Simple to complex designs

-

Geometric and free form options

-

Avoid colors that show tire marks

-

Regional color palette

-

Themes that refer to Brea and it's uniqueness

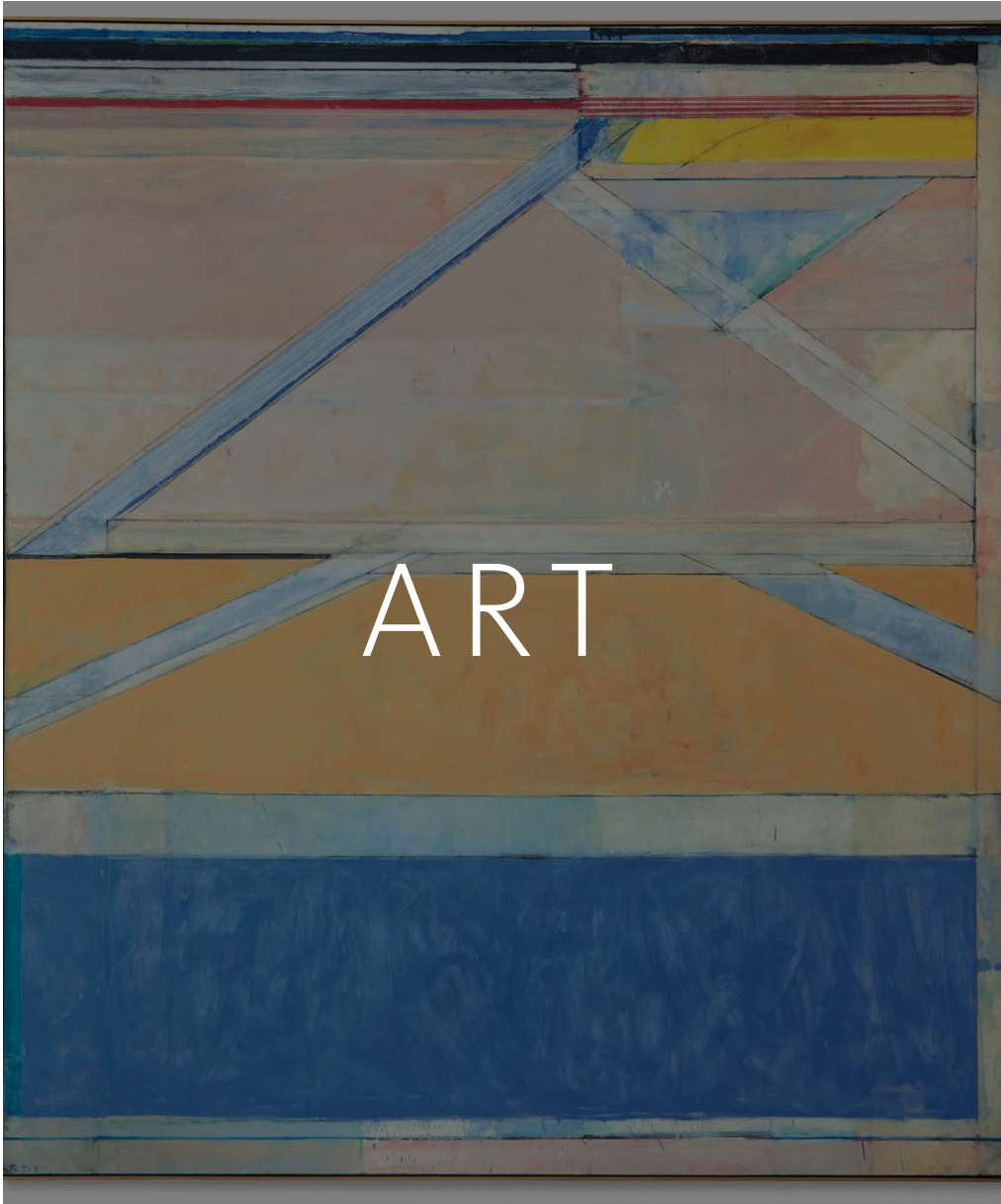
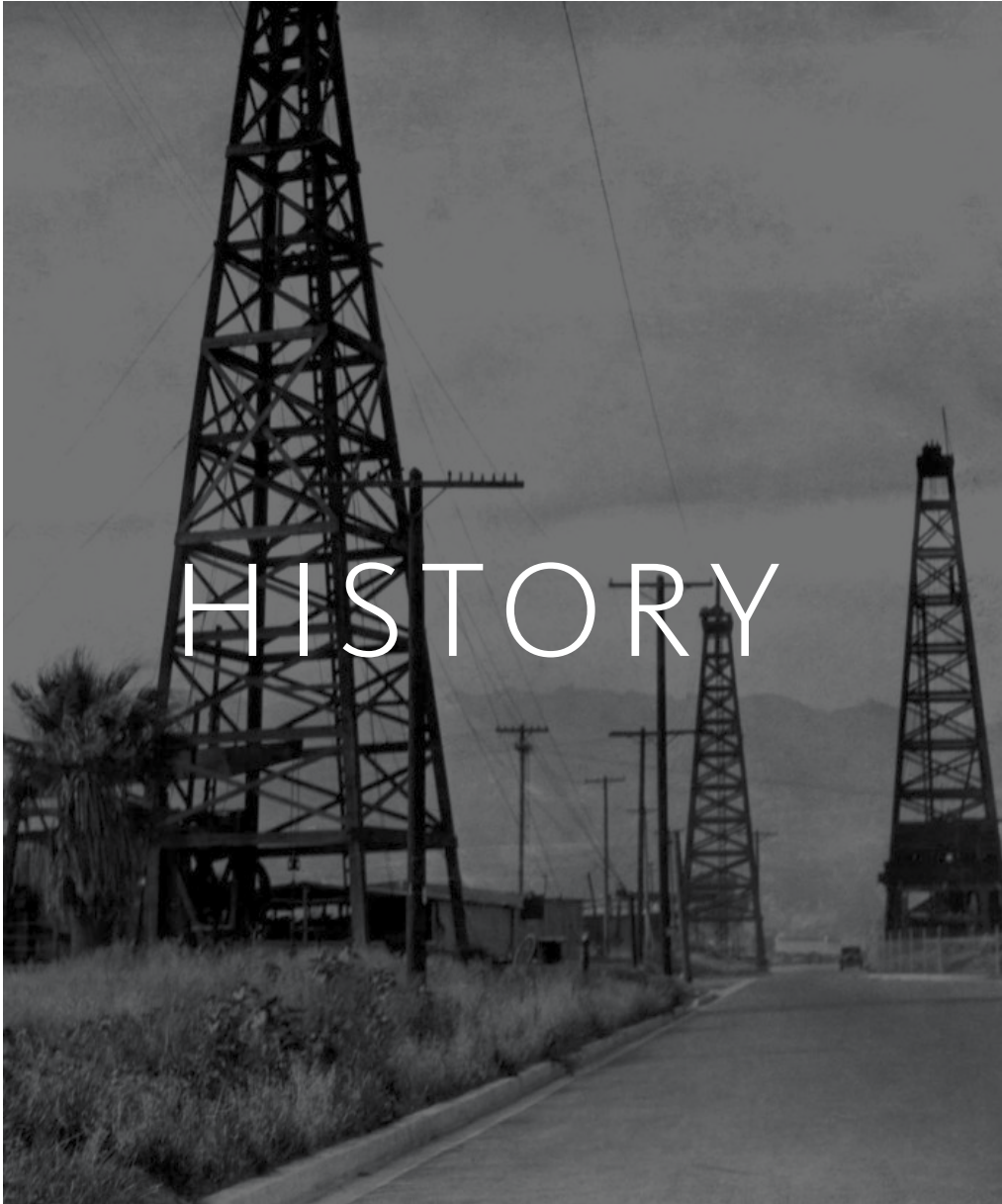


# PRECEDENT EXAMPLES



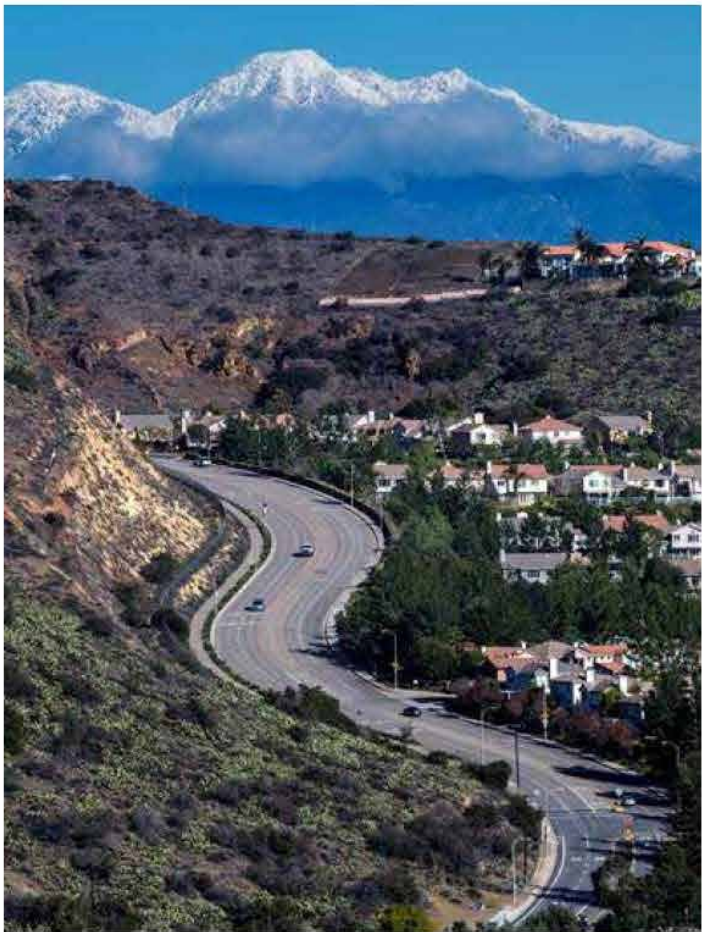


INSPIRATION





NATURE | LANDSCAPE



HILLSIDE: Mix of built and natural features | Curving / jagged lines | Strong color

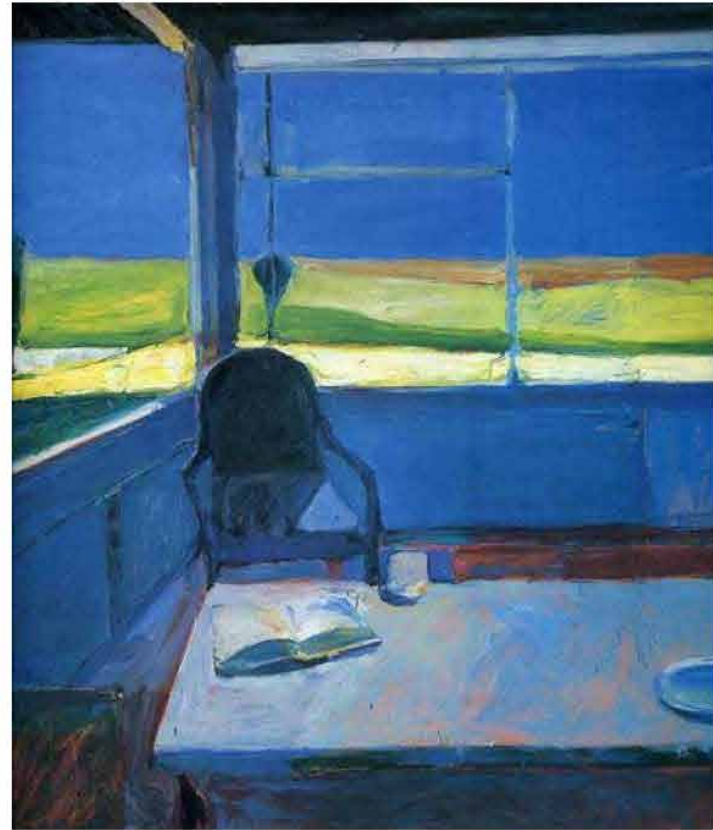


# HISTORY



OIL FIELD: Contrast | Black & white | Vertical & horizontal | Repetitive

# ART



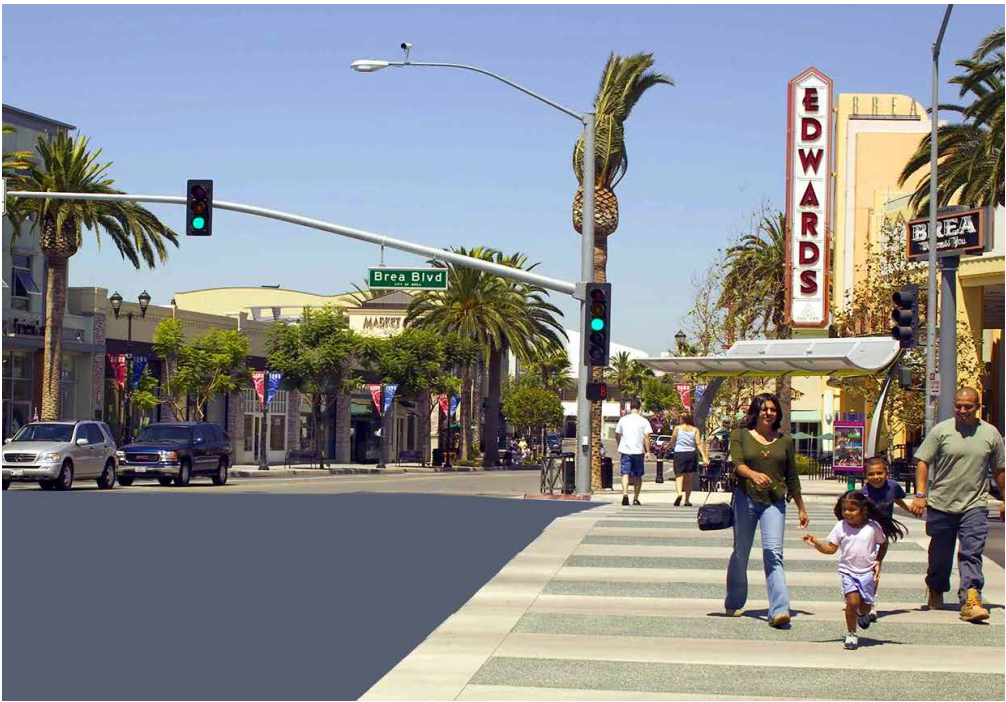
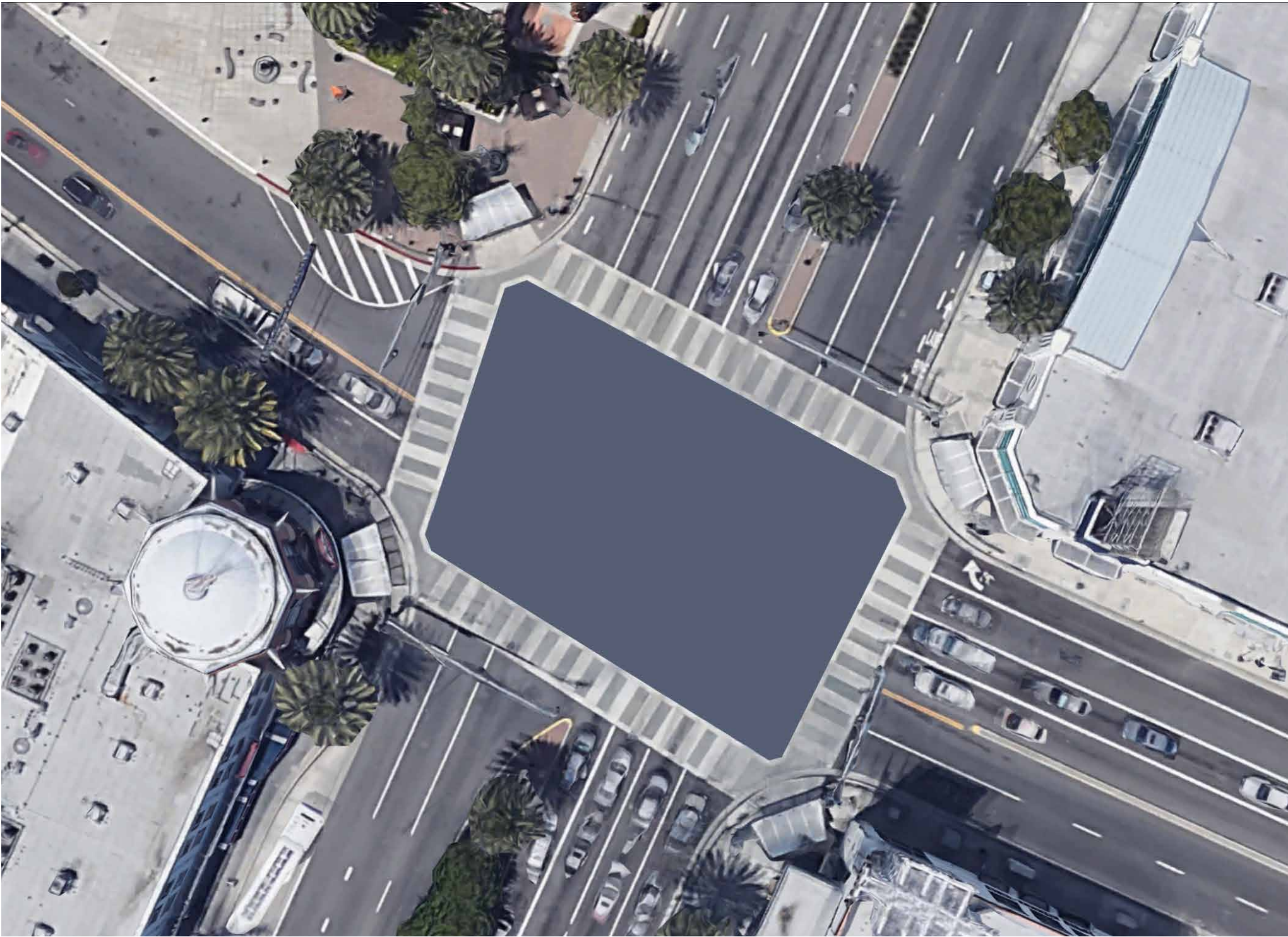
CALIFORNIA LANDSCAPE / RICHARD DIEBENKORN: Strong colors | Geometry | Composition



# OPTION 1: NEW ASPHALT

Thermoplastic paint application.

## MAINTENANCE SCALE

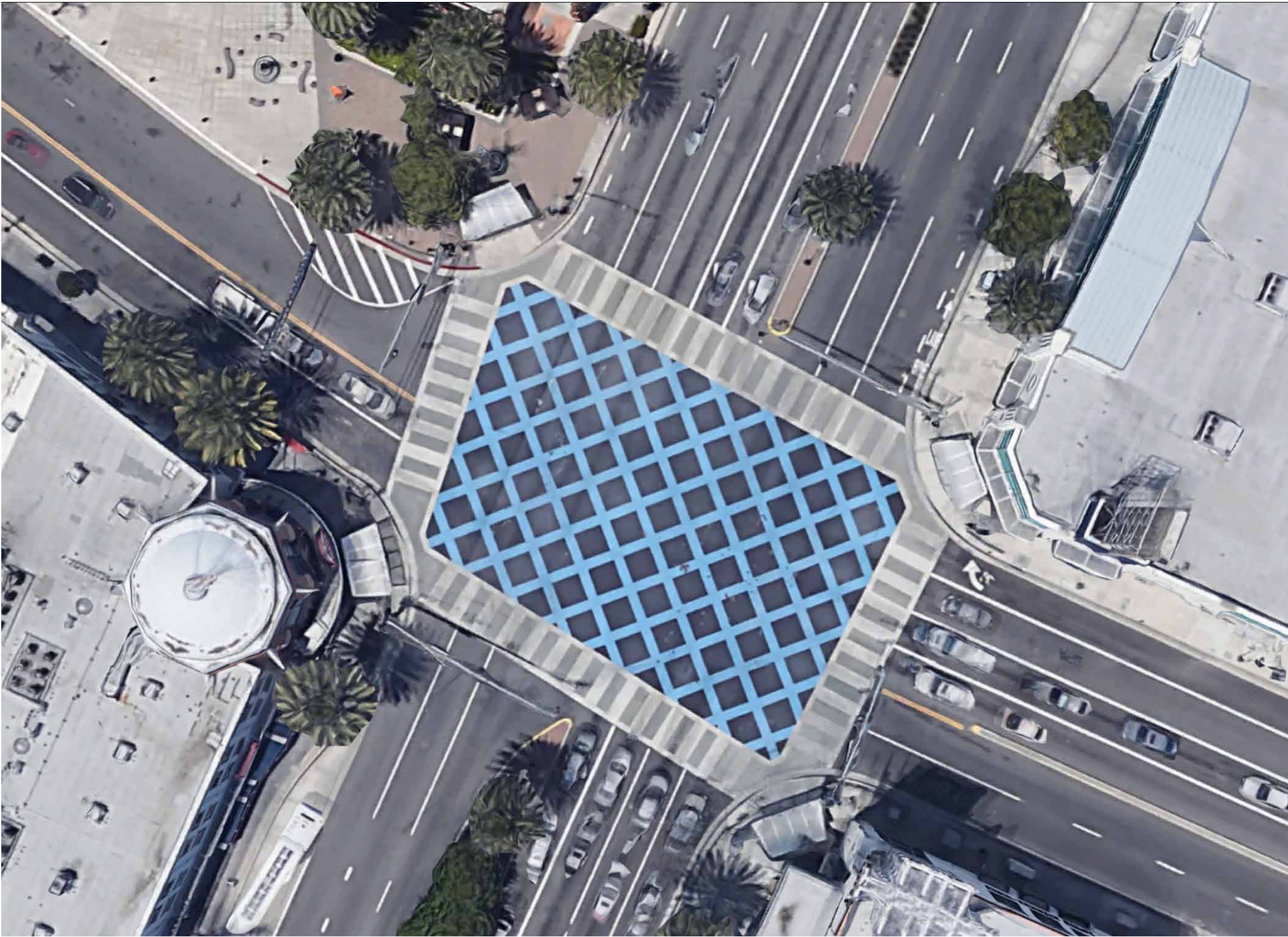




# OPTION 2A: BLUE STRIPES

Repaint existing blue stripes.

## MAINTENANCE SCALE

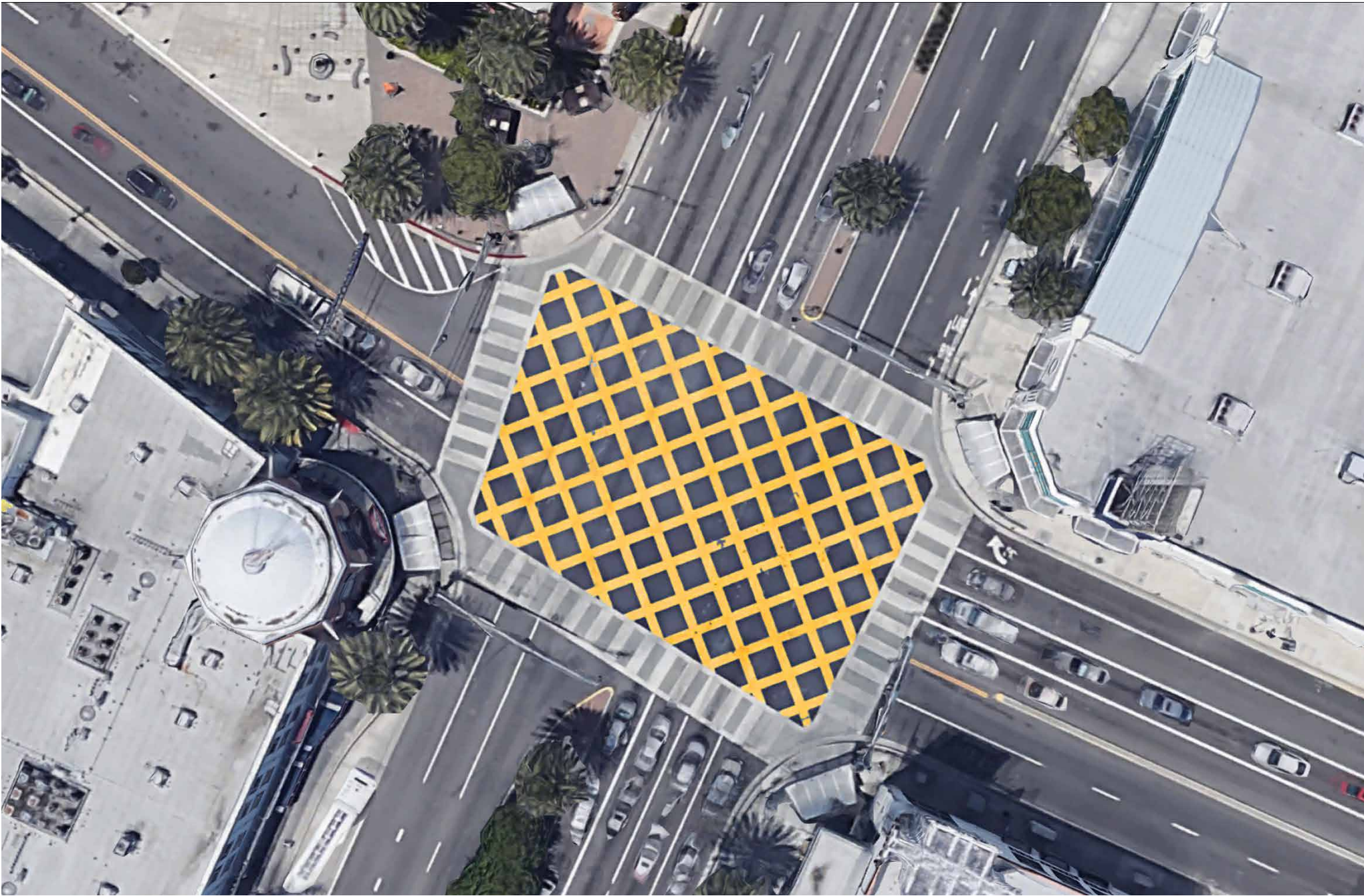




# OPTION 2B: BREA ORANGE STRIPES

Repaint existing blue stripes in Brea orange.

## MAINTENANCE SCALE

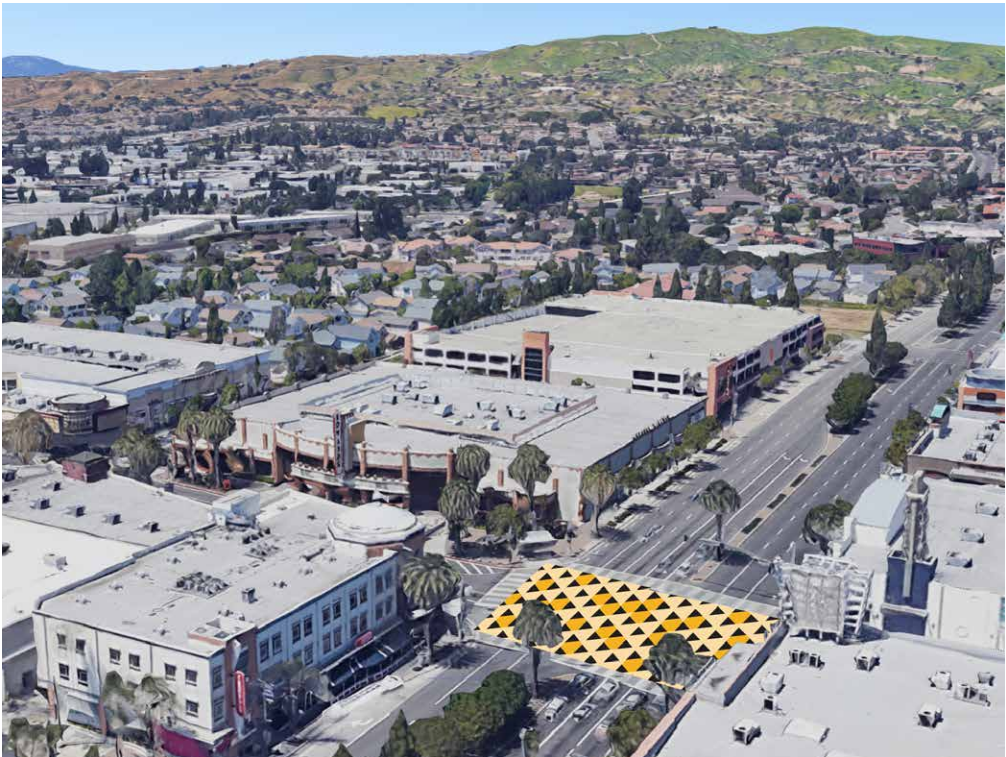
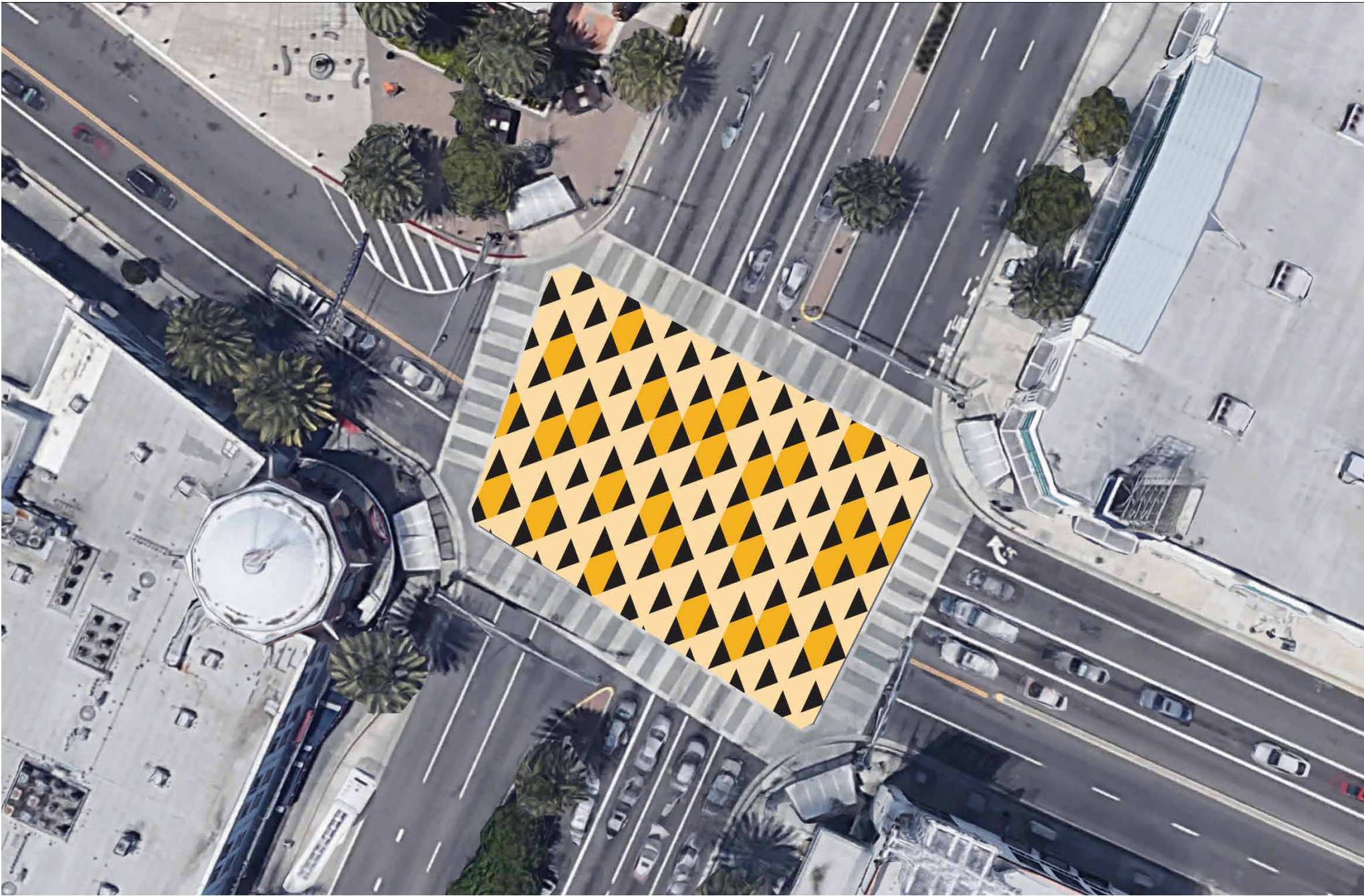




# OPTION 3: BREA ORANGE GEOMETRIC PATTERN

Maintain grid pattern and paint triangles within existing squares.

## MAINTENANCE SCALE

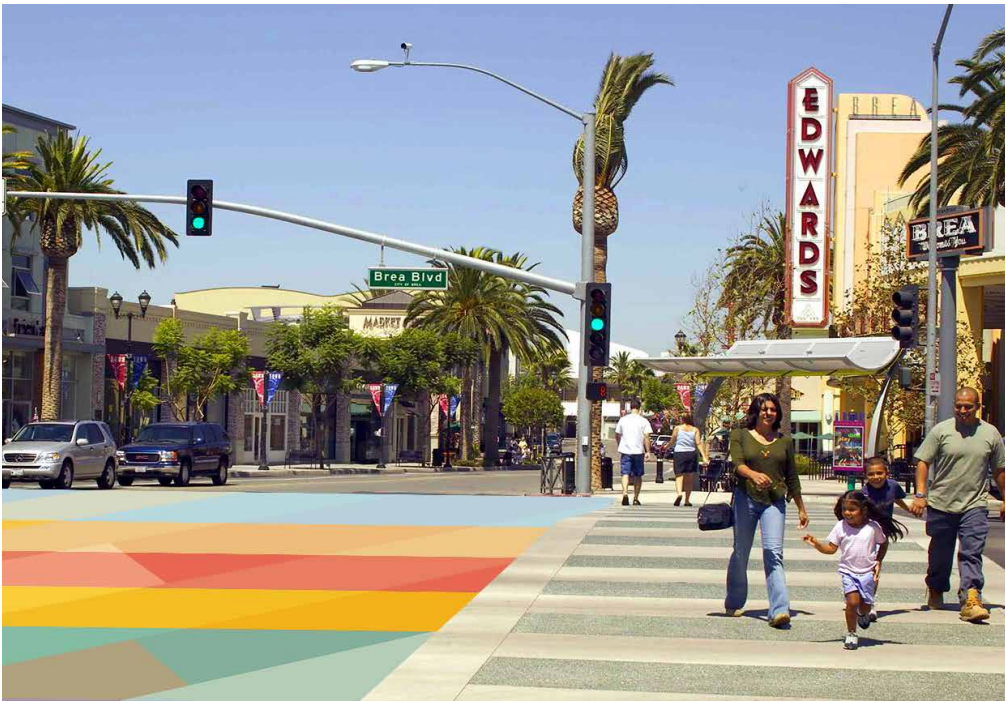
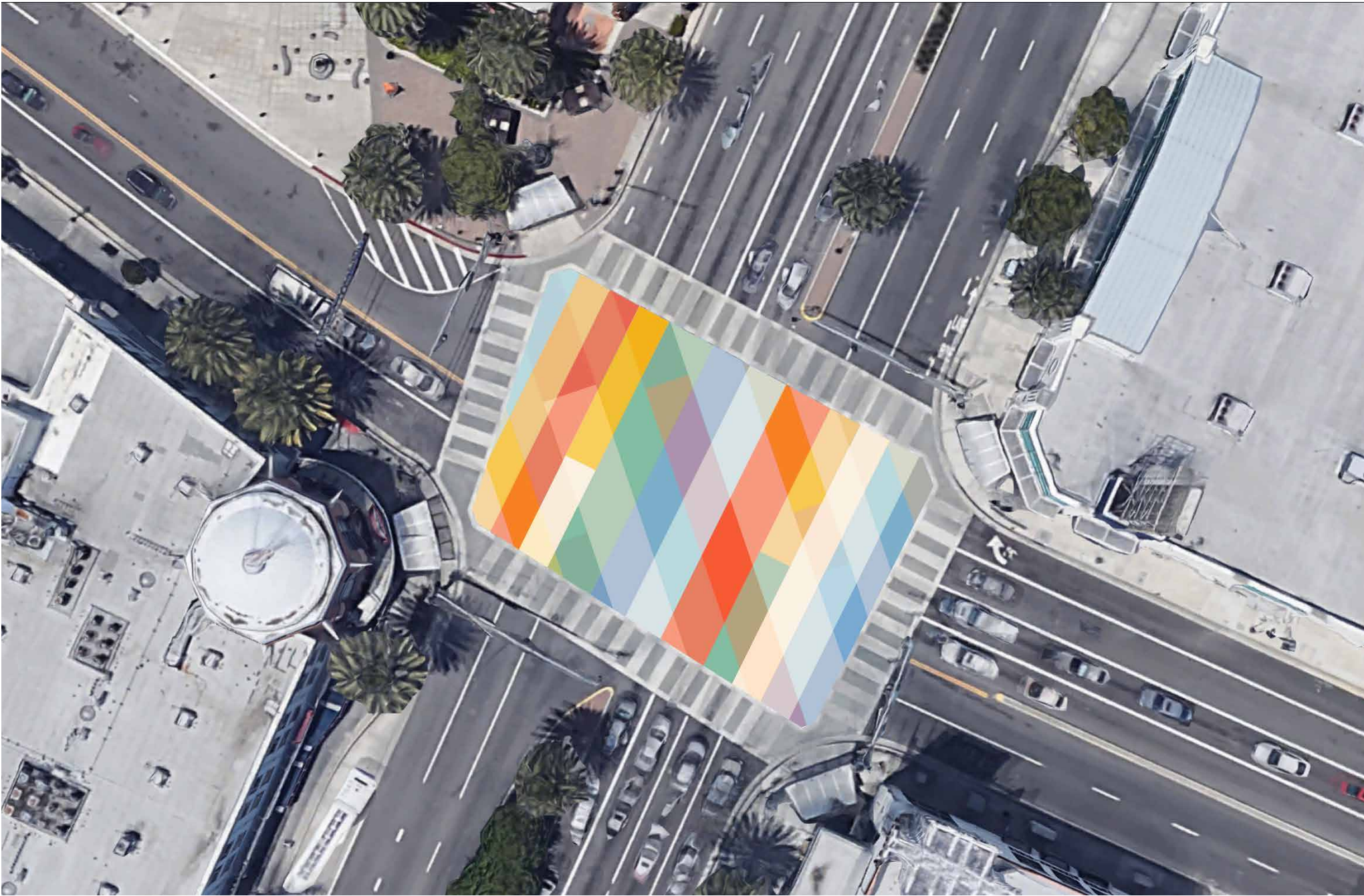




# OPTION 4: LAYERED GEOMETRIC STRIPES

Art-inspired, layering of colored rectangles.

## MAINTENANCE SCALE



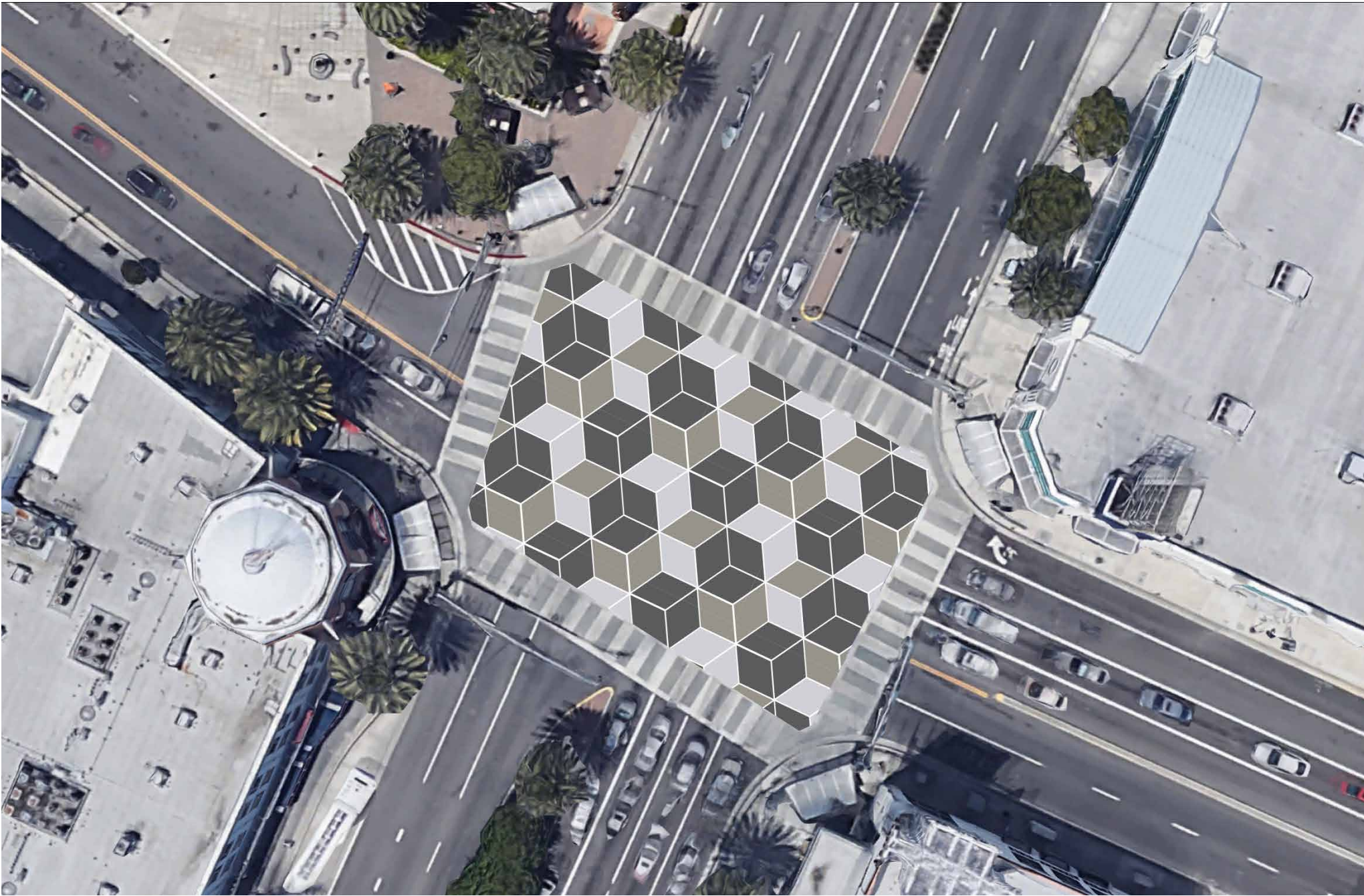
- PMS 552C
- PMS 156C
- PMS 7416C
- PMS 7409C
- PMS 475C
- PMS 557C
- PMS 645C



# OPTION 5: INSIDE THE BOX

Geometric box pattern.

## MAINTENANCE SCALE



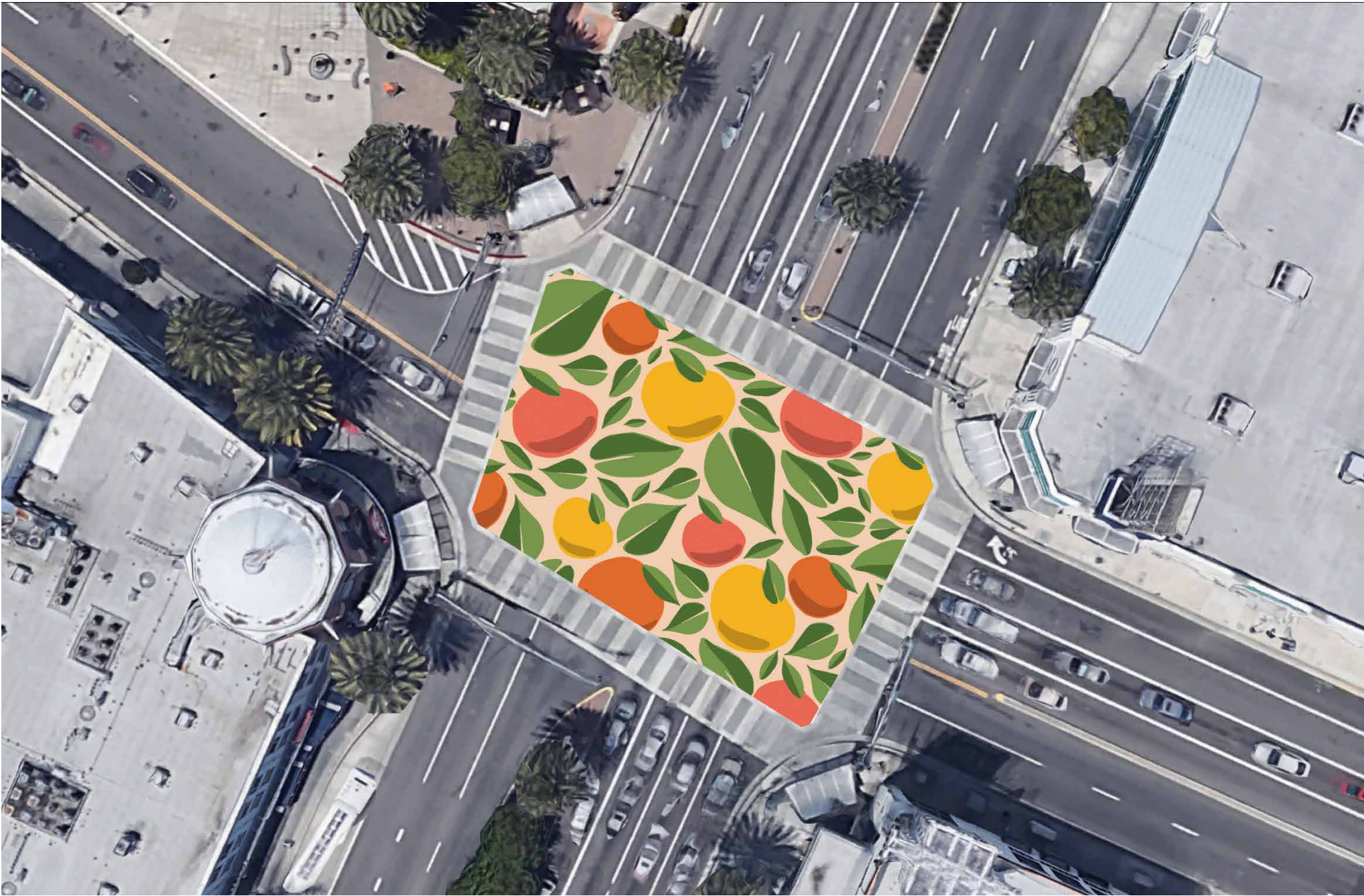
- PMS COOL GREY 11 C
- PMS 7539C
- PMS 427C
- WHITE



# OPTION 6: ORANGE QUILT

*Inspired by Valencia orange groves in the area.*

## MAINTENANCE SCALE



- PMS 475C
- PMS 7578C
- PMS 7555C
- PMS 1525C
- PMS 7416C
- PMS 371C
- PMS 7747C



# OPTION 7: ORANGES, OIL, OPPORTUNITY

*Inspired by the history of Brea.*

## MAINTENANCE SCALE

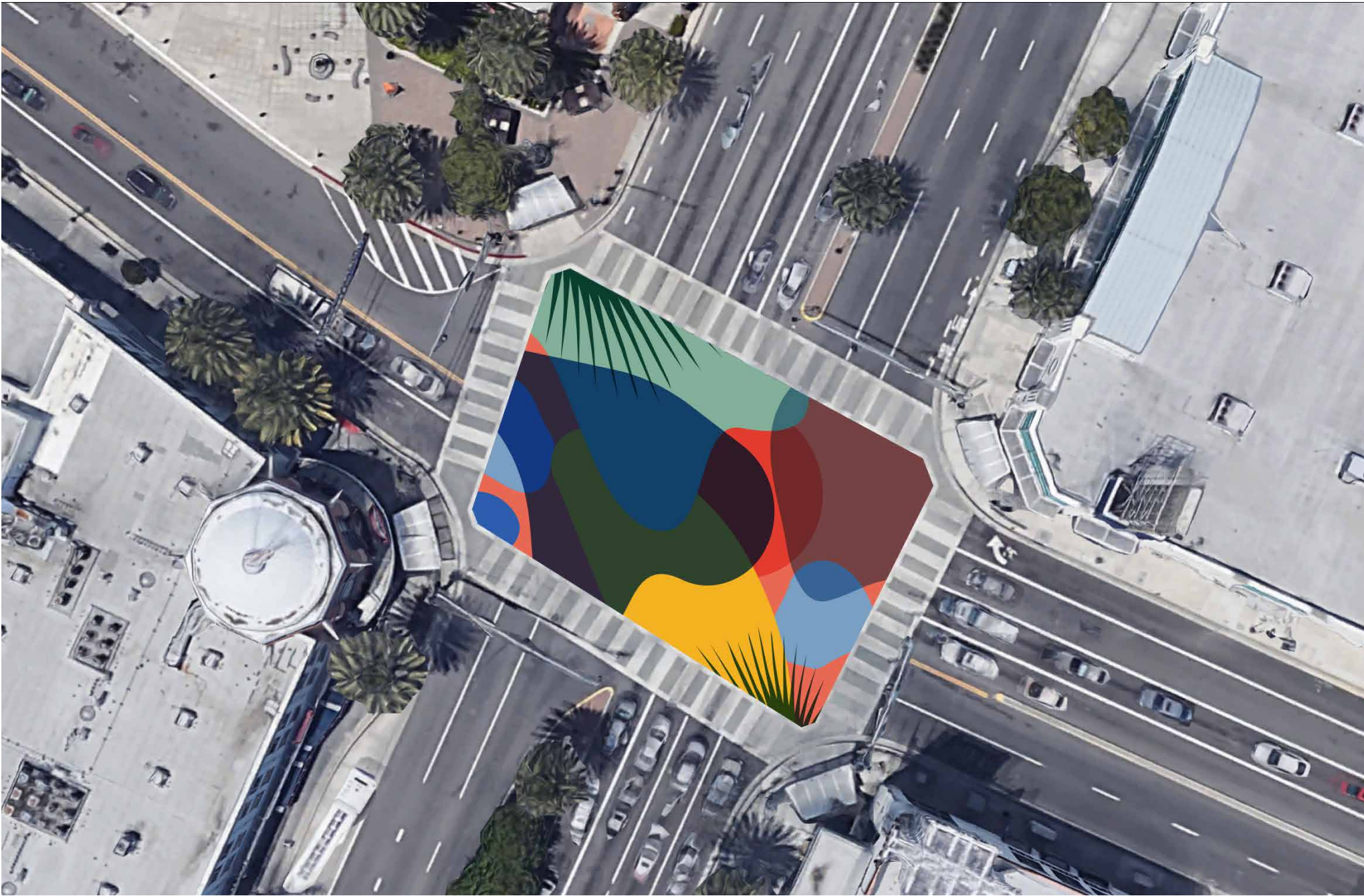




# OPTION 8: CALIFORNIA DREAMIN'

*Inspired by the natural landscape of the area.*

## MAINTENANCE SCALE



- PMS 7416C
- PMS 7455C
- PMS 179C
- PMS 7409C
- PMS 557C
- PMS 645C
- PMS 626C



# SUMMARY

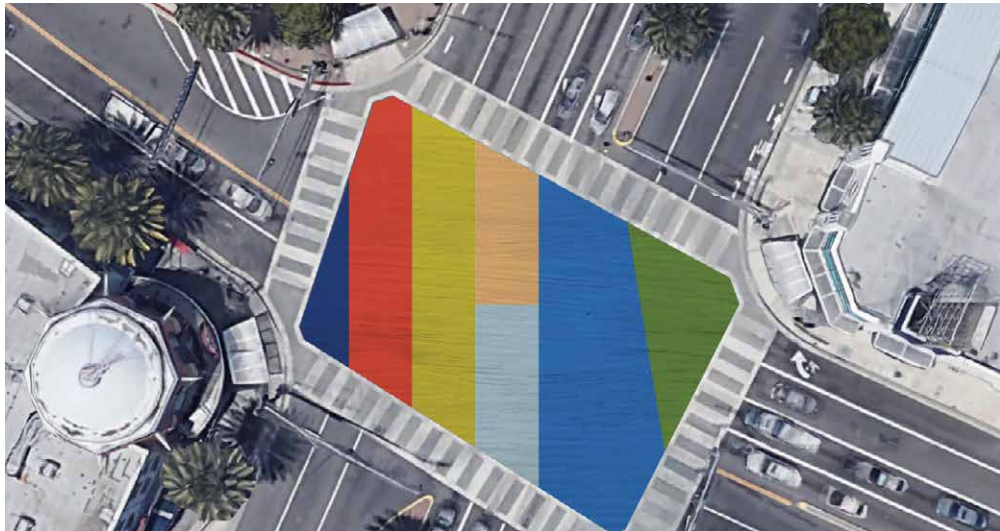




# APPENDIX



ADDITIONAL STUDIES





City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 09/17/2019

**SUBJECT:** Introduce Ordinance No. 1210 for First Reading by Title Only, Adopting Regulations Governing Sidewalk Vending by Requiring Compliance with the Sidewalk Vending Policy, Consistent with the Safe Sidewalk Vending Act (SB 946), Including Administrative Penalties; Approve Resolution No. \_\_\_\_\_ Adopting the Sidewalk Vending Policy

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**RECOMMENDATION**

1. Introduce for First Reading Ordinance No. 1210, amending Title 5 of the Brea City Code and adopting regulations for sidewalk vendors.
2. Approve Resolution No. 2019-055 adopting a Sidewalk Vending Policy. (Note: by its terms, the Resolution will not become operative until the Ordinance takes effect.)

**BACKGROUND/DISCUSSION**

On September 17, 2018, former Governor Jerry Brown signed SB 946, the Safe Sidewalk Vending Act (SSVA) into law. The text of the SSVA is attached hereto. Cities choosing to regulate sidewalk vendors must comply with the SSVA by revising existing regulations, or adopting new regulations, consistent with the Act. A sidewalk vendor is defined as a person who sells food or merchandise with or without a pushcart, stand, or other non-motorized conveyance in certain public areas. Furthermore, vendors are either considered “roaming” if they sell their food or merchandise from place to place, or “stationary” if they do so from a fixed location.

The intent of the law is to “promote entrepreneurship and support immigrant and low-income communities.” The SSVA aims to protect entrepreneurs, many of which are immigrants, from criminalization and possible deportation, as well as establish parameters for the regulation of sidewalk vendors that are not overly restrictive in nature.

The areas that cities are permitted to regulate pertain to time, place and manner of sidewalk vending, provided they relate to objective health, safety, or welfare concerns. There are a number of restricted versus permissible actions cities can regulate. A few examples of restricted regulations include the following: Cities cannot simply restrict a vendor to operating within a specific area of the public right of way; they cannot require a vendor to first obtain approval from a non-governmental entity before conducting business; and they cannot prohibit a vendor from selling food or merchandise in a park owned or operated by the City.

If a city’s existing sidewalk vending program “substantially complies” with the SSVA, it is not required to adopt a new sidewalk vending program. However, Brea’s existing municipal code prohibits sidewalk vendors from operating in the public right of way, and therefore must be



amended to be in compliance with state law. In some communities, particularly cities located adjacent to major attractions like the beach, sports arenas, or where there are large immigrant or low-income populations, the regulation of sidewalk vending is a significant point of discussion. In the City of Brea, sidewalk vending is not a major issue, nor is it anticipated to grow as a result of adopting the proposed ordinance and resolution. The City's Business License Division estimates an average of 20 sidewalk vendors (under the "Peddler" category) are requested and issued annually.

In consultation with the City Attorney's office, it was recommended that the City adopt a Sidewalk Vending Policy which deals with the three areas permitted by state law (time, place and manner). An internal staff working group met over the course of several months to review and provide feedback on the Policy. Representatives included staff from Public Works, Administrative Services (Business License and Risk Management/Human Resources), Police, and City Attorney's office.

The changes contained within the proposed Ordinance, Resolution and Sidewalk Vending Policy recommended by the working group addresses all the time, place and manner areas permitted by SB 946. Under the proposed Ordinance, Resolution, and Policy pertaining to sidewalk vending, the City will:

- Require a sidewalk vending permit, in addition to a valid City business license of any stationary or roaming sidewalk vendor. Permits are valid from date of issue until December 31st of each calendar year (to align with the requirements of business license issued)
- Require sidewalk vendors to display said sidewalk vending permit (and possess proof of insurance, for those operating under a principal's permit for 3 or more carts)
- Require sidewalk vendors to possess a California seller's permit
- Require sidewalk vendors selling food or food products to have proof of completion of a food handler course and all required approvals from the County of Orange, Department of Public Health
- Require operating requirements governing specific distance requirements for certain locations, such as: street intersections; fire hydrants/fire call boxes; emergency facilities; driveways/driveway aprons; certified farmer's markets; swap meets; City events with temporary special permits; City parking lots/City parking structures; and within or upon landscaped areas
- Be indemnified against all claims and liabilities arising out of issuance of sidewalk vending permit. Applications for 3 or more vendors operating under a principal's permit will be required to procure commercial general liability insurance of a minimum of \$1,000,000 per occurrence.
- Require sidewalk vendors not to block or obstruct free movement of pedestrians or vehicles.
- Require sidewalk vendors to operate within the timeframe of 8 a.m. to 10 p.m. daily. For residential zones, this is modified to 8 a.m. to sunset, and for nonresidential zones, the hours of operation are to be aligned with the hours of operation of businesses or uses on the same street. For City parks, sidewalk vending is permitted during the open hours of the

park.

- Prohibit sidewalk vendors from selling such items in a park owned or operated by the City if the City has a contract giving a concessionaire exclusive rights over the sale of these items.
- Require sidewalk vendors to provide a trash receptacle for customers and ensure proper disposal of customer trash.
- Require sidewalk vendors to comply with all applicable laws, including, but not limited to state food preparation, handling, labeling requirements, fire codes and regulations, noise standards and Americans with Disabilities Act of 1990, as well as other state and federal disability access standards.
- Prohibit sidewalk vendors from utilizing freestanding signs

Two primary City Departments will handle the oversight and implementation of the newly adopted Policy. The Administrative Services Department is anticipated to be responsible for providing applicants a copy of the Sidewalk Vending application (the Sidewalk Vending Policy will be contained in the application materials), as well as issuing sidewalk vending permits to applicants. The Brea Police Department will be responsible for field enforcement. Police officers will have the ability to issue administrative citations.

The SSVA prohibits cities from imposing criminal penalties (misdemeanors or infractions), but does allow non-criminal administrative fines to be issued, up to the maximum fines listed below.

<b>Violation Description</b>	<b>Maximum Fine (Operating <u>with</u> a valid permit)</b>	<b>Maximum Fine (Operating <u>without</u> a valid permit)</b>
First violation	\$100	\$250
Second violation (within 1 year of first violation)	\$200	\$500
Each additional violation (within 1 year of first violation)	\$500	\$1,000

The reason for proposing a Sidewalk Vending Policy that is adopted by resolution is that, should any significant change in circumstances, or issues related to time, place, or manner of permitted vending, arise in the future, such changes can more easily and quickly be made via resolution which will take immediate effect, than through adoption of a new ordinance. Currently, there is a minimal amount of sidewalk vending activity, so the internal staff working group which met in consultation with City Attorney, created a Policy based current circumstances, with the realization that modifications could be made in the future should the need arise.

## **FISCAL IMPACT/SUMMARY**

At this time, there is no fiscal impact associated with the adoption of the proposed SSVA ordinance, resolution or Policy. Once the program is established and data is available on the volume of applicants and the time needed by staff to process such applicants, Administrative Services staff will propose, as part of the budget process, adoption of fees for processing sidewalk vending permit applications.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Gillian Lobo, Senior Management Analyst

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

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**Attachments**

Draft Ordinance - Sidewalk Vending

Resolution - Sidewalk Vending Policy

Senate Bill 946

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## ORDINANCE NO. 1210

### AN ORDINANCE OF THE CITY OF BREA ADOPTING REGULATIONS FOR SIDEWALK VENDORS, AND AMENDING TITLE 5 OF THE BREA CITY CODE

#### A. Recitals.

(i) Senate Bill ("SB") 946 was signed into law on September 17, 2018, and became effective January 1, 2019.

(ii) SB 946 limits the authority of cities and counties to regulate sidewalk vendors, except in accordance with Government Code sections 51038 and 51039.

(iii) The City Council finds that the act of vending on sidewalks and other areas of the public right-of-way also creates the potential for increased safety hazards, such as, but not limited to, inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the performance of police, firefighter, and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic.

(iv) The City Council finds that restrictions on sidewalk vending are needed to accommodate vendors and their equipment, while also safe-guarding the flow of pedestrian movement on sidewalks and in the public right-of-way, and ensuring no

interference with the performance of police, firefighter, and emergency medical personnel services.

(v) The City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning.

(vi) The City Council finds that regulations related to the collection and disposal of trash or other debris generated by sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, parks, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant.

(vii) The City Council finds that restrictions on sidewalk vending in public parks is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities, and to prevent an undue concentration of commercial activity that would unreasonably interfere with the scenic and natural character of these parks.

(viii) The City Council finds that restrictions on sidewalk vending in residential

areas are necessary to ensure that such areas are protected from excessive noise and traffic impacts while allowing economic opportunities for sidewalk vendors.

(ix) The City Council adopts this Ordinance under the authority provided in SB 946, and finds that the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting the health, safety, and welfare of its residents, businesses and visitors.

**B. Ordinance.**

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

**Section 1.** A new Chapter 5.244 is hereby added to Title 5 of the Brea City Code to read as follows:

**“CHAPTER 5.244 SIDEWALK VENDING**

**Sections:**

5.244.010 Definitions.

5.244.020 Permit required.

5.244.030 Compliance with Sidewalk Vending Policy

5.244.040 Administrative citations.

**§ 5.244.010 DEFINITIONS.** The following words and phrases, whenever used in this Chapter, shall mean as follows:

**ORD. NO. 1210**  
DATE

**“Permit”** means a sidewalk vending permit issued pursuant to this Chapter and the Sidewalk Vending Policy.

**“Person”** shall mean one or more natural persons, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.

**“Sidewalk vendor”** means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk or other publicly owned pedestrian path.

**“Sidewalk Vending Policy”** means the most current Sidewalk Vending Policy adopted by resolution of the City Council.

**“Vend”** or **“vending”** means to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.

**“Vending cart”** means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for vending, that is not a vehicle as defined in the California Vehicle Code.

**§ 5.244.020 PERMIT REQUIRED.** No person, either for himself or herself or for any other person, shall conduct or engage in sidewalk vending within the City without first obtaining

a sidewalk vending permit pursuant to this Chapter and the Sidewalk Vending Policy. No sidewalk vendor shall utilize a vending cart to engage in vending unless the sidewalk vendor has a valid permit in his or her possession, authorizing the vending. The sidewalk vendor shall display a copy of the permit on his or her vending cart at all times while engaged in vending.

#### **§ 5.244.030 COMPLIANCE WITH THE SIDEWALK VENDING POLICY**

Every person seeking a sidewalk vending permit shall comply with the permit application process set forth in the Sidewalk Vending Policy. Every person issued a sidewalk vending permit shall, at all times while exercising rights granted thereby, comply in all respects with the Sidewalk Vending Policy. Failure to comply with the Sidewalk Vending Policy, as amended from time to time, is a violation of this Chapter and grounds for permit revocation.

#### **§ 5.244.040 ADMINISTRATIVE CITATIONS.**

A. A violation of this Chapter or the Sidewalk Vending Policy by a sidewalk vendor who has a valid sidewalk vending permit from the City is punishable only by an administrative citation pursuant to Chapter 1.04 of this Code, in amounts not to exceed the following:

1. One hundred dollars (\$100) for a first violation.
2. Two hundred dollars (\$200) for a second violation within one year of the first violation.



3. Five hundred dollars (\$500) for each additional violation within one year of the first violation.
- B. A person engaged in sidewalk vending without a valid City sidewalk vending permit is punishable by an administrative citation pursuant to Chapter 1.04 of this Code in amounts not to exceed the following, in lieu of the amounts set forth in paragraph A:
- A:
1. Two hundred fifty dollars (\$250) for a first violation.
  2. Five hundred dollars (\$500) for a second violation within one year of the first violation.
  3. One thousand dollars (\$1,000) for each additional violation within one year of the first violation.
  4. Upon showing proof of having obtained a valid sidewalk vending permit issued by the City, the citation amount for any person issued an administrative citation for failing to possess a valid permit, shall be the amounts set forth in paragraph A.
- C. A violation of this Chapter or the Sidewalk Vending Policy shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.
- D. Failure to pay an administrative citation issued pursuant to this section shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments,

or any other financial conditions beyond those authorized herein shall not be assessed.

- E. When assessing administrative citations pursuant to this section, the hearing officer shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.
- F. If the person meets the criteria described in subdivision (a) or (b) of Government Code Section 68632, the City shall accept, in full satisfaction, twenty percent (20%) of an administrative citation imposed pursuant to this Chapter.
- G. The hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation penalty, or may offer an alternative disposition."

**Section 3.** CEQA. The City Council finds and determines that there is no possibility that the adoption of this Ordinance will have a significant effect on the environment. Accordingly, this Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to Sections 15061(b)(3) and 15378 of Division 6 of Title 14 of the California Code of Regulations.

**Section 4.** Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

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

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Christine Marick, Mayor

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

**ORD. NO. 1210**  
DATE

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Brea, held on the 17th day of September, 2019, and was finally passed at a regular meeting of the City Council of the City of Brea on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

Dated: \_\_\_\_\_

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

**ORD. NO. 1210**  
DATE

**RESOLUTION NO. 2019-055**

**A RESOLUTION OF THE BREA CITY COUNCIL ADOPTING A  
SIDEWALK VENDING POLICY**

**A. Recitals.**

(i) Senate Bill 946 was signed into law on September 17, 2018, and became effective January 1, 2019.

(ii) SB 946 limits the authority of cities and counties to regulate sidewalk vendors, except in accordance with Government Code Sections 51038 and 51039.

(iii) Based on express, written findings set forth therein, the City Council has adopted the Sidewalk Vending Ordinance (codified in Brea City Code, Chapter 5.244) to regulate and provide for the safe and lawful operations of sidewalk vendors, consistent with SB 946.

(iv) The Sidewalk Vending Ordinance requires all persons engaged in sidewalk vending to possess a sidewalk vending permit and comply with a Sidewalk Vending Policy adopted by City Council resolution.

(v) The purpose of this Resolution is to adopt a Sidewalk Vending Policy to implement the Sidewalk Vending Ordinance.

(vi) All legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

**NOW THEREFORE**, the City Council hereby finds and resolves as follows:

**Section 1.** The City Council finds the facts set forth in the Recitals, Part A of this Resolution, are true and correct.

**Section 2.** The City Council hereby approves and adopts the “Sidewalk Vending Policy”, attached hereto as Exhibit A, and incorporated by reference herein.

**Section 3.** If any section, subsection, sentence, clause, or phrase of this Resolution or Sidewalk Vending Policy is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution or Sidewalk Vending Policy. The City Council hereby declares that it would have adopted this Resolution and Sidewalk Vending Policy, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Resolution or Sidewalk Vending Policy would be subsequently declared invalid or unconstitutional.

**Section 4. Penalties for Violation of Policy for Sidewalk Vendors.**

Any violation of this Sidewalk Vending Policy constitutes a violation of the Sidewalk Vending Ordinance and is punishable by administrative citation as provided therein.

**Section 5.** This Resolution shall become operative upon Brea City Code Chapter 5.244 becoming effective.

**Section 6.** The City Clerk shall certify to the adoption of this Resolution.

**APPROVED AND ADOPTED** this 17th day of September, 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 17th day of September, 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Dated: \_\_\_\_\_

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

**RESO NO. 2019-055**  
September 17, 2019

## EXHIBIT A

### SIDEWALK VENDING POLICY

[Current as of September 17, 2019]

**Section 1. Definitions.** The definitions set forth in Brea City Code Section 1.00.050 and Chapter 5.244 shall apply to this Policy. Additionally, whenever used in this Policy, the following words and phrases shall have the meanings set forth below:

**“Certified farmers’ market”** means a location operated in accordance with Chapter 10.5 of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

**“Director”** means the Director of Administrative Services of the City of Brea or such person’s designee.

**“Policy”** means this Sidewalk Vending Policy.

**“Roaming sidewalk vendor”** means a sidewalk vendor who moves from place to place on a public sidewalk or other public property, and stops only to complete a transaction.

**“Sidewalk Vending Ordinance”** means Brea City Code Chapter 5.244.

**“Sidewalk vending permit” or “permit”** means a sidewalk vending permit issued to an individual for his or her use, or to an individual, company, partnership, corporation, or other entity, under which such principal’s authority, two or more sidewalk vendors shall vend pursuant to the Sidewalk Vending Ordinance.

**“Stationary sidewalk vendor”** means a sidewalk vendor who vends from a fixed location on a public sidewalk or other public property.

**“Swap meet”** means a location operated in accordance with Business and Professions Code Section 21660, et seq. and any regulations adopted pursuant thereto.

**“Temporary special permit”** means a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or any other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event or use permit, for purposes including, but not limited to, filming, parades, or outdoor concerts.

**Section 2. Permit Application.** To apply for a sidewalk vending permit, a person must file an application with the Director, accompanied by a nonrefundable processing fee in an amount established by City Council resolution. A sidewalk vending permit is not required for any stand, display, cart or other non-motorized conveyance used for vending, for which an encroachment permit or similar license has been issued by the City. The application shall be in a form prescribed by the Director and shall contain, at a minimum, the following:

RESO NO. 2019-055  
September 17, 2019



- A. The legal name and current address and telephone number of the applicant;
- B. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal, and how many individual vendors will operate under the principal's permit;
- C. A description of the food or merchandise offered for sale;
- D. Whether the applicant intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor;
- E. A copy of a valid business license issued pursuant to Section 5.24.100.B of the Brea City Code;
- F. A California seller's permit pursuant to Section 6067 of the Revenue and Taxation Code, if required by law;
- G. Certification by the applicant that the information contained in the application is true to his or her knowledge and belief;
- H. If a vendor of food or food products, proof of completion of a food handler course and proof of all required approvals from the County of Orange, Department of Public Health;
- I. The applicant's agreement to indemnify, defend and hold the City and its elected officials, officers, employees, agents, and volunteers harmless with respect to any and all claims and liabilities arising out of issuance of the sidewalk vending permit and/or injuries or damages of any kind caused by or resulting from acts or activities of any vendor operating pursuant to such permit;
- J. If the application is for three (3) or more vendors to operate under a principal's permit, the applicant must provide satisfactory evidence of having procured commercial general liability insurance for the term of the permit, with limits not less than one million dollars (\$1,000,000) per occurrence, and in such form as required by the Director, covering the activities of such individuals while engaged in vending activities pursuant to such permit; and
- K. Any other information reasonably required regarding the time, place, and manner of the proposed sidewalk vending.

**Section 3. Criteria for Approval or Denial of Permit.** The Director shall issue a sidewalk vending permit unless there are grounds for denial. A sidewalk vending permit shall be denied if the Director determines one or more of the following:

- A. Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;
- B. The applicant has failed to provide a complete application, after having been notified of the requirement to produce additional information or documents; or

**RESO NO. 2019-055**  
September 17, 2019

- C. The applicant has failed to pay any previous administrative fines, complete any community service, and/or complete any other alternative disposition associated with a previous violation of the Sidewalk Vending Ordinance or this Policy.

If the permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

**Section 4. Permit Expiration and Renewal.** A sidewalk vending permit shall be valid from the date of issue until December 31st of each calendar year. A person may apply for a permit renewal on a form provided by the City prior to the expiration of his or her active sidewalk vending permit.

**Section 5. Permit Revocation.** The Director may revoke a sidewalk vending permit for a fourth violation or subsequent violation of the Sidewalk Vending Ordinance or this Policy within one year of the first violation. A sidewalk vendor whose permit is revoked may apply for a new sidewalk vending permit on the first City business day of the following calendar year. Any and all acts, including violations of this Policy, by a sidewalk vendor, shall be deemed to be the acts of the holder of the permit under which the sidewalk vendor is vending.

**Section 6. Appeals.** Any person aggrieved by the decision of the Director to issue, deny issuance, or revoke a sidewalk vending permit may appeal the decision to the City Manager or designee. The appeal shall be filed with the City Clerk within fifteen (15) days following the date of the Director's decision.

**Section 7. Permits Nontransferable.** No permit granted pursuant to this Policy shall be transferable.

**Section 8. Operating Requirements.** Sidewalk vendors shall comply with the following:

A. Sidewalk vending shall not be conducted in the following locations:

1. Within fifteen (15) feet of any street intersection;
2. Within ten (10) feet of any fire hydrant, fire call box, or other emergency facility;
3. Within ten (10) feet of any driveway or driveway apron;
4. Upon or within any roadway, median strip, or dividing section;
5. Within 500 feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit or City-sponsored event. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit or event;
6. In any City parking lot or City parking structure;

7. Within or upon any landscaped areas.
- B. Sidewalk vending shall not be conducted in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Sidewalk vendors must at all times provide a clearance of not less than three (3) feet (or such other clearance as may be required by applicable state or federal accessibility standards) on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices.
  - C. Sidewalk vending is permitted between the hours of 8:00 a.m. and 10:00 p.m., daily, except as follows:
    1. In areas zoned exclusively as 'residential', sidewalk vending shall be permitted between the hours of 8:00 a.m. and sunset.
    2. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.
    3. In any City park, only during the open hours of the park.
  - D. Stationary sidewalk vendors shall not vend in areas that are zoned residential.
  - E. Stationary sidewalk vendors shall not vend within any park where the City has awarded an exclusive concession agreement for the sale of food or merchandise.
  - F. A sidewalk vendor shall conspicuously display his or her sidewalk vending permit, or a full, true and correct copy of the principal's permit, if applicable, at all times while engaged in sidewalk vending. Such permit shall be displayed on the vending cart utilized by the sidewalk vendor. It is a violation of this Policy for any sidewalk vendor to display: (i) a sidewalk vending permit not issued to that sidewalk vendor; or (ii) a principal's sidewalk vending permit unless the sidewalk vendor has been authorized in writing to vend under authority of that principal's permit.
  - G. Sidewalk vendors of food or food products shall possess and display in plain view on the vending cart a valid permit from the County of Orange, Department of Public Health, or equivalent City permit. No sidewalk vendor shall utilize or maintain any open flame in connection with sidewalk vending.

- H. Sidewalk vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by, or reasonably attributable to, the vending operations, within a 15 foot radius of the vending location.
- I. Sidewalk vendors shall comply with all applicable laws, including without limitation, state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).
- J. No sidewalk vendor shall utilize any freestanding sign while vending.
- K. No vending cart shall be permanently attached to any structure or real property, or be left overnight on public property.
- L. All sidewalk vendors operating under a principal's permit for which insurance is required, must carry proof of such insurance while vending.

**Senate Bill No. 946**

**CHAPTER 459**

An act to add Chapter 6.2 (commencing with Section 51036) to Part 1 of Division 1 of Title 5 of the Government Code, relating to sidewalk vendors.

[Approved by Governor September 17, 2018. Filed with  
Secretary of State September 17, 2018.]

**LEGISLATIVE COUNSEL'S DIGEST**

SB 946, Lara. Sidewalk vendors.

Existing law authorizes a local authority, by ordinance or resolution, to adopt requirements for the public safety regulating any type of vending and the time, place, and manner of vending from a vehicle upon a street.

This bill would prohibit a local authority, as defined, from regulating sidewalk vendors, except in accordance with the provisions of the bill. The bill would provide that a local authority is not required to adopt a new program to regulate sidewalk vendors if the local authority has established an existing program that substantially complies with the provisions of the bill. The bill would apply these provisions to a chartered or general law city, county, or city and county.

The bill would require a local authority that elects to adopt a sidewalk vending program to, among other things, not require a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns, and not restrict sidewalk vendors to operate only in a designated neighborhood or area, except as specified. The bill would authorize a local authority to, by ordinance or resolution, adopt additional requirements regulating the time, place, and manner of sidewalk vending, as specified, if the requirements are directly related to objective health, safety, or welfare concerns. The bill would also authorize a local authority to prohibit sidewalk vendors in areas located within the immediate vicinity of a permitted certified farmers' market and a permitted swap meet, as specified, and to restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, as specified. A violation would be punishable only by an administrative fine, as specified, pursuant to an ability-to-pay determination, and proceeds would be deposited in the treasury of the local authority.

The bill would require the dismissal of any criminal prosecutions under any local ordinance or resolution regulating or prohibiting sidewalk vendors that have not reached final judgment. The bill would also authorize a person who is currently serving, or who completed, a sentence, or who is subject to a fine, for a conviction of a misdemeanor or infraction for sidewalk

(c) “Stationary sidewalk vendor” means a sidewalk vendor who vends from a fixed location.

(d) “Local authority” means a chartered or general law city, county, or city and county.

51037. (a) A local authority shall not regulate sidewalk vendors except in accordance with Sections 51038 and 51039.

(b) Nothing in this chapter shall be construed to affect the applicability of Part 7 (commencing with Section 113700) of Division 104 of the Health and Safety Code to a sidewalk vendor who sells food.

(c) Nothing in this chapter shall be construed to require a local authority to adopt a new program to regulate sidewalk vendors if the local authority has established an existing program that substantially complies with the requirements in this chapter.

51038. (a) A local authority may adopt a program to regulate sidewalk vendors in compliance with this section.

(b) A local authority’s sidewalk vending program shall comply with all of the following standards:

(1) A local authority shall not require a sidewalk vendor to operate within specific parts of the public right-of-way, except when that restriction is directly related to objective health, safety, or welfare concerns.

(2) (A) A local authority shall not prohibit a sidewalk vendor from selling food or merchandise in a park owned or operated by the local authority, except the local authority may prohibit stationary sidewalk vendors from vending in the park only if the operator of the park has signed an agreement for concessions that exclusively permits the sale of food or merchandise by the concessionaire.

(B) Notwithstanding subparagraph (A), a local authority may adopt additional requirements regulating the time, place, and manner of sidewalk vending in a park owned or operated by the local authority if the requirements are any of the following:

(i) Directly related to objective health, safety, or welfare concerns.

(ii) Necessary to ensure the public’s use and enjoyment of natural resources and recreational opportunities.

(iii) Necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park.

(3) A local authority shall not require a sidewalk vendor to first obtain the consent or approval of any nongovernmental entity or individual before he or she can sell food or merchandise.

(4) (A) A local authority shall not restrict sidewalk vendors to operate only in a designated neighborhood or area, except when that restriction is directly related to objective health, safety, or welfare concerns.

(B) Notwithstanding subparagraph (A), a local authority may prohibit stationary sidewalk vendors in areas that are zoned exclusively residential, but shall not prohibit roaming sidewalk vendors.

(5) A local authority shall not restrict the overall number of sidewalk vendors permitted to operate within the jurisdiction of the local authority,

Food and Agricultural Code and any regulations adopted pursuant to that chapter. A “swap meet” means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

(2) Restrict or prohibit sidewalk vendors within the immediate vicinity of an area designated for a temporary special permit issued by the local authority, provided that any notice, business interruption mitigation, or other rights provided to affected businesses or property owners under the local authority’s temporary special permit are also provided to any sidewalk vendors specifically permitted to operate in the area, if applicable. For purposes of this paragraph, a temporary special permit is a permit issued by the local authority for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, or outdoor concerts. A prohibition of sidewalk vendors pursuant to this paragraph shall only be effective for the limited duration of the temporary special permit.

(e) For purposes of this section, perceived community animus or economic competition does not constitute an objective health, safety, or welfare concern.

51039. (a) (1) A violation of a local authority’s sidewalk vending program that complies with Section 51038 is punishable only by the following:

(A) An administrative fine not exceeding one hundred dollars (\$100) for a first violation.

(B) An administrative fine not exceeding two hundred dollars (\$200) for a second violation within one year of the first violation.

(C) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.

(2) A local authority may rescind a permit issued to a sidewalk vendor for the term of that permit upon the fourth violation or subsequent violations.

(3) (A) If a local authority requires a sidewalk vendor to obtain a sidewalk vending permit from the local authority, vending without a sidewalk vending permit may be punishable by the following in lieu of the administrative fines set forth in paragraph (1):

(i) An administrative fine not exceeding two hundred fifty dollars (\$250) for a first violation.

(ii) An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one year of the first violation.

(iii) An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one year of the first violation.

(B) Upon proof of a valid permit issued by the local authority, the administrative fines set forth in this paragraph shall be reduced to the administrative fines set forth in paragraph (1), respectively.

(b) The proceeds of an administrative fine assessed pursuant to subdivision (a) shall be deposited in the treasury of the local authority.

(3) Unless requested by the petitioner, no hearing is necessary to grant or deny a petition filed under paragraph (1).

(4) If the court that originally sentenced or imposed a fine on the petitioner is not available, the presiding judge shall designate another judge to rule on the petition.

(5) Nothing in this subdivision is intended to diminish or abrogate any rights or remedies otherwise available to the petitioner.

(6) Nothing in this subdivision or related provisions is intended to diminish or abrogate the finality of judgments in any case not falling within the purview of this chapter.

SEC. 3. The Legislature finds and declares that Section 2 of this act, which adds Section 51038 to the Government Code, imposes a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

The Legislature finds and declares that in order to protect the privacy of a sidewalk vendor with regard to his or her California driver's license or identification number, individual taxpayer identification number, or municipal identification number, when that number is collected in lieu of a social security number for purposes of the issuance of a permit or business license, it is necessary that the sidewalk vendor's number be confidential, except as provided in this act.



City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 09/17/2019  
**SUBJECT:** August 20, 2019 City Council Regular Meeting Minutes

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**RESPECTFULLY SUBMITTED:**

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

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**Attachments**

Draft Minutes

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# DRAFT

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

### MINUTES August 20, 2019

CLOSED SESSION  
5:45 p.m. - Executive Conference Room  
Level Three

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

Mayor Marick called the Closed Session to order at 5:45 p.m., all members were present.

Councilmember Vargas recused himself from the discussion on item number 2, Birch Hills Golf Course.

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.
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#### 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

Mayor Marick adjourned the Closed Session at 6:47 p.m.

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

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

Mayor Marick called the Study Session to order at 6:48 p.m., all members were present.

**6. Public Comment**

Dwight Manley spoke about the history of golf contracts and operators in the City; and spoke in support of the newly proposed operators.

**7. Clarify Regular Meeting Topics**

Mayor Pro Tem Simonoff requested item 21, Contract with Western Golf Properties for Brea Creek Golf Course and Funding for the Maintenance Operations and other related costs, be pulled for brief questions.

Councilmember Vargas requested item 21, Contract with Western Golf Properties for Brea Creek Golf Course and Funding for the Maintenance Operations and other related costs, and item 23, Rebuild Engine on 2012 Pierce Fire Pumper, be pulled for separate discussion.

Councilmember Parker clarified an amendment to item number 19, August 5, 2019 City Council Special Meeting Minutes.

**DISCUSSION ITEM**

**8. Brea Creek Golf Course Update**

Deputy Director/Community Services Manager Matlock presented the details of the item including the interim agreement, interim agreement costs, interim operations, additional city costs, interim agreement projected revenues, and the in-house staffing option.

Maintenance Services Superintendent Bowlus spoke about the long-term RFP option.

Councilmember Vargas spoke about renewal periods, capital investments, feedback on the RFP, and requested the that City Council review the draft RFP for long-term operator before it is issued.

Councilmember Parker requested the City learn from the short-term contract proposed for a few months prior to issuing the RFP for a long-term operator in order to give staff and Council an opportunity to fine tune the RFP.

Council moved that staff bring back more information and a draft RFP for a long-term operator at a later date.

**REPORT**

**9. Council Member Report/Requests**

None.

Mayor Marick adjourned the Study Session at 7:02 p.m.

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

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

Mayor Marick called the General Session to order at 7:08 p.m., all members were present.

**10. Pledge of Allegiance**

Boy Scout Troop 801 led the Pledge of Allegiance.

**11. Invocation**

Dan Cook, Brea Baptist Church, delivered the Invocation.

**12. Proclamation**

Mayor Marick, on behalf of the entire City Council, presented the Schlotterbeck family with a Proclamation proclaiming the month of August as National Spinal Muscular Atrophy Awareness Month.

**13. Report - Prior Study Session**

City Manager Gallardo provided the prior Study Session report.

**14. Community Announcements**

Councilmember Hupp announced that in the coming weeks, Southern California Edison will be conducting aerial inspections of transmission lines in Brea. Noting that the inspections are needed for the safety and reliability of SCE's power systems and will include a helicopter crew taking photos of equipment in the area. She also noted that Edison's inspections will primarily occur on weekends, and to visit [energized.edison.com](http://energized.edison.com) for more info.

Councilmember Vargas announced that there is still time to have a Brea War Memorial walk of honor paver installed and dedicated in time for Veterans Day. He noted that pavers are available to order all year round, but must be ordered by August 30 for it to be unveiled during our annual Veterans Day ceremony in November. Visit [BreaWarMemorial.com](http://BreaWarMemorial.com) for more information.

Councilmember Parker announced that the City of Brea has added another way to inform you about important topics affecting local government, called BREA Talks. He explained that BREA Talks is the City's new podcast that provides thought-provoking content available to listen online and on-the-go. He encouraged the community to learn as guest speakers share their experiences, reveal best practices, and envision future opportunities and to subscribe and listen on Apple Podcasts, the City of Brea's YouTube Channel.

Mayor Pro Tem Simonoff invited the community to the City of Brea's Wellness Festival on September 28 from 9 a.m. – 1 p.m. He announced that the festival offers comprehensive medical screenings, nutritional supplements, fitness demos and much more and that admission to the event is free.

**15. Matters from the Audience**

Lee Squire spoke about the Legion Act and related expansion of American Legion eligibility for Veterans.

Dave Maxey spoke about water rates, private water systems, builder compliance with public water infrastructure, and Cal Domestic.

Dwight Manley spoke about home building standards with regards to water systems, Cal Domestic purchases, and conflicts of interest.

**16. Response to Public Inquiries - Mayor / City Manager**

Mayor Pro Tem Simonoff, Public Works Director Olmos, Community Development Director Crabtree, and Fire Chief Loeser responded to public inquiries.

**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**

Administrative Services Director Russell introduced the item, spoke about the Investment Advisory Committee and introduced Bill Dennehy, Chandler Asset Management, and Keith Stribling, High Mark Capital Management.

Bill Dennehy, Chandler Asset Management, spoke about investment objectives, performance objectives, strategy, and provided a brief economic update. He also provided a city portfolio summary, investment performance, and compliance.

Nik Weigand, Public Agency Retirement Systems, spoke about the Section 115 Trust Account and the PARS plan overview.

Keith Stribling, High Mark Capital Management, spoke further about the PARS plan overview.

Councilmember Vargas spoke about irrevocable trusts, and goals of the Investment Advisory Committee. He also inquired as to the investment strategy.

Mayor Marick spoke about state guidelines, priorities of the Investment Advisory Committee, and investment strategies.

Keith Stribling, High Mark Capital Management, spoke about different objectives for each accounts, and long-term versus short-term investment strategies.

The City Council received and filed the report.

**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 a separate discussion on item 21, Contract with Western Golf Properties for Brea Creek Golf Course and Finding for the Maintenance and Operations and other related costs; and item 23, Rebuild Engine on 2012 Pierce Fire Pumper.

**18. July 16, 2019 City Council Regular Meeting Minutes**

The City Council approved the July 16, 2019 City Council Regular Meeting Minutes.

**19. August 5, 2019 City Council Special Meeting Minutes**

Motion was made by Council Member Vargas, seconded by Council Member Hupp to approve the August 5, 2019 City Council Special Meeting Minutes, as amended.

AYES: Council Member Hupp, Council Member Parker, Council Member Vargas

Other: Mayor Marick (ABSTAIN), Mayor Pro Tem Simonoff (ABSTAIN)

Passed

**20. Adopt the Investment Policy Guidelines for the City of Brea's Employee Benefit Fund Pension Plan**

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

**21. Contract with Western Golf Properties for Brea Creek Golf Course and Funding for the Maintenance and Operations and Other Related Costs**

Public Works Director Olmos presented a brief report to the City Council and explained the background, RFP process, RFP responses, Western Golf Properties proposal, ten (10) month contract period, and staff recommendation. He also noted that staff is in the process of working on an RFP for a long-term operator.

Mayor Pro Tem Simonoff inquired as to the return to the City on the short-term contract.

Public Works Director Olmos indicated that the net expected revenue for the ten (10) month period is approximately \$15,000, and indicated that the goal is to ensure that the golf course isn't subsidized by the City, noting the \$15,000 revenue is fair for a short-term contract. He indicated that the longer-term contract will yield more typical revenues from the that the City is accustomed to.

Councilmember Vargas inquired as to reasons for the change in anticipated revenue.

Public Works Director Olmos explained that the previous operator administrated the golf course, kept track of food and beverage, inventory, and worked with the City on billing. He indicated that now, Western Golf must assume those responsibilities, which is factored into their cost; in addition, the short-term nature of the contract effects the anticipated revenue.

Councilmember Hupp requested that the Youth Golf Program be factored into the operator's contract on an on-going basis.

Councilmember Parker inquired as to the checks and balances that will be in place to monitor the operator.

Public Works Director Olmos indicated that the City had a requirement in the RFP that outlined that the operator must utilize the City's point of sale system to allow the City access to all electronic transactions and cash receipts would be submitted, along with audits of their records.

The City Council awarded a contract to Western Golf Properties LLC in the amount of \$513,500 for Brea Creek Golf Course.

**22. Public Improvements for Tract 17148 for La Floresta Birch Hills Housing Site**

The City Council accepted public improvements on Kraemer Avenue and authorized the City Clerk to release Improvement Bond.

**23. Rebuild Engine on 2012 Pierce Fire Pumper**

Public Works Director Olmos provided a brief report on the item, and spoke about: the age and mileage of the engine; the difference between hard miles and normal vehicle miles; engine hours versus mileage; and one-year warranty period.

Councilmember Vargas requested an explanation of a previous purchase of a used fire ladder truck.

Public Works Director Olmos indicated that the truck was purchased from the City of Vernon, and he spoke about the average cost for rebuilding an engine.

Mayor Pro Tem Simonoff inquired as to the normal life span of a fire apparatus.

Public Works Director Olmos explained the cycle of use for a fire apparatus and indicated that the truck will be evaluated to determine reserve status taking into consideration the rebuilt engine.

Councilmember Parker inquired as to the reimbursement for impact on apparatus in shared aid operations.

Fire Chief Loeser indicated that the City does receive reimbursement for wear and tear on its apparatus' when used in shared operations.



The City Council ratified the City Manager approval to utilize Emergency Procurement procedures per Section 3.24.120 of Purchasing Code; and authorized expenditure of funds to rebuild the engine on front-line 2012 Pierce Fire Pumper.

**24. Annual Vehicles and Equipment Purchase Plan for Fiscal Year 2019-20**

The City Council authorized 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.

**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**

The City Council adopted Resolution No. 2019-053 and authorized the Mayor or City Manager to execute certificates.

**26. Authorization to Relocate Signage and Install New Signage at Parking Structure Number 3**

The City Council approved 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.

**27. Approve Cooperative Agreement with the City of Orange for an Implementation Study Regarding New Traffic Analysis Requirements per Senate Bill 743**

The City Council approved a Cooperative Agreement with the City of Orange for Senate Bill 743 Implementation Study.

**28. Fire Station No. 3 Roof Replacement Project 7941**

The City Council adopted Resolution No. 2019-054 to appropriate an additional \$106,000 from the Fixed Asset Replacement Fund, FARP (Fund 182); approved plans and specifications; receive bids; awarded materials contract to Garland Company, Inc. in the amount of \$104,815.27 for the purchase of roofing materials; and awarded a construction contract to Best Contracting Services, Inc. in the amount of \$255,122.00 for the roof installation.

**29. Consideration of a Professional Services Agreement with Karen Warner Associates Inc. (KWA) for the 2021-2029 Housing Element Update and Associated Environmental Needs**

The City Council approved 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.

**30. Software/Hardware Maintenance Support and Online Subscription Service Agreements**

The City Council authorized 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 authorized the Purchasing Agent to issue purchase orders for these renewal agreements that do not to exceed available budget appropriations.

**31. Agreement with Avenu Insights & Analytics for Sales and Use Tax (SUTA) and Property Tax Audit, Analysis, Reports and Information Services**

The City Council approved 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 authorized the City Manager to execute and administer said agreement.

**32. FY 2017 Urban Areas Security Initiative (UASI) Grant Program**

The City Council directed the Fire Chief to execute the grant funds award letter and the UASI sub-award agreement of \$12,580 for Tactical Medicine Training.

**33. June and July Outgoing Payment Logs and July 19 & 26 and August 2, 9 and 16, 2019 City Check Registers**

The City Council received and filed the June and July Outgoing Payment Logs and July 19 & 26 and August 2, 9 and 16, 2019 City Check Registers.

**34. Monthly Report of Investments for the City of Brea for Period Ending June 30, 2019**

The City Council received and filed the Monthly Report of Investments for the City of Brea for Period Ending June 30, 2019.

Motion was made by Council Member Vargas, seconded by Council Member Hupp to approve City Council Consent Calendar Items 18 and 20 - 34.

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

Passed

**CITY/ SUCCESSOR AGENCY - CONSENT**

**35. City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy**

The City Council, as the Successor Agency, approved the City of Brea/Successor Agency to the Brea Redevelopment Agency Statement of Investment Policy.

**36. Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending June 30, 2019**

The City Council, as the Successor Agency, recieved and filed the Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for period ending June 30, 2019.

Motion was made by Council Member Parker, seconded by Mayor Pro Tem Simonoff to approve the City/Successor Agency Consent Calendar Items 35 - 36.

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

Passed

**ADMINISTRATIVE ANNOUNCEMENTS/REQUESTS**

**37. City Manager**

None.

**38. City Attorney**

City Attorney Boga reported out from Closed Session noting that the City Council unanimously approved a settlement agreement with regards to item number 3, City of Brea v. King Y. Chai.

**39. Council Requests**

Councilmember Vargas requested a list of the six (6) developments that have private water systems in the City; and that the Mercury Lane project be presented to the Development Committee.

**COUNCIL ANNOUNCEMENTS**

None.

**ADJOURNMENT**

Mayor Marick adjourned the General Session at 8:15 p.m.

Respectfully submitted,

The foregoing minutes are hereby  
approved this 17th day of September, 2019.

---

Lillian Harris-Neal, City Clerk

---

Christine Marick, Mayor



City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**DATE:** 09/17/2019  
**SUBJECT:** September 10, 2019 City Council Special Meeting Minutes

---

**RESPECTFULLY SUBMITTED:**

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

---

**Attachments**

Draft Minutes

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# DRAFT

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

### MINUTES September 10, 2019

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

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

Mayor Marick called the Study Session to order at 6:01 p.m., all members were present.

Present: Marick, Simonoff, Hupp, Parker, Vargas

1. **Public Comment**  
None.
2. **Mayor's Appointment of Council Members to Ad Hoc Committees**  
Mayor Marick appointed Councilmember Hupp and Councilmember Parker to the Buena Vida - Solana Tract Ad Hoc Committee and Councilmember Vargas to the 2020 Census Complete Count Ad Hoc Committee.

**Mayor Marick adjourned the meeting at 6:04 p.m.**

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

---

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

Mayor Marick called the Closed Session to order at 6:15 p.m., all members were present.

3. **Public Comment**  
None.

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

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

##### ADJOURNMENT

**Mayor Marick adjourned the Closed Session at 7:55 p.m.**



Respectfully submitted,

The foregoing minutes are hereby  
approved this 17th day of September, 2019.

---

Lillian Harris-Neal, City Clerk

---

Christine Marick, Mayor

**City of Brea**

---

**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 09/17/2019

**SUBJECT:** Resolution to Adopt Caltrans Local Assistance Procedures Manual Chapter 10

---

**RECOMMENDATION**

Adopt the Resolution adopting the Caltrans Local Assistance Procedures Manual Chapter 10

**BACKGROUND/DISCUSSION**

The City of Brea Department of Public Works is responsible for the execution of state and federally funded public works projects. The Code of Federal Regulations (23 CFR § 172.5(b) and 23 CFR § 172.5(b)(1)) requires that each grant recipient, who seeks to be reimbursed in whole or in part with Federal-Aid Highway Program funding, adopt written policies and procedures as prescribed by the awarding State Transportation Agency for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable federal and state laws and regulations.

The State of California Department of Transportation (Caltrans) has developed a Local Assistance Procedures Manual (LAPM). Chapter 10 of the LAPM sets forth policies and procedures for the procurement and management of contracts for engineering and design services contracts on federally and state funded transportation projects to ensure compliance with applicable federal and state laws and regulations. Additionally, Chapter 10 describes the consultant selection and procurement process local agencies must follow to maintain eligibility for federal and state reimbursement. Caltrans also requires that the local agency (City of Brea) adopt the LAPM Chapter for Consultant Selection (LAPM10.1.10).

To help ensure that Brea is in compliance with the aforementioned requirements and eligible for grant reimbursements, staff recommends adopting this resolution.

**COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their September 10, 2019 meeting and it was recommended for City Council approval.

**FISCAL IMPACT/SUMMARY**

This Resolution to Adopt Caltrans Local Assistance Procedures Manual Chapter 10 will have no direct fiscal impact on the General Fund.

**RESPECTFULLY SUBMITTED:**



William Gallardo, City Manager

Prepared by: Neil Groom, Procurement and Contracts Administrator

Concurrence: Cindy Russell, Administrative Services Director

---

**Attachments**

Resolution

---

## **RESOLUTION NO. 2019-056**

### **A RESOLUTION OF THE BREA CITY COUNCIL ADOPTING CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL CHAPTER 10**

#### **A. RECITALS**

(i) The City of Brea, through its Department of Public Works, is responsible for the execution of state and federally funded projects.

(ii) Pursuant to 23 CFR § 172.5(b), subrecipients shall develop and sustain organizational capacity and shall provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with Federal-Aid Highway Program funding as specified in 23 U.S.C. 106(g)(4)(A).

(iii) Pursuant to 23 CFR § 172.5(b)(1), subrecipients must adopt written policies and procedures prescribed by the awarding State Transportation Agency for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable federal and state laws and regulations.

(iv) The State of California Department of Transportation (Caltrans) has developed a Local Assistance Procedures Manual (LAPM). Chapter 10 of the LAPM sets forth policies and procedures for procurements and managements of contracts for engineering and design services contracts on federally and state funded transportation projects to ensure compliance with applicable federal and state laws and regulations. Additionally, Chapter 10 describes the consultant selection and procurement process local agencies must follow to maintain eligibility for federal and state reimbursement; and



**B. RESOLUTION**

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

1. The facts as set forth in the Recitals are true and correct.
2. The Brea City Council adopts Chapter 10 of the January 2019 edition of Caltrans' LAPM, which is attached as Exhibit A.
3. Procurements of architectural and engineering services for state and federally funded projects shall be conducted in accordance with the attached LAPM Chapter 10 and with the City's purchasing ordinance.
4. The City Clerk shall certify to the passage and adoption of this Resolution.

**APPROVED AND ADOPTED** this 17<sup>th</sup> day of September, 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 meeting of the City Council of the City of Brea held on the 17<sup>th</sup> day of September 2019, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

DATED: \_\_\_\_\_

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

**EXHIBIT A**  
**Caltrans Local Assistance Procedures Manual Chapter 10**

(attached)



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**Consultant Selection**

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## Exhibits

Exhibits applicable to this chapter can be found at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

[\*Exhibit 10-A: A&E Consultant Financial Document Review Request\*](#)

[\*Exhibit 10-B: Suggested Consultant Evaluation Sheet\*](#)

[\*Exhibit 10-C: A&E Consultant Contract Reviewers Checklist\*](#)

[\*Exhibit 10-G: Individual A&E Task Order DBE Utilization \(needs linked\)\*](#)

[\*Exhibit 10-H: Sample Cost Proposal \(Example#1 thru #4\)\*](#)

[\*Exhibit 10-I: Notice to Proposers DBE Information\*](#)

[\*Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management System\*](#)

[\*Exhibit 10-01: Consultant Proposal DBE Commitment\*](#)

[\*Exhibit 10-02: Consultant Contracts DBE Commitment\*](#)

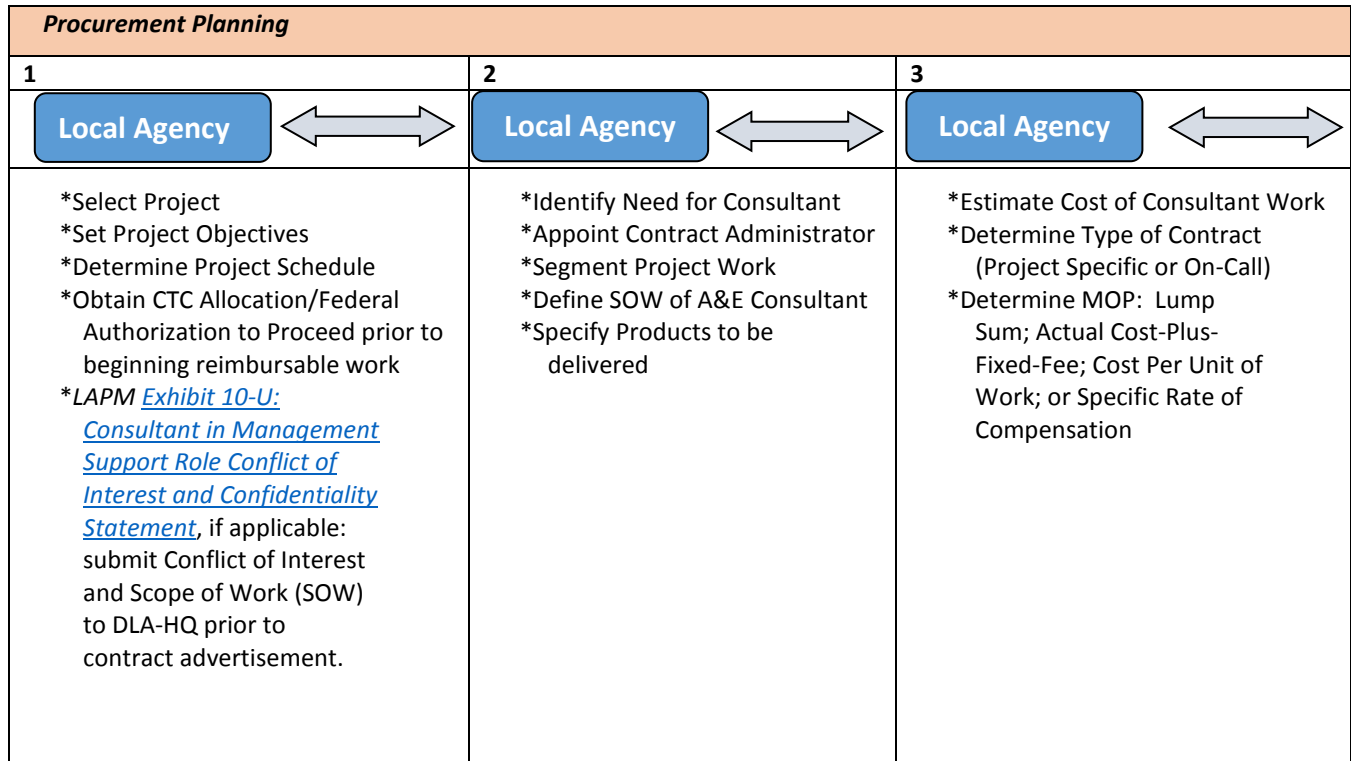
[\*Exhibit 10-Q: Disclosure of Lobbying Activities\*](#)

[\*Exhibit 10-R: A&E Sample Contract Language\*](#)

[\*Exhibit 10-S: Consultant Performance Evaluation\*](#)

[\*Exhibit 10-T: Conflict of Interest & Confidentiality Statement\*](#)


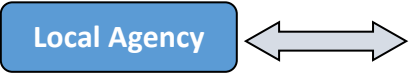

[\*Exhibit 10-U: Consultant in Management Support Role Conflict of interest and Confidentiality Statement\*](#)

**SECTION 10.1: FEDERALLY FUNDED A&E CONTRACTS**

**A&E = Architectural and Engineering**  
**IOAI = Caltrans Independent Office of Audits and Investigations**  
**CT = Caltrans**  
**DBE = Disadvantaged Business Enterprise**  
**DLA = Division of Local Assistance**  
**DLAE = District Local Assistance Engineer**  
**DLA-HQ = Division of Local Assistance-Headquarters**  
**LAPG = Local Assistance Program Guidelines**  
**LAPM = Local Assistance Procedures Manual**  
**MOP = Method of Payment**  
**RFP = Request for Proposal**  
**RFQ = Request for Qualifications**  
**SOQ = Statement of Qualifications**  
**SOW = Statement/Scope of Work**

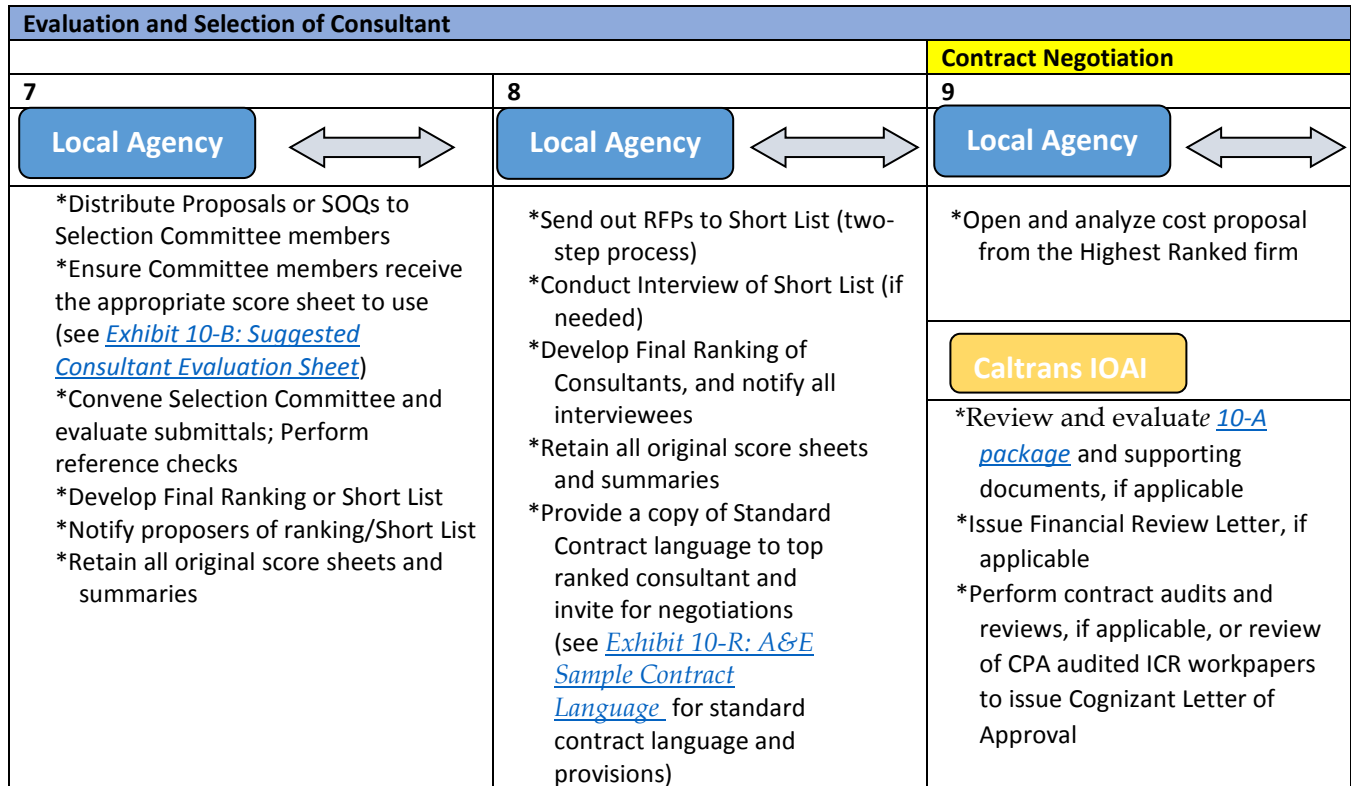
**Figure 10-1: A&E Contract Procurement Process Workflow Diagram**



Solicitation Documents and Advertisement		
4	5	6
		
<ul style="list-style-type: none"> <li>*Determine Solicitation Document; RFP or RFQ</li> <li>*Appoint Consultant Selection Committee</li> <li>*Collect signed Conflict of Interest forms and Confidentiality Statements (see <a href="#">Exhibit 10-T: Conflict of Interest &amp; Confidentiality Statement</a>) from all members involved in process</li> <li>*Determine Procurement Schedule</li> <li>*Develop Technical Criteria with level of importance (weights) for Evaluation of Proposals or the SOQ</li> </ul>	<ul style="list-style-type: none"> <li>*Prepare RFP or RFQ documents</li> <li>*Include SOW, evaluation process/criteria, DBE goals, MOP and cost proposal format (see <a href="#">Exhibit 10-H: Sample Cost Proposal</a>) minimum requirement of Proposal or SOQ, Notice to Proposers DBE Information (see <a href="#">Exhibit 10-I: Notice to Proposers DBE Information</a>), submittal deadline</li> <li>*Advertise RFP or RFQ on public forum (newspaper, technical publications, Web Hosting Site, other local websites)</li> <li>*Issue RFP or RFQ (direct mailing, web posting)</li> </ul>	<ul style="list-style-type: none"> <li>*Prepare to respond to RFP/RFQ questions</li> <li>*Conduct Proposers Conference, if applicable</li> <li>*Receive Proposals or SOQs</li> </ul>

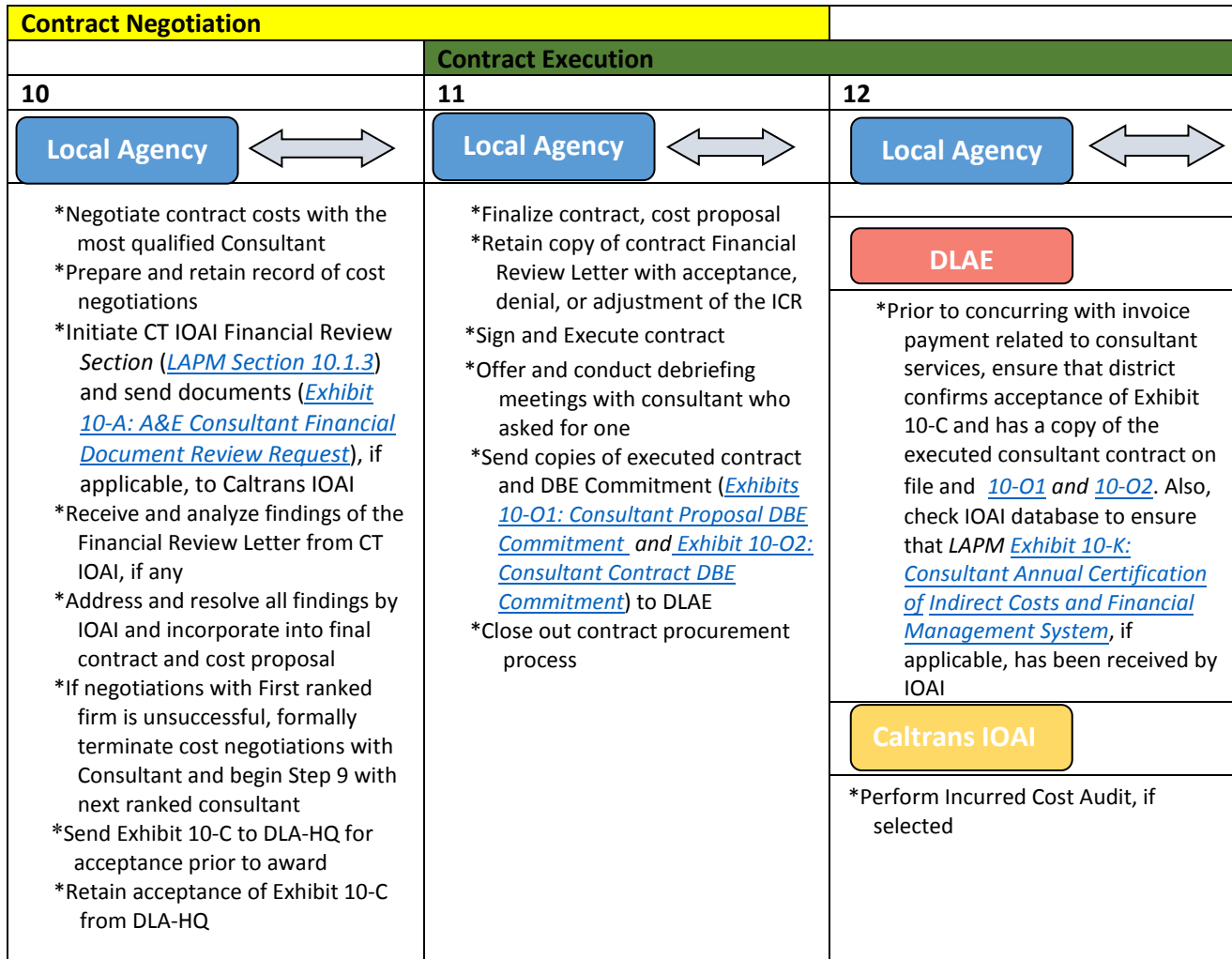
**A&E = Architectural and Engineering**  
**IOAI = Caltrans Independent Office of Audits and Investigations**  
**CT = Caltrans**  
**DBE = Disadvantaged Business Enterprise**  
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**DLAE = District Local Assistance Engineer**  
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**LAPM = Local Assistance Procedures Manual**  
**MOP = Method of Payment**  
**RFP = Request for Proposal**  
**RFQ = Request for Qualifications**  
**SOQ = Statement of Qualifications**  
**SOW = Statement/Scope of Work**

**Figure 10-1: A&E Contract Procurement Process Workflow Diagram- continued**



**A&E = Architectural and Engineering**  
**IOAI = Caltrans Independent Office of Audits and Investigations**  
**CT = Caltrans**  
**DBE = Disadvantaged Business Enterprise**  
**DLA = Division of Local Assistance**  
**DLAE = District Local Assistance Engineer**  
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**MOP = Method of Payment**  
**RFP = Request for Proposal**  
**RFQ = Request for Qualifications**  
**SOQ = Statement of Qualifications**  
**SOW = Statement/Scope of Work**

Figure 10-1: A&amp;E Contract Procurement Process Workflow Diagram- continued



**A&E = Architectural and Engineering**  
**IOAI = Caltrans Independent Office of Audits and Investigations**  
**CT = Caltrans**  
**DBE = Disadvantaged Business Enterprise**  
**DLA = Division of Local Assistance**  
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**SOQ = Statement of Qualifications**  
**SOW = Statement/Scope of Work**

Figure 10-1: A&amp;E Contract Procurement Process Workflow Diagram- continued



## 10.1.1 GENERAL

### Introduction

A local agency may engage consultants to perform architectural, engineering, and related services to develop a federal-aid funded project. Local agencies requesting federal funds to reimburse A&E Consultants must follow the selection and contracting procedures detailed in this chapter.

### Definition of an Architectural and Engineering Consultant

23 Code of Federal Regulations §172 and CA State Law further defines A&E services and includes those private consulting firms providing architectural, landscape architectural, engineering, environmental, land surveying, construction engineering, or program management are termed Architectural and Engineering (A&E) Consultants.

### Architectural and Engineering Consultants

The Brooks Act (40 USC, Section 1104) requires local agencies to award federally funded engineering and design related contracts based on fair and open competitive negotiations, demonstrated competence, and professional qualifications (23 Code of Federal Regulations (CFR), Part 172), at a fair and reasonable price (48 CFR 31.201-3).

Cost proposals submitted to the local agency must be sealed and shall not be included as a criterion for rating such consultants. After ranking, cost negotiations may begin with the most qualified consultant and only their cost proposal will be opened. Should negotiations fail or result in a price that the local agency does not consider fair and reasonable, negotiations must be formally terminated and the local agency must then undertake negotiations with the second most qualified consultant.

If the negotiations with the second most qualified firm are not successful, negotiations must be formally terminated and the local agency must then undertake negotiations with the third most qualified consultant, and so on, until the price is determined to be fair and reasonable by the local agency.

In selecting an A&E consultant, a detailed technical proposal or qualifications proposal, and a proposed contract will be required.

Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages (Federal Payment of Predetermined Minimum Wage applies only to federal-aid construction contracts). Prevailing wages will apply if the services to be performed will involve land surveying (such as flag persons, survey party chief, rodman or chainman), materials sampling and testing (such as drilling rig operators, pile driving, crane operators), inspection work, soils or foundation investigations, environmental hazardous materials and so forth. California State Prevailing Wage information is available through the California Department of Industrial Relations websites below:

Consultants will need to provide their Prevailing Wage Policy if their participation on the project includes prevailing wage work. The policy will include information on the accounting

treatment of delta base and delta fringe, and verify the accounting treatment is consistent every year.

- [DIR FAQ](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html) website:  
[http://www.dir.ca.gov/OPRL/FAQ\\_PrevailingWage.html](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html)
- [DIR Wage Determination](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm) website:  
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- [Caltrans Prevailing Wage Interpretive Guidance](http://www.dot.ca.gov/hq/audits/documents/prevailing-wage-interpretive-guidance.pdf):  
<http://www.dot.ca.gov/hq/audits/documents/prevailing-wage-interpretive-guidance.pdf>

### Non-A&E Consultants

Consultants other than A&E consultants may be selected using cost, cost and qualifications (best value) or other critical selection criteria. The procedures outlined in this chapter can be modified for selecting non-A&E consultants by adding a cost item to the contract proposal.

For more details on non-A&E consultants, see Section 10.3 *Non-A&E Contracts* of this chapter.

### Selecting the Project

The local agency is responsible for selecting and initiating a federal-aid financed transportation project. The decision to begin project development is influenced by the project needs, its acceptability, the timing of studies, financing, and construction. The local agency must identify the project's objectives including the general level of improvement or service, operating standards, maximum cost and the target date for project completion before commencing any consultant selection process.

### Subcontracted Services

The consultant is responsible for performing the work required under the contract in a manner acceptable to the local agency. The consultant's organization and all associated consultants and subconsultants must be identified in the proposal. If the consultant wishes to use a subconsultant not specified in the proposal, prior written approval must be obtained from the local agency. The subcontract must contain all required provisions of the prime contract. All subawards must include adequate oversight, management, and administration of engineering and design related consultant services and be administered in accordance with State laws and procedures specified in 23 U.S.C. 106(g)(4) 2 CFR 200.331.

### Organizational and Consultant Conflicts of Interest

In the procurement of contracts for engineering services by private consulting firms using federal-aid highway funds, local agencies must take all the steps necessary to prevent fraud, waste, and abuse. The local agency must develop and maintain a written code of conduct governing the performance of its employees (including the contract administrator) engaged in the award and administration of federal-aid highway funded contracts, including the prevention of conflicts of interest in accordance with 23 CFR 172.7(b)(4)

A conflict of interest occurs when a public official's private interests and his or her public duties and responsibilities diverge or are not consistent. Conflicts of interest may be direct or indirect (e.g., as result of a personal or business relationship). The appearance of a conflict of interest should be avoided as an apparent conflict may undermine public trust if not sufficiently mitigated.

**Federal Regulation Governing Conflict of Interest (23 CFR 172.7(b)(4)) Requires that:**

- Local agency shall maintain a written code of standards of conduct for employees engaged in the award and administration of engineering and design service contracts;
- No contracting agency employee who participates in the procurement, management, or administration of federal funded contracts or subcontracts shall have, directly or indirectly, any financial or other personal interest in connection with such contract or subcontract;
- No person or entity performing services for a contracting agency in connection with a federal funded project shall have, directly or indirectly, any financial or other personal interest, other than employment or retention by the contracting agency, in any contract or subcontract in connection with such project;
- No person or entity performing services for a contracting agency in connection with a federal-aid highway funded project shall have, directly or indirectly, any financial or other personal interest in any real property acquired for the project;
- No contracting agency employees or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from consultants, potential consultants, or parties to subagreements;
- Local agency shall disclose in writing any potential conflict of interest to FHWA

**Consultants Performing Work on Multiple Phases of Federal-aid Projects**

Local agencies sometimes wish to hire the same consultant firm to perform construction engineering and/or inspection services on the same project on which the firm also performed design services. This can cause project delivery efficiencies, as the design firm is well-suited to verify that the project is being constructed in accordance with the design and can resolve issues related to the design on behalf of the contracting agency. However, this may also pose a potential conflict of interest if the firm has a vested financial interest in failing to disclose deficiencies in its design work product and seeks to insulate itself from pecuniary liability in subsequent phases of the project, such as minimizing or ignoring design errors and omissions, rather than serving the best interests of the contracting agency and the public. Procuring a different firm from the design firm to provide the construction engineering and/or inspection services provides another level of review and reduces the risk of, or potential for, a conflict of interest.



Although federal regulations do not expressly prohibit the same firm from providing services on subsequent phases, the local agencies are responsible for ensuring the public interest is maintained throughout the life of a project and that a conflict of interest, real or apparent, does not occur or is sufficiently mitigated by appropriate public agency controls. Prior to allowing a consulting firm to provide services on subsequent phases of the same project, the contracting agency must establish appropriate compensating controls in policies, procedures, practices, and other safeguards to ensure a conflict of interest does not occur in the procurement, management, and administration of consultant services.

When design and construction phase services are procured under a single solicitation, the selection of the consulting firm must be based on the overall qualifications to provide both design and construction phase services, which require different skill sets, experience, and resources. Procuring these services under different solicitations may result in selection of a more qualified firm to perform services in each phase, as the most qualified firm to perform design phase services may not be the most qualified firm to provide construction phase services. Similarly, the qualifications and capacity of a firm may change over time. As such, it may not be appropriate to contract with a consulting firm to provide construction phase services at the outset of a design phase, knowing that these services may not be needed for an extended period until the preconstruction phase of the project is complete and construction funding authorized. The contract with a consulting firm providing design phase services on a project may not be amended to include construction phase services unless the desired construction phase services were included within the original advertised scope of services and evaluation criteria of the solicitation from which a qualifications based selection was conducted. All consultants acting in a management support role must complete [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) (see [Section 10.1.9: Miscellaneous Considerations](#) in this chapter) and retain it in the local agency files.

### **Miscellaneous Considerations Authorization to Proceed**

The Federal Highway Administration (FHWA) must give the local agency an Authorization to Proceed (E-76) with the work prior to performing of any work for which federal reimbursement is to be requested, (see the [LAPM Chapter 3: Project Authorization](#)). For state funded projects see [Section 10.2: State-Only Funded A&E Contracts](#) and the [Local Assistance Program Guidelines \(LAPG\), Chapter 23: Local Agency State Transportation Improvement Program Projects](#), for guidance on when work may proceed.

Copies of the Authorization to Proceed and the consultant contract must be retained in the local agency project files for future audit.

## **10.1.2 IDENTIFYING & DEFINING A NEED FOR CONSULTANTS**

The need for a consultant is identified by comparing the project's schedule and objectives with the local agency's capabilities, its staff availability of the required expertise, and its funding resources. If the local agency does not have sufficient staff capabilities, it may solicit assistance from another agency, or use a qualified private consultant to perform the required work.

If the local agency determines that there is a need to solicit assistance from another local agency, or to use a consultant, the District Local Assistance Engineer (DLAE) should be notified if federal-aid funds are to be requested for the project segment to be contracted out.

### **Appointing the Contract Administrator**

The Contract Administrator is responsible for ensuring the quality of consultant contract products or services. The Contract Administrator is appointed as soon as the need for consultant services is identified. The Contract Administrator is involved throughout the development of the selection process and the contract provisions, and in the administration of the consultant's work. The Contract Administrator must be a qualified local agency employee or have staff that is qualified to ensure the consultant's work is complete, accurate, and consistent with the terms and conditions of the consultant contract. On federal-aid contracts, the Contract Administrator or staff members must be a full-time employee and familiar with the work to be contracted out and the standards to be used. The Contract Administrator must also abide by the laws, regulations and policies required as part of accepting federal or state funding for their project. Non-compliance with the laws, regulations, and policies may result in loss of project funding.

The Contract Administrator's duties are listed in 23 CFR 172.9(d)(1) and include:

- Contract negotiation, contract payment, and evaluation of compliance performance, and quality of services provided by the consultant;
- Being familiar with the contract requirements, scope of services to be performed, and products to be produced by the consultant;
- Being familiar with the qualifications and responsibilities of the consultant's staff and evaluating any requested changes in key personnel;
- Scheduling and attending progress and project review meetings, commensurate with the magnitude, complexity, and type of work, to ensure the work is progressing in accordance with established scope of work and schedule milestones;
- Documenting contract monitoring activities and maintaining supporting contract records as specified in 2 CFR 200.333;
- Provides direction to ensure the proposed work is advertised properly;
- Prepares and distributes the Request for Qualifications (RFQ), description of work, and Request for Proposals (RFP), if used;
- Prepares the draft contract;
- Arranges for preparation before an independent estimate of the value of the work to be contracted out;
- Ensures that the selection procedures are followed;
- Analyzes the selected/best-qualified consultant's cost proposal;
- Ensures contract audit and review procedure is followed;

- Ensures that fee/profit negotiation is conducted and keeps records;
- Serves as the local agency's primary contact person for the successful consultant;
- Monitors the consultant's progress and provides direction;
- Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
- Identifies other local agency staff for the consultant to contact, if needed;
- Closes out the contract at completion, by processing the final invoice; completing a mandatory consultant evaluation, and final DBE utilization reports ([Exhibit 17-F: Final Report Utilization of Disadvantaged Business Enterprises \(DBE\) and First-Tier Subcontractors](#)).

### Segmenting Consultant Work

Consultant services are most effective when consultant work is segmented appropriately. The extent of segmenting depends upon the type and complexity of the work. Combining preliminary engineering tasks with the preparation of the required environmental analysis is normally desirable. Preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is more than simply writing a report. Assessment and impact reports include preliminary engineering needed to analyze project alternatives and produce an engineering and planning assessment. Initial project studies include only as much traffic and engineering analysis of alternatives, as is needed to produce a sound EA or EIS (see [LAPM Chapter 6 Environmental Procedures](#) and [Standard Environmental Reference \(SER\) Chapters 31: Environmental Assessment \(EA\) and Finding of No Significant Impact \(FONSI\)](#) and [Chapter 32: Environmental Impact Statement \(EIS\)](#)). Final design shall not begin until NEPA environmental approval has been received if federal reimbursement is desired.

Refer to Figure 10-2: Segmenting Consultant Work below, which illustrates several satisfactory ways to segment consultant activities.



	Well-structured Projects With Simple Right of Way Requirements	Well-structured Projects With Complex Right of Way Requirements	More Difficult Projects	Very Complex Projects
Preliminary Engineering				
Environmental Analysis				
Plans, Specifications & Estimates				
Right of Way Activities				
Utility Relocation				
Construction Engineering				

Figure 10-2: Segmenting Consultant Work

### Specify Products to be Delivered

The Contract Administrator identifies the products and services to be delivered as a result of consultant contract work, and minimum qualification of consultant professionals and staff. These vary depending upon the type of projects and the phase of project development being addressed.

### Scope of Consultant Work

The scope of work, which the contract must include, is a detailed description of the products or services the consultant is to provide. From a detailed scope of work, consultants respond to a project advertisement; determine personnel and time requirements; and develop a technical proposal. Therefore, the scope of work must be clear, concise, complete, and describe the deliverables, standards for design and other work, quality control measures, acceptance criteria and deadlines.

### Non-Discrimination Clause

The Non-Discrimination Clause ([Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XVI Statement of Compliance) must be included in each consultant contract. The consultant must include the non-discrimination and compliance provisions of the Non-Discrimination Clause in all subcontracts to perform work under the contract.

### Disadvantaged Business Enterprise (DBE) Participation

When administering federal-aid projects, federal regulations (49 CFR, Part 26) require a local agency to comply with the DBE program, and take necessary steps to ensure that DBE firms have the opportunity to participate in the projects. Refer to *Chapter 9: Civil Rights and Disadvantaged Business Enterprises* for DBE requirements for A&E Consultant Contracts.

**Estimated Cost of Consultant Work**

An independent estimate for cost or price analysis is needed for all consultant contracts (23 CFR 172.7(a)(1)(v)(B)) to ensure that consultant services are obtained at a fair and reasonable price. The estimate is prepared in advance of requesting a cost proposal from the top-ranked consultant, so the local agency's negotiating team has a cost comparison of the project to evaluate the reasonableness of the consultant's cost proposal. The estimate, which is specifically for the use of the local agency's negotiating team, is to be kept confidential and maintained for records.

A good cost estimate can be prepared only if the scope of work is defined clearly. The scope of work must include a list of the products or services which the consultant is required to deliver, and a time schedule of when they must be delivered.

It should be stressed that all work to be derived from the consultant services, such as preliminary design, environmental or final design, must be clearly identified in the solicitation of consultant services (RFQ or RFP) and included in the cost estimate. The addition of work to the original scope by amendment should be avoided whenever possible. Contract modifications are required for any amendments to the terms of the existing contract that change the cost of the contract; significantly change the character, scope, complexity, or duration of the work; or significantly change the conditions under which the work is required to be performed.

Some of the costs estimating techniques are:

**Analogous Estimating:**

Analogous cost estimating is using the actual cost of a previous, similar contract as the basis for estimating the cost of the current contract. Analogous cost estimating is frequently used to estimate costs when there is a limited amount of detailed information about the project. Analogous cost estimating is generally less accurate and it is most reliable when previous projects are similar in fact, and not just in appearance, and it uses expert judgment.

**Parametric Estimating:**

Parametric estimating is a technique that uses statistical relationship between historical data and other variables to calculate a cost estimate for an activity resource. This technique can produce a higher level of accuracy depending upon the sophistication, as well as underlying resource quantity and the cost data. A cost example would involve multiplying the planned quantity of work by the historical cost per unit to obtain the estimated cost of the contract.

**Bottom-up Estimating:**

This technique involves estimating the cost for individual work in the contract with the lowest level of detail. This detailed cost is then summarized or rolled up to determine a total cost of contract. Cost detail should include estimated hours per task, labor hourly cost for professional and non-professional classifications, subconsultant costs, other project direct costs, and profit. Labor costs should be broken down to direct labor and indirect cost rates, if possible.

If more than one project or phase of work is to be developed within the consultant contract, separate cost estimates are required for each project or phase of work. Separate cost estimates are required for each milestone and portion of the work expected to be subcontracted.

For on-call (as-needed) contracts, the cost estimate/analysis should include at minimum, a historical analysis of annual needs for consultant work, professional labor cost and market analysis, and reasonable profit analysis.

### **Determine Type of Contract**

Types of contracts to be used are described as follows:

- Project-specific contract is between the local agency and consultant for the performance of services and a defined scope of work related to a specific project or projects.
- Multi-phase contract is a project-specific contract where the defined scope of work is divided into phases which may be negotiated and executed individually as the project progresses.
- On-call contract is a contract that may be utilized for a number of projects, under which task or work orders are issued on an as-needed basis, for an established contract period. On-call contracts are typically used when a specialized service of indefinite delivery or indefinite quantity is needed for a number of different projects, such as construction engineering, design, environmental analysis, traffic studies, geotechnical studies, and field surveying, etc. Many agencies use these contracts to address peaks in workload of in-house engineering staff and/or to perform a specialized service which the agency does not have. On-call contracts shall specify a reasonable maximum length of contract, not to exceed 5 years, and a maximum total contract dollar amount (23 CFR 172). The maximum dollar amount for all contracts awarded under the solicitation is stated in the solicitation. The maximum dollar amount is the aggregate of the on-call contracts anticipated to be awarded. If the solicitation lists that up to 5 contracts may be awarded, the aggregate amount of these 5 contracts is the maximum contract dollar amount. How many contracts are anticipated to be awarded must be stated in the solicitation. How task orders will be issued must be stated in the solicitation (two options exist: geographically designated areas or additional competitive solicitation to all consultants who provide the same type of service and awarded a contract under the same solicitation).
  - To maintain the intent of the Brooks Act (40 USC 1101-1104) in promoting open competition and selection based on demonstrated competence and qualifications, on-call consultant contracts established through the RFQ process must meet the following requirements:
    - Must define a general scope of work, complexity, and professional nature of services.
    - Specify a task order procedure the local agency uses to procure project specific work under the contract.
    - No task order is valid unless the on-call contract is still enforced. For example, if the on-call contract is expired, all task orders issued after the contract expiration date will become invalid.



- If multiple consultants are to be selected and multiple on-call contracts awarded through a single solicitation for specific services, the number of consultants that may be selected or contracts that may be awarded must be identified.
- Specify procurement procedures in the contracts the local agency will use to award/execute task orders among the consultants:
  - Either through an additional qualification-based selection process (see the Two-Step RFQ/RFQ process later in this chapter), OR
  - On regional basis whereby the region is divided into areas identified in the solicitation, and consultants are selected to provide on-call services for assigned areas only. The RFP may list multiple regions that allow consultants to crossover or be a “backup” to other consultants that for specifically documented reasons are not able to perform the work in their assigned region. Per 23 CFR 172.9 (a)(3)(B)(2). The “backup” option needs to be listed in the respective contracts.
- *An example of acceptable contract wording in multiple on-call contracts for the same type of service:*
- *“Agency has or will enter into three (3) task order contracts for performance of the Scope of Services identified in Exhibit “A”, including this Agreement (“CM Services Task Order Contracts”). The other CM Services Task Order Contracts are [identify other two contracts by agreement numbers and consultant firms]. The total amount payable by Agency for the CM Services Task Order Contracts shall not exceed a cumulative maximum total value of Seven Million, Five Hundred Thousand Dollars (\$7,500,000) (“NTE Sum”). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the CM Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the CM Services Task Order Contracts, the Agency shall send written notification to Consultant and each of the other consultants entering into the CM Services Task Order Contracts. The notice shall identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Agency shall not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant shall not enter into a Task Order that exceeds the NTE Sum.”*

### Determining the Project Schedule

The local agency develops a schedule for performance of work and completion of the project. The schedule must include sufficient time to allow for:

- Selecting the consultant;
- Developing the consultant contract;
- Completing the A&E consultant contract audit process;
- Conducting meetings and project reviews.

## Determine Method of Payment

The method of payment of contract must be specified. Four methods are permitted depending on the scope of services to be performed reference 23 CFR 172.9(b):

- Actual Cost-Plus-Fixed Fee (see [Exhibit 10-H: Sample Cost Proposal](#), Example #1);
- Cost Per Unit of Work (see [Exhibit 10-H](#), Example #3);
- Specific Rates of Compensation (see [Exhibit 10-H](#), Example #2);
- Lump Sum (see [Exhibit 10-H](#), Example #1).

The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. A single contract may contain different payment methods as appropriate for compensation of different elements of work.

The cost plus a percentage of cost and percentage of construction cost methods of payment shall not be used. Both of these methods are explicitly prohibited by Federal Regulations.

### Actual Cost-Plus-Fixed Fee

The consultant is reimbursed for actual costs incurred and receives an additional predetermined amount as a fixed fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The determination of the amount of the fixed fee shall take into account the size, complexity, duration, and degree of risk involved in the work. The fixed fee is not adjustable during the life of the contract. The fixed fee dollar amount must be clearly stated in the contract.

This method of payment is appropriate when the extent, scope, complexity, character, or duration of work cannot be precisely predicted. The fixed fee limit applies to the total direct and indirect costs. Fixed fees in excess of 15 percent of the total direct labor and indirect costs of the contract may be justified only when exceptional circumstances exist. The contract shall specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-H: Sample Cost Proposal Example #1](#) and [Exhibit 10-R: A&E Sample Contract Language](#), Article V, *Option 1* in this chapter). The contract cost proposal must identify all key employees and/or classifications to be billed. New key employees and/or classifications must be approved before they incur work on the contract or the costs can be questioned or disallowed.

### Cost Per Unit of Work

The consultant is paid based on specific item of work performed. The item of work must be similar, repetitious and measurable, such as geotechnical investigation and material testing. This method of payment is appropriate when the cost per unit of work can be determined with reasonable accuracy in advance, but the extent or quantity of the work is indefinite. Contract payment provisions must specify what is included in the price to be paid for each item. Any item of work not identified in the contract cost proposal is not eligible for reimbursement. New items of work (those within the original scope of work only) must be amended into the contract before work is performed. The contract shall also specify a reasonable maximum length of

contract period and a maximum total contract dollar amount (see [Exhibit 10-H](#), Example #3 and [Exhibit 10-R](#), Article V Option 2).

### **Specified Rates of Compensation**

The consultant is paid at an agreed and supported specific fixed hourly, daily, weekly or monthly rate, for each class of employee engaged directly in the work. Such rates of pay include the consultant's estimated costs and net fee (profit). Federal regulations require that profit be separately negotiated from contract costs. The specific rates of compensation, except for an individual acting as a sole proprietor, are to include an hourly breakdown, direct salary costs, fringe benefits, indirect costs, and net fee. Other direct costs may be included, such as travel and equipment rentals, if not already captured in the indirect cost rate.

This method of payment should only be used when it is not possible at the time of procurement to estimate the extent or the duration of the work, or to estimate costs with any reasonable degree of accuracy. This method should not be used for project specific contracts and is recommended for on-call contracts for specialized or support type services, such as construction engineering and inspection, where the consultant is not in direct control of the number of hours worked, and it also requires management and monitoring of the consultant's level of effort and the classification of employees used to perform the contracted work. The contract shall also specify a reasonable maximum length of contract period and a maximum total contract dollar amount (see [Exhibit 10-H](#), Example #2 and [Exhibit 10-R](#), Article V Option 3.).

### **Lump Sum or Firm Fixed Price**

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit. This method of payment is appropriate only if the extent, scope, complexity, character, duration, and risk of the work have been sufficiently defined to permit fair compensation to be determined and evaluated by all parties during negotiations (see [Exhibit 10-H: Sample Cost Proposal, Example #1](#) and [Exhibit 10-R: A&E Sample Contract Language](#), Article V, Option 4). Normally, a lump sum contract will be paid in full at end of the contract when completed. However, a lump sum contract can be negotiated with progress payment if feasible. The progress payment shall be based on percent of work complete or completion of clearly defined milestones. The contract cost proposal shall document the agreed upon progress payment and include the necessary milestones costs, or the percent work complete schedule.

Changes to Exhibit 10-H requiring resubmittal to Independent Office of Audits and Investigations for review:

- Consultant name change
- New participating subconsultant
- Change in ICR rate

### **10.1.3 A&E CONSULTANT AUDIT AND REVIEW PROCESS**

This section outlines the audit and review process for A&E contracts that at any time use state or federal funds. All proposed A&E contracts and supporting documents are



subject to audit or review by Caltrans' Independent Office of Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

### **Applicable Standards**

State and federal requirements listed below, and specific contract requirements, serve as the standards for audits and reviews performed.

Local agencies, consultants, and subconsultants are responsible for complying with state, federal, and specific contract requirements. Local agencies are responsible for determining the eligibility of costs to be reimbursed to consultants.

Applicable standards include, but are not limited to:

- Caltrans Local Assistance Procedures Manual (LAPM);
- State and Federal agreements between local agencies and Caltrans, (i.e. Master Agreements);
- Project Program Supplemental Agreements;
- 23 United States Code (U.S.C.), Section 112 – Letting of Contracts;
- 40 U.S.C., Chapter 11: the Brooks Act;
- 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services;
- 23 CFR, Chapter 1- Federal Highway Administration, Department of Transportation;
- 48 CFR, Federal Acquisition Regulation (FAR), Chapter 1, Part 31- Contract Cost Principles and Procedures;
- 48 CFR, Chapter 99 – Cost Accounting Standards (CAS), Subpart 9900;
- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- United States Government Accountability Office, Government Auditing Standards
  - Generally Accepted Government Auditing Standards (GAGAS);
- California Government Code sections 4525-4529; and
- Proposed contract terms and conditions.

See section [10.10 "References"](#) of this Chapter for links to above referenced standards.

### **Audit Guidance Available**

The American Association of State Highway and Transportation Officials, Uniform Audit & Accounting Guide ([AASHTO Audit Guide](#)), which is referred to frequently in this section, is a valuable tool to guide local agencies, consultants and Certified Public Accountants (CPA) through the requirements for establishing, and audits of FAR compliant Indirect Cost Rates

(ICR). The [AASHTO Audit Guide](#) is used extensively as an industry guide in the audit and review process.

Local agencies may seek accounting assistance from internal audit staff and an independent CPA for compliance. The consultant may seek professional guidance in selecting its independent CPA. See also the [AASHTO Audit Guide](#), Ch 2.5 C. *Selection of CPA Firm as Overhead Auditor* for guidance in the selection process. Training is also offered by FHWA's National Highway Institute (see <http://www.nhi.fhwa.dot.gov/default.aspx>). Courses offered include:

- Using the AASHTO Audit Guide for the Procurement and Administration of A&E Contracts (FHWA-NHI-231028)
- Using the AASHTO Audit Guide for the Development of A&E Consultant Indirect Cost Rates (FHWA- NHI-231029)
- Using the AASHTO Audit Guide for the Auditing and Oversight of A&E Consultant Indirect Cost Rates (FHWA-NHI-231030)

If consultants desire training on how to build an ICR and basic timekeeping, there are Indirect Cost Rate and Timekeeping webinars created by the Washington State Department of Transportation. The link to the webinars is available at <http://www.dot.ca.gov/audits/> (click on Architectural & Engineering Contracts/General A&E Contract Resources/Other State DOT Training Module). For training and additional information provided by Caltrans Local Assistance, visit Caltrans Local Assistance Blog at <http://www.localassistanceblog.com/>. For FHWA's Q&A for ICRs and audits, and A&E related services, visit FHWA at <http://www.fhwa.dot.gov/programadmin/172qa.cfm>.

### **Allowable Costs**

23 USC 112 (b)(2)(B) states that any A&E contract or subcontract awarded, whether funded in whole or in part with Federal-aid highway funds in furtherance of highway construction projects, shall be performed and audited in compliance with the Federal cost principles.

Local agencies are required to perform a cost analysis to ensure all costs are allowable and in compliance with federal and state requirements and retain documentation of negotiation activities and resources. Hourly rate(s) for each key personnel and/or classification of employee(s) proposed in cost proposals must be reasonable for the work performed and actual, allowable, and allocable in accordance with the Federal cost principles. Costs shall be allowable only if the cost is incurred and cost estimates included in negotiated prices are allowable in accordance with the federal and state regulations and procedures, and contract provisions. Examples of Cost Analysis Worksheets are provided at Exhibit 10-H1 through 4.

Local agencies are required to apply Caltrans accepted consultant or subconsultant's ICRs, to contracts. An ICR is valid for the one-year applicable accounting period accepted or audited by Caltrans. Consultants shall update, on an annual basis, ICRs in accordance with the consultant's annual accounting period and in compliance with the Federal cost principles. For further guidance, refer to 23 CFR Part 172.11(b)(1). If the consultant is subject to Cost Accounting Standards (CAS), the consultant must use the applicable ICR for the contract.

A consultant's accepted ICR for its one-year applicable accounting period shall be applied to contracts; however, once an ICR is established for a contract, it may be extended beyond the one-year applicable period, through the duration of the specific contract, provided all concerned parties agree. Agreement to the extension of the one-year applicable period shall not be a condition or qualification to be considered for the work or contract award. The contract must clearly specify the ICR period if it is beyond the one-year applicable period.

Consultants shall account for costs appropriately and maintain records, including supporting documentation, adequate to demonstrate that costs claimed have been incurred, and are allowable, reasonable, and allocable to the contract, and comply with Federal cost principles.

IOAI and representatives of the Federal Government have the right to conduct an audit of all contract costs. If the costs are subsequently determined to be unallowable, these costs are subject to repayment. For further guidance, refer to 23 CFR Part 172 and 48 CFR Part 31.

Generally, whenever local agencies, consultants and/or contractors are unable to provide requested documentation, it shall be viewed that the services were either not performed or the costs not properly recorded. Retention of all documents is required as it reduces the possibility of audit findings and **disallowed costs**. For more references, refer to Applicable Standards in this chapter.

## **Approval or Acceptance of Indirect Cost Rates**

### **Cognizant Letters of Approval**

A cognizant approved ICR has been audited by a Cognizant agency (a State transportation agency of the State where the consultant's accounting and financial records are located or a State transportation agency to which cognizance for the particular indirect cost rate(s) of a consulting firm has been delegated or transferred to in writing by the State transportation agency where the consultant's accounting and financial records are located) in accordance with generally accepted government auditing standards to test compliance with the requirements of the Federal cost principles (per 48 CFR part 31) and the cognizant agency has either 1) issued an audit report of the consultant's indirect cost rate or 2) conducted a review of an audit report and related workpapers prepared by a certified public accountant and issued a letter of concurrence with the audited indirect cost rate(s). The cognizant agency approves the ICR and a cognizant approval letter is issued.

### **Caltrans Acceptance of Indirect Cost Rate**

When the ICRs have not been established by a cognizant agency, Caltrans shall perform an audit or review of a consultant's and subconsultant's ICR(s) to provide reasonable assurance of compliance with Federal cost principles.

An audit or review of the ICR may consist of one or more of the following:

- Perform a review to determine if the ICR was prepared in accordance with 23 CFR 172, and 48 CFR, Chapter 1, Part 31;
- Perform an audit to determine if the ICR was prepared in accordance with 23 CFR 172, and 48 CFR, Chapter 1, Part 31; and issue an audit report;
- Review and accept an ICR audit report and related workpapers prepared by a CPA or another State Transportation Agency;



The outcome of an audit or review is for Caltrans to approve or accept the ICR so that it can be relied upon for future contracts with the consultant for a given one-year accounting period and for reliance by other contracting agencies using the same consultant. Local agencies shall ensure that only approved or accepted ICRs of consultants for the applicable one-year accounting period be applied to contracts, if rates are not under dispute. Local agencies may check IOAI's website for consultant's approved or accepted ICRs. All approved or accepted ICRs are issued an Acceptance Identification (ID) number by IOAI that is posted to IOAI's website at <http://www.dot.ca.gov/hq/audits/>. This ID number should be referenced on all future contracts that use the same fiscal year ICR. ICR can be fixed for the life of the contract in prior written document or annually updated. Once it has been updated, it must be annually updated and the most current fiscal year of ICR must be used.

ICRs that have not been accepted by Caltrans will not be eligible for indirect cost payment. An ICR approved by a cognizant agency may be used across states for the one-year applicable accounting period, but an ICR accepted by Caltrans may **only** be applied to A&E contracts with Caltrans or local agency contracts using pass-through Caltrans funding. Local agencies include Cities, Counties, Metropolitan Planning Organization, Special Districts, and Regional Transportation Planning Agencies.

### Financial Review Performed Prior to Contract Execution

All consultants, including prime and subconsultants, on a proposed contract with a dollar value greater than \$150K are subject to an ICR financial review by IOAI. The financial documents required are detailed in Exhibit 10-A, *A&E Consultant Financial Document Review Request Letter and Exhibit 10-A Checklist*. IOAI will review the ICR financial documents to either accept or adjust the indirect cost rate **prior to contract execution** using a risk-based approach as dictated by factors that include but are not limited to:

- History of satisfactory performance and professional reputation of consultant;
- Prior FAR compliant history and audit frequency;
- Experience of consultant with FAHP contracts;
- General responsiveness and responsibility;
- The approximate contract volume and dollar amount of all A&E contracts awarded to the consultant by Caltrans or a local agency in California within the last three calendar years;
- The number of states in which the consultant does business;
- The type and complexity of the consultant's accounting system;
- The relevant professional experience of any CPA performing audits of the consultants indirect cost rate;
- Assessment of consultant's internal control. Responses to internal control questionnaire, see AASHTO Audit Guide, Appendix B;
- For ICRs that have been adjusted by IOAI, the consultant must provide a revised cost proposal that reflects the adjusted ICR.

## Local Agencies' Responsibilities

Local Agencies are responsible for obtaining all required ICR supporting documentation from A&E prime consultants and sub-consultants as outlined in Exhibit 10-A (*A&E Consultant Financial Document Review Request*) and the Exhibit 10-A-Checklist. Local Agencies are responsible for forwarding these documents to IOAI for review. Local agencies are also required to ensure that IOAI has copies of the Exhibit 10-K "*Consultant Certification of Contract Costs and Financial Management System*" and Exhibit 10-H "*Cost Proposal*" for all consultants, both prime and sub-consultants. The ICR included in Exhibit 10-H must match the ICR included in the Exhibit 10-K and the consultant's ICR schedule. The proposed ICR, however, can be lower than ICR in Exhibit 10-K and the consultant's ICR schedule if the consultant elects to propose a lower ICR. For contracts spanning more than one year, local agencies are responsible for ensuring the Exhibit 10-K and cost proposals are updated annually unless all concerned parties agree to fix the ICR for the term of contract, and this is clearly specified in the contract. ICR updates are not required to IOAI if the ICR is fixed for the life of the contract. ICR's are only reviewed for consultants that are being awarded a contract, not consultants on a bench or shortlist.

The Exhibit 10-H "*Cost Proposal*" includes contract costs: direct salary or wage rates, fixed fees, other direct costs, indirect costs, total costs, and certification for the costs. Local agencies must perform and retain documentation of activities and resources used to support that a cost analysis has been performed to establish that costs and elements were determined to be fair and reasonable in accordance with Federal cost principles.

All contract supporting documentation must be retained by the local agency in project files for the required retention period. Unsupported costs may be disallowed and required to be returned to Caltrans. Having proper documentation policy and procedures, trained staff and organized project files are essential for demonstrating that costs claimed and reimbursed have been incurred, are eligible, reasonable, allowable, and allocable to the contract and comply with Federal cost principles.

Contracts below \$150,000 are not subject to the Caltrans Financial Document Review but local agencies are required to establish that all costs are in compliance with the Federal cost principles, 48 CFR, Chapter 1, Part 31, and other applicable requirements are met. All documents listed above and cost analysis documents are required to be retained in the project files to demonstrate compliance.

Instructions are provided in the Exhibit 10-A on the requirements for submitting a complete Financial Review packet. Financial packets can be e-mailed to:  
[conformance.review@dot.ca.gov](mailto:conformance.review@dot.ca.gov).

Alternatively, if you do not have Internet access, you can mail Financial Review packets to:

Department of Transportation  
Independent Office of  
Independent Office of Audits and  
Investigations, MS 2 Attention:  
External Audit Manager

P.O. Box 942874 Sacramento, CA 94274-0001

**Consultants' Responsibilities (Both prime consultants and subconsultants)**

A&E prime consultants and subconsultants in contract with local agencies using state or federal-aid highway funds should refer to Exhibit 10-A and the 10-A Checklist for the ICR financial documents required to be submitted to their local agency. Consultants must complete the "Annual Certification of Indirect Costs and Financial Management System" (Exhibit 10-K) that attests that the ICR rate proposed is in compliance with FAR (48 CFR, Chapter 1, Part 31) and that the consultant's financial management system is adequate to accumulate and segregate, reasonable, allowable, and allocable direct and indirect project costs. For all future contracts within a same fiscal year, the consultant needs to only provide a copy of the Exhibit 10-K to the Local Agency. The Exhibit 10-A and 10-K should be submitted to the local agency who will forward a copy to IOAI along with all other related and required financial documents. For guidance see Training Module for Financial Document Requirements for A&E Contracts with Local Agencies on IOAI's website <http://dot.ca.gov/audits/> (click on Architectural & Engineering Contracts/A&E Contracts with Local Agencies/Training Modules).

Consultants must follow all the federal, state, and contract requirements outlined above in the Section above, "*Applicable Standards*". Each contracting consultant must ensure its ICR is not combined with any parent company's or subsidiary's ICR.

ICR schedules for both prime consultants and sub-consultants should be prepared using the accrual basis of accounting and be presented in compliance with the Federal cost principles. Figure 10-3 at the end of this chapter provides an example of a Standard Indirect Cost Rate Schedule that consultants can use when preparing their own.

For public works Prevailing Wage contracts, all workers must be paid the prevailing wage rate determined by the Director of the Department of Industrial Relations according to the type of work and location of the project. <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. Prime and sub-consultants must include prevailing wage rate information in the cost proposal (*see Exhibit 10-H4 for example*) and provide a Prevailing Wage Rate Policy on company letterhead, signed and dated. The policy must document the accounting treatment for prevailing wage deltas and including the following information:

- Description of types of work that require payment of prevailing wage rates.
- Explanation of how the firm pays prevailing wage deltas (e.g. pay directly to employee as single amount to cover delta base and delta fringe, pay delta base to employee and pay delta fringe amount to a third-party plan, etc.)
- Accounting method used for prevailing wage delta base costs.
- Accounting method used for prevailing wage delta fringe costs.

For guidance see Caltrans' Prevailing Wage Interpretive Guidance and webinar on IOAI's website [www.dot.ca.gov/audits](http://www.dot.ca.gov/audits).

When determined necessary, IOAI may request additional information, such as a labor distribution summary and Executive Compensation Analysis (ECA). A consultant's labor distribution summary report is a labor expense report that detail all hours worked (paid and unpaid) for a fiscal year, wages earned, and benefits accrued by all the consultant's employees.



The labor summary report should include employee names, salaries, hourly rates, total hours worked segregated by direct hours, indirect hours, paid time off hours, and uncompensated hours and amounts.

An ECA is an evaluation by the consultant to determine the allowability and reasonableness of executive compensation in compliance with Federal cost principles and the AASHTO Audit Guide that can be based on either the National Compensation Matrix or independent compensation surveys.

### **Independent Office of Audits and Investigations' Responsibilities**

After IOAI receives a consultant's complete financial document packet (per Exhibit 10-A and Exhibit 10-A Checklist) from the local agency, IOAI will review the proposed ICR and supporting documents and notify local agencies in writing whether the proposed ICRs are accepted or adjusted.

Contracts will be executed after IOAI either accepts or adjusts the ICR and a revised final cost proposal (if applicable) is received. Correction of the final cost proposal, however, does NOT need to be cleared through Caltrans IOAI before executing the contract. An email notification from IOAI serves as documentation to support an accepted ICR.

### **Audits and Reviews to be Performed**

After contract execution, a consultant's ICR may be subject to further detailed review or audit by IOAI based on certain risk factors. Costs that are determined to be unallowable as a result of the review or audit will be subject to repayment.

### **Indirect Cost Rate Audits**

During an ICR audit, IOAI or an independent CPA will examine the consultant's proposed ICR for a one-year accounting period to ensure that unallowable costs have been removed from the indirect costs, that allowable costs have been correctly measured and properly charged and allocated, and that the ICR has been developed in accordance with the Federal cost principles (as specified in 23 U.S.C. Section 112(b)(2)(B), 23 CFR Part 172.11, 48 CFR Part 31 and other FAR and State requirements). As a result of the audit, the local agency will work with the consultant to adjust the ICR based on audit recommendations.

For guidance regarding the existing policies and procedures set forth in the federal regulations, and acceptable ICR schedules, refer to the AASHTO Audit Guide, Chapter 5, and Figure 10-3 Standard Indirect Cost Rate Schedule in this Chapter. There is also a review program at Appendix A which serves as a guide for CPAs and IOAI when performing ICR audits and can also be used as a resource for consultants when preparing for an ICR audit.

### **CPA Workpaper Reviews**

During a workpaper review of a CPA audit of an ICR, IOAI will review the CPA's audit workpapers to determine whether to issue a Cognizant Letter of Approval for the ICR. The CPA Workpaper Review determines whether: (a) the CPA's audit of the ICR was conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS), (b) the CPA

adequately considered the auditee's compliance with the Federal cost principles and related federal and state laws and regulations.

Chapter 11 of the AASHTO Audit Guide provides information to the CPA on the required audit disclosures.

**IMPORTANT NOTE FOR CPAs:** Contracts receiving state or federal funds are highly scrutinized. Materiality levels tend to be lower and more testing is required. GAGAS provides that auditors may find it appropriate to use lower materiality levels as compared with the materiality levels used in non-GAGAS audits because of the public accountability of government entities and entities receiving government funding, various legal and regulatory requirements, and the visibility and sensitivity of government programs. The AASHTO Audit Guide should be used as a tool for performing audits and attestations of A&E firms.

### **Contract Audits**

During a Contract Audit, auditors will review a consultant's financial management system and contract cost proposal to determine if:

- The consultants' accounting system is adequate to accumulate and segregate costs;
- Costs are reasonable, allowable, allocable and supported adequately;
- The contract contains all required fiscal provisions;
- Proper state and federal procurement requirements were followed.

### **Incurred Cost Audits**

During an Incurred Cost Audit, auditors will review incurred contract costs to determine if:

- Cost data are maintained in an accounting system that adequately gathers, records, classifies, summarizes, and reports accurate and timely financial data for direct and indirect project costs by account;
- Costs are adequately supported, reasonable, allowable, and allocable;
- Costs incurred are in compliance with state and federal laws and regulations;
- Costs incurred are in compliance with the Master Agreement and Supplemental Agreement;
- Costs incurred are in compliance with the fiscal provisions stipulated in the contract; and
- The terms required by the Master Agreement and federal laws and regulations are in the contract.

### **Audit Findings and Review Deficiencies**

If a consultant's ICR is audited or reviewed, local agencies are responsible for ensuring all executed and future contracts reflect the audited and adjusted fiscal year ICR(s). Local agencies should request reimbursement from the consultant for overpayment on rates that were adjusted down.

The local agencies may be subject to sanctions outlined in [LAPM Chapter 20: Deficiencies and Sanctions](#) if the state or federal government determines that any reimbursements to the

consultant are the result of lack of proper contract provisions, unallowable charges, unsupported activities, or an inadequate financial management system.

### Example of a FAR Compliant Indirect Cost Rate Schedule - Sample Consulting Company

Statement of Direct Labor, Fringe Benefits, and General Overhead for the Year Ended December 31, 20xx

Description	General Ledger Balance	Unallowable	FAR Reference	Total Proposed	Home Office	Field Office
Direct Labor	\$123,456,789	(\$934,568)	(1)(15)	\$122,522,221	\$85,765,555	\$36,756,666
<b>Fringe Benefits</b>						
Vacation/Paid Leaves	\$17,283,950			\$17,283,950	\$12,098,765	\$5,185,185
Payroll Taxes	\$1,530,864	(\$30,617)	(15)	\$1,500,247	\$1,050,173	\$450,074
Medical Insurance	\$10,864,197			\$10,864,197	\$7,604,938	\$3,259,259
401K Match	\$4,938,272			\$4,938,272	\$3,456,790	\$1,481,481
Incentives and Bonus	\$15,308,642	(\$3,123,456)	(2)	\$12,185,186	\$8,529,630	\$3,655,556
Other Employee Benefits	\$2,515,280	(\$553,433)	(3)	\$1,961,847	\$1,373,293	\$588,554
<b>Total Fringe Benefits</b>	\$52,441,206	(\$3,707,506)		\$48,733,700	\$34,113,590	\$14,620,110
<b>General &amp; Administrative Overhead</b>						
Indirect Overhead Labor	\$72,696,030	(\$4,452,541)	(1)(2)(4)(15)	\$68,243,489	\$65,790,948	\$2,452,541
Purchased Labor/Subconsultants	\$22,433,019	(\$22,433,019)	(5)	\$ -	\$ -	\$ -
<b>Office Rent</b>	\$12,345,679	(\$987,654)	(6)	\$11,358,025	\$11,038,025	\$320,000
Supplies & Utilities	\$5,753,086			\$5,753,086	\$4,027,160	\$1,725,926
Postage and Shipping	\$1,770,000	\$321,456	(5)	\$2,091,456	\$1,464,019	\$627,437
Equipment and Maintenance	\$3,812,346			\$3,812,346	\$2,512,789	\$1,299,557
Depreciation Expense	\$6,202,469	(\$1,345,678)	(7)	\$4,856,791	\$3,205,482	\$1,651,309
Interest	\$123,456	(\$123,456)	(8)	\$ -	\$ -	\$ -
Dues and Subscription	\$123,456	(\$12,345)	(9)	\$111,111	\$77,778	\$33,333
Advertising & Marketing	\$427,406	(\$45,678)	(10)	\$381,728	\$267,210	\$114,518
Vehicles	\$5,896,123	(\$147,403)	(5)(11)(14)	\$5,748,720	\$4,024,104	\$1,724,616
Bad debts	\$12,345	(\$12,345)	(12)	\$ -	\$ -	\$ -
<b>Legal and Accounting Services</b>	\$3,713,580	(\$222,815)	(13)	\$3,490,765	\$3,490,765	\$ -
Fines and Penalties	\$80,000	(\$80,000)	(16)	\$ -	\$ -	\$ -
<b>Total General &amp; Admin. Overhead</b>	\$135,388,995	(\$29,541,478)		\$105,847,517	\$95,898,280	\$9,949,237



**Consultant Selection**

Total Indirect Costs				\$154,581,216	\$130,011,870	\$24,569,347
Indirect Cost Rates				126.17%	151.59%	66.84%

**Figure 10.3: Standard Indirect Cost Rate Schedule****FAR References:**

- (1) FAR 31.202: Uncompensated overtime.
- (2) FAR 31.205-6: Profit distribution and excess of the reasonable compensation.
- (3) FAR 31.205-46, 31.205-14 & 31.205-51: Meals not for valid business purposes and associated with lobbying and lacking adequate support
- (4) FAR 31.201-2: Administrative staff costs billed to projects/clients.
- (5) FAR 31.201-2: Subconsultant labor and other direct costs billed to and paid by contracts/clients.
- (6) FAR 31.205-36 and 31.205-17: Capital lease costs, rent paid in excess of reasonable costs, and idle facilities and capacity costs.
- (7) FAR 31.201-2 & 31.205-6: Costs relates to personal use by employees and luxury vehicles.
- (8) FAR 31.205-20: Interest and other financial costs not allowable.
- (9) FAR 31.201-2: Non-business related dues and subscriptions.
- (10) FAR 31.205-1: Costs for advertisement and public relations costs and trade show expense including labor.
- (11) FAR 31.205-46(d) and 31.205-6(m)(2): Personal use of vehicle and lack of mileage logs and business purpose.
- (12) FAR 31-205-3: Bad debts and collection costs.
- (13) FAR 31.205-27 and 31.205-47: Reorganization and capital raising related costs and costs incurred in connection with violation of a law or regulation by the consultant.
- (14) FAR 31.205-46: Unreasonable costs and costs not supported by documents and lack of business purpose.
- (15) FAR 31.201-6(a) & CAS 405-40: Labor costs associated with unallowable costs.
- (16) FAR 31.205-15: Fines and penalties resulting from violations of laws and regulations.

This section outlines the audit and review process for A&E contracts that at any time use federal and/or state funds. All proposed A&E contracts and supporting documents are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government. Not all proposed contracts will be audited or reviewed; rather, they will be selected on a risk-based approach.

**10.1.4 CONSULTANT SELECTION METHODS**

Figure 10-4: Consultant Selection Flowchart shows the three methods normally used in selecting a consultant. They are:

- One-Step RFP;
- One-Step RFQ;
- Two-Step RFQ/RFP.

**Consultant Selection**

The method used depends upon the scope of work, the services required, the project's complexity, and the time available for selection of the consultant.

Beginning with [Section 10.1.5: Consultant Selection Using the One-Step RFP Method](#), each of the selection methods is explained in detail. Regardless of the method used, the local agency shall retain all consultant selection documentation in their project files as required by 23 CFR Part 172.

**One-Step RFP**

The One-Step RFP method may be used for Project-specific contracts when the scope of work is well defined or for Multi-phased contracts where the defined scope of work is divided into phases. Other considerations include when the consultant's services are highly specialized and there are few qualified consultants.

**One-Step RFQ**

The One-Step RFQ method is used when the requested services are specialized, or the scope of work is defined broadly and may include multiple projects. Typical services are preliminary engineering, surveying, environmental studies, preparation of Plans Specifications and Estimate (PS&E) and environmental documents, or construction management. This method or the two-step selection process is used for procurement of on-call contract(s). Note that specifications and requirements in the RFQ must cover all aspects of the final need. A RFP specific to the project, task, or service must be included in the solicitation for evaluation of a consultant's specific technical approach and qualifications.

**Two-Step (RFQ Followed by RFP)**

The Two-Step RFQ/RFP method may be used when the scope of work is complex or unusual. This method also may be preferred by local agencies that are inexperienced about negotiations and procedures for establishing compensation. However, the Two-Step RFQ/RFP method is recommended for procurement of multiple on-call contracts, or on-call list, through a single solicitation. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications. For more information, refer to description of on-call contract in [Section 10.1.2: Identifying & Defining a Need for Consultants](#). This method requires substantially more work and time than the other two methods described above.

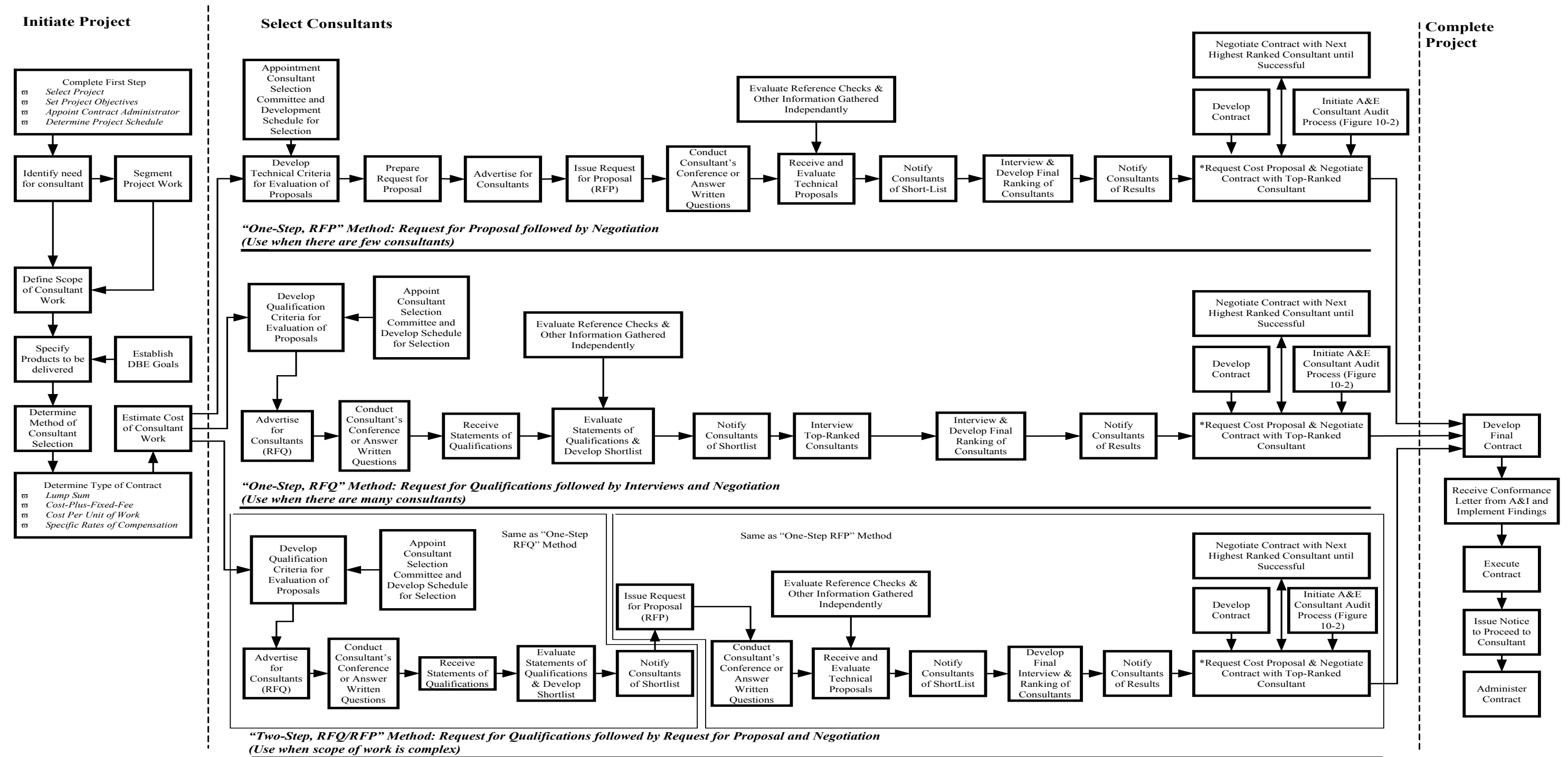


Figure 10-4: Consultant Selection Flowchart



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### 10.1.5 CONSULTANT SELECTION USING THE ONE-STEP RFP METHOD

Of the three methods discussed, this one is most easily modified for non-A&E consulting contracts. This procurement procedure usually involves a single step process with issuance of a request for proposal (RFP) to all interested consultants. For non-A&E consulting contracts, a cost proposal shall be part of the RFP and the selection criteria. For A&E contracts, the cost proposal is not requested until the consultants have been final ranked based upon their submitted technical proposal.

#### **Appoint Consultant Selection Committee**

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews materials submitted by consultants, develops a shortlist of qualified consultants, and develops a final ranking of the most qualified proposals. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the project/segment to be contracted out and with the local agency standards that will be used in the contract. Participation by a Caltrans district representative is at the option of the agency and subject to availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Panel Member Conflict of Interest & Confidentiality Statement](#).

#### **Develop Technical Criteria for Evaluation of Proposals**

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant proposals. In-State or local preference shall not be used as factor in the evaluation, ranking, and selection phase. All non-technical evaluation criteria, including DBE participation, shall not exceed 10 percent (23 CFR 172.7(a)(1)(iii)(D)). All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

The criteria and relative weights must be included in the RFP, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The local agency should consult with the DLAE before making major changes to the suggested approach.

## Develop Schedule for Consultant Selection

Before the contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm key dates with all selection committee members before completing the schedule.

## Prepare RFP

The information required in an RFP solicitation includes the following:

- Description of project;
- Clear, accurate, detailed Scope of work, technical requirements, and qualifications;
- Services to be performed;
- Deliverables to be provided;
- Procurement schedule;
- Applicable standards, specifications, and policies;
- Schedule of work (including estimated start and end dates of the contract);
- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate concealed format. Cost proposals are requested from the highest ranked firm. If these negotiations are formally terminated, the cost proposal is then requested from the next highest ranked firm. See [Exhibit 10-H: Sample Cost Proposal \(Example 3\)](#) for sample cost proposal formats;
- Contract audit and review process requirements (see [Section 10.3: A&E Consultant Audit and Review Process](#));
- Proposal format and required contents;
- Method, criteria and weighting for selection;
- Requirements for any discussions that may be conducted with three or more of the most highly qualified consultants following submission and evaluation of proposals;
- Specify contract type;
- Special provisions or contracts requirements;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#);
- Protest procedures and dispute resolution process per 2 CFR Part 200.318(k), 2 CFR 172.5(c)(18).



The RFP specifies the content of a proposal, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand delivered if different from the mailing address. A minimum of fourteen (14) calendar days is required between the time the RFP is published and time that proposals must be submitted. More time may be required for complex contracts or projects.

Items typically required in a technical proposal include:

- Work plan (specify what is to be covered);
- Organizational chart;
- Schedule and deadlines;
- Staffing plan;
- Proposed Team – complete for prime consultant and all key subconsultants;
- Key personnel names and classifications – key team members identified in the original proposal/cost proposal shall not change (be different than) in the executed contract;
- Staff resumes;
- Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm;
- Consultant DBE Commitment document, see [Exhibit 10-01: Consultant Proposal DBE Commitment](#);
- References.

### Financial Management and Accounting System Requirements

The local agency must ensure that consultant contract solicitation and advertising documents (RFPs) clearly specify that contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The local agency must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

### Advertise for Consultants

The solicitation process for consultant services shall be by public advertisement, or by any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of contract. The minimum length of advertisement is 14 calendar days.

Advertisement of the RFP in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting government contract solicitations such as BidSync, Planetbids, or posting the RFP on the local agency's or other widely used websites are all acceptable methods of solicitation.

To document website postings, the local agency should retain copies of screen shots displaying the posted begin/end dates.

**Issue/Publish RFP**

The local agency shall publish the RFP on line and also issue the RFP to all consultants responding to newspaper advertisement. The local agency shall keep a record of all consultants that have downloaded RFP on line as well as those receiving an RFP through other means, to ensure that any inquiry responses, addendums, or amendments to the RFP are given to all consultants that received the RFP.

**Conduct Proposer's Conference or Answer Written Questions**

The local agency may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The local agency must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

**Receive and Evaluate Technical Proposals**

The Contract Administrator must verify that each proposal contains all of the forms and other information required by the RFP. If all required information is not provided, a proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended. The members of the consultant selection committee must evaluate each proposal according to the technical criteria listed in the RFP. Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. The justification should state that the solicitation did not contain conditions or requirements that arbitrarily limited competition per 23 CFR 172(a)(1)(iv) (D) and competition is determined to be inadequate and it is not feasible or practical to re-compete under a new solicitation per 23 CFR 172(a)(3)(iii)(C). If only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

## Develop Final Ranking and Notify Consultants of Results

The selection committee discusses and documents the strengths and weaknesses of each proposal; interviews the three or more highest ranked consultants (short listed); and develops a final ranking of the highest ranked consultants. All consultants that submitted proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

## Negotiate Contract with Top-Ranked Consultant

Cost proposal (for both Prime and all Subconsultant), and contract audit and review documents such as [Exhibit 10-K: Consultant Certification of Contract Costs and financial Management System](#) of Costs and Financial Management System and [Exhibit 10-A: A&E Consultant Financial Document Review Request and Checklist](#), whichever is applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) should be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultants with their technical proposal.

The cost proposal for the most qualified consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceeds to the next most qualified consultant. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the local agency. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals shall be returned to consultants.

Cost proposals in electronic form shall be submitted separately from the RFP and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and shall not be opened by the local agency or any private entity that the local agency uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of in accordance with the local agency's written policies and procedures.

The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations or terminating unsuccessful negotiations with the most qualified consultant. Items necessary for the independent cost estimate include, hours/detailed work, direct labor costs, indirect labor

costs, other direct costs, and profit/fee. Agencies must retain documentation of how the cost estimate was developed. It can be revised, if needed, for use in negotiations with the next most qualified consultant. A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) in this chapter). Local agency Contract Administrator ensures that all required documentations are provided to Caltrans IOAI within 10 days of written request, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Document Review until all required documentation is completed correctly and submitted. Negotiations should be finalized after addressing all deficiencies noted in the Caltrans IOAI Financial Review Letter if applicable. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan;
- Schedule and deadlines (for deliverables and final duration of contract);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;
- Cost items, payments, and fees. Fee is required to be negotiated as a separate element;
- Hours, level of effort by task and/or classification.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency. The local agency and the consultant will agree on the final cost proposal and incorporate into final contract. Retain all documentation related to negotiations.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see [Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#)), and adjustment or denial of ICR as identified in the Financial Review Letter has been included in the final cost proposal, if applicable.

Prior to contract award, the local agency must submit a completed [Exhibit 10-C](#) signed by the Contract Administrator for all new or amended federal funded A&E consultant contracts to [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov) for Caltrans review and acceptance. If there are any changes to the contract after Caltrans acceptance of [Exhibit 10-C](#), the local agency must notify Caltrans and provide a copy of an updated [Exhibit 10-C](#) and all contract amendments to [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov). Execution of an A&E consultant contract without Caltrans acceptance may result in ineligibility for reimbursement. Submission of [Exhibit 10-C](#) to Caltrans HQ for acceptance is not required for non-A&E consultant contracts.

### 10.1.6 CONSULTANT SELECTION USING THE ONE-STEP RFQ METHOD

The RFQ method is used when the services being procured are specialized, or the scope of work is defined broadly and may include multiple projects.



### Appoint Consultant Selection Committee

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The committee reviews and scores the materials submitted by consultants in response to the RFQ, develops a shortlist of qualified consultants, interviews those consultants, and develops a final ranking of the most qualified consultants. Representation on the committee includes the Contract Administrator and subject matter experts from the project's functional area. The members should be familiar with the scope of work to be contracted out and with the local agency standards that will be used in the contract.

Participation by a Caltrans district representative is at the option of the local agency and subject to the availability of the DLAE staff. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and all requirements are met.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in [Exhibit 10-T: Panel Member Conflict of Interest & Confidentiality Statement](#).

### Develop Technical Criteria for Evaluation of Qualifications

The Contract Administrator is responsible for developing the technical criteria, and their relative importance which are used to evaluate and rank the consultant qualifications. The criteria and relative weights must be included in the RFQ, and the same criteria and relative weights must be used in the evaluation sheets. Failure to include criteria and relative weights and to use the same criteria and weights during the evaluation will result in the contract costs being ineligible for federal or state reimbursement. [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#) is a recommended evaluation sheet with criteria and rating points for A&E consultants, where cost is not used as a rating factor. This format is not mandatory, but it is recommended in the interest of developing consistency among the hundreds of agencies and consultants operating in the state. The local agency should consult with the DLAE before making major changes to the suggested approach.

### Develop Schedule for Consultant Selection

Before a contract is advertised, the Contract Administrator completes a contract procurement schedule including key dates for consultant selection activities. The Contract Administrator should confirm target dates with all selection committee members before completing the schedule.

### Prepare RFQ

As a minimum, the RFQ generally includes the following:

- General description of the services or project(s);
- Scope of work;
- Schedule of work (including contract begin and end dates);

- Method of payment, and cost proposal requirements. The cost proposal is submitted in a separate sealed envelope. See [Exhibit 10-H: Sample Cost Proposal](#) for sample cost proposal formats;
- Contract audit and review process requirements (see [Section 10.1.3: A&E Consultant Audit and Review Process](#));
- Statement of Qualification (SOQ) format and required content to be submitted;
- Method and criteria and weights for selection;
- A DBE contract goal is specified in the solicitation (see [Exhibit 10-I: Notice to Proposers DBE Information](#)), if a federal-aid contract;
- Consultants acting in a management support role requirements [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#); Protest procedures and dispute resolution process per 2 CFR Part 200.318(k).

The RFQ specifies the content of the SOQ, the number of copies required, due date, mailing address, and a physical address where the submittals may be hand delivered if different from the mailing address. Two to four weeks is usually allowed between the time the RFQ is published and time that SOQs must be submitted. More time may be required for complex contracts or scope of work.

Items typically required in a statement of qualification include:

- Qualifications of key personnel (including consultant project manager) proposed for the contract. Key team members identified in the original proposal/cost proposal shall not change (be different than) in the executed contract;
- Staff resumes;
- Related projects that key personnel have worked on;
- Qualifications/experience of the firm;
- Organizational chart;
- Forecast or Schedule of work;
- Consultant DBE Commitment document, see [Exhibit 10-O1: Consultant Proposal DBE Commitment](#);
- References.

### Financial Management and Accounting System Requirements

The local agency must ensure that Consultant contract solicitation and advertising documents (RFQs) clearly specify that contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 2 CFR Part 200, and 48 CFR Part 31. The local agency must ensure the selected consultants have adequate financial management systems as required by the applicable federal regulations.

**Advertise for Consultants**

The solicitation process for consultant services shall be by public advertisement or any other public forum or method that assures qualified in-State and out-of-State consultant are given a fair opportunity to be considered for award of contract. The RFQ must contain sufficient project work information, so that interested consultants can submit an appropriate SOQ.

Advertisements for RFQ may take one of two approaches. The most common is an advertisement or publication of the RFQ in a major newspaper of general circulation, technical publication of widespread circulation, professional associations and societies, recognized DBE organizations, web hosting or clearing houses known for posting contract solicitations such as Bid Sync, PlanetBids, or posting the RFQ on other widely used websites. To document website postings, the local agency should retain copies of screen shots displaying the posted begin/end dates.

In the second approach, the local agency advertises the availability of the RFQ in a major newspaper of general circulation, technical publications of widespread circulation, professional associations and societies, recognized DBE organizations, or through a web hosting or clearing houses known for posting contract solicitations such as BidSync or PlanetBids, and requests that interested consultants send a letter of interest to the local agency for the RFQ. The RFQs shall then be sent to those firms who indicated interest in the RFQ. In some cases, it may be desirable to advertise nationwide for a particular project or service. This approach provides a registry for firms who received the RFQ and therefore facilitates the broadcast of any revisions or addenda to the RFQ, if necessary.

**Issue/Publish RFQ**

The local agency shall publish the RFQ online and also issue the RFQ to all consultants responding to newspaper advertisement. The local agency shall keep a record of all consultants that have downloaded the RFQ on line as well as those receiving an RFQ through other means, to ensure that any inquiry responses, addendums, or amendments to the RFQ are given to all consultants that received the RFQ.

**Receive/Evaluate Statements of Qualifications and Develop Shortlist**

The first step in the evaluation process is to determine that each SOQ contains all forms and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, and submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

Minimum of three proposals must be received and evaluated. If only two proposals are received, a justification must be documented to proceed with the procurement. If only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) must be documented and signed by the DLAE. In either case, the re-advertisement of the RFP should be considered as an option.

The consultant selection committee reviews the submitted SOQ according to the published evaluation criteria and weighting factors. The committee makes an independent random check of one or more of the consultant's references. This check applies to major subconsultants also. The committee establishes a shortlist of consultants who are considered to be best qualified to perform the contract work. The shortlist includes enough qualified consultants to ensure that at least three consultants are interviewed.

### **Notify Consultants of Shortlist**

All consultants that submitted an SOQ must be notified of the results of the review. The notification also identifies those consultants (short list) that will be requested to attend interviews. Most consultants will request information as to why they were not placed on the shortlist. Therefore, the selection committee should keep notes why a particular consultant was not selected for the shortlist. When a consultant requests a debriefing, the reasons given for not being selected must be objective reasons. Consultants should not be compared with each other during the debriefing. Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

### **Interview Top-Ranked Consultants**

Each consultant to be interviewed is given a copy of the draft of the proposed contract, defining the detailed scope of work, and/or description of required services, and other information. This should be sent with the initial notification of the interview.

Between the time of the notification of the shortlist and interviews, the local agency may answer any questions concerning the scope of work to be contracted out, if not done earlier during the solicitation. In addition, the local agency may conduct additional reference checks for each consultant to be interviewed. Consultants should submit their questions about the RFQ and receive their answers from the local agency in writing. It is required that all consultants on the shortlist receive the questions and answers and are given the same information.

The committee should evaluate reference checks and other information that is gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks and other information may be discussed with the consultant at the interview.

Interviews are to be structured and conducted in a formal manner. Each consultant shall be allowed the opportunity to make a presentation if desired; however, a time limit should be specified. Interview questions are prepared in advance.

Two types of questions may be asked:

- Questions that are to be asked of all competing consultants, and
- Questions relating to each specific consultant, based upon the reference checks, and the strengths and weaknesses identified during evaluation of the SOQ

The agency can request competing consultants to bring additional information or examples of their work to the interviews; if the additional information facilitates the interview or evaluation process. Additional information requested should be kept at a minimum, that is, only



information required to select the most qualified consultant for the contract. The selection committee or local agency shall not gather additional information concerning the consultants after the interviews are completed.

### **Develop Final Ranking and Notify Consultants of Results**

All consultants interviewed must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not selected as the most qualified. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective. Consultants should not be compared with each other or provided with information about other consultants during the debriefing.

Normally, the Contract Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing. The next two sections provide guidance when the RFQ is solicited for specialized services and additional information is required prior to cost negotiations with consultant. For on-call contracts, skip the next two sections and begin Negotiation phase.

### **Conduct Scoping Meeting**

The Contract Administrator meets with the first-ranked consultant's project manager to review the project, and to ensure that the consultant has a complete understanding of the work that is required. The consultant is shown as much material as is available regarding the project. Any technical questions regarding the project are answered for the consultant.

### **Request Cost Proposal**

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

### **Negotiate Contract with Top-Ranked Consultant**

Cost proposal (for both Prime and all Subconsultant), and contract audit and review documents such as [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) and [Exhibit 10-A: A&E Consultant Financial Document Review Request and Checklist](#), whichever

applicable (see [Section 10.1.3: A&E Consultant Audit and Review Process](#)) will be submitted in a separate sealed envelope. Typically, the cost proposals are submitted by the short-listed consultants only, at time of interview. However, if time is of the essence and it can be justified, or if no interviews are planned, the cost proposal can be requested from all consultant with their statements of qualification.

After the top-ranked consultant submits a sealed cost proposal, the local agency reviews the cost proposal and compares it with the local agency's confidential detailed independent cost estimate and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the local agency the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated.

Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant.

At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals shall be returned to consultants.

Cost proposals in electronic form shall be submitted separately from the RFQ and contained in a secure database that is inaccessible to the members involved in the A&E consultant contract procurement process. Only the cost proposal of the most qualified consultant will be requested to be sent to the members. Cost proposals of unsuccessful consultants are confidential and shall not be opened by the local agency or any private entity that the local agency uses to store the cost proposals. Any concealed cost proposals of the unsuccessful consultants must be returned unopened or properly disposed of by permanently deleting the cost proposals in accordance with local agency's written policies and procedures.

A contract audit and review may be required (see [Section 10.1.3: A&E Consultant Audit and Review Process](#) earlier in this chapter). Local agency Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Financial Review, if applicable. Caltrans IOAI will not proceed with a Financial Review until all required documentation is completed correctly and submitted. Negotiations may be completed after receipt of the Caltrans IOAI Financial Review Letter. An indirect cost audit may be performed within the record retention period of the contract.

The items typically negotiated include:

- Work plan;
- Staffing plan;
- Schedule (including contract begin and end dates);
- Products to be delivered;
- Classification, wage rates, and experience level of personnel to be assigned;

- Cost items, payments and fee. Fee is required to be negotiated as a separate element.

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency. For on-call contracts, typically a price agreement is reached based on specific rate of compensation for the term of the contract. The subsequent task orders (or mini agreements for individual project work) is negotiated based on actual cost plus fee, or lump sum, which is derived from the wage rates agreed upon earlier for the on-call contract.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see [Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#)), and receive Caltrans IOAI's Financial Review acceptance letter, if applicable.

Prior to contract award, the local agency must submit a completed [Exhibit 10-C](#) signed by the Contract Administrator for all new or amended federal funded A&E consultant contracts to [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov) for Caltrans review and acceptance. If there are any changes to the contract after Caltrans acceptance of [Exhibit 10-C](#), the local agency must notify Caltrans and provide a copy of an updated [Exhibit 10-C](#) and all contract amendments to [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov). Execution of an A&E consultant contract without Caltrans acceptance may result in ineligibility for reimbursement. Submission of [Exhibit 10-C](#) is not required for non-A&E consultant contracts.

### 10.1.7 CONSULTANT SELECTION USING THE TWO-STEP RFQ/RFP METHOD

#### Combined RFQ and RFP

Selecting consultants using the Two-Step RFQ/RFP method requires combining certain steps from each of the other two methods previously described. The consultants are rated based upon both their qualifications and their technical proposals. This procurement procedure involves a multiphase process with issuance of a request for qualifications (RFQ) whereby responding consultants are evaluated and ranked based on qualifications and an RFP is then provided to three or more of the most highly qualified consultants.

A different process may also be used that includes assessing minimum qualifications of consultants to perform services under general work categories or areas of expertise through a prequalification process whereby annual statements of qualifications and performance data are encouraged. These consultants are not ranked, and an RFP must be submitted to the entire list for evaluation and consideration. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under a RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

The initial steps in this method (up to the development and notification of the shortlist) are similar to the steps followed when using the One-Step RFQ method. At this point, the consultants from the shortlist are issued an additional RFP. The remaining steps are the same as the later steps followed in the One-Step RFP method. The combination of these steps is indicated in Figure 10-4: Consultant Selection Flowchart. Because it is a combination of the One-

Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use only when the scope of work is not clearly known, very complex or unusual.

The Two-Step RFQ/RFP is also well suited for procuring multiple on-call contracts through a single solicitation. The outcome of the first step RFQ will be multiple contracts, or on-call list of consultants. For multiple on-call contracts, project work will be procured thru subsequent competition or mini-RFPs amongst the on-call consultants. The mini-RFP or the task order will be negotiated with first ranked firm from each competition. Task order (mini-RFP) cost will be based on wage rates established in the master on-call contract, and the time and deliverable requirements in the task order.

Local agencies may also use this method to develop and maintain a pre-qualified file/list of consultant firms by specific work categories or areas of expertise or to create a bench list of evaluated and ranked consultants. The pre-qualified data file or interest list can be updated annually or every two years. This list contains minimum qualifications and has not gone through the evaluation process. The pre-qualification list must be maintained by the agency.

The mini-RFP contains evaluation criteria that matches the strengths of the qualified firms to the specifics of the known tasks, thereby selecting the most qualified firm for each task. The evaluation can include: availability of personnel, staff capabilities, DBE (10% or less of overall score), completion time, experience of consultant, specialized expertise, and past performance. The overall DBE goal was established at the master on-call contract.

Because it is a combination of the One-Step RFQ and One-Step RFP methods, this method of consultant selection requires more work and time than the other two methods. Consequently, the combined RFQ/RFP method is recommended for use when the scope of work is very complex or unusual.

### **Categorize work**

Descriptions of the categories of work, deliverables and the minimum qualification standards for each category must be clearly identified.

The local agency may prequalify consulting firms in the following (or more) categories:

- Roadway Design
- Bridge Design
- Bridge Inspection
- Traffic Engineering
- Environmental Services
- Roadway Construction Inspection and Administration
- Landscape Architecture
- Land Surveying
- Intelligent Transportation System (ITS)
- Federal-aid Highway Project Development Support Services



**Establish Minimum Qualifications**

In an effort to ensure quality performance and results, a consultant should be required to meet certain minimum qualifications to be eligible for consideration in the pre-qualification process.

General criteria guidelines should be established for consultant selection for a pre-qualified list. The criteria may be established by an individual or a panel of subject matter experts for the specific task of developing the criteria. Some agencies also establish appropriate weights for each criterion. It may be necessary to modify the criteria to fit specific cases. When a RFQ is published, it should state the criteria that will be used in the selection process.

Criteria for evaluating statements of qualifications, may include but are not limited to:

- Special expertise and experience of the firm's key employees
- Proposed staffing (include number of licensed and specialized staff) for the project and previous experience of those identified
- Experience of the firm and their personnel on previous projects similar to the one under consideration
- Consultant DBE Commitment document (see Exhibit 10-O1)
- Professional references by the firm with the local agency
- Understanding of the project by the firm as demonstrated by their approach to organizing and management of the work
- Current workload of the firm and their ability to meet the proposed project schedule
- Quality of previous performance by the firm with the local agency
- Use of sub-consultants to accomplish work on the project
- Equipment the firm has available and proposes to use as compatibility with Computer-Aided Drafting and Design (CADD) and other equipment proposed to be used in accomplishing the work
- Familiarity with federal, state, and local codes, requirements, standards, and procedure
- Examples of minimum qualifications for work categories above are provided here based on Caltrans best practices.

**Issue RFQ**

The need for services of a consulting firm may be advertised in appropriate national, state, and local publications and web sites. Notices can also be sent to firms known to be qualified to do specific work, to professional societies, and to recognized Disadvantaged Business Enterprises (DBE) organizations. The advertisements and notices seek statements of interest and qualifications from consultants who are interested in the project. The DBE goal is established at the master on-call contract and included in the solicitation document.

The SOQ should list consulting firm details, names of principals, office locations, personnel by discipline, project experience and examples, current workload, types of service the firms are qualified to perform, and previous performance. Also, resumes of key persons, specialists, and other associates that may be assigned to the project or projects should be included. This

information should be the basis for evaluating and placing a consulting firm on a general pre-qualification list.

Federal regulations require that any procedures related to pre-qualifying consultant cannot restrict competition.

Pre-qualification of consultants may be allowed as a condition for submitting a technical proposal for a contract only if the period between the date of the issuance of the RFP and the deadline for submitting a technical proposal affords sufficient time to enable a consultant to obtain pre-qualification status.

Another practice is to qualify consultants on a project-by-project basis. This is accomplished for some agencies by advertising or publishing notices in national, state, and local publications for needed services for specific, individual projects. These notices include a precise project location, a defined preliminary scope of services to be performed, a specific schedule within which the work is to be completed, and a list of products and deliverables to be provided by the consultant. Specific project advertisements usually are published when the proposed project is large and complex, in-house resources are not available, special expertise is required, or the objectivity of an outside authority is desired.

Appropriate Federal-aid requirements should be complied with on Federal-aid projects.

### **Set-Up Evaluation Process**

The first step in the evaluation process is to determine that each SOQ contains all forms, qualifications and other information required by the RFQ. Otherwise, the submittals may be considered nonresponsive and rejected without evaluation. Documentation of when each SOQ was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

If all required information is not provided, a SOQ may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed.

Local agency must establish a process by which SOQs are evaluated and consultants who are deemed meeting the minimum qualifications are accepted and placed on a pre-qualified list. Whether the Local agency has a “committee” of experts evaluating the SOQs or individuals responsible for the evaluation, the process must be well defined, open and transparent. The pre-qualification process must also allow for consultants to be re-evaluated in cases of denials. The local agency must specify how long the pre-qualified list last, not to exceed two years. Federal regulation recommends refreshing the SOQs on an annual basis.

Local agency Contract Administrator ensures that all committee members meet the conflict of interest requirements (23 CFR 172) by completing and signing a conflict of interest statement prior to selection process initiation. A sample conflict of interest form is provided in Exhibit 10-T.

**Evaluate Qualifications and Add Firm to List**

All SOQs received should first be reviewed for completeness. Each response must contain all required forms and any other information requested in the advertisement. The response may be considered incomplete and rejected without further evaluation if all required information is not provided or if the submittal is late.

The qualifications of all responding firms are then reviewed according to established evaluation criteria or factors. The agency then establishes a short list of at least three consultants that are determined to be the most highly qualified to perform the required work. Firms not selected should be notified in writing.

**Maintain List**

Pre-qualification of a consultant expires in two years. Pre-qualified consultants must renew their pre-qualification status every two years. Firms can apply to be on the list at any time. After a period of two years, firms should re-apply (repeat the process of submitting SOQs) to be on the list. In addition to the required two-year renewal process, the consultant should also be required to update the firm's organizational structure within one year when there is a corporate/affiliate change, ownership control, type of work expertise, capacity, or any other major change.

If the consultant does not meet the minimum requirements and their SOQ is rejected, the committee must respond to the consultant explaining the reason for their rejection. The consultant is allowed to reapply to be on the list again provided the reasons for rejection are corrected.

The list of qualified firms can be maintained online through the agency's website. Firms can also apply to be on the list through the agency website for ease of operation.

**Issue RFP to Pre-Qualified Consultants on List**

An RFP is sent to the short-listed firms. The RFP should indicate the content of the technical proposal, technical review procedures, anticipated schedule of activities, scope of work, project description, where the technical proposals are to be delivered, the number of copies required, and the due date.

Some agencies receive the technical proposal orally as part of an interview conducted for this purpose. In these cases, written documentation may not be required.

Items typically required in a technical proposal include:

- Work plan
- Organization plan
- Schedule for meeting time frame
- Available computer equipment and programs
- Staffing plan and resumes including sub-consultants
- Pre-award audit/financial package information (if deemed appropriate)
- Examples of similar work previously completed
- Sub-consultants, DBE, their proposed participation, and other related information

**Conduct Proposer's Conference or Answer Written Questions**

The local agency may allow for clarification of the RFP by inviting submittal of written questions or by conducting a proposer's conference, or by doing both. The local agency must publish or mail their responses to any written questions to all consultants receiving the RFP. No response should be given to verbal questions. It is important that all competing consultants receive the same information. If a proposer's conference is to be held, the exact time and place must be specified in the RFP. Attendance at a proposer's conference normally is not mandatory. However, consultants not attending the conference do not receive notes from the meeting unless they request the notes.

**Receive and Evaluate Technical Proposals**

The Contract Administrator must verify that each technical proposal contains all forms and other information required by the RFP. If all required information is not provided, a technical proposal may be considered nonresponsive and rejected without evaluation. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. Documentation of when each technical proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

A consultant selection committee with a minimum of three members is appointed at the beginning of the consultant selection process. The members of the consultant selection committee must evaluate each technical proposal according to the technical criteria listed in the RFP. A minimum of three technical proposals must be received and evaluated.

If only two technical proposals are received, a justification must be documented to proceed with the procurement. If only one technical proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (LAPM Exhibit 12-F) must be documented. In either case, the re-advertisement of the RFP should be considered as an option.

The committee must also evaluate reference checks and other information gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

**Develop Final Ranking and Notify Consultants of Results**

The selection committee discusses and documents the strengths and weaknesses of each technical proposal, interviews the three or more highest ranked consultants (shortlisted), and develops a final ranking of the highest ranked consultants. All consultants that submitted technical proposals must be informed about the final ranking of consultants. It is important that all competing consultants receive the same information.

Most consultants will request information as to why they were not the highest ranked. Therefore, the selection committee should keep notes as to why a particular consultant was not selected. When a consultant requests debriefing, the reasons for not being selected must be objective reasons. The consultant should not be compared to others and should not be provided with information about other consultants during this debriefing. Normally, the Contract



Administrator does the debriefing; however, any member of the selection committee may be designated to do the debriefing.

### **Request Cost Proposal and Negotiate Contract with Top-Ranked Consultant**

The first-ranked consultant is asked to provide a cost proposal to perform the work described in the draft contract and discussed at the scoping meeting. The work is to be performed according to the conditions described in the draft contract using the payment method described therein. Alternatively, if time is of the essence and it can be justified, sealed cost proposals may be requested from all of the consultants on the shortlist.

If the contract involves more than one project, the consultant must provide a separate cost proposal for each project in addition to a summary cost proposal for the total contract. If the contract involves milestones, the consultant must furnish a separate cost proposal for each milestone with a summary cost proposal for the total costs. If the contract involves subconsultants, the prime consultant must include a separate cost proposal for each subconsultant. Each subconsultant's cost proposal must follow the same format as the prime consultant's cost proposal.

Cost proposal (for both prime and all subconsultants) and contract audit and review documents, such as Exhibit 10-K and Exhibit 10-A, whichever applicable (see *Section 10.1.3: A&E Consultant Audit and Review Process*), will be submitted in a separate sealed envelope.

After the top-ranked consultant submits a sealed cost proposal, the local agency reviews the cost proposal and enters into negotiations. The goal of negotiation is to agree on a final contract that delivers to the local agency the services or products required at a fair and reasonable cost. The independent cost estimate, developed by the local agency in advance of requesting a cost proposal from the top-ranked consultant, is an important basis and tool for negotiations.

Negotiations should commence with the most qualified consultant. If agreement on a fair and reasonable price cannot be reached, negotiations should then be formally terminated. Negotiations then proceed to the next most qualified consultant, and so on. Each consultant's cost proposal must remain sealed until negotiations commence with that particular consultant. At the completion of successful cost negotiations, all remaining sealed envelopes containing cost proposals shall be returned to consultants.

A contract audit and review may be required (see *Section 10.1.3: A&E Consultant Audit and Review Process*). The local agency Contract Administrator is responsible for the submittal of all required documentations to Caltrans IOAI in a timely fashion, including all documents for a Conformance Review, if applicable. Negotiations may be completed after receipt of the Caltrans IOAI Conformance Letter. An indirect cost audit may be performed within the record retention period of the contract.

Items typically negotiated include:

- Work plan
- Schedule and deadlines (for deliverables and final duration of contract)
- Products to be delivered
- Classification, wage rates, and experience level of personnel to be assigned

- Other Direct Cost items, and profit or fee

The consultant's ICR is not a negotiable item. A lower rate cannot be negotiated by the local agency.

The local agency and the consultant will agree on the final cost proposal and incorporate into final contract.

Before executing the consultant contract, the local agency must review contract to ensure that all federal and state requirements have been met (see *Exhibit 10-C*), and all deficiencies identified in the Conformance Letter have been addressed and resolved, if applicable. The completed checklist is to be signed by the Contract Administrator and the original retained in the project file, one copy is to be sent to the DLAE (for review of completeness) and filing within 30 days after awarding the contract.

## 10.1.8 COMPLETING THE PROJECT

### Develop the Final Contract

The Contract Administrator requests a revised cost proposal from the consultant after: (1) negotiations have been completed, (2) the local agency and consultant have agreed to a fair and reasonable price, and (3) a letter, if applicable, is released by Caltrans IOAI that accepts, denies or makes an adjustment to the proposed ICR. The Contract Administrator should review the revised cost proposal to ensure that all the items and changes discussed during negotiation were included. This revised cost proposal then becomes the final cost proposal, is attached to and made a part of the consultant contract. Sample contract language and format have been included as [Exhibit 10-R: A&E Boilerplate Agreement Language](#).

The Contract Administrator has responsibility to ensure that the final negotiated contract is complete and has verified that all required backup documents have been provided. Copies of the contract are sent to the consultant for signature first.

### Review and Approval of Contracts

Proposed contracts for consultant services (including subcontracted work) must be reviewed by the local agency to verify that:

- Compensation is fair and reasonable and includes prevailing wage rates, if applicable;
- Work activities and schedules are consistent with the nature and scope of the project;
- DBE goal *Exhibit 10-O2: Consultant Contract DBE Commitment* is included for all contracts regardless of goal.;
- [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) (for Prime and Subs), and [Exhibit 10-A: A&E Consultant Financial Document Review Request](#) and Checklist and all supporting documents, if applicable (contracts above \$150,000), have been submitted to Caltrans IOAI;

- If applicable, adjustment or denial of the ICR identified in the Financial Review Letter have been included in the final cost proposal;
- [Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#) must be used to ensure that required documentation has been provided;
- A cost proposal (see [Exhibit 10-H: Sample Cost Proposal](#)), must include the costs of materials, direct salaries, payroll additions, other direct costs, indirect costs, fees, and backup calculations.

Before approving a contract for consulting services, the Contract Administrator must be satisfied that the consultant's organization:

- Is qualified to perform the services required;
- Is in a position, considering other work commitments, to provide competent and experienced personnel to perform the services in the time allowed;
- Is fully aware of all applicable federal and state laws including implementing regulations, design standards, specifications, previous commitments that must be incorporated into the design of the project, and administrative controls including those of Caltrans and FHWA.
- Has an adequate financial management system as required by the applicable federal regulations.
- Is not disbarred or suspended from state or federally funded contracts. Per 23 CFR 172.7(b)(3) "A contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180.

The contract must provide for a defined level of acceptability and a statement to the effect that the consultant may be required to modify its work as necessary; to meet that level of acceptability as defined in the contract. The contract shall provide for local agency reviews at appropriate stages during performance of the work, to determine if any changes or other actions are warranted.

The contract shall provide that the consultant and subconsultants shall maintain all books, documents, papers, accounting records, and other information pertaining to costs incurred. Such materials must be available for inspection and audit by federal, State, and local agency authorized representatives; and copies thereof shall be furnished, if requested.

Following final settlement of the contract accounts with the State or FHWA, such records and documents may be archived at the option of the local agency and shall be retained for a three-year period after processing of the final voucher by FHWA.

### **Execute Contract and Issue Notice to Proceed to Consultant**

The Contract Administrator sends the consultant a fully executed copy of the contract with an original signature and issues a notice to proceed. Funds may not be used to reimburse the agency for any work or costs incurred before the Authorization to Proceed is issued, or for

consultant costs incurred prior to the execution of the consultant contract. All executed contracts shall have a begin and end date. Local agency consultant selection and contract execution costs may be reimbursable.

For on-call contracts, a fully executed copy of the contract with original signatures will be sent to the consultant. Each subsequent task order (for individual project) will be accompanied with a copy of the signed task order and a Notice to Proceed, once it is negotiated and approved. Task order expiration dates may not exceed the Master On-call agreement end date.

### **Administer the Contract**

Project work begins as specified in the contract after the notice to proceed is issued to the consultant. Thereafter, the local agency manages and administers the contract to ensure that a complete and acceptable product is received on time, within standards, and within budget and terms of the contract.

Contract administration activities help to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

- Monitoring project progress and compliance with contract requirements;
- Receiving, reviewing and assessing reports, plans, and other required products/deliverables;
- Receiving and reviewing state prevailing wages. (See Department of Industrial Relations websites below.
  - [DIR FAQ](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html) website:  
[http://www.dir.ca.gov/OPRL/FAQ\\_PrevailingWage.html](http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html)
  - [DIR Wage Determination](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm) website:  
<http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>
- Reviewing invoices to ensure costs claimed are in accordance to the method of payment and contract cost proposal, approving payments;
- If new consultant personnel are added or substituted, labor rates must be verified prior to approving invoices.
- Record keeping and reporting;
- Controlling costs;
- Identifying changes to the scope of work and preparation of amendments (must ensure that any changes to the scope is within the constraints of the original RFP/RFQ;
- Completing the consultant performance evaluations (see [Exhibit 10-S: Consultant Performance Evaluation](#)).

### **Substitution of Consultant Personnel and Subconsultants**

After contract execution the consultant should not substitute key personnel (project manager and others listed by name in the cost proposal) or subconsultants without prior written



approval from the local agency. Refer to LAPM Chapter 9: *Civil Rights & Disadvantaged Business Enterprise* and Title 49 CFR 26 for DBE substitution requirements. To do so can result in the costs being ineligible for federal or state reimbursement. The consultant must request and justify the need for the substitution and obtain approval from the local agency prior to use of a different subconsultant on the contract.

The proposed substituted person must be as qualified as the original, and at the same or lower cost. For engineering types of consultant contracts, the consultant's project manager must be a registered engineer in the State of California.

### **Invoicing (or Progress Payments)**

The frequency and format of the invoices/progress payments are to be determined by the contract. Program Supplement Agreements (see [LAPM Chapter 3: Project Authorization](#)) need to have been prepared prior to any payments being requested. Payments to the consultant are to be in arrears. In other words, the consultant must have actually incurred and paid the costs before invoicing the local agency.

For federal reimbursement of consultant costs on a project, the local agency must submit the following to the DLAE, for each consultant or consulting firm used on the project (failure to do so will result in the consultant's invoices for reimbursement being returned to the agency unprocessed):

- Copy of Executed Consultant contract;
- [Exhibit 10-O1: Consultant Proposal DBE Commitment](#)
- [Exhibit 10-O2: Consultant Contract DBE Information](#)

DLAE must confirm that the local agency has submitted copies of [Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#) (for Prime and Subconsultants) to Caltrans IOAI and received acceptance of [Exhibit 10-C: Consultant Contract Reviewers Checklist](#) from Caltrans.

The local agency is to follow the procedures given in [LAPM Chapter 5: Invoicing](#), to obtain reimbursement of federal or state funds.

### **Contract Amendments**

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs. Only work within the original advertised scope of services shall be added by amendment to the contract. The addition of work outside the original advertised scope will make that work ineligible for federal or state reimbursement (see [Q&As](#) at: [http://www.fhwa.dot.gov/programadmin/172qa\\_01.cfm](http://www.fhwa.dot.gov/programadmin/172qa_01.cfm)).

There is no prescribed format for contract amendments. They may take the form of letter-type agreements meeting the legal requirements of the local agency, clearly outlining the changes and containing a mutually agreed upon method of compensation. Such agreements must conform to the requirements of this manual with regard to payment.

A consultant contract may be amended at any time prior to the expiration date of the original contract. The most common amendment is to extend the ending date of the contract. All contract amendments must be fully executed before the ending date of the contract. Failure to amend a contract prior to the ending date will make the subsequent costs ineligible for federal and state reimbursement.

For on-call consultant contracts, the amendment is restricted to the work (task order) that has already been started by the consultant and can not include any new work. Task orders are not considered an amendment and therefore not appropriate to extend the terms of the contract.

All contract amendments shall be negotiated following the same procedures as the negotiation of the original contract and must be in writing and fully executed by the consultant and local agency before reimbursable work begins on the amendment. For any additional engineering and design related services outside of the scope of work established in the original solicitation, a contracting agency shall either procure the series under a new solicitation, perform the work itself using agency staff, or use a different, existing contract under which the services would be within the scope of work. Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts. If an emergency exists of such magnitude that a delay cannot be tolerated, the local agency and the consultant may agree on an amendment initiating the work, so that reimbursable work may begin. The initiating amendment is then followed by a final amendment once the full scope of the emergency work is known and agreed to by both parties. In both cases, sufficient funding should be included in the amendments to pay for all work to be performed by the consultant. The final amendment must be executed as quickly as possible. Failure to fully comply with this section may result in the loss of local agency funding. [Section 10.1.3: A&E Consultant Audit and Review Process](#) of this chapter shall apply to the entire contract and must be completed prior to execution of the contract amendment. All amendments shall incorporate any current requirements of the federal regulations including the federal fiscal provisions and submit [Exhibit 10-C: Consultant Contract Reviewers Checklist to aeoversight@dot.ca.gov for review](#) completing Section D for amendments.

### Performance Evaluation

Pursuant to 23 CFR §172.9(d)(2) agencies are required to prepare an evaluation of the consultant when the project has been completed. The Contract Administrator evaluates the consultant's performance after the consultant's final report has been submitted, and the Contract Administrator has conducted a detailed evaluation with the consultant's project manager. See [Exhibit 10-S: Consultant Performance Evaluation](#) for a suggested format for use by the local agency.

### Project Records

Federal-Aid Highway Program funding recipients and sub-recipients must maintain adequate and readily accessible project performance and financial records, supporting documents, and other records considered pertinent to the grant agreement and in compliance with Federal laws and regulations (e.g., 23 USC 112; 40 USC 1101-1104, 23 CFR 172, 48 CFR 31, and 2 CFR Part

200). These records shall be maintained for a minimum of three (3) years following issuance of the final voucher from FHWA (forwarded by Caltrans) and the closure of all other pending matters (2 CFR Part 200.333).

For audit purposes, project records and documentation shall be kept for three (3) years after payment of the final federal or state voucher. Among the records to be retained are as follows (not an all-inclusive list):

- Copies of RFPs and RFQs, changes, addendums, etc. and bidder's list;
- Documentation of DBE participation (including [Exhibit 10-O1: Consultant Proposal DBE Commitment](#) and [Exhibit 10-O2: Consultant Contract DBE Commitment](#));
- Solicitation and advertisement records;
- Identification of selection committee members;
- Record of receiving proposals, statement of qualifications;
- Evaluation and ranking records such as original score sheets from all panel members, short list questions and other documentation (see [Exhibit 10-B: Suggested Consultant Evaluation Sheet](#));
- Independent cost estimate (prepared in advance of requesting a cost proposal from the top-ranked consultant);
- Record of negotiations (to include a separate negotiation of profit in accordance with federal guidelines);
- Financial Review Letter and Cognizant Agency Letter, when applicable;
- CPA-audited ICR Audit Report or Approved State DOT Cognizant Indirect Rate Letter, if any;
- Consultant Certification of Costs and Financial Management ([Exhibit 10-K: Consultant Certification of Contract Costs and Financial Management System](#)) for contracts over \$150,000 or more;
- A&E Consultant Audit Request Letter and Checklist ([Exhibit 10-A: A&E Consultant Audit Request Letter and Checklist](#)) for contracts over \$150,000 and all supporting documentation.
- Executed consultant contracts, cost proposals and amendments (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#) and [Exhibit 10-H: Sample Cost Proposal](#));
- Contract oversight and progress meeting documents;
- Progress and final payments, and supporting documentation;
- Performance evaluation (see [Exhibit 10-S: Consultant Performance Evaluation](#));
- Consultant contract checklists (see [Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#));

- Accounting records documenting compliance with State and federal administrative requirements;
- Certifications and Conflict of Interest forms ([Exhibit 10-T: Conflict of Interest & Confidentiality Statement](#), all personnel involved in the procurement of the agreement should complete Exhibit 10-T [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) and [Exhibit 10-Q: Disclosure of Lobbying Activities](#), as appropriate). Exhibit 10-Q is included in the solicitation and shall be completed if the consultant needs to disclose any lobbying activities.

### Retention Clauses

At the option of the local agency, a retention clause may be included in the consultant contract. A retention clause in the consultant contract is recommended (see [Exhibit 10-R: A&E Boilerplate Agreement Language](#), Article XXXI).

### Review of Local Agency Actions

Federal-aid or state reimbursement is contingent on meeting the federal or state requirements and can be withdrawn, if these procedures are not followed and documented. The local agency files are to be maintained in a manner to facilitate future FHWA or Caltrans process reviews and audits. As specified in the Review and Approval of Contracts above, the Contract Administrator must review the proposed consultant contract before execution.

[Exhibit 10-C: A&E Consultant Contract Reviewers Checklist](#) is to be completed and signed. A copy shall be emailed to Caltrans at [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov) prior to contract award for acceptance. This acceptance of [Exhibit 10-C](#) must be retained in the local agency project files.

## 10.1.9 MISCELLANEOUS CONSIDERATIONS

### Agreements with Other Governmental Agencies

Intergovernmental or inter-entity agreements are encouraged if appropriate. If another governmental agency is requested to do work or provide services to an agency, an interagency agreement is needed. See 2 CFR 200 and CA Government Codes 10340 and 11256.

### Small Purchase Contracts

Contracts that are less than \$250,000 are considered small contracts in accordance with federal regulations. However, within the State of California, there is not a recognized small purchase procedure. For federal contracts that are less than \$250,000 and are not anticipated to exceed this amount, the agency shall use the *State-Only Funded A&E Contracts: Section 10.2*. If the contract is anticipated to exceed \$250,000, use one of the accepted procurement procedures listed in the previous sections. Small contracts using the simplified acquisition procedure shall not exceed \$250,000 or the additional costs are considered not reimbursable. The entire contract could also be considered ineligible by FHWA depending on circumstances. The scope of work, project phases, and contract requirements shall not be broken down into smaller components to



permit the use of small purchase procedure. DBE requirements apply for all federally funded projects.

### **Noncompetitive Negotiated Contracts (Sole-Source)**

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under sealed bids or competitive proposals (23 CFR 172.7(a)(3)).

FHWA considers these types of contracts as Sole Source contracts and should be used only in very limited circumstances. A Public Interest Finding prepared by the local agency and approved by Caltrans is required before establishing these services (23 CFR 172.7(a)(3); also see [Exhibit 12-F: Cost-Effectiveness/Public Interest Finding](#)).

Conditions under which noncompetitive negotiated contracts may be acceptable include:

- Only one organization is qualified to do the work;
- An emergency exists of such magnitude that cannot permit delay;
- Competition is determined to be inadequate after solicitation of a number of sources.

The local agency shall:

- Follow its defined process for noncompetitive negotiation;
- Develop an adequate scope of work, evaluation factors, and cost estimate before solicitation;
- Conduct negotiations to ensure a fair and reasonable cost.

The local agency must carefully document details of the special conditions, obtain Caltrans approval on a Public Interest Finding and retain all documents in the project files for future Caltrans' or FHWA's review.

A Public Interest Finding (see [Exhibit 12-F: Cost-Effectiveness/Public Interest Finding](#)) is not required for a local agency to be reimbursed for contract administration activities associated with non-infrastructure type projects such as many Safe Routes to School or Transportation Alternatives Program projects.).

### **Personal Services Contracts**

A personal services contract is characterized by the employer-employee relationship created between the local agency and the contract personnel who essentially perform similar duties as the employees. Such services must be under the direction and control of a full-time employee of the local agency in responsible charge. Compensation for construction engineering services should be based on actual costs incurred, plus a fixed fee, or in the case of individual compensation on an agreed-upon hourly or daily rate. Lump sum payments should not be used for construction engineering services.

For personal service contracts, the following information must be documented by the local agency and retained in the project files:

- Explanation of the services needed, and why they cannot be provided by the local agency;
- Name and qualification of the consultant, who provided the services;
- Documentation of the fees showing how the fee was calculated, and that it is reasonable by comparative standards;
- Any other records needed to show compliance with federal-aid program regulations.

### **Retaining a Consultant as an Agency Engineer or in Management Support Role**

A local agency may retain qualified consultants in a management support role on its staff in professional capacities for federal-aid projects such as:

- A City Engineer (or equivalent) who manages the engineering unit for the city, providing oversight of a project, series of projects, managing or directing work of other consultants or contractors on behalf of the City.
- A County Engineer (or equivalent) who manages the engineering unit for the county such as duties described above.
- A Project Manager (or equivalent) who manages and oversees a project, series of projects or the work of other consultants and contractors on behalf of the public agency
- A Program Manager (or equivalent) who manages and oversees an element of a highway program, function, or service on behalf of the public agency

However, typically a consultant in a management support role is not:

- A consultant engineer performing project-specific design, and/or construction contract administration and construction engineering for the public agency
- A consultant providing support to administrative duties such as federal authorization process, labor compliance activities, and other management and administrative tasks.

The use of a consultant in a management support role should be limited to unique or very unusual situations. These situations require a thorough justification as to why the local agency cannot perform the management. Consultants used in management support roles must be selected using the same procedures as those for other consultants specified in this chapter. Consultants in a Management Support Role funded by local or state funds must have approval from FHWA to be considered qualified to manage federal projects or consultants providing services on federal projects.

Eligibility for federal or state reimbursement for a consultant in a management support role requires the following:

- Compliance with the selection procedures specified in this chapter;
- Existence of a contract between the local agency and the consultant specifying the local agency engineering services to be performed;
- Written designation by the local agency of the responsibilities and authority of the consultant as an agency engineer;

- For a federal-aid project, completion of [\*Exhibit 10-T: Conflict of Interest & Confidentiality Statement\*](#) by all members (both consultants and employees) prior to participating in the Architect & Engineering (A&E) Selection Panel pertaining to the specific selection process and the firms being considered;
- Selection of consultants for A&E management positions shall be by the use of qualification based selection procedures on an open and competitive basis resulting in a contract with defined beginning and ending dates not to exceed five (5) years;
- For a federal-aid project, a local agency consultant in a management support role shall not:
  - Participate in, or exercise authority over the A&E selection process, if that consultant's firm is one of the proposing firms, or subconsultant to a proposing firm;
  - Participate in, or exercise authority over management of work performed by the consultant's firm, or to a consultant's firm of which the local agency consultant firm is a subconsultant. This would include, but not be limited to, managing or directing the work, approving changes in the schedule, scope, or deliverables; and approving invoices.
  - Apply for or receive reimbursement of federal-aid funds for the local agency's federal-aid project if either of the foregoing has occurred. However, reimbursement for the construction contract portion of the project will still be allowed provided all other federal-aid requirements have been met.
  - Where benefiting more than a single federal-aid project, allocability of consultant contract costs for services related to a management support role shall be distributed consistent with the cost principles applicable to the contracting agency in 23 CFR 172.7(b)(5).

If engineering services for a project are within the scope of the services described in the retained consultant's contract, these services may be performed by the person or firm designated as an agency engineer. If the services are not within the scope, eligibility for federal reimbursement for these services require a new consultant contract to be developed using the selection procedures in this chapter. Retained consultants involved in the preparation of the RFP or RFQ shall not be considered in the selection of consultants for the resulting project specific work.

When engineering or architectural consultants in a management support role are procured with federal-aid funds, the local agency (subgrantee) shall fully comply with the following:

- Subparagraphs of 2 CFR 200.318 maintain a contract administration system and maintain a written code of standards. No employee, officer or agent of the subgrantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- Subparagraph of 23 CFR §172.7(b) requires that the local agency shall receive approval from FHWA. In addition, any federal-aid projects designated as Projects of Division Interest may also need approval from FHWA.

- Liability insurance should normally be required from the consultant (errors and omissions, etc.).

For federally funded projects, local agencies that solicit to hire A&E consultant(s) in a management support role must obtain FHWA approval prior to contract execution.

In order for a contract for a consultant in a management support role to be federally eligible, the following are required prior to contract execution:

- The local agency shall submit a request for approval via email, the Scope of Work (SOW) and Conflict of Interest (COI) Policy to the Division of Local Assistance-Headquarters (DLA-HQ) at [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov), prior to solicitation.
- Once the local agency receives FHWA's written response, the local agency may need to revise the documents reflecting FHWA's opinions and can proceed with the RFQ.
- After consultant selection, the local agency shall submit the completed [Exhibit 10-U: Consultant in Management Support Role Conflict of Interest and Confidentiality Statement](#) to the DLA-HQ at [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov). Local agency will receive FHWA's approved [Exhibit 10-U](#) via email.

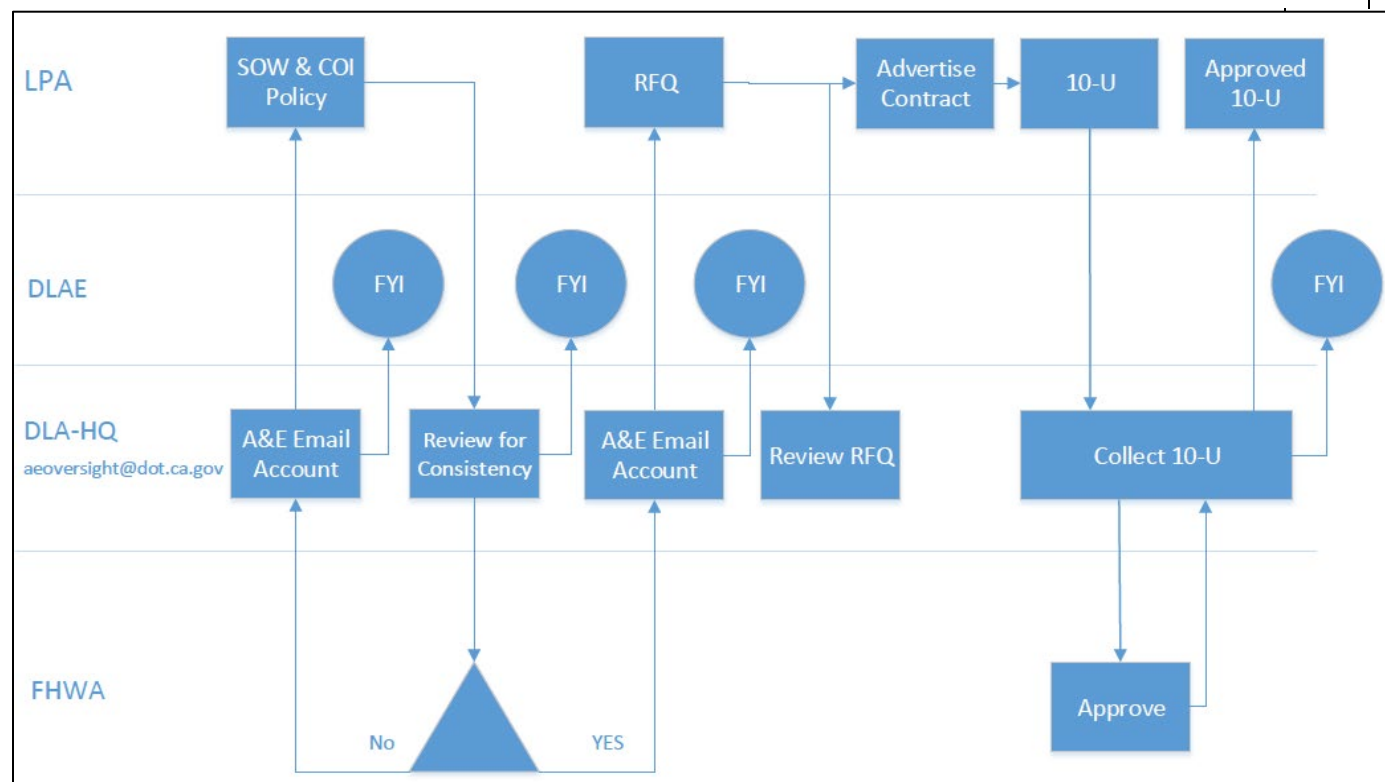


Figure 10-5: Consultant in a Management Support Role Flowchart



## Construction Engineering Services

Under federal-aid regulations and state policy, the primary responsibility for general supervision of construction must remain with the local agency. The local agency must also ensure that the work is performed in accordance with the approved plans and specifications, by employing or retaining as a consultant a registered engineer for construction engineering services on the project.

All construction engineering activities performed by a consultant must be under the overall supervision of a full-time employee of the agency who is in responsible charge. These activities may include preparation of contract change orders, construction surveys, foundation investigations, measurement, and computation of quantities, testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that the construction is being performed in accordance with the plans and specifications. The construction engineering consultant's contract defines the relative authorities and responsibilities of the full-time employee of the local agency in charge of the project and the consultant's construction engineering staff.

If a technical inspection consultant is to provide professional assistance to the local agency, a formal consultant contract must be executed which follows this chapter's requirements. The contract shall provide for reviews at appropriate stages during performance of the work to determine if any changes or other actions are warranted. These reviews are to be made by the local agency.

### 10.1.10 PROGRAM MANAGEMENT

According to 23 CFR §172.5, local agencies are required to adopt written policies and procedures prescribed by Caltrans. The local agency shall adopt Caltrans Local Assistance Chapter 10: *Consultant Selection*. Local agencies are responsible for providing all resources necessary for the procurement, management, and administration of A&E consultant contracts including subcontracts. Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;

- Monitoring the consultant's work and compliance with the terms, conditions, and specifications of the contract;
- Preparing a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services;
- Closing-out a contract;
- Retaining supporting programmatic and contract records, as specified in 2 CFR 200.333 and the requirements of this part;
- Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;
- Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and

- Resolving disputes in the procurement, management, and administration of engineering and design related consultant services.

An example resolution is located at:

<http://www.dot.ca.gov/hq/LocalPrograms/AE/2018/P&P-Adoption-Resolution.doc>












### 10.1.11 REFERENCES

- [\*23 CFR, Part 172\*](#)  
Administration of Engineering and Design Related Service Contracts  
<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=23:1.0.1.2.3>
- [\*40 USC, Section 1104\*](#)  
Brooks Act <http://www.fhwa.dot.gov/programadmin/121205.cfm>
- [\*41 CFR\*](#)  
Public Contracts and Property Management  
[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title41/41tab_02.tpl)
- [\*41 USC\*](#)  
Public Contracts  
<http://law.onecle.com/uscode/41/index.html>
- [\*23 USC\*](#)  
Letting of Contracts  
<http://www.fhwa.dot.gov/map21/docs/title23usc.pdf>
- [\*48 CFR, Chapter 1, Part 15.404\*](#)  
<https://www.acquisition.gov/far/html/FARTOCP15.html>
- [\*48 CFR, Chapter 1, Part 31\*](#)  
<https://www.acquisition.gov/far/html/FARTOCP15.html>
- [\*Title 48, Part 16 – Types of Contracts\*](#)  
<http://www.elaws.us/subscriber/signin?returnurl=http://federal.elaws.us/cfr/title/4/10/2013/title48/chapter1/part16&IsHistory=1&AspxAutoDetectCookieSupport=1>
- [\*48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts\*](#)  
<https://www.law.cornell.edu/cfr/text/48/part-27/subpart-27.3>
- [\*48 CFR 31.201-3\*](#)  
<https://www.gpo.gov/fdsys/pkg/CFR-2011-title48-vol1/pdf/CFR-2011-title48-vol1-sec31-201-6.pdf>
- [\*48 CFR, Chapter 99 – Cost Accounting Standards, Subpart 9900\*](#)  
<https://www.gpo.gov/fdsys/granule/CFR-2002-title48-vol7/CFR-2002-title48-vol7-chap99>

- [2 CFR Part 200](http://www.ecfr.gov/cgi-bin/text-idx?SID=eb0db4a32ce93fdc5815e6fe58791d9d&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)  
[http://www.ecfr.gov/cgi-bin/text-idx?SID=eb0db4a32ce93fdc5815e6fe58791d9d&mc=true&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=eb0db4a32ce93fdc5815e6fe58791d9d&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- [49 CFR, Part 26](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl)  
Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs  
[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl)
- [American Association of State Highway and Transportation Officials \(AASHTO\) Uniform Audit and Accounting Guide](http://audit.transportation.org/Pages/default.aspx)  
<http://audit.transportation.org/Pages/default.aspx>
- [Caltrans Division of Procurement and Contracts Website](http://www.dot.ca.gov/dpac/index.html)  
<http://www.dot.ca.gov/dpac/index.html>
- [California Labor Code, Section 1775](http://law.onecle.com/california/labor/1775.html)  
<http://law.onecle.com/california/labor/1775.html>
- [Government Auditing Standards \(GAS\) issued by the United States Government Accountability Office](http://www.gao.gov/yellowbook/overview)  
<http://www.gao.gov/yellowbook/overview>
- [Government Code Sections 4525 through 4529.5](http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=04001-05000&file=4525-4529.5)  
<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=04001-05000&file=4525-4529.5>
- [OMB Circular A-110](https://www.whitehouse.gov/omb/circulars_a110)  
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations  
[https://www.whitehouse.gov/omb/circulars\\_a110](https://www.whitehouse.gov/omb/circulars_a110)
- [Standard Environmental Reference \(SER\)](http://www.dot.ca.gov/ser/)  
<http://www.dot.ca.gov/ser/>

**FHWA:** this is the new State-Only funded section that will be used for state-only funded projects.

## 10.2: STATE-ONLY FUNDED A&E CONTRACTS

A&E State-Only	<i>Division of Local Assistance Minimum Requirements for State-only funded A&amp;E Contracts</i>
	A. Written Procedures
	B. Conflict of Interest
	C. Records
	D. Full & Open Competition
	E. Selection Basis
	F. Publication
	G. Solicitation
	H. Cost Analysis
	I. Negotiations
	J. Audit and Review Process
	K. Exhibit 10-C.2: State-Only Funded A&E Consultant Contracts



### 10.2.1 GENERAL

Local Agencies are required to follow all applicable local and state regulations including those listed in LAPM Chapter 10 in accordance with their State Master Agreement. Although the requirements listed in this section are minimum requirements, the local agency shall use good engineering judgment and best practices to document their processes and procedures when procuring A&E contracts utilizing qualifications based selections.

All consultants must comply with 48 Code of Federal Regulations (CFR) Part 31: *Contract Cost Principles and Procedures*. Also, consultants and Local Agencies must comply with 2 CFR Part 200: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, excluding sections §200.318-200.326 *Procurement Standards* (reference Federal Highway Administration December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance, Attachment A).

Agency state-only funded (SOF) agreements must contain the required federal fiscal provisions from 2 CFR 200 in all Division of Local Assistance funded agreements. Exhibit 10-R: *A&E Boilerplate Agreement Language* contains 2 CFR 200 requirements and may also be used in SOF agreements. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

All proposed A&E contracts and supporting documents (including state-only funded) are subject to audit or review by Caltrans' Independent Office of Audits and Investigations (IOAI), other state audit organizations, or the federal government and required to follow LAPM Section 10.1.3 *A&E Consultant Audit and Review Process*.

For consultant contracts, procured with local or state funds, to provide services for federal-aid projects, or to oversee or manage other consultants providing these services, the Consultant in Management Support Role process must be completed to be eligible for reimbursement. Refer to Chapter 10.1.9 Miscellaneous Considerations: *Retaining a Consultant as an Agency Engineer or in a Management Support Role* <http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch10.pdf>.

DBE contract goals are not required for state-only funded contracts.

This guidance is for contracts utilizing state funds only. If any federal funds are added or reimbursed, the federal process must be followed.

Non-A&E consultant contracts reference LAPM Section 10.3: *Non-A&E Contracts*.

**Reference:** *California Government Code Title 1, Division 5, Chapter 10, Contracts with Private Architects, Engineering, Land Surveying, and Construction Project Management Firms §4525-4529.5.*

### 10.2.2 DEFINITION OF A&E

Architectural, landscape architectural, engineering, environmental, and land surveying services includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.

Construction project management means those services provided by a licensed architect, registered engineer, or licensed general contractor. Any individual or firm proposing to provide construction project management services shall provide evidence that the individual or firm and its personnel carrying out onsite responsibilities have expertise and experience in construction project design review and evaluation, construction mobilization and supervision, bid evaluation, project scheduling, cost-benefit analysis, claims review and negotiation, and general management and administration of a construction project.

Environmental services mean those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws.

**Reference:** *California Government Code §4527*

### **10.2.3 MINIMUM AUDIT REQUIREMENTS**

#### **A. Written Procedures**

Local agencies shall follow the minimum requirements listed below in addition to any local laws and regulations.

**Reference:** *California Government Code §4526*

#### **B. Conflict of Interest**

The local agency must develop and maintain a written code of conduct governing the performance of its employees engaged in the award and administration of state funded contracts, including the prevention of conflicts of interest.

##### **References:**

*California Government Code §4526*

*California Government Code §1090*

*California Government Code §4529.12*

#### **C. Records**

Local agencies shall keep adequate records of all contracts including the procurement, project management, accounting and financial administration.

##### **References:**

*California Government Code §4529.14*

*California Government Code §4006*

#### **D. Full & Open competition**

All A&E contracts shall be procured through a qualifications based selection utilizing open and fair competition. Evaluate at least three consultants using published evaluation criteria and rank these firms in order of preference.

##### **References:**

*California Government Code §4526*

*California Government Code §4527*

**E. Selection Basis**

Selection of a firm shall be based on qualifications and the order of ranked preference.

**References:**

*California Government Code §4526*

*California Government Code §4527*

**F. Publication**

Solicitations for A&E contracts shall be in a manner that is open and competitive.

**Reference:** *California Government Code §4527*

**G. Solicitation**

The solicitations shall include published evaluation criteria to rank in order of preference. Clearly define expectations in the solicitation in order to evaluate firms.

**Reference:** *California Government Code §4527*

**H. Cost Analysis**

An independent cost comparison to the consultant's cost proposal shall be done in order to ensure the contract is negotiated at a fair and reasonable price.

**Reference:** *California Government Code §4528*

**I. Negotiations**

Negotiations must be documented to verify a fair and reasonable contract has been executed using public funds.

**Reference:** *California Government Code §4528*

**J. Audit and Review Process**

A&E contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits. All agencies shall follow the Audit and Review Process as stated in LAPM Section 10.3: *A&E Consultant Audit and Review Process*.

<http://www.dot.ca.gov/hq/LocalPrograms/lam/LAPM/ch10.pdf>

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10a.pdf>

**Reference:** *California Government Code §4529.14*

**K. Exhibit 10-C.2: State-Only Funded A&E Contracts**

Exhibit 10-C.2: *State-Only Funded A&E Consultant Contract Reviewers Checklist* must be sent to [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov) for review prior to contract award.

## **CA Government Code References**

### **California GOV §1090**

*(a) Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they*

*are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.*

*(b) An individual shall not aid or abet a Member of the Legislature or a state, county, district, judicial district, or city officer or employee in violating subdivision (a).*

*(c) As used in this article, "district" means any agency of the state formed pursuant to general law or special act, for the local performance of governmental or proprietary functions within limited boundaries.*

### **California GOV §4006**

*Plans, specifications, work authorizations describing work to be performed, and all other information referred to in this chapter are open to inspection and examination as a public record.*

### **California GOV §4525**

*For purposes of this chapter, the following terms have the following meaning:*

*(a) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture, landscape architecture, engineering, environmental services, land surveying, or construction project management.*

*(b) "State agency head" means the secretary, administrator, or head of a department, agency, or bureau of the State of California authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.*

*(c) "Local agency head" means the secretary, administrator, or head of a department, agency, or bureau of any city, county, city and county, whether general law or chartered, or any district which is authorized to contract for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services.*

*(d) "Architectural, landscape architectural, engineering, environmental, and land surveying services" includes those professional services of an architectural, landscape architectural, engineering, environmental, or land surveying nature as well as incidental services that members of these professions and those in their employ may logically or justifiably perform.*

*(e) "Construction project management" means those services provided by a licensed architect, registered engineer, or licensed general contractor which meet the requirements of Section 4529.5 for management and supervision of work performed on state construction projects.*

*(f) "Environmental services" means those services performed in connection with project development and permit processing in order to comply with federal and state environmental laws. "Environmental services" also includes the processing and awarding of claims pursuant to Chapter 6.75 (commencing with Section 25299.10) of Division 20 of the Health and Safety Code.*

### **California GOV §4526**

*Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. In order to implement this method of selection, state agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services shall adopt by regulation, and local agency heads contracting for private architectural, landscape architectural, professional engineering, environmental, land surveying, and construction project management services may adopt by ordinance, procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the public*



*agencies. Furthermore, these procedures shall assure maximum participation of small business firms, as defined by the Director of General Services pursuant to Section 14837.*

*In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when those employees have a relationship with a person or business entity seeking a contract under this section which would subject those employees to the prohibition of Section 87100.*

**California GOV §4527**

*In the procurement of architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services, the state agency head shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data.*

*(a) When the selection is by a state agency head, statewide announcement of all projects requiring architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services shall be made by the agency head through publications of the respective professional societies. The agency head, for each proposed project, shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services and then shall select therefrom, in order of preference, based upon criteria established and published by him or her, no less than three of the firms deemed to be the most highly qualified to provide the services required.*

*(b) When the selection is by a local agency head, the agency head may undertake the procedures described in subdivision (a). In addition, these procedures shall specifically prohibit practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration, and shall specifically prohibit government agency employees from participating in the selection process when these employees have a relationship with a person or business entity seeking a contract under this section.*

**California GOV §4528**

*(a) When the selection is by a state agency head the following procedures shall apply:*

*(1) The state agency head shall negotiate a contract with the best qualified firm for architectural, landscape architectural, engineering, environmental, land surveying, and construction project management services at compensation which the state agency head determines is fair and reasonable to the State of California or the political subdivision involved.*

*(2) Should the state agency head be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the agency head determines to be fair and reasonable to the State of California or the political subdivision involved, negotiations with that firm shall be formally terminated. The state agency head shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the state agency head shall terminate negotiations. The state agency head shall then undertake negotiations with the third most qualified firm.*

*(3) Should the state agency head be unable to negotiate a satisfactory contract with any of the selected firms, the state agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this chapter until an agreement is reached.*

*(b) When the selection is by a local agency head, the local agency head may undertake the procedures described in subdivision (a).*

**California GOV §4529**

*This chapter shall not apply where the state or local agency head determines that the services needed are more of a technical nature and involve little professional judgment and that requiring bids would be in the public interest.*

**California GOV §4529.12**

*All architectural and engineering services shall be procured pursuant to a fair, competitive selection process which prohibits governmental agency employees from participating in the selection process when they have a financial or business relationship with any private entity seeking the contract, and the procedure shall require compliance with all laws regarding political contributions, conflicts of interest or unlawful activities.*

**California GOV §4529.14**

*Architectural and engineering services contracts procured by public agencies shall be subject to standard accounting practices and may require financial and performance audits as necessary to ensure contract services are delivered within the agreed schedule and budget.*

**California GOV §4529.20**

*This act seeks to comprehensively regulate the matters which are contained within its provisions. These are matters of statewide concern and when enacted are intended to apply to charter cities as well as all other governmental entities.*

**Federal Highway Administration Memorandum 2 CFR 200 Implementation Guidance**  
**12/4/2014**

**Attachment A: FHWA 2 CFR 200 Uniform Guidance – Questions and Answers**

*Question 21: “Will the FHWA/USDOT provide a waiver of the requirements in 2 CFR 200.317 for subrecipients to comply with State procurement requirements or other policies and procedures approved by the State (200.317)?”*

*Answer: Yes. The USDOT requested and received an OMB waiver of the requirements in 2 CFR 200.317 concerning procurement by subrecipients. This waiver provides an exception to the requirement for all subrecipients of a state to follow the procurement requirements in Sections 200.318 through 200.326. The waiver will allow States and subrecipients to continue to use state-approved procurement procedures as they did under part 18 prior to the adoption of the Uniform Guidance.*

**Figure 10.2 State-Only Funded Procurement Criteria**

To comply with CA Government Code (GC) 4525-4529.5, 48 Code of Federal Regulations (CFR) Part 31: Contract Cost Principles and Procedures, 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (excluding sections 200.318-200.326), Caltrans Local Assistance Procedures Manual (LAPM) and other applicable STATE and FEDERAL regulations.

A&E Consultants		
Requirements for LGAs that use State funding		Use State requirements below
A.	Written Procedures	GC 4526
B.	Conflict of Interest	GC 1090, GC 4527(b), GC 4529.12
C.	Records	GC 4529.14, 4006
D.	Full & Open Competition	GC 4526, GC 4527, GC 4529.12
E.	Selection Basis	GC 4526*, 4527
F.	Publication	GC 4527
G.	Solicitation	GC 4527
H.	Cost Analysis	GC 4528
I.	Negotiations	GC 4528
J.	A&I Audit & Review Process	GC 4529.14, LAPM Ch. 10, 2 CFR 200
K.	Exhibit 10-C.2: State-Only Funded A&E Consultant Contracts	LAPM Ch. 10.2

\*Mini Brooks Act - State regulation requiring the initial selection of engineering and architecture firms be based upon qualifications and experience rather than by price. Price is then later negotiated.

## 10.3: NON-A&E CONTRACTS

### SCOPE

This section covers the procurement requirements for the services that are not included in Section 10.1 Federal and Section 10.2 State-Only. This guidance is for contracts utilizing federal-aid funds and state funds. Federal regulations refer to state and local regulations for non-A&E type contracts. Although local agencies are required to follow 2 CFR 200: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* for all contracts, the Procurement Standards section §200.318-200.326 is exempt. The guidance in this section follows the established regulations in the California Public Contract Code. Depending upon the scope of work, the required contract provisions may need to include the California State Prevailing Wages.

Local agency shall designate one person within the local agency as a contract manager.

(PCC 10348.5)

### DETERMINING NON-A&E

After identifying that there is a need for consulting services, the local agency shall determine that the services needed are more of a technical nature and involve minimal professional judgement and that requiring a cost proposal would be in the public's best interest. These type of consultant services that are not directly related to a highway construction project or that are not included in the definition of engineering and design related services are considered non-A&E. The services must not be included in Section 10.2.2 Definition of A&E.

The determining factor is whether the services being procured are related to a specific construction project and whether the services require work to be performed, provided by, or under the direction of a registered engineer or architect.

### EXAMPLE OF DETERMINING NON-A&E

Material testing has been requested to ensure quality assurance on a construction project. The service includes only performing the material test and providing material test data. Although the service is related to a construction project, the overall service did not provide an evaluation or a discipline report. In this example, the local agency can determine that the service provided is more of a technical nature and is therefore a non-A&E service.

The following is a list of the more common non-A&E services:

- Right-of-Way Appraisal
- Right-of Way acquisition activities
- Conducting public outreach during environmental clearance or construction
- Active Transportation Program educational and outreach activities
- Intelligent Transportation System (ITS)
- Non-Infrastructure



## INTELLIGENT TRANSPORTATION SYSTEM (ITS) PROJECTS

Intelligent Transportation System (ITS) means electronic, communications, or information processing used singly or in combination to improve the efficiency or safety of a surface transportation system. ITS projects are those that in whole or in part, funds the acquisition of technologies or systems of technologies that provide significant contributions to the provision of one or more ITS user services as defined in the National ITS Architecture.

The federal-aid procurement regulations identify three possible contract procurement procedures for ITS projects including engineering and design related services (A&E), construction, and non-engineering/non-architectural (non-A&E).

If ITS projects include physical installation of field devices and/or communications infrastructure, such as new traffic signals, new controller cabinets, changeable message signs, radio and computers, vehicle detectors, and conduits for cabling in the roadway, then that work and required equipment usually meets the definition of construction. The construction contract must be procured based on competitive bidding. If the ITS project involves software development, system integration, hiring engineers and specialists for ITS design and installation support, inspection, design documentation, training and deployment, it may be considered an engineering and design services contract and the contract must be procured as an A&E consultant contract. If the scope of work is unclear as to whether it is an A&E type of work, contact [aeoversight@dot.ca.gov](mailto:aeoversight@dot.ca.gov) for assistance.

However, if an ITS project does not meet either the definition of construction or engineering and design services, then the contract may be considered to be a non-A&E consultant contract.

Examples of non-A&E consultant contracts are:

- The procurement of hardware and software associated with incident management system;
- Software systems for arterial and freeway management systems;
- Operating the 511 traveler information service;
- Nonprofessional services for system support such as independent validation and verification, testing and specification development;

For more information regarding Intelligent Transportation Systems (ITS) Program procurement requirements, refer to LAPG, Chapter 13 LAPG Chapter 13: Intelligent Transportation Systems.

## NON-INFRASTRUCTURE PROJECTS

Non-infrastructure (NI) projects are those transportation-related projects that do not involve either engineering design, Right-of-Way acquisition (for additional guidance refer to LAPM Chapter 13), or the eventual physical construction of transportation facilities.

Procurement of non-A&E consultant contracts associated with non-infrastructure projects must follow Non-A&E procurement procedures described in this chapter. For more information on NI projects, refer to LAPM Chapter 3: Project Authorization.

**GOVERNING REGULATIONS AND CODES FOR NON-A&E**

When procuring non-A&E services with federal-aid funds, Local agencies must comply with 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, excluding sections §200.318-200.326 Procurement Standards (reference Federal Highway Administration December 4, 2014 Memorandum Action: 2 CFR 200 Implementation Guidance, Attachment A). Local agencies must follow the same policies and procedures that the State uses for procurement with its non-Federal funds. When procuring non-A&E services with federal-aid and state-only funds, the governing procurement code is Public Contract Code 10335-10381.

**PROCUREMENT OF NON-A&E CONSULTANT CONTRACTS**

All non-A&E procurements contracts must be conducted in a manner providing full and open competition consistent with federal and state standards. Local agency must meet the code of conduct governing the performance of its employees engaged in the award and administration of federal-aid and state-funded contracts, including the preventions of conflict of interest in PCC 10410.

The following are the fundamental rules when procuring a non-A&E consultant contract.

1. The request for proposal (RFP) shall not limit the competition directly or indirectly to any one consultant. The RFP must be publicized and all evaluation factors and their relative importance identified. (PCC 10339)
2. Splitting a single transaction into a series of transactions for the purpose of evading the procurement requirements is not allowed. (PCC 10329)
3. Local agency shall secure at least three competitive proposals for each contract. (PCC 10340)  
When receiving less than three proposals, refer to the Cost-Effective/Public Interest Finding in this section as an alternative to re-advertisement.
4. No proposals shall be considered which have not been received at the place, and prior to the closing time as stated in the RFP. (PCC 10344(a))
5. Local agency must have a written procedure for evaluating proposals. (PCC 10344)

**RFP BASIC REQUIREMENTS**

- A. There are two general types of consulting service contract solicitations:
- B. Request for Proposal using Cost only
- C. Request for Proposal using Cost and Qualifications

The local agency must include the following in the request for proposal:

- A. A clear, precise description of the work to be performed or services to be provided.
- B. Description of the format that proposals shall follow and the elements they shall contain
- C. The standards the agency will use in evaluating proposals. This includes qualifications and certifications if applicable.
- D. The date the proposals are due.

- E. The procurement schedule that the local agency will follow in reviewing and evaluating the proposals.

(PCC 10344)

## **ADDITIONAL REQUIREMENTS AND EVALUATION CRITERIA**

### Additional Requirements for Request for Proposal using Cost only

- A. Local agency must require consultants to submit their proposals and cost in a separate, sealed envelope.
- B. Local agency shall determine those that meet the format requirements and the standards specified in the request for proposal.
- C. The sealed envelopes containing the price and cost information for those proposals that meet the format requirements and standards shall then be publicly opened and read.
- D. Contract must be awarded to the lowest responsible consultant meeting the standards.

(PCC 10344(b))

### Additional Requirements for Request for Proposal using Cost and Qualifications

- A. Local agency must include in the proposal the description of the evaluation and scoring method. Substantial weight in relationship to all other criteria utilized shall be given to the cost amount proposed by the consultant.
- B. Local agency shall determine those that meet the format requirements specified in the RFP.
- C. Local agency evaluation committee must evaluate and score the proposals using the methods specified in the RFP. All evaluation and scoring sheets shall be available for public inspection after the committee scoring process. Evaluation committee should comply to the prevention of conflict of interest in PCC 10410.
- D. The non-A&E contract shall be awarded to the consultant whose proposal is given the highest score by the evaluation committee.

(PCC 10344(c))

When using RFP (Cost and Qualifications), the criteria used to evaluate the consultant's proposals must have a logical foundation within the scope of work or within other technical requirements contained in the RFP. Each criterion must have a weight or level of importance, and it is recommended that total possible score for the evaluation criteria be one hundred (100) points. The proposed cost should be at least thirty percent (30%) of total points in evaluation criteria.

An example RFP for non-A&E is provided on the Local Assistance website at <http://www.dot.ca.gov/hq/LocalPrograms/AE/2016/RFP-Example-Non-AE.docx> and may be modified.

Submission of *Exhibit 10-C Consultant Contract Reviewers Checklist* to Caltrans HQ for acceptance is not required for non-A&E consultant contracts.

## **CONSULTANT'S PROPOSAL**

The consultant's proposal should include the following information:

- *Consultant Project Manager* – qualifications, roles and responsibilities.
- *Methodology* - description of work and overall approach, specific techniques that will be used and specific administrative and operations expertise to be used.
- *Workplan and Work Schedule* - the technical proposal should include activities and tasks, and their delivery schedule.
- *Personnel* - List of personnel who will be working on the project, and their resumes.
- *Facilities and resources* (If applicable) - Explanation of where the services will be provided and what type of equipment is needed to perform services.
- *Sub-contracts* - Identify all sub-contracts that are to be used, description of each and the work by each sub-consultant/sub-contractor. No work shall be subcontracted unless listed in the technical proposal. Sub-consultant resumes should be provided.
- *References* - The technical proposal should provide at least three (3) clients for whom the proposer has performed work of similar nature to the request.

### **COST PROPOSAL WORKSHEET**

The RFP should provide a standard format for cost proposal that all proposers must include in their proposal. The cost proposal format can be broken down by specific tasks, showing hourly labor rates, level of effort and material, and/or by milestones and deliverables.

Local agency is not required to award a contract if it is determined that the contract price is not reasonable. (PCC 10340(c))

### **DBE CONSIDERATION**

DBE consideration is required on all federal-aid funded contracts including non-A&E.

### **ADMINISTRATIVE REQUIREMENTS**

Advertisement for RFPs may be through the local agency website, local publications, and national publications. Minimum solicitation time is 14 calendar days. The solicitation should inform potential qualified consultants that questions must be submitted in writing to the Agency Contract Manager/Administrator by a specified date and time. All pertinent technical information and answers to consultant's questions shall be provided to all potential consultants. Written responses to all questions will be collectively compiled and provided as an addendum.

A proposal may be considered nonresponsive and rejected without evaluation if all required information is not provided. Proposals without information regarding, or not meeting, the required DBE utilization goal or without a Good Faith Effort documentation, late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. Documentation of when each proposal was received must be maintained in the project files. Copies of date stamped envelope covers or box tops are recommended.

No consultant who has been awarded a consulting service contract may be awarded a subsequent contract for the services or goods which are required as an end product of the consulting service contract, unless the subcontract is no more than 10 percent of the total monetary value of the consulting services contract. Excludes A&E contracts.



(PCC 10365.5)

Contracts may be modified or amended only if the contracts so provide. Amendments must be requested and executed prior to the termination date of the most recently approved original or amended contract. All records of contract activities shall be kept for three years after federal final voucher E-76 or state final voucher for State-Only funds. Costs are reimbursable after state allocation by the California Transportation Commission (CTC) and/or the issuance of the federal E-76. The per diem rate shall not exceed the state rate. Contract Managers are responsible for monitoring expenditures on all contracts and verifying categories of work that require prevailing wage. A person in Responsible Charge of contract management is required for all federally funded projects.

### **ORAL PRESENTATIONS OPTIONAL**

When oral presentations are required by the local agency, the evaluation criteria must include factors/sub-factors and weights used to score the proposers performance at the oral presentation. The evaluation committee will only be able to score each proposer based upon these criteria. The Contract Manager/Administrator should develop a set of questions related to the scope of work or the project to be asked during the evaluation committee question and answer (Q & A) section of the oral presentations. All proposers are asked the same questions for consistency.

The committee must also evaluate reference checks and other information gathered independently. Reference checks shall be completed and other information gathered before the interviews are conducted. If necessary, the results of the reference checks or other information may be discussed with the highest ranked qualified consultants at the interviews.

### **COST-EFFECTIVE/PUBLIC INTEREST FINDING**

A minimum of three proposal must be evaluated to establish effective competition. Any agency that has received less than three proposals on a contract shall document the names and addresses of the firms or individuals it solicited for proposals. Prepare an explanation as to why less than three proposals were received. When only two proposals are received, a justification must be documented to proceed with the procurement. When only one proposal is received, a Non-Competitive process must be justified and a Public Interest Finding (PIF) (LAPM Exhibit 12-F: Cost-Effective/Public Interest Finding) must be documented. In either case, the re-advertisement of the RFP should be considered as an option. Retain document as supporting documentation in the contract file.

(PCC 10340(c))

### **PROTEST/APPEALS/REINSTATEMENT PROCEDURES**

Both state and federal regulations require well-defined protest/reinstatement procedures. It is essential that the procedures include a reasonable opportunity for the prospective consultant to present his/her case. The appeals procedures strengthen the process by which the contracting agency reaches its ultimate goal and helps defends its action against a claim of lack of due process. A termination clause and a provision for settlement of contract disputes are required. Protest procedures and dispute resolution processes should be in accordance with PCC 10345.

City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 09/17/2019

**SUBJECT:** Rejection of Bids and Authorize Staff to Rebid the Senior Center Kitchen Enhancements, CIP Project No. 7944

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**RECOMMENDATION**

Reject all bids and direct City Clerk to return all bid bonds and authorize staff to re-advertise for bids.

**BACKGROUND/DISCUSSION**

Over the past two years, the City has secured a series of Community Development Block Grants (CDBG) to renovate the Brea Senior Center Kitchen, including a new design, purchase of new equipment and construction. The goal of this project is to proactively address the growing need for senior nutrition services in our community by creating a space prepared to accommodate an increase in participation and volunteerism.

The first phase of this project, which included creating a new design and purchasing new equipment, has been completed. Staff is now in the process of implementing the second phase of the project – construction.

On August 23, 2019, staff received four bids for construction, summarized in Table 1 – Bid Summary below. Subsequent to the bid opening, staff reviewed the apparent low bid, as well as the next lowest bidder’s proposals with respect to conformance with the proposal requirements and to identify any bid irregularities.

**Table 1 – Bid Summary**

<b>Contractor</b>	<b>Bid Amount</b>
1. Harbor Coating and Restoration	\$429,000
2. iBuild Spectrum, Inc.	\$538,000
3. R. Dependable Construction, Inc.	\$800,000
4. Dalke & Sons Construction, Inc.	\$886,890

The Engineer's Estimate within the approved CIP Budget for this Project is \$350,000.

Upon review of the bids received, it became apparent to staff that the plans and specifications were unclear about what equipment was to be furnished by the City and by the Contractor respectively, and bidders had included the purchase of kitchen equipment already in the City's possession in their bid amounts. This accounts for a surplus of approximately \$160,000 in each bidder's proposal.

After consultation with the City Attorney with respect to the need for the plans and specifications to be re-clarified, staff is recommending that the City Council reject all bids, return all bid bonds and re-advertise the project. If approved, staff will re-bid the project with an anticipated bid opening of October 21, and a tentative award on November 5. Construction should commence in mid-November.

#### **COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their September 10, 2019 meeting and recommended to proceed.

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

If City Council approves rejecting all bids and re-advertising the project, all funds are anticipated to be covered by 2018/19 and 2019/20 CDBG funds. There is no General Fund impact.

#### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works/City Engineer; and  
Jenn Colacion, Management Analyst

Concurrence: Tony Olmos, P.E., Public Works Director; and  
Chris Emeterio, Assistant City Manager

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**City of Brea**

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 09/17/2019

**SUBJECT:** Maintenance Agreement for the La Floresta Sewer Lift Station (Facility Process Solutions Consulting, LLC)

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**RECOMMENDATION**

1. Award Maintenance Agreement with Facility Process Solutions Consulting, LLC in the amount of \$28,136 for one (1) year and
2. Authorize the City Manager to approve up to four (4) additional one (1) year extensions.

**BACKGROUND/DISCUSSION**

For the past several years, Jamison Engineering has maintained the La Floresta sewer lift station. Jamison assumed maintenance responsibilities after the developer completed construction in 2014 and then entered into a maintenance agreement with the City after the City accepted the sewer lift station in 2017. The City Maintenance Agreement with Jamison was for a period of one year with up to (4) additional (1) year extensions. There was one extension granted in 2018 and the current term expired on August 31, 2019. Jamison has notified the City that they are declining to extend the maintenance agreement due to other priority jobs and would prefer to free up their resources. However, Jamison has agreed to maintain the lift station on a month-to-month basis until a replacement contractor is hired. Jamison has recommended Facility Process Solutions Consulting, LLC. (FPSC) as a replacement maintenance contractor, especially since FPSC has been assisting Jamison Engineering with the preventative maintenance on the La Floresta lift station since it was built by the developer in 2014.

City staff received a proposal from FPSC to maintain the lift station for an annual amount of \$28,136. This proposal provides for bi-weekly, bi-annual, and annual maintenance and servicing at the La Floresta sewer lift station. In 2017, service was reduced from the original weekly service to a monthly service to save on maintenance costs. Since the lift station was serviced less frequently, we realized some cleaning and flow issues in early 2018, which required additional servicing/flushing of the wells to keep the facility operating correctly. City staff and the contractor recommend increasing the monthly service to a biweekly service to help prevent any sewer stoppages or overflow issues, which is reflected in the proposal.

As part of the Jamison contract, City staff was provided with training on the sewer facility operations and we found that the level of specialized knowledge required to maintain the service pumps, wet-wells, compressor, generator, electrical system, SCADA system, sensors, and telemetry system is well beyond what would be practically expected of a City maintenance worker to perform in-house. Therefore, to keep the sewer lift station running at optimal performance, staff recommends retaining Facility Process Solutions Consulting, LLC, under a



new agreement to perform bi-weekly, bi-annual and annual maintenance of the specialized sewer lift station equipment. City staff will provide the weekly cleaning of the lift station area to minimize dust & debris from entering the equipment. It is more cost effective to procure services from a specialized contractor for these types of services than to certify our staff to achieve and maintain this high level of specialized expertise for work that amounts to only a portion of their overall workload.

### **COMMISSION/COMMITTEE RECOMMENDATION**

On September 10, 2019, Finance Committee recommended awarding agreement to Facility Process Solutions Consulting, LLC. and require prior City Council Approval for agreement extensions or price increases.

### **FISCAL IMPACT/SUMMARY**

The proposed maintenance agreement provides for bi-weekly, bi-annual, and annual maintenance and servicing at the La Floresta sewer lift station for an amount of \$28,136. In addition, provisions are made in the agreement to address emergency call-outs on a time and material basis, per the rate sheet provided in the proposal and Scope of Work. Finally, selecting Facility Process Solutions Consulting, LLC. provides a consistent and standardized approach to maintenance of the City's sewer lift stations because they are already familiar with their condition, understand the City's expectations and standards, and have a positive performance track record.

Cost of living adjustment shall not exceed 3% annually. The fee schedule in Exhibit A shall not be revised during the term of the Contract (including any extension periods) without prior approval by City Council. The cost for the contractor to provide specialized operation and maintenance is \$28,136 and will be covered by the Sewer Fund. There is no General Fund impact.

### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Will Wenz, Maintenance Superintendent

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

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### **Attachments**

FPS Agreement

Exhibit A -FPS Quote 082019

Exhibit B - 2019 Scope of Work

Approved COI & WOS

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## AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That the following agreement is made and entered into, in duplicate, as of the date executed by the City Clerk and the Mayor, by and between **Facility Process Solutions Consulting, LLC**, hereinafter referred to as the "CONTRACTOR" and the City of Brea, California, hereinafter referred to as "CITY".

WHEREAS, CITY did accept the bid of CONTRACTOR **Facility Process Solutions Consulting, LLC**, and;

WHEREAS, CITY has authorized the City Clerk and Mayor to enter into a written contract with CONTRACTOR for furnishing labor, equipment, and material for **providing sewer lift station monthly, biannual, and annual maintenance and servicing at the La Floresta location.**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CONTRACTOR shall furnish all necessary labor, tools, materials, appliances, and equipment necessary to **provide the sewer lift station monthly, biannual, and annual maintenance and servicing at the La Floresta location, as required herein.** Said work shall be performed in accordance with specifications and standards on file in the office of the Director of Public Works and in accordance with bid prices hereinafter mentioned and in accordance with the instruction of the Director of Public Works for a period commencing:  
**September 1, 2019 through August 31, 2020.**

The prices quoted by the CONTRACTOR shall be in effect until expiration of the Agreement on the date stated herein. The City and CONTRACTOR shall have the option of extending the term of the agreement, by mutual consent of the parties, four (4) times for periods of one year each.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY:  
The aforesaid specifications 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, the CONTRACTOR'S service quote #0122, dated August 20, 2019 attached hereto as Exhibit "A" and incorporated by reference herein, the executed labor, together with this written agreement, shall constitute the entire contract between the parties ("Contract" or "Agreement" herein). This Contract is intended to require complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by the CONTRACTOR whether set out specifically in the Contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this Agreement, the provisions of this Agreement shall control.

3. CONTRACTOR'S CUSTOMER CARE: The CONTRACTOR, while fulfilling the terms of this Contract, is performing as a representative of CITY and shall provide exceptional Customer Care. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR'S management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of the CITY or CONTRACTOR, for the investigation and response to complaints.

4. INSURANCE: The CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been obtained. Any tort claims filed against the CITY related to the performance of this Contract and subsequently tendered to the CONTRACTOR shall be promptly investigated, and the resolution of such claims shall be promptly reported to the CITY.

The CONTRACTOR shall take out and maintain at all times during the life of this Contract the following policies of insurance:

a. Compensation Insurance: Before beginning work, the CONTRACTOR shall furnish to the Director of Public Works a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract.

Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against CITY and its elected officials, officers, employees and agents.

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

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

b. For all operations of the CONTRACTOR or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) – for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONTRACTOR in the performance of this Agreement:

(2) 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, endorsements or exclusions as required by the plans and specifications.

(6) The policies of insurance required in this Section b shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$2,000,000 (One Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii), above, where a combined single limit is provided.

c. Each such policy of insurance required in paragraph b shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by CITY;

(2) Be issued by an insurance company approved in writing by CITY, which is admitted and licensed to do business in the State of California and which is rated A: VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insured the CITY, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by CITY to be included;



(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insured shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

"It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter."

(7) Specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided;

(8) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(9) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(10) Otherwise be in form satisfactory to CITY.

d. Prior to commencing performance under this Agreement, the CONTRACTOR shall furnish the CITY with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the CITY before CONTRACTOR commences performance. If performance of this Agreement shall extend beyond one (1) year, CONTRACTOR shall provide CITY with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

5. PREVAILING WAGE: This is a public works contract. 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/>. By initiating any work pursuant to this Agreement, the CONTRACTOR acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the CONTRACTOR shall post such rates at each job site covered by Agreement. For every subcontractor who will perform work pursuant to this Agreement, the CONTRACTOR shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the CONTRACTOR shall include in the written Contract between it and each subcontractor a copy of the provisions in this Section and a requirement that each subcontractor shall comply with those provisions. The 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 the failure of the subcontractor to pay its workers the specified prevailing rate of wages. The CONTRACTOR shall diligently take action to halt or correct any failure.

To the maximum extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend (at the CONTRACTOR's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any liability, demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to violation of any requirement set forth in Sections 5 through 8 of this Agreement, by any person (including the CONTRACTOR, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the CONTRACTOR under this Section 5 shall survive expiration or termination of this Agreement.

Pursuant to Labor Code § 1775, the CONTRACTOR shall forfeit, as penalty to CITY, not more than fifty 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 the Labor Code.

**6. APPRENTICESHIP EMPLOYMENT:** In accordance with the provisions of Section 1777.5 of the Labor Code as amended by Chapter 971, Statutes of 1939, and in accordance with the regulations of the California Apprenticeship council, properly indentured apprentices may be employed in the prosecution of the work.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under him.

Section 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentice journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- a. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- b. When the number of apprentices in training in the area exceeds a ratio of one to five, or
- c. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- d. When the CONTRACTOR provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONTRACTOR is required to make contribution to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The CONTRACTOR and subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Contract, and the CONTRACTOR and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

The CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars (\$25.00) for each laborer, workman, or mechanic employed in the execution of the Contract, by him or any subcontractor under him, upon any of the work hereinbefore

mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of said Labor Code.

8. COMPLIANCE WITH OTHER LABOR CODE PROVISIONS: The CONTRACTOR shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the 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. The CONTRACTOR has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the CONTRACTOR shall forfeit one hundred dollars (\$100) for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The CONTRACTOR shall not perform work with any subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The CONTRACTOR and subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the CONTRACTOR or any subcontractor becomes debarred or suspended during the duration of the Project, the CONTRACTOR shall immediately notify the City.

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.

9. CONTRACTOR'S LIABILITY: The City of Brea and its officers, agents and employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workmen, employees of the CONTRACTOR or his subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. The CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever, except the sole negligence or willful misconduct of CITY, its employees, servants, or independent contractors who are directly responsible to CITY during the progress of the work or at any time before its completion and final acceptance.

The CONTRACTOR will indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers ("Indemnitees") harmless from 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 work, operation, or activities of the CONTRACTOR, its agents, employees, subcontractors, or invitees provided for herein, whether or not there is concurrent passive or active negligence on the part of CITY, but excluding such actions, claims, damages to persons or property, penalties, obligations, or liabilities arising from the sole negligence or willful misconduct of any of the Indemnitees, and in connection therewith:

- a. The CONTRACTOR will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection therewith.
- b. The CONTRACTOR will promptly pay any judgment rendered against the CONTRACTOR or any Indemnatee covering such claims, damages, penalties, obligations, and liabilities arising out of or in connection with such work, operations, or activities of the CONTRACTOR hereunder, and the CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.
- c. In the event any Indemnatee is made a party to any action or proceeding filed or prosecuted against the CONTRACTOR for damages or other claims arising out of or in connection with the work, operation, or activities of the CONTRACTOR hereunder, the CONTRACTOR agrees to pay to such Indemnatee any and all costs and expenses incurred by the Indemnatee in such action or proceeding together with reasonable attorneys' fees.

So much of the money due to the CONTRACTOR under and by virtue of the Contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damage as aforesaid.

10. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of said Code.

11. CONTRACT PRICE AND PAYMENT: Contract Price is valued at \$28,136.00 annually. City shall pay to the CONTRACTOR for furnishing material and doing the prescribed work the unit price set forth in accordance with CONTRACTOR's proposal dated **August 20, 2019.**

12. LABOR AND MATERIALS BOND: Prior to commencing work hereunder, the CONTRACTOR shall provide a labor and materials bond in the amount of 100% of the Contract price herein. The payment bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2.

13. 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: Ron Wade  
Facility Process Solutions Consulting, LLC  
19351 Fiji Ln  
Huntington Beach, CA 92646

CITY: Director of Public Works  
City of Brea  
1 Civic Center Circle  
Brea, CA 92821-5732

14. SUPERVISOR DESIGNATION: CONTRACTOR shall provide to CITY's Director of Public Works, upon execution of this Agreement, the name of the individual employed by CONTRACTOR designated as the CONTRACTOR'S primary representative for the supervision and prosecution of the work. Said designated person shall be available, upon 30 minutes notice, to respond personally or by telephone to requests for information or instructions concerning the prosecution of the work from CITY's authorized representatives.

15. CONTRACT RENEWAL NOTIFICATION: If this Agreement is subject to renewal, then the CONTRACTOR must request, in writing, at least thirty (30) days prior to the end of each year of the current Contract term, an extension of the Agreement and the CONTRACTOR's desire, if any, for an adjustment in the rates of compensation as set forth in paragraph 16 hereof.

16. CONTRACT PRICE ADJUSTMENT: During the second twelve (12) month period of the Agreement, if any, the Base Sum per month is subject to a cost-of-living adjustment (Stepped Up Base). The cost-of-living adjustment shall be set at the beginning of the second period adjustment date) in the following manner: The Consumer Price Index for all Urban Consumers (base year 1982-84 = 100) for the Los Angeles-Long Beach-Anaheim area published by the United States Department of Labor, Bureau of Statistics (Index) which is published for the month immediately preceding the adjustment date (Adjustment Index) shall be compared to the Index which was published for the date immediately preceding the beginning of the first twelve (12) month period (Beginning Index). If the Adjustment Index has increased over the Beginning Index, the monthly payment shall be increased by the amount obtained by multiplying the base sum by a fraction, the numerator of which is the Adjustment Index and the denominator of which is the Beginning Index. Cost of living adjustment shall not to exceed 3% annually. Rate Changes: The fee schedule in Exhibit A shall not be revised during the term of the Contract (including any extension periods) without prior approval by City's City Council.

17. TERMINATION OR ABANDONMENT: This Agreement may be terminated by CITY without cause, upon the giving of a written "Notice of Termination" to CONTRACTOR at least fifteen (15) days prior to the termination date specified in said notice. CONTRACTOR may terminate this Agreement only for cause. Termination of the Contract does not release CONTRACTOR from any and all claims, damages or other liability incurred during the Contract until CITY acknowledges such release.

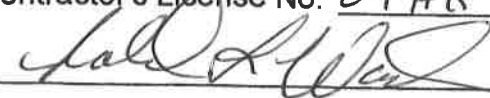
18. INTEGRATED AGREEMENT: This Contract and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONTRACTOR. This Contract supersedes all prior oral or written negotiations, representations or agreements. This Contract may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Contract

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. IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California

Contractor's License No. OTHB 4796 1000018861

  
\_\_\_\_\_

Date: 8-21-2019

By:  CFO  
Signature Title

(two corporate signatures required)

Contractor's Business Phone: 714-742-0829

Emergency phone where Contractor can be reached at any time: 714-742-0829

CITY OF BREA, CALIFORNIA

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

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

Quote # 0122 REVISED

August 20, 2019

To: City of Brea Attention: Will Wenz

Reference: LaFloresta Sewage Lift Station Maintenance Annual Contract **Revision**

Dear Will,

We propose to provide maintenance and operation services for LaFloresta as in the past contracts for the sum of Twenty-Eight Thousand, One Hundred Thirty-Six Dollars, (\$28,136.00), including all applicable taxes.

Facility Process Solutions Consulting LLC (and our subcontractor Jamison Engineering) will supply professional services for the monitoring and upkeep of the LaFloresta Sewage Lift Station according to the following rate schedule;

- Monthly inspections and service: \$1,300.00 X 10 months = \$13,000.00
- Bi-Weekly Inspections and service: \$250.00 X 14 additional visits = \$3,500.00
- 1 Bi-Annual inspection and service: \$1,630.00
- 1 Annual inspection and service \$3,506.00
- Standby services on call \$125.00 per week X 52 = \$6,500.00
- Emergency call outs will be billed as Time and Materials with a 4-hour minimum with support from Jamison Engineering (with billing from their rate sheet) as required.
- Invoicing will continue to be submitted on a monthly basis with the monthly rounds report.
- These rates are for one year for September 1, 2019 through September 1, 2020.

Thank you for the opportunity to provide a proposal to you for the maintenance and operations services for LaFloresta Sewage Lift Station. This proposal and quote will remain firm for 30 days.

Please contact me at 714.742.0829 with any questions regarding this proposal.

Best regards,

Ron Wade



## **RATE SHEETS**

*Rates are effective for*

9/01/2019 – 8/31/2020

	<u>ST</u>	<u>OT</u>	<u>DT</u>	
Craft/Laborer	93.00	118.00	141.50	Admin: 95.00/hr.
Craft/Leadsmen	103.00	128.00	161.50	Travel 35.00/hr.
Craft/Foremen	123.00	159.00	202.00	
Supervisor	150.00	169.00	212.00	
Project Manager	180.00	199.00	242.00	
Consultant	250.00			
Crane Operator	133.00	158.00	191.50	
Welder Fabricator	175.00	200.00	243.00	

### EQUIPMENT RATES:

	<u>Hourly</u>
Crane	150.00
Combo Tool Truck	72.00
Mechanic's Truck	87.00
Ford Stake bed Truck	52.00
Dump Truck	97.00
Utility Truck (Pick up)	42.00
Confined Space Entry Equipment/SCBA	94.00
Trailer Mounted Manhole Blower	80.00

Water (Buffalo) Trailer	42.00	
Trailer Mounted Compressor w/ 30 & 90 lb. Jackhammers	50.00	
Welding Trailer	42.00	
26 KV Generator	37.00	
4" Pump: Submersible	37.00	
6" Pump: Submersible	48.00	
4" Discharge Hose	20.00/50 ft.	Minimum
6" Discharge Hose	40.00/50 ft.	Minimum
2" submersible Pump (electric)	15.00	
1-1/2" x 50' Flood Hose	19.00	Minimum
Garden Hose Pump	2.00	
Diaphragm Pump	14.00	
Concrete Saw (walk behind)	43.00	
Chain Saw	18.00	
Gas Power Cut-Off		
Demo Saw	19.00	
Chop Saw	49.00	Minimum
Vibe- Plate	20.00	
Rotor Hammer	14.00	
Wacker	22.00	
Power Puff	19.00	
Generator-small	14.00	
Transit	89.00	
Grade Level Laser	24.00	
Laser Level	72.00	Minimum
Line Unit	154.00	Minimum

Extension Ladder	22.00 (14'-36')	Minimum
Cement Mixer	18.00	
Porta Power	9.00	
Pole Hole Auger	17.00	
24' Confined Space/Office Trailer	225.00	Minimum
Car & Enclosed Utility Trailers	65.00	Minimum
Office Trailer	25.00	Minimum
Magnetic Base Drill	12.00	
Core Drill W/ 1 Bit	23.00	
Fire Monitor	14.00	
Canopy/EZ-Up	45.00	Minimum
6" GAS FLAP	88.00	-----
10" GAS FLAP	115.00	-----
Coveralls	9.00	Minimum
Gloves	2.00	Minimum

### **ALL JOBS ARE A 4 HOUR MINIMUM**

**NOTE:** Rates **DO NOT** include travel charges, delivery charges, fuel charges or environmental charges.

**All Materials, Rentals, Outside Services, Fuel, Permits, Licenses and Bonds will be**  
**Cost + 15%.**

# SCOPE OF WORK

This proposal is based on servicing the Lift station every week, while replacing those services with monthly, bi-annual or annual services as required, which are more intensive than the weekly services, as shown below.

Item #	Description	QTY	Unit Price	Extension
1	<b>Bi-Weekly Servicing (includes the following) :</b> A: Check Amp Reading on Pumps #1 & #2 B: Check Operation of Level Indication Systems C; Check Alarm and Auto Dialer D: Check Compressor Operation E: Visual Inspection of Wet-Well F: Clean above ground area of Pump Station G: Inspect Surge Tank Pressure (incl. \$125.00 per week for on-call stand-by technician)			
2	<b>Monthly Servicing (1 day per month)</b> A: Check Amp Reading on Pumps #1 & #2 B: Check Operation of Level Indication Systems C; Check Alarm and Auto Dialer D: Check Compressor Operation E: Visual Inspection of Wet-Well F: Clean above ground area of Pump Station G: Inspect Surge Tank Pressure (incl. \$125.00 per week for on-call stand-by technician) <b><u>Monthly Service includes Weekly items plus the following</u></b> H: Start Generator for 20 Minutes I: Run and Check Flush Water J: Clean Dry Wells, if needed K: Operate Dry Well Sensors L: Check Fluid in Generator M: Check Fluids in Compressor N: Blow-down Compressor, Condenser Coils on Compressor O: Inspect and Rotate Impeller on Back-up Pump			
3	<b>Bi-Annual Servicing</b> A: Check Amp Reading on Pumps #1 & #2 B: Check Operation of Level Indication Systems C; Check Alarm and Auto Dialer D: Check Compressor Operation E: Visual Inspection of Wet-Well F: Clean above ground area of Pump Station G: Inspect Surge Tank Pressure (incl. \$125.00 per week for on-call stand-by technician) H: Start Generator for 20 Minutes I: Run and Check Flush Water J: Clean Dry Wells, if needed K: Operate Dry Well Sensors L: Check Fluid in Generator M: Check Fluids in Compressor N: Blow-down Compressor, Condenser Coils on Compressor O: Inspect and Rotate Impeller on Back-up Pump <b><u>Bi-Annual Service Includes Weekly and Monthly Items plus the following</u></b> P: Clean Wet-Well by Flushing with water Q: Remove each Pump for Visual Inspection and De-ragging R: Exercise all Discharge Valves at Pump Station			
4	<b>Annual Servicing</b> A: Check Amp Reading on Pumps #1 & #2 B: Check Operation of Level Indication Systems C; Check Alarm and Auto Dialer D: Check Compressor Operation E: Visual Inspection of Wet-Well F: Clean above ground area of Pump Station G: Inspect Surge Tank Pressure (incl. \$125.00 per week for on-call stand-by technician) H: Start Generator for 20 Minutes I: Run and Check Flush Water J: Clean Dry Wells, if needed K: Operate Dry Well Sensors L: Check Fluid in Generator M: Check Fluids in Compressor N: Blow-down Compressor, Condenser Coils on Compressor O: Inspect and Rotate Impeller on Back-up Pump P: Clean Wet-Well by Flushing with water Q: Remove each Pump for Visual Inspection and De-ragging R: Exercise all Discharge Valves at Pump Station <b><u>Annual Service Includes Weekly, Monthly and Bi-Annual Items plus the following</u></b> S: Service Air Compressor, 2 Oil Filters - 1 Separator and Change Oil T: Start Generator and run under full load. This will be performed by Caterpillar Service Technician. This will be billed on a Time & material Basis U: Cleaning and checking wiring and contacts in MC Panels			



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> WOOD GUTMANN & BOGART INS BKR/PHS 72186212 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265		<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (866) 467-8730 (A/C, No, Ext): <b>FAX</b> (888) 443-6112 (A/C, No): <b>E-MAIL</b> <b>ADDRESS:</b>	
<b>INSURED</b> FACILITY PROCESS SOLUTIONS CONSULTING, LLC 19351 FIJI LN HUNTINGTON BEACH CA 92646-3022		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Sentinel Insurance Company Ltd. ✓ <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC#</b> 11000	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			72 SBA AM5072	07/02/2019	07/02/2020	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY			72 SBA AM5072	07/02/2019	07/02/2020	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE CITY OF BREA PER THE BUSINESS LIABILITY COVERAGE FORM SS0008 ATTACHED TO THIS POLICY

**CERTIFICATE HOLDER**

CITY OF BREA  
1 CIVIC CENTER CIR  
BREA CA 92821-5792

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 09/17/2019

**SUBJECT:** Approval of Cooperative Agreement between the County of Orange and the City of Brea for funding and construction of the OC Loop El Cajon Trail Bikeway (Segment D)

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**RECOMMENDATION**

Approve Cooperative Agreement No. MA-080-20010223 between County of Orange and City of Brea for funding and construction of OC Loop El Cajon Trail Bikeway.

**BACKGROUND/DISCUSSION**

The OC Loop is a continuous 66-mile loop around Orange County that connects and extends several regional bikeways to provide access to some Orange County beaches and inland destinations and also serves as a vehicle alternative for commuters. The OC Loop is primarily bounded by Coyote Creek on west, Pacific Coast Highway on the south, Santa Ana River on the east, and North OC Cities on the north. In Brea, there are several bikeway segments that are part of the OC Loop and have already been constructed by the City. However, the County of Orange Public Works is working on Segment D (El Cajon Bikeway) that is partially located in Brea. Segment D starts near Valencia Avenue and Imperial Highway and continues through Placentia, Yorba Linda and Anaheim.

The Project proposes Class I, II, III & IV bikeways and a multi-use trail. For the City of Brea, the project will construct a bikeway along the south side of Imperial Highway from Carbon Canyon Channel to La Floresta Drive for a total length of approximately 1,000 linear feet. A location map is included at the end of the proposed Cooperative Agreement.

The County of Orange will take the lead on the project and will fund 100% of the project. The construction of the project is expected to start late 2020. The County will also maintain the Class I bikeway, striping and retaining walls.

**FISCAL IMPACT/SUMMARY**

The Cooperative Agreement states that the County will be responsible for 100% of the project costs for design, relocation and restoration of city-owned utilities, inspection, construction and construction administration. The City will be responsible for costs related to design review, City inspection, oversight, permitting, or any other Project-related administration duties. Adequate funding is available in the Public Works Fiscal Year 2019/20 operating budget. The project will continue the OC Loop that ended in the City of Brea. Upon completion, the project will provide a connection for residents to bike or walk to some of Orange County's most scenic beaches and inland destinations as well as provide vehicle alternatives for commuters.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Michael Ho, P.E., Deputy Director of Public Works / City Engineer

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

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**Attachments**

Cooperative Agreement

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COOPERATIVE AGREEMENT BETWEEN COUNTY OF ORANGE AND CITY OF BREA  
FOR FUNDING AND CONSTRUCTION OF CARBON CANYON CHANNEL CLASS 1  
BIKEWAY (OC LOOP SEGMENT D)

This Cooperative Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019 (“**Agreement**”), by and between the **COUNTY OF ORANGE** (“**County**”), a political subdivision of the State of California, and the **CITY OF BREA**, a municipal corporation in the State of California, (“**City**”). The County and City shall sometimes be referred to separately as a “**Party**”.

RECITALS

A. The County is improving safe bikeway circulation county-wide via design and construction of the proposed OC Loop Class 1 bikeway.

B. The (“**Project**”) is that portion of the Segment D Class 1 bikeway and appurtenances, within the City limits, that will address bikeway discontinuity between the El Cajon Regional Riding and Hiking Trail (City of Yorba Linda) and the La Floresta Trail (City of Brea) by constructing a bikeway along the west side of Carbon Canyon Channel from Bastanchury Road to Imperial Highway and along the south side of Imperial Highway from Carbon Canyon Channel to La Floresta Drive. The Brea portion of the Project includes, but is not limited to, bikeway installation on existing City landscaped easement adjacent to the south side of Imperial Highway. Project includes relocation of exiting pedestrian path bikeway lighting and may or may not include additional bikeway lighting, subject to County funding availability. A true and correct copy of a map depicting the Project area to be used for Project purposes is attached hereto and incorporated herein by this reference as **Exhibit “1.”**

C. The County Flood Control District and the US Army Corps of Engineers have easements for sections of the Carbon Creek Flood Control Channel right-of-way, providing a connective path for the proposed Project.

D. Pursuant to State and local guidelines, County prepared and distributed a Draft Mitigated Negative Declaration and Initial Study IP 16-343 for the Project and said IP 16-343 was subsequently certified by the County Board of Supervisors as final, complete and adequate to satisfy the statutory requirements of the California Environmental Quality Act of 1970 (CEQA), on August 8, 2017 as amended.

E. The City fully supports the Project and desires to cooperate with the County in implementing the Project.

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants and conditions contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. County and City Project Funding Obligations

County will be responsible for one hundred percent (100%) of the Project construction costs including design, right-of-way acquisition (if any), temporary relocation and restoration of City owned utilities, construction and construction administration. The County will not be responsible for costs related to review, inspection, oversight, or any other Project-related administration duties performed by City which shall be solely borne by the City.

2. Right-of-Way Acquisition, Design & Construction

2.1 CEQA/NEPA. County is hereby designated as the Lead Agency for Project and is responsible for preparing, processing and securing, at County's expense, all necessary environmental documents required by CEQA and NEPA, as amended.

2.2 Project Engineer. County is hereby designated as Project Engineer to perform all tasks necessary to prepare construction plans, specifications and cost estimates in accordance with criteria set forth in the current edition of the County of Orange Highway Design Manual, County of Orange Standard Plans, City Standard Plans, California Department of Transportation's Manuals, latest editions of 2006 Standard Plans and 2006 Standard Specifications, and to advertise, award and administer the construction of Project and to execute and deliver all documents required in connection with the construction of Project. County shall comply with all applicable provisions of the Public Contract Code and other applicable laws. County shall require the payment of prevailing wages and compliance with all other applicable provisions of the Labor Code for the Project.

2.3 General Plan Conformance. Pursuant to Government Code Section 65402, City shall render reports as to whether the Project conforms to the City's respective General Plan. Execution of this Agreement does not constitute such report.

2.4 Temporary County Highway Declaration. Prior to commencing work on the Project, County must pass a resolution in accordance with Streets & Highways Code sections 1700-1704 temporarily declaring the City roadways within the Project to be a County highway for purposes of Project right-of-way acquisition and construction only. Upon receipt of said County Resolution, City shall consent by resolution to said County highway status pursuant to California Streets & Highways Code section 1701. After County files a notice of completion and City accepts the improvements, the County shall adopt a resolution pursuant to Streets & Highways Code section 1704 declaring that the streets used for the Project are no longer County highways, and shall file said resolution with the Clerk of the City.

2.5 Right-of-Way Acquisition. County shall be responsible for identifying right-of-way requirements within the Project limits, and shall also be responsible for any appraisals of properties needed for Project and right-of-way acquisition within County and City. If it is

determined that any properties within City can only be acquired through eminent domain, the County will meet and confer with City to consider whether acquisition by eminent domain is appropriate. County will remain responsible for all applicable acquisition costs, including any resulting from the exercise of its eminent domain powers.

2.6 Utility Relocation. County and City shall work together to identify all conflicting utilities within the Project. County shall issue all utility relocation request letters and perform temporary or permanent relocations of City owned utilities as required. City shall issue concurrence letters to all utility companies and/or approve Caltrans required City utility relocation agreements for relocation requests within City roadways and assist with relocation efforts by County. City owned utilities will be restored to the original locations or relocated per approved plans upon project completion by County and City shall assume ownership and maintenance responsibilities of such utilities.

2.7 Project Plans, Insurance & Warranties.

- a. County's Engineer or designee ("**County Engineer**") shall submit Project plans, specifications and engineer's estimate to City for review and approval prior to advertising Project for construction bids. Prior to County advertising Project, City shall promptly review the plans and special provisions for work within their respective City roadways and either approve or provide comments on said plans and special provisions within fifteen (15) business days of receipt of such plans and special provisions from County. Should City fail to provide timely comments on, and/or approval of these plans or special provisions in accordance with this time period, County may make a written demand to City for a response. If City thereafter fails to provide comments on, and/or approve such plans or special provisions within three (3) business days of receipt of such demand, such plans or special provisions shall be deemed approved by the City.
- b. City shall provide County with City insurance requirements for construction contractor prior to contract solicitation. County shall require its construction contractor to indemnify the City, its elected officials, officers, agents and employees and identify the same as additional insureds subject to City insurance requirements.
- c. County shall require its contractor to pass through and assign all warranties to City for Project work associated with City's roadways.

2.8 Project Advertisement. Upon written approval of the final Project plans, specifications and engineer's estimate by City, County shall perform all of the administrative work required for advertising for bids, dealing with bid disputes and awarding the construction contract to the lowest responsible bidder. County may in its discretion reject all bids. If, after bids are opened, it is determined that insufficient funds are available to construct Project, County and City shall meet and confer to determine a course of action for Project.



2.9 Project Inspection. County will provide Project inspection services. County will invite City to attend the pre-construction meeting after award of the construction contract and work with County on a mutually agreeable joint inspection routine. City shall have access to their respective City roadways at all times during construction for the purpose of inspection. County will notify City 48 hours in advance prior to construction in the City's portions. City shall also inspect regularly. Should City deem any remedial work to be necessary, the City shall notify County in writing thereof within two (2) business days of inspection, specifically describing the needed corrections and proposed remedial work. Disagreements, if any, shall be elevated to the respective project engineers quickly. The City shall be solely responsible for any remedial work that is not brought to the County's attention in accordance with this paragraph.

2.10 Contract Change Orders. County shall process any contract change orders ("CCOs") that are necessary for construction of the Project. If CCOs are needed within City right-of-way or property, the City shall review and approve such CCOs and provide a Project liaison ("City Engineer") during construction to coordinate CCO approval. City Engineer shall provide concurrence on CCOs within two (2) business days of County's submittal to City. If City fails to concur with or propose changes to CCO within such time, such CCO shall be deemed approved. County shall be financially responsible for the CCOs that are included in the County/City approved final Project scope of work.

2.11 Project Acceptance. Prior to County's acceptance of Project improvements and filing a notice of completion, the City Engineer shall review and provide written approval of all Project work within that City. The City Engineer's written approval shall only be withheld for work not completed in accordance with the construction contract documents for the Project and which were timely identified during construction. City has ongoing obligation to regularly review contract work. County shall furnish City with one set of record drawings (As-Built drawings) for the completed Project and a copy of the filed notice of completion.

2.12 Bikeway Alignment Adjacent to Imperial Hwy. County agrees to obtain bikeway use easement from City for paved section including retaining walls. At no expense to City, City agrees to provide no cost easement for bikeway paved section including retaining walls. County agrees to realign Imperial Hwy proposed parallel bikeway location from back of curb southward to existing decomposed granite pedestrian pathway including relocating existing bollard lights. Should funding become available, this could include installation of new matching bollard lights to the City border with the City of Placentia. County agrees to relocate disturbed existing trees and plants or replace them with similarly sized specimens and species, along with lighting and irrigation systems to accommodate retaining attractive parkway and assure positive drainage. City agrees to work cooperatively with County to accommodate budget limitations for this work.

2.13 Access.

- a. City hereby approves temporary Project site access to County and its contractors and will issue an encroachment permit.
- b. City shall also meet requirements of the USCOE, County and County Flood Control District for permanent access for operations/maintenance on their respective easements in Carbon Creek Channel.

- c. City will issue County a no cost permanent easement for bikeway access and maintenance including lock key, if necessary.
- d. City shall endeavor to help provide a Project construction laydown area where possible.

2.14 Post-construction Project Maintenance/Utility Obligations. County shall maintain all Project improvements on County or County Flood Control district right-of-way or property. Upon City Engineers' written approval and County's final acceptance of the Project, City shall assume ownership and maintenance obligations for improvements within City right-of-way or property, with the exception of the paved Class 1 bikeway structure itself, including retaining walls and striping. City shall accept quitclaims or easements from County for right-of-way acquired by County on City's behalf, if any. City shall also assume total maintenance, utilities service and utilities maintenance responsibilities and costs for improvements within City easements, including relocated and new bikeway lighting.

### 3. Miscellaneous Obligations

3.1 Time is of the Essence. The Federal funding source for the Project requires timely environmental documents, design plans, and construction completion for approval of reimbursements. Therefore, time is of the essence. City agrees to execute their responsibilities and help facilitate Project in an expeditious manner so as not to jeopardize Project funding.

3.2 Indemnification & Hold Harmless. County agrees to indemnify, defend with counsel approved in writing, protect and hold harmless the City, its officers, elected or appointed officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the City, its officers, elected or appointed officials, employees and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of County's negligent or wrongful acts in performing under the terms of this Agreement. County shall defend, at its expense, including attorney fees, City, its officers, agents, employees, independent contractors and volunteers in any legal action or claim of any kind based upon such alleged acts or omissions. The County shall not be liable in any way or indemnify the City, its officers, elected or appointed officials, employees and volunteers for City's negligence or the negligence of City's officers, officials, employees or volunteers.

County agrees that it will follow its work management system field manual and the CalTrans manual of traffic controls for construction and maintenance work zones to avoid or minimize risk of loss.

City agrees to indemnify, defend with counsel approved in writing, protect and hold harmless the County, its officers, elected or appointed officials, employees and volunteers from and against any and all claims, demands, losses, defense cost or expenses, or liability of any kind or nature which the County, its officers, elected or appointed officials, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons or damage to property arising out of the City's negligent or wrongful acts in performing under the terms of this Agreement. The City shall not be liable in any way or indemnify the County, its officers, elected or appointed officials, employees and volunteers for COUNTY's negligence or

the negligence of County's officers, elected or appointed officials, employees or volunteers. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of City or County, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Each Party agrees to fully cooperate with the other and assist the other Party hereto in all matters relating to losses covered by the terms of this Agreement, and more specifically but not being limited thereby, each Party will:

1. Give prompt notification of all occurrences covered or likely to be covered by the terms hereof, together with the particulars thereof the other part hereto;
2. If claim is made, or suit is brought against a Party on occurrences covered or likely to be covered by the terms hereof, such party shall immediately forward every claim, demand, notice, summons or other process received by it to the other Party hereto.

City may, at its own expense, participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on County, and where County has consented thereto.

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

3.4 Entirety & Amendments. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties; and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.

3.5 Mutual Drafting. This Agreement shall be deemed to have been mutually drafted and shall be construed fairly and in accordance with its terms. No Party shall be entitled to any presumption or construction in such Party's favor as a result of any Party assuming the burden of memorializing the Parties' agreement hereunder.

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

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

City: City of Brea  
Civic and Cultural Center  
1 Civic Center Circle  
Brea, CA 92821  
Attention: Michael Ho, Deputy Director of Public Works/City Engineer

County: County of Orange/OC Public Works Department

300 N. Flower Street, Room 764  
Santa Ana, CA 92702-4048  
Attn: Tim Nguyen, Senior Civil Engineer, Infrastructure Project  
Management

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. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given.

3.8 Attorney's Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, the Parties shall bear their own attorney's fees, costs and expenses.

3.9 Governing Law & Venue. This 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.

3.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

3.11 Termination. In the event County or City defaults in the performance of any of their obligations under this Agreement or materially breaches any of the provisions of this Agreement, City and County shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In the event City or County cures such default within such thirty (30) day period, City and County's election to terminate shall be deemed revoked and of no further force and effect as to that particular default.

3.12 Availability of Funds. This Agreement is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the Parties to expend or as involving the Parties in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

IN WITNESS WHEREOF, CITY have caused this AGREEMENT to be executed by its respective mayor and attested by its respective Clerk, and COUNTY has caused this AGREEMENT to be executed by the Chairman of the Board of Supervisors and attested by its Clerk on the dates written opposite their signatures, all thereunto duly authorized by the City Council and the Board of Supervisors, respectively.

CITY OF BREA,  
a municipal corporation

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

By: \_\_\_\_\_  
Christine Marick, Mayor

ATTEST:

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Terence R. Boga, City Attorney

COUNTY OF ORANGE,  
a political subdivision of the State of  
California

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

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD

APPROVED AS TO FORM:  
COUNTY COUNSEL

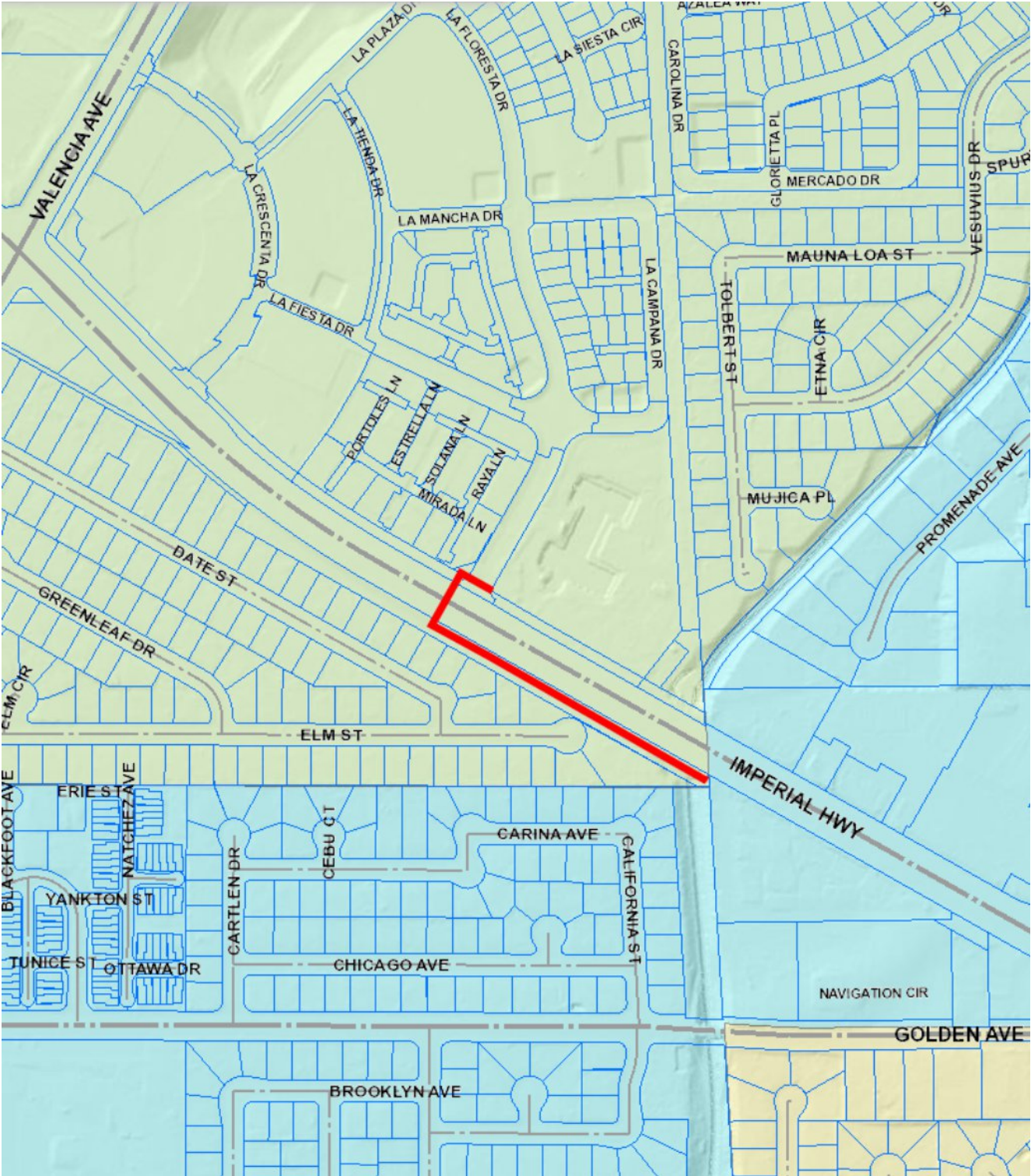


ORANGE COUNTY, CALIFORNIA

By: \_\_\_\_\_ Deputy

Robin Stieler  
Clerk of the Board of Supervisors of  
Orange County, California

**Exhibit 1**  
(project area map)



City of Brea

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** John Burks, Police Chief  
**DATE:** 09/17/2019  
**SUBJECT:** Lateral Police Officer Recruitment Bonus Incentive-Pilot Program

---

**RECOMMENDATION**

Authorize lateral police officer recruitment incentive bonus pilot program to include payment of \$6,000 upon hire per lateral police officer, and the second \$6,000 would be paid upon successful completion of the required one-year probationary employment period, up to four officers within FY 2019-20.

**BACKGROUND/DISCUSSION**

Now more than any time in the recent past, the recruitment of Police Officers has become highly competitive as law enforcement agencies throughout southern California are competing for the same applicants, especially for pre-service police academy recruits. Although the Police Department and the City's Human Resources Division continue to proactively seek a large pool of pre-service candidates, another way to address applicant shortages and find a competitive advantage is to seek Lateral Police Officer applicants. These are current police officers at other law enforcement agencies who may be interested in seeking employment at a different agency. Often, lateral police officers are seeking new opportunities or may wish to re-locate for various reasons. Lateral Police Officers bring training and experience, and can be deployed into the field much more quickly than Police Recruits. They can also bring experience balance to the department. In order to increase the City's attractiveness to potential Lateral Police Officers, the Police Department and the City's Human Resources Division have worked together to develop a pilot program to provide new Lateral Police Officers with a recruitment bonus. New Lateral Police Officers hired by the City after this program's approval by City Council will be eligible for a \$12,000 bonus, paid in two installments. The first \$6,000 would be paid upon hire, and the second \$6,000 would be paid upon successful completion of the required one-year probationary employment period.

**COMMISSION/COMMITTEE RECOMMENDATION**

This item was reviewed by Finance Committee on September 10, 2019.

**FISCAL IMPACT/SUMMARY**

The proposed funding allocation for this pilot program is \$48,000 spread over two fiscal years. \$24,000 will be allocated in FY 2019-20, enough for the hiring of up to four (4) Lateral Police Officers during that fiscal year. Due to salary savings within the FY 2019-20 budget, sufficient funds will exist to implement the pilot program. \$24,000 will be submitted for approval within the FY 2020-21 budget to pay the second installment for those Laterals should they successfully complete their probationary employment period.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by:

Concurrence:

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**City of Brea**

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**COUNCIL COMMUNICATION**

**TO:** Honorable Mayor and City Council Members  
**FROM:** Bill Gallardo, City Manager  
**DATE:** 09/17/2019  
**SUBJECT:** Brea Line Newsletter Printing Services Contract

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**RECOMMENDATION**

1. Approve the Agreement with Deluxe Branded Marketing to provide Printing Services for the Brea Line newsletter in an amount not-to-exceed \$45,760 in year one.
2. Authorize the City Manager to issue up to four one-year extensions, as per contracted amount.

**BACKGROUND/DISCUSSION**

Over the past 40 years, the City's Communications & Marketing Division has designed a two-color newsletter in-house, printed externally, and distributed to every residential and business address in town, with the overruns available at City Hall and other public facilities. The current quantity printed is approximately 20,000 issues, six times per year. The Brea Line newsletter communicates important public information about City Council actions, development projects, public safety information, programs, upcoming special events and meetings, and City services. Additionally, the newsletter serves as the Community Services Department's recreation guide, promoting classes, programs and sports, realizing revenue offsets. Brea Line continues to be one of the top ways Brea residents obtain information about the city, according to the last scientific community satisfaction survey conducted during the Brea Envisions outreach in 2017. It is also the only consistent, informative publication currently mailed directly to Brea homes and businesses.

With the recent addition of a Public Information digital newsletter, Brea On-line, City staff recommends that the frequency of producing the printed Brea Line newsletter be reduced from six times per year to four times per year. This change would also better accommodate the Community Services Department's recreation programs scheduled seasonally. With the savings realized by reducing two issues annually (the cost of postage and printing), staff proposes to modernize the look and improve the effectiveness of Brea Line by printing in full color, as opposed to the two-color printing utilized for more than four decades. Aside from being the industry standard, four-color printing is also attention-grabbing, allows for better use of photos, and is digital-ready for other outreach purposes conducted by staff.

The Communications and Marketing Division developed the specifications and the scope of work, while the Purchasing Division solicited competitive proposals from qualified companies. Three companies submitted responses by May 21, 2019 deadline and staff began the evaluations immediately thereafter. Based on qualifications and a competitive price, staff selected Deluxe Branded Marketing that offered the best-value proposal.



Score	Company Name	First-Year Price
96.98	Deluxe Branded Marketing, Pomona CA	\$41,600
92.98	Dual Graphics, Brea CA	\$47,600
0	California Senior Guide Inc., Riverside CA	Non-responsive*

*\*Unfortunately, California Senior Guide did not provide any of the required documents, samples, and information; therefore, their response was deemed non-responsive and not eligible for further evaluation or award consideration.*

The Agreement for this new printing contract has a one-year base period and up to four one-year renewal terms for a four-color version of Brea Line. Since the prices are fixed for each year of the contract, staff requests that City Council authorize the City Manager to exercise the renewal terms as long as the contractor's performance continues to meet Brea's requirements. Due to content and layout, the amount of pages per issue of the Brea Line newsletter tends to vary between 24 and 28 pages. Moving to four issues per year, we anticipate publishing more 28-page issues annually, and therefore recommend that the contract price be based off of that amount. Staff is also requesting to add a 10% contingency to cover fluctuations in print quantities. Currently, a quantity of 20,000 Brea Lines are printed for each issue. With anticipated population growth, we expect that quantity to increase within the next five years and would use the contingency to increase print quantities. The table below shows the not-to-exceed amount for the next five years based on printing 28-page issues, four times a year.

#### **Deluxe Branded Marketing Not-to-Exceed Pricing for Years 1 – 5**

Year	1	2	3	4	5
Contract Amount	\$41,600	\$44,000	\$45,600	\$48,000	\$50,400
10% Contingency	\$4,160	\$4,400	\$4,560	\$4,800	\$5,040
Total	\$45,760	\$48,400	\$50,160	\$52,800	\$55,440

#### **COMMISSION/COMMITTEE RECOMMENDATION**

The Finance Committee reviewed staff's recommendation at their September 10, 2019 meeting and recommended to proceed with the contract.

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

##### **SUMMARY**

Based on the results for the Request for Proposals, Staff is recommending approval of the agreement with Deluxe Branded Marketing to provide full-color printing services for the Brea Line newsletter four-times per year.

##### **FISCAL IMPACT**

The Fiscal Year 2019-20 Budget has sufficient funding available in the Management Services Public Information account (110-11-2111-1151). No additional appropriation is needed.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Liz Pharis, Senior Management Analyst and Neil Groom, Procurement and Contracts Administrator

Concurred by: Cindie Ryan, Public Information Officer and Cindy Russell, Administrative Services Director

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**Attachments**

Deluxe Branded Marketing Printing Agreement

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**AGREEMENT  
PRINTING SERVICES**

THIS AGREEMENT ("Agreement") is effective on the date on which this Agreement is executed by the City of Brea, ("Effective Date"), and is between **Deluxe Branded Marketing**, ("CONTRACTOR") and the CITY OF BREA, a California municipal corporation ("CITY"). CONTRACTOR and CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party". The Parties agree as follows:

**I. Agreement**

- A. This Agreement, together with the following exhibits are incorporated herein by reference, and supersedes all prior agreements and understandings:

Exhibit A – Scope of Services/Specifications

Exhibit B – Compensation

Exhibit C – General Provisions

Exhibit D – Indemnity and Insurance Requirements

- B. This Agreement may be modified by written amendment executed by all parties.

**II. Scope of Services Summary**

CONTRACTOR shall, during the Term of the Agreement, provide **Brea Line – City Newsletters** as further set forth in Exhibit A, all to CITY's reasonable satisfaction (collectively, the "Services").

**III. Term of the Agreement**

- A. CONTRACTOR shall commence performance of Services on the date ***indicated in the notice to proceed issued by the City Project Manager.***
- B. AGREEMENT shall remain in full force and effect ***for one (1) year*** unless sooner terminated as set forth in the Termination subsection of Exhibit C ("Initial Term").
- C. AGREEMENT may ***be extended for four (4) additional years (each a "Renewal Term"), commencing upon the expiration of the preceding Term. CITY and CONTRACTOR may agree to extend this Agreement in writing, executed before the end of the Initial Term or Renewal Term, as applicable.***

**IV. Compensation Summary**

- A. CITY shall pay CONTRACTOR for satisfactorily and completely rendered Services according to prices and in the manner set forth in Exhibit B. Parties agree that full and complete payment for all Services shall not exceed ***\$41,600 for the Initial Term ("Contract Amount"). The Contract Amount for any exercised Renewal Term may be adjusted as set forth in Exhibit B. The City's Project Manager's is authorized to approve additional expenditures not to exceed 10% of the Contract Amount for additional as-needed quantities.*** The CITY shall have no obligation to pay any amount in excess of the foregoing amounts, unless agreed to in writing by the CITY.
- B. CONTRACTOR shall not render any services in excess of the Services described in Exhibit A ("Additional Services") without CITY's prior written approval. Any work performed without CITY's prior written approval shall be deemed to have been performed as part of the Services and included within the not-to-exceed Contract Amount.



**V. Insurance Requirements Summary**

- A. Contractor will not be performing any onsite work and will not be providing any professional or professional design services. As such, without limiting the Contractor's indemnity obligations, Contractor shall procure and maintain in full force and effect for the Term of this Agreement, the following coverages Commercial General Liability; Automobile Liability Insurance; Workers' Compensation Insurance.
- B. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**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:  
Cindie Ryan  
Communications and Marketing Manger  
1 Civic Center Circle  
Brea, CA 92821  
(714) 990-7673 phone  
[CindieR@CityofBrea.net](mailto:CindieR@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](mailto:LillianHN@CityofBrea.net)

**CONTRACTOR:**

Representative's Name	Kelley Kassounian
Title	Account Executive
Address, Suite#	3191 West Temple Ave, Suite 245
City, State, Zip	Pomona, CA 92768
Phone	909-99-6780
Email	<a href="mailto:Kelley.Kassounian@Deluxe.com">Kelley.Kassounian@Deluxe.com</a>

(SIGNATURES ON FOLLOWING PAGE)

**Offer and Acceptance**

**I. OFFER made by Contractor to the City of Brea:**

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in Exhibit B-Compensation. Further, I understand that no contract exists unless City accepts this Offer by signing below.

Business Name: Deluxe Branded Marketing

Federal ID# 20-2945889

only for Public Works projects Contractor Lic.#: \_\_\_\_\_ DIR Reg#: \_\_\_\_\_

Business Type ☐ Individual/Sole Proprietor ☐ Partnership ☐ Limited Liability Company  
(Contractor select one) ☐ Corporation (requires two signatures) ☐ Other

Address: 60 Bunsen

City, State, Zip: Irvine, CA 92618

Printed Name & Title: Kelley Kassounian, Account Executive

Phone & Email: 909-599-7680, Kelley.Kassounian@Deluxe.com

Signature(s):  Date: 05/21/19  
(principal)

Signature(s):  Date: 05/21/19  
(2<sup>nd</sup> Signature required if corp)

**II. ACCEPTANCE of Offer by the City of Brea:**

I, the undersigned, hereby represent and warrant that I am authorized to accept Offer on behalf of and to bind City of Brea and I accept the Offer accordingly. Contractor is now bound to furnish all requirements set forth in Contractor's Offer. Contractor is cautioned not to begin work until a written notice to proceed or purchase order is received from City.

City of Brea, a California Municipal Corporation

Mailing Address: 1 Civic Center Circle

City, State, Zip: Brea California 92821

Printed Name & Title: Christine Marick, Mayor

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

**III. Attestation** (if total contract value exceeds \$25,000 or \$200,000 for Public Works projects)

Printed Name & Title: Lillian Harris-Neal, City Clerk

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_



EXHIBIT A  
SCOPE OF WORK

I. Time of Performance

- A. **Commencement and Completion of Work.** The Services to be performed pursuant to this Agreement shall commence upon ***receipt of written notice to proceed from the City***. Failure to commence work in a timely manner and/or diligently pursue work to completion may be deemed to be a breach, resulting in termination of this Agreement.
- B. **Schedule.** After commencement of performance pursuant to paragraph A, above, the Services must be completed ***within ten (10) calendar days after receipt of art file from City***.
- C. **Excusable Delays.** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations enacted after the Effective Date, riots, acts of war, or any other conditions beyond the reasonable control of a party.

II. Additional Services

- A. Additional Services are those services related to the scope of services of CONTRACTOR set forth in this Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when an Addendum to this Agreement authorizing the Additional Services is approved by CITY in accordance with CITY's purchasing procedures.
- B. CITY reserves the right to perform any work that would otherwise constitute Additional Services with its own staff or to retain other contractors to perform the Additional Services.

III. City Provisions

***City will provide print ready art files only.***

IV. Specifications

- A. **Paper:** 60# Smooth Book White for 2-color printed pages  
80# Gloss Book White for the 4-color printed pages
- B. **Ink Colors:** Standard = 4-Color cover wrap, 2-Color interior pages.  
Option = 4-Color throughout
- C. **Fall Issue** (printing by 1st week; in homes July 15)
- D. **Winter Issue** (printing by 1st week; in homes October 15)
- E. **Spring Issue** (printing by 1st week; in homes January 15)
- F. **Summer Issue** (printing by 1st week; in homes April 15)
- G. **Number of Pages:** varies from 20 pages; 24 pages; 28 pages and 32 pages.
- H. **Bindery:** Saddlestitch and trim to 8½" x 11" and bundled according to U.S. Postal Service regulations in stacks of 50.
- I. **Quantity:** 20,000 per issue

**V. Scope of Services**

**A. General Requirements**

1. This Scope of Services establishes the minimum requirements for providing these Services.
2. CONTRACTOR shall fully and timely provide all deliverables described herein in strict accordance with the terms and conditions of this Agreement and all applicable Federal, State, and local laws, rules, and regulations.
3. CONTRACTOR shall provide all labor, materials, equipment and mobilization to complete the services for the City.

**B. Specific Requirements**

1. **Pickup:** one hour pick up once In-Design file is ready
2. **Blueline required:** Max: 24 hours following receipt of file (overnight)
3. **Printing Turn-around Time:** (Printer-ready InDesign file will be supplied to printer. Artist uses Apple Computer. Desired turn-around time is: Five business days (printed, blueline approved and delivered to the post office) following receipt of the Adobe InDesign (14.01 2019) layout file from the City of Brea.
4. **Packing:** Majority quantity shall be palletized and shrink-wrapped onto U.S. Postal bulk mail pallets according to specifications of USPS. Remaining quantity shall be placed in cartons.
5. **Mailing/Delivery Service:** Creation of routing slips and delivery to the Anaheim Post Office; with printed quantity delivered to the Brea Community Center and to the Brea Civic & Cultural Center.

End of Exhibit A

**EXHIBIT B  
COMPENSATION**

**I. Total Compensation**

- A. CONTRACTOR agrees to accept the specified compensation as set forth in this Agreement as full payment for satisfactorily performing all work, including furnishing all labor and materials required to fully and satisfactorily complete the Services to CITY's reasonable satisfaction. To the maximum extent permitted by law, CONTRACTOR assumes all risks related to its performance of the Services including risks of unforeseen difficulties or conditions which may arise or be encountered in the performance of the Services. CONTRACTOR shall only be compensated as set forth herein for work satisfactorily performed in accordance with the Scope of Work.
- B. **Contract Amount.** Full and complete payment for all Services shall not exceed **\$41,600.00 for the Initial Term. The Contract Amount for any exercised Renewal Term may be adjusted as set forth Attachment 1 to Exhibit B.**
- C. **The City's Project Manager's is authorized to approve additional expenditures not to exceed 10% of the Contract Amount for additional as-needed quantities.**
- D. **CITY shall have no obligation to pay any sum in excess of the Fixed Prices and/or Total Contract Amount unless authorized by in writing by the CITY.**

**II. Prices and Expenses**

- A. **Pricing.** CONTRACTOR shall be paid for the performance of Services on a fixed not-to-exceed prices indicated in Attachment 1 to Exhibit B of the Agreement.
  - 1. **All-inclusive Costs.** Costs include everything necessary to furnish all Scope of Services requirements including but not limited to management; labor; prep work; paper; blueprints; routing slips; applicable taxes and fees; pickup and delivery costs. Additional costs will be disallowed.
  - 2. **Sales Tax.** Sales tax does not apply to printed direct mail per State Bill 2527 and BOE regulation #1590.
  - 3. **Renewal Pricing.** Pricing is fixed for each one-year contract period. Provide manufacturer's documentation regarding any request for relief due to extraordinary increases in paper costs. Any subsequent decreases must be automatically reflected in the next issue.
- B. **Liquidated Damages.** **CONTRACTOR will be assessed Liquidated Damages of \$250 for each calendar day that in-home delivery is late. Repeated late deliveries may result in termination for cause.**

**III. Manner of Payment and Accounting Requirements**

- A. **Taxes**
  - 1. CONTRACTOR shall pay, when due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request.
  - 2. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section.



**B. Payment Terms**

1. CONTRACTOR shall submit invoices in arrears, after Services have been received. CITY will make payment in net 30 days after receipt of an undisputed invoice in a format acceptable to CITY. Invoices are subject to routine processing requirements. The responsibility for providing an acceptable invoice to CITY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.
2. Billing shall cover Services not previously invoiced. CONTRACTOR shall reimburse CITY for any monies paid to the Contractor for services not provided, or when services do not meet the contract requirements.
3. Payments made by the CITY shall not preclude the right of the CITY from thereafter disputing any items involved or billed under this contract and shall not be construed as acceptance of any part of the goods or services.

**C. Invoices**

1. CONTRACTOR will provide an invoice on the CONTRACTOR'S letterhead. Each invoice will have a unique number and must include:
  - a) Contractor's name and address
  - b) Contractor's remittance address, if different from above
  - c) Contractor's Taxpayer ID Number
  - d) Name of City Agency/Department
  - e) Delivery/service address
  - f) Contract number
  - g) Purchase Order (PO) number
  - h) Date of invoice
  - i) Description of Services/Goods
  - j) Sales tax, if applicable
  - k) Freight/delivery charges, if applicable
  - l) Total
2. Invoices and support documentation are to be forwarded to:
  - a) City of Brea
  - b) Accounts Payable
  - c) 1 Civic Center Circle
  - d) Brea CA 92821
  - e) City does not accept electronic invoices.
3. Accounting Records of CONTRACTOR
  - a) During performance of this Agreement and for a period of three (3) years after termination or expiration of this Agreement, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's reimbursable expenses, if any, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the CITY upon reasonable written notice.

Attachment 1 to Exhibit B

Proposed Fixed Prices for Year 1

Item	<b>Standard (4-Color + 2-Color Issue)</b> 4-Color cover wrap (4- pages front and back covers; double sided); Two-color interior pages.	*Qty	Each Price	Total
01	<b>BreaLine</b> (20 page issue)	20,000	\$0.35	\$7,000.00
02	<b>BreaLine</b> (24 page issue)	20,000	\$0.40	\$8,000.00
03	<b>BreaLine</b> (28 page issue)	20,000	\$0.50	\$10,000.00
04	<b>BreaLine</b> (32 page issue)	20,000	\$0.53	\$10,600.00
A	Total Not-to-Exceed Price			\$35,600.00

Item	<b>Option (4-Color + 4-Color Issue)</b> 4-Color cover wrap (4- pages front and back covers; double sided); Four-color interior pages.	*Qty	Each Price	Total
05	<b>BreaLine</b> (20 page issue)	20,000	\$0.40	\$8,000.00
06	<b>BreaLine</b> (24 page issue)	20,000	\$0.44	\$8,800.00
07	<b>BreaLine</b> (28 page issue)	20,000	\$0.52	\$10,400.00
08	<b>BreaLine</b> (32 page issue)	20,000	\$0.55	\$11,000.00
B	Total Not-to-Exceed Price			\$38,200.00

\* Quantities are estimate to assist in determining Contract Value

Proposed Fixed Prices for Year 1 through 5 (based on 20,000 per issue)

<b>Standard</b>	Year 1	Year 2	Year 3	Year 4	Year 5
<b>BreaLine</b> (20 page issue)	\$0.35	\$0.37	\$0.39	\$0.41	\$0.43
<b>BreaLine</b> (24 page issue)	\$0.40	\$0.42	\$0.44	\$0.46	\$0.49
<b>BreaLine</b> (28 page issue)	\$0.50	\$0.52	\$0.55	\$0.58	\$0.60
<b>BreaLine</b> (32 page issue)	\$0.53	\$0.56	\$0.59	\$0.62	\$0.65

<b>Option</b>	Year 1	Year 2	Year 3	Year 4	Year 5
<b>BreaLine</b> (20 page issue)	\$0.40	\$0.42	\$0.44	\$0.46	\$0.49
<b>BreaLine</b> (24 page issue)	\$0.44	\$0.46	\$0.48	\$0.50	\$0.53
<b>BreaLine</b> (28 page issue)	\$0.52	\$0.55	\$0.57	\$0.60	\$0.63
<b>BreaLine</b> (32 page issue)	\$0.55	\$0.58	\$0.61	\$0.64	\$0.67

End of Attachment 1

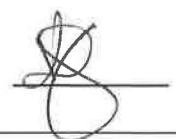




EXHIBIT C  
GENERAL PROVISIONS

I. **Standard Requirements**

- A. **Assignment and Subcontracting.** To assignment of this Agreement or of any part or obligation of performance hereunder shall be made, nor shall any required performance be subcontracted, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
- B. **Compliance with Law.** CONTRACTOR shall forthwith undertake and complete the Services in accordance with Exhibit "A" attached to this Agreement and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines all to the reasonable satisfaction of CITY.
- C. **Confidentiality.** Any and all information and data provided to CONTRACTOR pursuant to this Agreement shall be forever maintained as confidential by CONTRACTOR, to the maximum extent permitted by law.
- D. **Standard of Care.** CONTRACTOR shall provide exceptional Standard of Care while fulfilling the terms of this Agreement, is performing as a representative of CITY. Any negative contact with staff, residents/citizens, businesses, visitors or other contractors shall be reported by CONTRACTOR immediately to CITY. CONTRACTOR's management and supervisory personnel shall intercede to resolve or mitigate the negative contact in conjunction with CITY staff. CITY and CONTRACTOR may agree in advance to a single person contact, a representative of either the CITY or CONTRACTOR, for the investigation and response to complaints.
- E. **Hires.** CONTRACTOR shall, at CONTRACTOR's sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONTRACTOR further agrees that no subcontractor shall be retained by CONTRACTOR except upon the prior written approval of CITY.
- F. **Independent Contractor.** CONTRACTOR is retained by CITY only to the extent set forth in this Agreement, and the CONTRACTOR's relationship to the CITY is that of an independent contractor. CONTRACTOR shall be free to dispose of all portions of CONTRACTOR's time and activities which CONTRACTOR is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONTRACTOR sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as set forth in this Agreement. CONTRACTOR shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for CITY's officers or employees. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of CITY or otherwise act on behalf of the CITY as an agent. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and to indemnify and

hold CITY harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation law regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

- G. **Information and Assistance.** CITY will provide information and assistance as set forth in Exhibit "A" hereto; photographically reproducible copies of maps and other information, if available, which CONTRACTOR considers necessary in order to complete the Project. Such information as is generally available from CITY files applicable to the Project. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR's responsibility to make all initial contact with respect to the gathering of such information.
- H. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any legal action arising out this Agreement shall be the Superior Court of the County of Orange, California.
- I. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.
- J. **Precedence of Documents.** In the event of any inconsistency or conflict between the Agreement and any of the Exhibits or any other attachments, the Agreement, then this Exhibit C, then the remaining Exhibits and attachments shall govern.
- K. **Termination.** This Agreement may be terminated by CITY for any or no reason upon the giving of a written notice of termination to CONTRACTOR at least fifteen (15) days prior to the date of termination specified in said notice. In the event this Agreement is so terminated, and provided CONTRACTOR is not then in breach, CONTRACTOR shall be paid on a pro-rata basis with respect to the percentage of the Services satisfactorily completed or goods satisfactorily provided as of the date of termination. In no event, however, shall CONTRACTOR receive more than the Contract Amount. CONTRACTOR shall provide to CITY any and all Work Product including all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.

End of Exhibit C

**EXHIBIT D**  
**INDEMNITY AND INSURANCE REQUIREMENTS**

**I. Indemnity Requirements**

- A. **Indemnity for General Services.** To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the CITY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONTRACTOR, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONTRACTOR shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONTRACTOR shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.
- B. These Indemnification provisions are independent of and shall not in any way be limited by Insurance Requirements of this Agreement.

**II. Insurance Requirements**

- A. 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.
- B. Without limiting the Contractor's indemnity obligations hereunder, Contractor shall procure and maintain in full force and effect for the Term of this Agreement, the following coverages Commercial General Liability; Automobile Liability Insurance; Workers' Compensation Insurance.
- C. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

End of Exhibit D

City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 09/17/2019

**SUBJECT:** Approval of a Memorandum of Understanding between the City of Brea and the Brea Fire Management Association.

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**RECOMMENDATION**

Adopt the resolution approving a Memorandum Of Understanding (MOU) with the Brea Fire Management Association (BFMA).

**BACKGROUND/DISCUSSION**

Over the last several months the City's negotiation team has been meeting with various employee associations to try and reach agreement on terms and conditions of employment for new labor contracts (Memorandums of Understanding or MOUs). Six of the seven employee associations had recently agreed to contracts that were approved by the City Council in May.

The remaining employee labor group, the Brea Fire Management Association, also recently ratified an agreement with similar conditions to the others.

Over the last few years contracts with employee associations have reflected modest changes to the terms of employment, reflecting the City's concerns for maintaining a balanced budget with an eye towards sustaining healthy reserves. Like the other agreements, this MOU maintains that conservative approach. The MOU before the City Council is a two-year agreement dating back to March of 2018, with no salary increases the first year and a modest two percent (2%) cost of living adjustment in salaries is scheduled for the second year.

Moreover, health plan flexible benefits amounts for most employees have been frozen for several years now. As such, Brea has been falling behind the labor market in this area, while the costs for health insurance have been steadily rising. In recognition of this situation, effective January 1, 2020, this contract makes adjustments of between \$50 and \$100 per month for health benefits, depending on the employee's family status, which is what the City Council authorized for other associations. The MOU also includes an update to how the tuition reimbursement program is administered and implements a cap on the lifetime maximum eligible reimbursement amount.

### **FISCAL IMPACT/SUMMARY**

The City has been working to “hold the line” on fiscal improvements for several years now. However, these contract adjustments are needed for the City to stay competitive in the labor market if Brea is going to attract and maintain quality employees. The City’s bargaining team has been meeting in good faith with the Brea Fire Management Association resulting in a tentative agreement with this small employee association (3 members only). The estimated net general fund impact of entering into this agreement is as follows:

BFMA:           2018 - 2020  
                  \$12,744

The costs associated with the second year of this contract have already been factored into the FY 2019-2020 City Budget.

### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager  
Prepared by: Mario E. Maldonado  
Human Resources Manager  
Concurrence: Cindy Russell  
Administrative Services Director

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### **Attachments**

Resolution  
Memorandum of Understanding

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**RESOLUTION NO. 2019 - 057**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
BREA APPROVING A MEMORANDUM OF  
UNDERSTANDING WITH THE BREA FIRE MANAGEMENT  
ASSOCIATION.**

A. Recitals

(i) Chapter 10, Division 4, Title 1, of the Government Code of the State of California was amended effective January 1, 1969, for the purpose of promoting improved employer-employee relations between public employers and their employees by establishing uniform and orderly methods of communication between employees and the public agencies by which they are employed;

(ii) Government Code Section 3507 empowers a City to adopt reasonable rules and regulations after consultation in good faith with representatives of its employee organizations for the administration of employer-employee relations;

(iii) Pursuant to the provisions of the Employer-Employee Relations Resolution No. 06-62 of the City of Brea, the City of Brea has recognized the Brea Fire Management Association as the majority representative of employees in the firefighter management bargaining unit, for the purpose of meeting its obligations under this Agreement, the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., when City Rules, Regulations or laws affecting wages, hours and/or other terms and conditions of employment are amended or changed.

(iv) The duly authorized representatives of the City and the Brea Fire

Management Association have met and conferred in good faith and have reached agreement on changes in wages, hours and terms and conditions of employment.

(v) The Brea Fire Management Association membership has ratified the agreement.

B. Resolution

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

The Memorandum of Understanding representing agreement by the City and the Brea Fire Management Association on changes in wages, hours, and terms and conditions of employment for the term of April 1, 2018, through March 31, 2020, as attached hereto as Exhibit A, is approved.

**ADOPTED AND APPROVED this 17<sup>th</sup> day of September, 2019.**

\_\_\_\_\_  
Christine Marick, Mayor

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

**RESO NO. 2019-057**  
August 20, 2019

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing resolution was introduced at a regular meeting of the City Council of the City of Brea, held on the 17th of September 2019, and was finally passed at a regular meeting of the City Council of the City of Brea, on the 17th of September 2019, by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

Dated: \_\_\_\_\_

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

**RESO NO. 2019-057**  
August 20, 2019

# **EXHIBIT A**

**RESO NO. 2019-057**  
August 20, 2019

# **Memorandum of Understanding**

**BETWEEN**

**THE CITY OF BREA**

**AND**

**THE BREA FIRE  
MANAGEMENT  
ASSOCIATION**

**APRIL 1, 2018 THROUGH MARCH 31, 2020**



**Brea Civic & Cultural Center  
Human Resources Division  
1 Civic Center Circle  
Brea, CA 92821  
714-990-7600 [www.cityofbrea.net](http://www.cityofbrea.net)**



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BREA  
AND  
THE BREA FIRE MANAGEMENT  
ASSOCIATION APRIL 1, 2018 THROUGH  
MARCH 31, 2020**

*This Memorandum of Understanding (MOU) is made and entered into by and between the duly authorized representatives of the City and the Fire Management Association.*

**A. Recitals**

*(i) The parties hereto have met and conferred in good faith pursuant to the Meyers-Milias-Brown Act, Government Code Section 3500, et seq., and have reached agreement on changes in wages, hours and terms and conditions of employment.*

*(ii) The parties hereto have agreed upon the wages, hours, and terms and conditions of employment as set forth herein in order to encourage effective recruitment and retention of well-qualified employees and to foster and reward employees' potential, performance, professional attitude, morale and pride in work. The Fire Management Association employees hereby acknowledge these expectations.*

**B. Agreement**

*Now, therefore, the parties hereto agree as follows:*

**ARTICLE I – RECOGNITION**

Pursuant to the provisions of City of Brea Employer-Employee Relations Resolution No. 06-62, the City of Brea (hereinafter called the "City") has recognized the Brea Fire Management Association (hereinafter called the "Association") as the exclusive representative of employees in the bargaining unit, which includes full-time employees in the classifications of Fire Battalion Chief, and the Fire Battalion Chief Special Assignments of Fire Division Chief/Fire Marshal and Fire Deputy Chief/Administration.

**ARTICLE II – NONDISCRIMINATION**

The City and the Association agree that they shall not discriminate against any employee

because of race, color, gender, age, national origin, marital status, sexual preference, genetic information, political or religious affiliations, and/or disability, except as may be required for compliance with Federal or State law, or exercise of rights under the Meyers-Milias-Brown Act. The City and the Association shall re-open any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with Federal or State anti-discrimination laws.

### **Disability. Discrimination Laws**

- A. Because Federal and State Disability Laws require accommodations for individuals protected under those Acts, and because these accommodations must be determined on an individual, case-by-case basis, the parties agree that the provisions of this Agreement may be disregarded in order for the City to avoid discrimination relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment only to the extent necessary to reasonably accommodate an individual covered by the respective disability laws, who meets the minimum requirements for the position, and who has notified the employer of his/her disability.
- B. The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. Prior to disregarding any provision of the Agreement in order to undertake required accommodations for an individual protected by the law, the City will provide the Association with written notice of its intent to disregard the provision, and will allow the Association the opportunity to meet and confer over modifications of the Agreement on a case-by-case basis. Failure to reach agreement shall not preclude the City from implementation during the term of this Agreement.
- C. Any accommodation provided to an individual protected by the law shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.

## **ARTICLE III – WORK SCHEDULES**

### **Schedule Modifications and Eliminations**

Department Directors shall designate work schedules. The Department Director may alter the work schedule of an employee subsequent to the consideration of departmental workload, operational efficiency, and staffing considerations. The Department Director shall report any work schedule change in writing to the City Manager, where such change impacts a significant number of employees.

### **48/96 Shift Schedule**

The work schedule for sworn employees performing “shift work” includes two work shifts on duty followed by four shifts off duty (commonly called a “48/96” schedule).

### **9/80 and 4/10 Work Schedule**

The structured, synchronized 9/80 work schedule shall consist of two (2) consecutive work periods containing the equivalent of nine (9) work days instead of ten (10) in a two (2) week period. Employees will work eight (8) days for nine (9) hours a day, and one (1) day for eight (8) hours, for a total of eighty (80) hours in two (2) consecutive work periods.

Employees authorized to work a 4/10 schedule shall work four (4) days in each seven-day work period, with each working day consisting of ten (10) hours.

Consistent with the City Rights Article, it shall be understood that the continuation of the 48/96 schedule, the structured synchronized 9/80 work schedule or any authorized 4/10 schedule shall be the sole responsibility of the City, consistent with the needs of the community. Concurrent with its obligations under the Meyers-Milias-Brown Act, the City and the Association will meet and confer at any time prior to any change, revision, or elimination of any work schedule. Failure to reach agreement on any change, revision or elimination of any work schedule shall not preclude the City from implementation during the term of this Memorandum of Understanding. Continuation of any work schedule shall be at the sole discretion of the Department Director, who shall provide a minimum fourteen (14) calendar day notice before changing such assignments.

## **ARTICLE IV - SALARY AND WAGE PLAN**

### **Salaries**

Salaries effective during the term of this MOU, are listed in Exhibit "A" and attached hereto and made a part thereof.

Effective the first full payroll period commencing on or after July 1, 2019, the “base salary” of each classification shall be increased by two percent (2%).

If, during the term of this contract, any other bargaining unit with the City receives a higher total Cost of Living Adjustment (COLA) during fiscal year 2018/2019 or fiscal year 2019/2020, the higher COLA shall be provided to the Brea Fire Management Association members effective the same date as made available to the other bargaining unit. For purposes of this clause, ‘total COLA’ shall be the cost of living adjustment minus any new CalPERS pick-up paid by the employee.

### **Merit Increases**

Merit increases will become effective on the date earned, if subsequently approved.

**FLSA Work Period**

On or about the first payroll period of October 2007, the Fire Suppression (Shift) Battalion Chiefs commenced a regular payroll based upon one-hundred-twelve (112) hours of compensation for each fourteen (14) day payroll period. The hourly rate is calculated by multiplying the monthly salary rate by twelve months and dividing the product by 2912 hours. Effective that same date, any and all informal banks of hours for Battalion Chiefs were vacated.

**SPECIAL ASSIGNMENT AND COMPENSATION**

Individual appointments to, or removal from, a Fire Division Chief or Fire Deputy Chief assignment, shall be made or revoked at the sole discretion of the Fire Chief. An employee in a Fire Division Chief or Fire Deputy Chief assignment may be required from time to time to work as a Fire Battalion Chief in Suppression and shall be eligible for overtime pay (as designated in the overtime section below). All Fire Division Chief or Fire Deputy Chief assignment pay shall be effective for only as long as the duty assignment remains in effect for the individual.

A Fire Battalion Chief in a Fire Division Chief assignment shall receive special compensation in the form of Management Incentive Pay in the amount of ten percent (10%) above Fire Battalion Chief.

A Fire Battalion Chief in a Fire Deputy Chief assignment shall receive special compensation in the form of Management Incentive Pay in the amount of ten percent (10%) above Fire Division Chief.

**OVERTIME**

Suppression Battalion Chiefs shall be compensated for actual shift-related overtime at their straight-time regular rate of pay, or may elect to bank the equivalent hours as compensatory time off (CTO). During such authorized assignments, the Battalion Chief will be compensated for Shift hours worked at the straight-time base-salary hourly rate of a Battalion Chief (excluding any certification or other special pay). The maximum bank of CTO shall not exceed one hundred-twenty (120) hours at any time. In addition, in November of each year, any CTO bank in excess of ninety-six (96) hours shall be paid to the affected Battalion Chief. Scheduling of paid leave from the CTO bank will be subject to Fire Department vacation request procedures. The availability of Shift Trades shall not be affected by this CTO bank, but shall be subject to members meeting specific job assignments and requirements as determined by the Fire Chief.

Fire Suppression Battalion Chiefs assigned to work with other entities in response to task force, strike team, or for "assistance by hire" assignments on behalf of a third party shall be



eligible for overtime compensation at a rate equivalent to time and one-half (1.5) of the employee's hourly rate for each hour of such assignment if the contract for such assignment, or the conditions of reimbursement from the third party, provide for full reimbursement of overtime costs at the time-and-one-half hourly rate. The City shall not be responsible for time and one-half payments unless so reimbursed.

A Fire Division Chief shall be eligible for overtime pay for any hours worked as a Fire Suppression (Shift) Battalion Chief as authorized by the Fire Chief. During such authorized assignments, the Division Chief will be compensated for Shift hours worked at the straight-time base-salary hourly rate of a Shift Battalion Chief (excluding any certification or other special pay).

A Fire Division Chief shall be eligible for overtime pay for any hours worked as a Fire Division Chief as authorized by the Fire Chief. During such authorized assignments, the Division Chief will be compensated for hours worked at the straight-time base-salary hourly rate of a Fire Division Chief (excluding any certification or other special pay) or may elect to bank the equivalent hours as compensatory time off (CTO). The CTO option only applies to overtime earned while serving as a Fire Division Chief. The maximum bank of CTO for a Division Chief shall not exceed fifty (50) hours at any time, representing the non-shift equivalent to the accrual rate of shift employees. In addition, in November of each year, any CTO bank in excess of forty (40) hours shall be paid to the affected Division Chief. Scheduling of paid leave from the CTO bank will be subject to Fire Department vacation request procedures. The availability of Shift Trades shall not be affected by this CTO bank, but shall be subject to members meeting specific job assignments and requirements as determined by the Fire Chief.

The only exception to Fire Division Chiefs receiving straight time overtime as compensation earned for hours worked beyond their normal work schedule, is that time and half (1.5) shall be paid to the employee if there is a reimbursement provided for the time and half rate from an outside source such as the Office of Emergency Services or a Federal Agency. The City shall not be responsible for time and one-half payments unless so reimbursed.

If the command staff agreement between the Cities of Brea and Fullerton is not renewed, the overtime language from the April 1, 2015 Fire Management MOU will be again in place at the time of the end date of the agreement.

### **Re-Opener to Discuss Shift Work Overtime**

The City and the Association agree to meet on or about December 1, 2019 to discuss premium overtime for Battalion Chiefs assigned to shift work. The parties desire to have a better understanding of overtime budget costs for fiscal year 2019-2020.

## **SPECIAL PAYS**

### **Uniform Allowance**

- A. A newly appointed Battalion Chief will receive an initial dress uniform allowance of \$600 and an initial allotment of \$750 for regular uniform items. Thereafter, each member shall receive the annual allowance as provided herein.
- B. The annual lump sum uniform allowance of \$850 shall be paid directly to the employee as early as feasible in July of each year.
- C. Newly appointed Battalion Chiefs are eligible to receive the \$850 annual uniform allowance on a prorated basis for July 1 of the first year and \$850 every July 1 thereafter.

Uniform allowance shall be paid directly to the employee as early as feasible in July of each year. In order to comply with CalPERS reporting requirements for uniform allowance for Classic employees, allowance will be reported as earned on July 1. Earned period shall be defined to mean employed with the City on July 1. Payment for the uniform allowance will be paid in the pay period which includes July 1.

### **Vehicle Assignment**

Fire Battalion Chiefs assigned to Fire Division Chief or Deputy Chief, at the Fire Chief's discretion, may be assigned a vehicle for use when responding to emergency incidents.

## **ARTICLE V - LEAVES**

### **VACATION**

#### **Vacation Accruals**

- A. Non-Shift Employees. Non-shift employees shall earn and accrue vacation leave time at the following rates:

<u>Following</u>	<u>Vacation Accrual</u>
Initial Hire	80 hours/year
Completion of 3 Years	120 hours/year
Completion of 7 Years	140 hours/year
Completion of 13 Years	160 hours/year
Completion of 16 years	175 hours/year
Completion of 19 Years	200 hours/year

**B. Shift Employees:**

<u>Following</u>	<u>Vacation Accrual</u>
Initial Hire	120 hours/year
Completion of 3 Years	180 hours/year
Completion of 7 Years	195 hours/year
Completion of 13 Years	240 hours/year
Completion of 16 Years	262.5 hours/year
Completion of 19 Years	300 hours/year

**Maximum Accrual of Vacation Leave**

Non-shift employees shall be entitled to accrue a maximum of 400 hours of vacation leave. Shift employees shall be entitled to accrue a maximum of 600 hours of vacation leave.

**Buy-Back of Vacation Leave Hours**

Upon an employee's written request, the City will buy-back unused vacation hours subject to the following provisions:

- A. A non-shift employee must have used one (1) consecutive work week of paid leave (excluding sick leave) within one (1) year from the date the employee is requesting a vacation buy-back. The minimum amount of each buy-back for a non-shift employee shall be forty (40) hours.
- B. A shift employee must have used seventy-two (72) consecutive hours of paid leave (excluding sick leave) within one (1) year prior to the date the employee is requesting a vacation buy-back. The minimum amount of each buy-back for a shift employee shall be forty (40) hours.
- C. Shift employees must maintain a minimum balance of one hundred twenty (120) hours in their vacation leave banks. Non-shift employees must maintain a minimum of eighty (80) hours in their vacation leave banks.

**HOLIDAYS**

The City designates twelve holidays per year as follows:

New Year's Day, January 1  
Martin Luther King Jr. Day, third Monday in January  
President's Day  
Memorial Day, last Monday in May  
Independence Day, July 4  
Labor Day, first Monday in September  
Thanksgiving Day

The day following Thanksgiving Day  
Christmas Eve, December 24  
Christmas Day, December 25  
New Year's Eve, December 31  
Floating Holiday

### **Non-Shift Employees**

A holiday is considered a maximum of nine (9) hours regardless of the employee's work schedule (such as 4/10, etc.). An employee who works an alternate schedule (i.e. 4/10) will need to supplement his or her holiday with another leave bank (floating, vacation or comp time).

Except on those years when Christmas, Christmas Eve, New Year's and/or New Year's Eve fall on a Saturday or Sunday, where it will be more efficient to use the Holiday time to "pay" for the Holiday Closure, if a holiday falls on a Sunday, the Monday following is observed. If a holiday falls on a Saturday the preceding Friday is observed.

If a holiday falls on a day that an employee is not scheduled to work he or she will receive the equivalent hours (maximum nine (9) hours) in his/her holiday bank. If an employee works on a holiday they will be compensated at his/her regular hourly rate of pay for hours worked. If they work fewer than nine (9) hours his/her time shall be augmented by holiday time up to nine (9) hours and they shall accrue the balance of their nine (9) hours of holiday time. Example #1: An employee works five (5) hours on a holiday. They are paid for five (5) hours of regular time, four (4) of holiday time and they accrue five (5) hours of holiday time. Example #2: An employee works nine (9) hours on a holiday. They are paid for nine (9) hours of regular time and accrue nine (9) hours of holiday time. If a holiday falls on an 8-hour work day (non-9/80 Friday) the employee shall receive eight (8) hours pay for the day and one (1) hour of holiday time in their accrual bank. Employees are guaranteed 108 hours of holiday pay per each full year worked. Employees shall be in a paid status the day prior to and immediately following the holiday in order to receive holiday pay.

Time off taken during any part of the Christmas/New Year's Closure (Holiday Closure) period, as designated each year, shall be accounted for by using Holiday Bank hours to the extent that Holiday Bank hours are available in the employee's Holiday Bank. Vacation and or compensatory bank time may only be used to "pay" for days within the period designated as the Holiday Closure after the employee's Holiday Bank is exhausted.

Floating Holiday. Nine (9) hours of floating holiday leave time shall be granted to each employee on July 1 of each fiscal year. This time shall not be carried over from one fiscal year to the next. Newly hired employees shall be granted nine (9) hours of floating holiday leave time if hired between July 1 and December 31 of each year and four and one half (4.5) hours of floating holiday leave time if hired between January 1 and June 30 of each year.

Holiday leave shall not be carried over from one fiscal year to the next, nor may employees convert unused holiday leave to cash except upon termination of employment. Department Directors may approve carrying over holiday leave banks past June 30<sup>th</sup> when extenuating circumstances occur.

### **Shift Employees**

Shift employees do not have designated holidays. Shift employees shall accrue one hundred forty-four (144) holiday hours per fiscal year at the rate of approximately 5.54 hours per pay period. Accrued holiday hours shall be recorded on the employee's paycheck stub.

It is not the intention of the City to encourage the accumulation of holiday hours. Maximum consideration shall be given to taking holiday hours on the designated holidays. A shift employee must submit a written request to his/her immediate supervisor prior to taking holiday hours off. Holiday hours for shift employees may only be taken subject to the approval of the Fire Chief after the consideration of the departmental workload and other staffing considerations such as, but not limited to, the approved leave schedule of other employees, sick leave and position vacancies, and impact of the used holiday upon overtime expenditures.

When a designated holiday is taken off, the employee's holiday accrual balance shall be debited in the amount of holiday hours taken off. Vacation and/or compensatory time off, shall not be utilized to fund a used holiday off, unless the employee's holiday bank has a balance of hours less than the hours in a worked day. In such case the existing holiday bank may be supplemented with vacation and/or compensatory time off earned hours to the extent necessary to equal the holiday hours taken off.

Holiday hours accumulated and not taken shall be paid on the first payday in November at the employee's basic rate of pay as of the date of payoff. Payoff of accumulated holiday hours shall be processed with the employee's regular payroll check.

## **DONATION OF LEAVE TIME**

Employees may donate, on an hour-for-hour basis, vacation, compensatory or holiday leave time to other City employees with a major medical condition who have exhausted all available accrued leave time due to their medical condition.

## **SICK LEAVE AND BEREAVEMENT LEAVE**

### **Sick Leave**

Non-shift employees shall earn eight (8) hours of sick leave per month; shift employees shall earn twelve (12) hours of sick leave per month. Sick leave shall be earned, commencing on the first day of employment, and shall accrue on a bi-weekly basis.



**Personal Medical and Dental Appointments**

Subject to the approval of the Fire Chief and/or his/her designee, employees may utilize sick leave for personal medical and/or dental appointments.

**Sick Leave Authorization for Immediate Family Members**

A non-shift employee shall be allowed to use up to a maximum of forty eight (48) hours of personal sick leave per calendar year for medical and/or dental appointments for immediate family members, and/or illness or death of an immediate family member. A shift employee shall be allowed to use up to a maximum of seventy two (72) hours of personal sick leave per calendar year for medical and/or dental appointments for immediate family members, and/or illness or death of an immediate family member. Immediate family as used in this Section is limited to: the employee's parents and grandparents (natural, adoptive, foster, by marriage or legal guardians), current spouse, registered domestic partner, children and grandchildren (natural, adoptive, foster, or by marriage or domestic partnership), parents-in-law (or by domestic partnership), siblings, and siblings-in-law (or by domestic partnership). In the event of death in the immediate family, a death certificate or other acceptable evidence may be required by the Fire Chief before the sick leave is allowed. In the event of an illness in the immediate family, a medical certificate from an acceptable medical authority or a personal statement of such illness and an explanation of the need for the employee's absence, may be required by the Fire Chief. Such leave may take travel time into consideration. The amount of sick leave used in either of these two circumstances shall be reported on the appropriate leave request form.

**Notification to Supervisor**

Any employee needing to be absent because of sickness or other physical disability shall notify the Fire Chief or immediate supervisor at least one day prior to such absence if circumstances permit, or as soon thereafter as possible. Any employee falsifying a reason for sick leave shall be subject to discipline, up to and including termination.

**Return to Work After Sick Leave**

An employee using sick leave pursuant to this Article and City of Brea Human Resources Rules and Regulations, may be required by the Human Resources Officer to submit a medical certificate signed by a duly-licensed physician, surgeon, or psychiatrist stating that the employee was incapacitated for the performance of his/her duties during the sick leave use and that the employee is capable of performing his/her duties or such of his/her duties as are enumerated in the certificate. The Human Resources Officer may require the employee to take an examination by a City designated physician, surgeon, or psychiatrist who shall make a report to the City as to the employee's ability to fully perform the duties and responsibilities of his/her position. In the event the certificate and reports enumerate less than all of the duties to which the employee may be assigned, the City may assign the employee duties and responsibilities which the City believes the employee is capable of

performing. In cases of disabling illness or injury, the Human Resources Officer, in conjunction with the Fire Chief shall assess the City's ability to provide reasonable accommodation.

### **Sick Leave Conversion**

Upon an employee's written request, the City will convert sixty (60) hours (shift employees) or twenty (20) hours (non-shift employees) of his/her accrued sick leave to administrative leave subject to the approval of the Human Resources Manager and the following provisions:

- A. The employee must have accrued a minimum balance of 1200 hours (shift employees) or 875 hours (non-shift employees) of sick leave in his/her sick leave bank at the time of the request.
- B. The conversion of sick leave hours to administrative leave may occur only one (1) time per fiscal year per employee.
- C. Sick leave converted to administrative leave shall not be carried over from one (1) fiscal year to the next, nor may employees convert unused administrative leave to cash.
- D. Sick leave hours converted to administrative leave may only be taken subject to the approval of the Fire Chief.

### **Bereavement Leave**

An employee shall be allowed three (3) working days (non-shift employees) or forty-eight (48) hours (shift employees), as applicable, of bereavement leave for each incident of a death of an immediate family member (as defined above). Bereavement leave usage is subject to sick leave usage rules and is in addition to the sick leave which an employee may use for death in the immediate family. Bereavement leave hours shall not accrue or carry over to a new fiscal year.

## **OTHER LEAVES**

### **Leave of Absence Without Pay**

The Fire Chief may grant leaves of absence without pay for a maximum of ninety (90) working days to an employee if the circumstances of the particular case warrant such leave of absence in writing. An employee, not under suspension, may make application for leave without pay after all available leave benefits, including vacation, administrative leave, compensatory time, holiday leave time, Family Care Leave, and sick leave (subject to eligibility to use sick leave) and any other leave benefits have been completely used. No employment or fringe benefits such as sick leave, vacation, retirement, or any other benefits shall accrue to any employee on leave of absence without pay; except however, the City will

continue to pay the employee's medical insurance up to the current maximum allowable under the current flexible benefit plan program for a maximum of three (3) months during any one leave in any twelve (12)-month period while an employee is on authorized leave.

Prior to the end of a leave of absence without pay, if the employee desires additional leave, written application must be made to the City Manager stating the reasons why the additional leave is required and why it would be in the best interest of the City to grant such additional leave. If, in the City Manager's opinion, such additional leave is merited and would still preserve the best interests of the City, he/she may approve such extensions of leave of absence for a period not to exceed an additional ninety (90) working days. If the employee does not return to work prior to or at the end of such leave of absence or extension of leave of absence, the City shall consider that the employee has terminated his/her employment with the City. An employee on leave of absence must give the City at least a seven (7) day written notice of the employee's intent to return to work.

## **ARTICLE VI – FRINGE BENEFITS**

### **Flexible Benefit Plan**

The City's Flexible Benefit Plan shall include for the employee and eligible dependents City sponsored health insurance plans including medical insurance, dental insurance, and optical insurance. The Flexible Benefit Plan shall also include, for employee only, short-term disability, optional life insurance, deferred compensation, and undergraduate education reimbursement for college-level courses.

Effective January 1, 2013, the maximum Flexible Benefit contribution for employees enrolled in a City sponsored medical plan shall be:

Single employee	\$750
Employee plus 1 dependent	\$1225
Employee plus 2 or more dependents	\$1450

Effective the first full pay period on or after January 1, 2020, the maximum Flexible Benefit contribution for employees enrolled in a City sponsored medical plan shall be:

Single employee	\$800
Employee plus 1 dependent	\$1225
Employee plus 2 or more dependents	\$1550

If, during the term of this contract, any other bargaining association receives a net increase in the contribution to the City's Flexible Benefit Plan as defined in the MOU to an amount greater than that available to BFMA members during fiscal year 2018/2019 or fiscal year 2019/2020, the same amount and/or benefit under the same conditions provided to the other association will be made available to BFMA members effective the

same date as made available to the other association.

Employees hired prior to January 1, 2006, who have opted out will continue to receive a \$650 contribution. Employees hired on/after January 1, 2006, shall receive the amount shown for the plan level in which they have enrolled. Those hired on/after January 1, 2006, who opt-out of a medical plan will receive \$325 per month.

Employees who do not use the full amount of the Flexible Benefit contribution for optional benefits provided herein may elect to receive the remaining amount as taxable cash in the bi-weekly payroll, or to deposit the amount in a deferred compensation (457) plan.

Should the total cost of premiums for benefits selected under the Flexible Benefit Plan exceed the City's monthly contribution, the overage will be paid by the employee via pretax payroll deductions. The City will continue to pay the one-half percent (1/2%) administrative fee for the CalPERS Health Insurance Program medical insurance plan. If the administrative fee increases, the City shall meet and confer on the increase.

While participating in the CalPERS Health Plans during the term of this Agreement, should CalPERS or legislative acts redefine the designated contributions for retirees to include Flexible Benefit Plan contributions, the parties will meet and confer on an alternative method of funding active employee benefits.

At such time during the term of this Memorandum of Understanding that education reimbursement is considered a taxable benefit under Internal Revenue Service regulations, then education reimbursement shall be excluded as a Flexible Benefit Plan option.

### **Retiree Medical Benefit**

Within the monthly contribution amounts, \$335 is considered to be the City's contribution toward the CalPERS Health Insurance Program for medical insurance and shall be reported to CalPERS as such. This \$335 shall be the City's contribution toward retiree medical insurance coverage. There is no opt out value for retiree medical coverage. The parties intend that the entitlement to receive a retiree medical benefit of \$335 per month is a vested benefit for all employees hired by the City on or before June 30, 2017. The inclusion of this vesting language is to comply with the Supreme Court's decision in M&G Polymers v. Thackett, 135 S.Ct. 935 (2015), requiring that the intent to vest a benefit be explicitly set forth.

Employees newly hired into this unit after June 30, 2017, shall, upon retirement from the City receive the CalPERS Public Employees' Medical and Hospital Care Program (PEMHCA) minimum (as determined by CalPERS on an annual basis), not to exceed the actual cost of the plan selected. (PEMHCA minimum is \$136 per month in calendar year 2019).

**Life Insurance**

Based on the life insurance policy limitations, the City shall provide each employee with a term life insurance policy with a benefit equal to one (1) times the individual employee's annual salary. An employee may purchase additional (optional) life insurance at his/her own expense, subject to the terms, conditions, and approval of the insurance carrier.

**Long-Term Disability Insurance Plan (LTD)**

- A. The City shall provide Long-Term Disability Insurance benefits for all employees during the term of this Agreement.
- B. Effective for qualifying illnesses or injuries occurring after April 1, 2008, Long-Term Disability (LTD) benefits shall equal 66-2/3% of the first \$15,000 of the employee's basic monthly earnings, reduced by any deductible benefits as described in the Plan Document. For the purposes of this benefit, "basic monthly earnings" means the regular salary range step amount applicable to the affected employee, exclusive of overtime or intermittent additional compensation that may be paid in any pay period. No benefits shall be payable for the first sixty (60) calendar days of each period of total disability, or the end of the period of accumulated paid sick leave to which the employee is entitled under the City's sick leave program, whichever is longer. After LTD benefits commence, the employee may elect to use any remaining paid leave (vacation or other accumulated leave) to supplement such benefits during the term of illness or injury leave. The amount of supplementation, in conjunction with the LTD benefit payment, shall not exceed the employee's normal payroll for the period.
- C. Maximum Benefit Period. Section 1, Schedule of Insurance, Item B, Maximum Benefit Period, of the City's Long-Term Disability Policy, shall be amended as follows:

**B. MAXIMUM BENEFIT PERIOD**

Disability Due to Injury - The longer of (1) and (2) defined as:

- (1) 12 months,
- (2) To age 65.

Disability Due to Sickness - The longer of (1) and (2) defined as:

- (1) 12 months,
- (2) To age 65.

**Section 125 Program**

The City has implemented an Internal Revenue Section 125 Program which allows employees to allocate specified amounts of monthly pre-tax salary or wages for the reimbursement of medical care expenses or dependent care expenses, or both. Employees who choose to participate in the program shall pay all subsequent program administration costs and/or fees.



### **Deferred Compensation**

Employees may defer wages under the City-sponsored deferred compensation program.

### **Retirement Health Savings Plan (RHSP)**

Effective July 1, 2019, any Fire Management safety member of CalPERS who (1) retires from the City of Brea, and (2) has reached a cumulative age and length of service in CalPERS that would provide the maximum retirement benefit (i.e., 90% final compensation), shall have his/her unused sick leave bank at the time of separation, which would otherwise have provided additional retirement service credit, converted to a contribution to the RHSP. The amount of contribution will be calculated as the dollar value of the unused sick leave multiplied by 50%.

All Fire Management employees who separate from the City of Brea in good standing (i.e., for non-disciplinary reasons) and have an accumulated bank of unused vacation and/or Compensatory Time Off shall have 100% of the accumulated leave converted to an employer contribution to the RHSP. The amount of contribution shall be the employee's hourly rate of pay multiplied by the number of vacation and/or Compensatory Time Off hours eligible under this provision.

Individuals in the following categories will contribute to their own accounts the amounts described by payroll deduction:

1. Fire Management employees who have attained the age of fifty (50) years shall contribute five percent (5%) of normal base salary (inclusive of assignment and Professional Development Pay).
2. Fire Management employees who have not attained the age of fifty (50) years shall contribute two percent (2%) of normal base salary (inclusive of assignment and Professional Development Pay).

## **RETIREMENT**

### **Public Employees' Retirement System (CalPERS)**

All employees covered under this Agreement shall be members of the State of California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

Retirement Formula - The CalPERS plan in effect for Safety Members hired before September 17, 2011, is the 3% @ 50 formula for Local Safety Members, based on single highest year. The CalPERS plan in effect for unit members hired as Classic safety employees on or after September 17, 2011, is the 2% @ 50 formula, (except as noted below in the section titled "New Employees") based on the three highest consecutive

years and shall not be eligible for the single highest year benefit.

Employee Contribution - Employees hired as "Classic" Local Safety Members under the CalPERS definition shall pay the entire nine percent (9%) CalPERS-mandated employee retirement contribution. Effective the first full payroll period commencing on or after July 1, 2017 "Classic" safety employees in the unit shall pay an additional three percent (3%) cost sharing contribution pursuant to Government Code Section 20516 for a total CalPERS contribution of twelve percent (12%).

New Employees or New Members - Pursuant to California Public Employees' Pension Reform Act of 2013 (PEPRA), Local Safety Members in this unit who are "new employees" and/or "new members" as those terms are defined in Government Code Section 7522.04 hired on or after January 1, 2013, are enrolled in the 2.7% @ 57 Retirement Formula for Local Safety Members (Government Code Section 7522.25(d) Safety Option Plan Two) based on the three highest consecutive years and shall be ineligible for the single highest year benefit.

PEPRA Employee Contribution - Pursuant to PEPRA, "new employees" or "new members" hired on or after January 1, 2013, shall individually pay at least fifty percent (50%) of the total normal cost of pension as is determined each year by CalPERS to be the employee contribution rate. Effective the first full payroll period beginning on or after July 1, 2017 "new employees" or "new members" shall pay up to an additional three percent (3%) contribution pursuant to Government Code Section 20516 for a maximum contribution of twelve percent (12%). This cost sharing contribution shall be treated as normal member CalPERS contributions to the extent provided by statute. (PEPRA normal cost rate for 2019 is eleven and one quarter percent (11.25%) resulting in an increase CalPERS contribution of one and three quarters percent (1.75%) to equal a maximum total of twelve percent (12%).

1959 Survivor Benefit - The PERS Retirement Plan has been amended to include the Fourth Level 1959 Survivor Benefit. The employee shall pay one hundred percent (100%) of the monthly cost for this benefit, in addition to the \$2.00 monthly cost for the Basic Level 1959 Survivor Benefit.

Single Highest Year - All safety employees subject to the single highest year (one-year final compensation) benefit shall fund that benefit one hundred percent (100%), in the amount of 1.681% of CalPERS reportable "compensation earnable," as it may from time to time exist. Said funding shall be by means of a payroll deduction.

Association members hired after July 1, 2011 shall not be eligible for the single highest year benefit.

Implementation of all of the above funding of the employee CalPERS contributions shall be accomplished by means of each affected employee incurring a payroll deduction each payroll period in the above amount(s). Said payroll deductions shall be on a pre-tax basis pursuant to IRS Code section 414 (h) (2).

## **Social Security**

In the event the City and its employees are required to participate in the Federal Social Security Program, the contributions designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

## **WELLNESS PROGRAM**

The City shall contribute a maximum of \$450 per fiscal year for each employee towards wellness and fitness programs for the employee, including any combination as provided hereinafter. Wellness expenses that are **not pre-approved** prior to incurring the expense may not be reimbursed. Pre-approval is not required for Body Scans and Chiropractic or Medical Care when all other requirements are met. For ongoing Cardiovascular & Strength Training programs, only one pre-approval is required per program, employees will not need to be pre-approved each year.

- A. Medical Examination - Wellness money may be used for voluntary medical examinations. The medical examination shall be conducted by a physician in active practice licensed by California State Law and within the scope of his/her practice as defined by California State Law. Employees are required to submit the cost of the medical examination through their medical insurance carrier prior to submitting a request for reimbursement from the City. An employee's request for reimbursement must be submitted to the Human Resources Manager, and must be accompanied by an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier.

The Wellness Program does not reimburse for examinations or procedures for cosmetic or non-medically necessary services.

- B. Cardiovascular and Strength Training Programs - Employees shall be entitled to reimbursement for cardiovascular and weight training programs. Reimbursable expenses must be pre-approved by the Human Resources Manager prior to incurring the expense. All employee requests for reimbursement must be accompanied by an itemized receipt for expenses incurred showing the employee member's name and dates of the covered enrollment period. Reimbursement will be made for the current program year only. If the employee pays for more than one program year, they will receive reimbursement for the second program year 12 months after the first reimbursement.
- C. Preventive or Diagnostic Heart, Stroke, and Body Scanning - The City contribution shall be available for reimbursement for the costs of preventive and diagnostic medical evaluations involving scientific scanning processes and similar non-invasive techniques, which are not reimbursable under the employee's medical insurance

plan. Employees must provide an itemized receipt for expenses incurred and the "Explanation of Benefits" (EOB) statement from his/her medical insurance carrier (i.e., denial of benefits).

- D. Weight Reduction - The City contribution shall be available for reimbursement of registration and meeting expenses for weight reduction programs. All subsequent requests for reimbursement submitted to the Human Resources Manager must be accompanied by an itemized receipt for expenses incurred, as well as verification of continued participation/attendance.

Following are some examples of items that would and would not qualify for Cardiovascular & Strength Training Programs & Equipment. A more comprehensive list is available in Human Resources:

**Cardio/Strength Training Program Examples:**  
**Examples:**

**Cardio/Strength Training Equipment**

Qualified expenses

- Gym membership
- Martial arts classes
- Personal trainer
- Yoga classes

Non-qualified expenses

- Dance classes
- Pool memberships
- Sports leagues (Hockey, football, etc.)
- Wii Fit

Qualified expenses

- Exercise machines (treadmill, elliptical, stationary bike, etc)
- Weights, weight benches
- Punching bags

Non-qualified expenses

- Bicycles
- Equipment floor mats
- Yoga Mats
- Gym clothes and shoes
- Pedometer
- Equipment warranties
- Exercise DVDs

The Wellness Program does not reimburse for examinations or procedures for cosmetic or non-medically necessary Service.

## **ARTICLE VII –PROFESSIONAL DEVELOPMENT AND TECHNOLOGY REIMBURSEMENT**

The Education Reimbursement program is designed to encourage employees to continue their self-development by enrolling in approved coursework that will educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their job and/or help prepare them for advancement to positions of greater responsibility with the City.

### **Eligibility**

In addition to training provided by the City, each employee shall be eligible for reimbursement for college level coursework as part of a degree program. Education reimbursement monies shall only be applied to the verified cost of tuition, registration, course-related books, parking and laboratory fees for the approved education program. In order to be eligible for education reimbursement for college coursework as described herein employees must have attended a college or university accredited by the Western

Association of Schools and Colleges (WASC) or an equivalent accrediting organization. Tuition shall not be granted for on-line attendance or other attendances at what are referred to as "degree mills." For purposes of this MOU only, a "degree mill" is an organization that awards academic degrees and diplomas with substandard or no academic study and without recognition by official educational accrediting bodies. These degrees are often awarded based on vaguely construed life experience. Some such organizations claim accreditation by non-recognized/unapproved accrediting bodies set up for the purposes of providing a veneer of authenticity.

In order to be eligible for reimbursement, employees are required to submit a request for Education Reimbursement prior to scheduled program and obtain approval from the Human Resources Manager or his/her designee. Proof of completion of the approved college course work shall consist of a college transcript showing a letter grade of "C" or better, or in cases where no letter grade is given, a certificate of completion or written proof that the college course work was completed in a satisfactory manner. Upon completion of the approved program, requests for reimbursement must be submitted to the Human Resources Manager (or his/her designee) and must be accompanied by a receipt for all eligible expenses incurred.

#### **Reimbursement Schedule (Grandfathered Employees)**

Association members currently in progress of obtaining a degree under the terms and conditions of the April 1, 2017 – March 31, 2018 MOU shall be grandfathered in and continue with the reimbursement provisions contained in that MOU. For those employees grandfathered into ongoing degree programs, and not subject to the "*Successor Tuition Reimbursement Program*," the amount of education reimbursement available shall be \$3,000, for the twelve (12) month period from September 1 through August 31. Eligibility for the \$3,000 education reimbursement portion is conditioned upon providing proof of the classes being credited by the educational institution towards the degree being sought and enrollment of the employee in the degree program. Only associate's, bachelor's, or master's degree programs will be eligible for the full \$3,000 portion of the education reimbursement.

#### **Reimbursement Schedule (Successor Tuition Reimbursement Program)**

Effective July 1, 2019, the maximum lifetime amount of education reimbursement available to each non-grandfathered employee shall be \$12,000 for a bachelor's degree and \$12,000 for master's degree (or a total of \$24,000) obtainable on a reimbursable basis with proof of completion of the degree(s) and eligible expenses. If an employee has previously obtained a bachelor's degree prior to employment with the City, then they shall be eligible to receive the lifetime maximum of \$24,000 for a master's degree.

An employee may submit for a partial payment in January after the completion of 50% of the units required for the bachelor's or master's degree or with the attainment of an associates of arts degree. The maximum available for the partial payment shall be no more than \$5,000 based on reimbursement of eligible expenses. In January after completion of the bachelors' degree or master's degree, an employee may submit for



reimbursement of eligible expenses for an additional \$5,000. The employee may request reimbursement of the remaining \$2,000 for eligible expenses in the month of January a minimum of one year after completion of degree. If the request for reimbursement of the remaining amount exceeds \$5,000 for a master's degree under the lifetime maximum provision, then the final amount will be reimbursed at an amount not to exceed \$5,000 per year.

The amount of tuition reimbursement available annually for pre-approved professional development and certification courses to each employee shall be \$750 for the twelve (12) month period September 1, through August 31, in which the course(s) are completed and requests receive final approval by the Human Resources Manager. Up to \$250 of the annual \$750 may be used for reimbursement of technology items (computer-related hardware or software) pre-approved by the Human Resources Manager. Money used for professional development and certification courses or technology items will be deducted from the employee's total annual tuition reimbursement allocation.

Any Association employee who voluntarily elects to separate from the City shall be required to reimburse the City for all tuition reimbursements, except for technology items, received in the 24 months preceding such separation, at the rate of 1/24<sup>th</sup> for each full month he/she separates prior to 24 months.

### **Reimbursements from Other Sources**

If an employee receives tuition payments or refunds for college-level course work from other sources, the City will contribute the difference between the amount the employee receives from the other source and the authorized costs incurred by the employee to the maximum amount cited above.

## **ARTICLE VIII - OTHER PROVISIONS**

### **Substance Abuse Policy**

It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of co-workers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.

It is in the best interest of the City, the Association, employees and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the knowing use of any legal or illegal intoxicating substances or knowing misuse of a prescribed or non-prescribed drug in a manner and to a degree that substantially impairs the employee's work performance or the ability to use City property or equipment safely.

The City pays for a counseling service for employees who have problems with drugs and/or alcohol. The City and the Association agree that every effort shall be made by the City to refer employees who have such problems to this counseling service for assistance.

The City shall, upon showing of reasonable suspicion that this policy is being violated, compel an employee who appears to be unable to perform any portion of his/her job to submit to a medical examination on City time and at the City's expense, which includes drug or alcohol screening. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the City's right to discipline or discharge any employee.

The City shall provide training to employees and supervisors to assist them in detecting employees with possible drug or alcohol problems.

### **Use of Tobacco Products**

Employees shall not smoke or use any tobacco products at any time while on, or off, duty.

Violation of this Article may subject the employee to disciplinary action up to and including termination.

### **Firefighter Bill of Rights**

On and after January 1, 2008, the investigation and process for disciplinary actions against non-probationary Battalion Chiefs shall be consistent with the Brea Human Resources Rules and Regulations and Government Code Section 3250 et seq. (hereinafter referred to as the Firefighter Procedural Bill of Rights, or "FBOR"). In lieu of Brea's Rule X, an appeal from a disciplinary action shall be conducted as provided below.

1. A written notice of a disciplinary decision (or "accusation" as that term is used in GC 11500 et seq.), shall be provided to the non-probationary Battalion Chief at least forty-eight (48) hours before the effective date. The decision shall also include a copy of the employee's rights to appeal the decision within fifteen (15) calendar days, and copies of GC 11507.5, 11507.6, and 11507.7
2. Within fifteen (15) calendar days after delivery of a written notice of a disciplinary decision (or "accusation" as that term is used in GC 11500 et seq.), a non-probationary Battalion Chief may file an appeal by serving a written Notice of Defense (see below) to the Human Resources Manager. Failure to file such Notice of Defense within fifteen (15) calendar days, as determined by time-stamp upon receipt in the Human Resources Department office, shall be deemed a waiver of the employee's right to appeal under the FBOR and the Administrative Procedures Act (GC 11500 et seq.).

3. The Notice of Defense shall include the following:
  - a) A request for hearing;
  - b) The basis of the appeal, including objections to the accusation(s) or the form of the accusation(s);
  - c) Admission(s) to any part of the accusation(s);
  - d) The name, address and telephone number of any designated attorney or other party representing the employee in the appeal;
  - e) The signature of the employee and the date signed.
4. In the absence of any express admission or objection, the Notice of Defense shall be deemed a specific denial of all parts of the accusation.
5. Upon receipt of the Notice of Defense, the City will contact the California Office of Administrative Hearings to request assignment to an administrative law judge and the scheduling of an appeal hearing. Further notices regarding the hearing will be provided to the employee and such parties as the employee included in the Notice of Defense. The hearing shall be conducted by the administrative law judge in accordance with GC 11508 et seq.

## **ARTICLE IX – LABOR MANAGEMENT COMMITTEE**

The City agrees to work with the Association to establish a labor management committee to discuss issues of mutual concern as needed.

## **ARTICLE X - MOU CONTRACT PROVISIONS**

### **ENTIRE MEMORANDUM OF UNDERSTANDING**

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memoranda of agreement, or memoranda of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State Law.

## FISCAL CRISIS PROVISION

The City and the bargaining unit will each have the right to request to reopen negotiations regarding other compensation and benefit modifications that may be necessary to offset budget revenue shortfalls or increased expenditures, and each party agrees to meet and confer in good faith prior to any modifications that impact the standing provisions of this MOU. The City reserves the right to determine if, when and where layoffs may occur, but will meet and confer regarding the impact of such layoffs on bargaining unit members.

## SEVERABILITY

Should any provision of this Memorandum of Understanding be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

## TERM OF MEMORANDUM OF UNDERSTANDING

This agreement shall become effective April 1, 2018, and shall remain in full force and effect through March 31, 2020.

## RATIFICATION AND EXECUTION

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until adopted by the City Council of the City of Brea. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into on this 17<sup>th</sup> day of September 2019

### CITY OF BREA

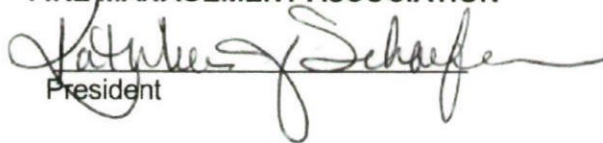
Mayor \_\_\_\_\_

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

### FIRE MANAGEMENT ASSOCIATION

  
President

\_\_\_\_\_  
Vice-President

Dated: 9.11.19.

# **EXHIBIT A**

Salary Tables Effective:

April 1, 2018 – July 12, 2019  
July 13, 2019 – March 31, 2020

## EXHIBIT A

### Salary Tables Effective 04/01/2018 – 07/12/2019

<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
FIRE BATTALION CHIEF	\$9,731.24	\$12,458.38
FIRE DIVISION CHIEF (Battalion Chief assignment in accordance with the Special Assignment section of the MOU)	\$10,704.36	\$13,704.21
FIRE DEPUTY CHIEF (Battalion Chief assignment in accordance with the Special Assignment section of the MOU)	\$11,774.80	\$15,074.63

### Salary Tables Effective 07/13/2019 – 03/31/2020

<b><u>JOB CLASS TITLE</u></b>	<b>(MONTHLY)</b>	
	<b><u>MINIMUM</u></b>	<b><u>MAXIMUM</u></b>
FIRE BATTALION CHIEF	\$9,925.86	\$12,707.54
FIRE DIVISION CHIEF (Battalion Chief assignment in accordance with the Special Assignment section of the MOU)	\$10,918.44	\$13,978.29
FIRE DEPUTY CHIEF (Battalion Chief assignment in accordance with the Special Assignment section of the MOU)	\$12,010.28	\$15,376.11



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**City of Brea**

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 09/17/2019

**SUBJECT:** Monthly Report of Investments for the City of Brea for Period Ending July 31, 2019

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**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 July. 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 July 31, 2019, the total market value of the managed investment portfolio, including accrued interest, was \$75,207,581.43 as compared to \$75,249,274.61 at June 30, 2019. The weighted average investment yield for July 2019 was 2.19%, which was the same as the prior month. The City's Local Agency Investment Fund (LAIF) had a total market value, including accrued interest of \$11,571,503.56 at July 31, 2019. This brings the total value of the City's investment portfolio as of July 31, 2019 to \$86,779,084.99 as compared to \$97,875,820.32 at June 30, 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 July 31, 2019, the market value of the PARS account, including short-term cash and accrued interest was \$8,581,663.01 as compared to \$8,529,527.03 from the prior month. All other restricted cash investments (bond reserve accounts), including short-term cash and accrued interest was \$5,359,108.45 in comparison to \$7,466,755.13 from the prior month.

All City investments are GASB rated No. 1, where the custodian (The Bank of New York Mellon Trust Company, N.A.) acts as an agent of the City, and is not a counter party to the investment

transaction, and all securities are held in the name of the City of Brea. The custodial account at Bank of New York and account records with Chandler Asset Management have been reconciled to par value for the month. The City of Brea has sufficient cash flow to meet its expected expenditures for the next six months.

### **FISCAL IMPACT/SUMMARY**

During the month of July, the total value of the City's investment portfolio decreased by \$11,096,735.33. This is primarily due to pre-payment of the annual Unfunded Accrued Liability (UAL) to CalPERS as well as the annual payment to Cal Domestic Water Company for the purchase of over entitlement water for the prior fiscal year. The City's PARS account increased by \$52,135.98 due to market rate adjustments. The City's bond reserve accounts decreased by \$2,107,646.68 due to debt service payments for the 2009, 2010 and 2014 Water Revenue Bonds that were due on July 1, 2019.

### **RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

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### **Attachments**

Attachment A

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**City of Brea**  
**Cash and Investment Information**  
July 31, 2019

		<b>Cost Value</b>	<b>Market Value*</b>
<b>Demand and Interest-Bearing Checking Accounts</b>	Citizen's Bank	\$ 2,224,347.53	\$ 2,224,347.53
<b>Local Agency Investment Fund</b>	LAIF	\$ 11,532,810.88	\$ 11,571,503.56
<b>Managed Investment Portfolio - CHANDLER</b>	Chandler	\$ 74,228,434.57	\$ 75,207,581.43
<b>PARS Post-Employment Benefits Trust**</b>	US Bank	\$ 7,960,704.96	\$ 8,581,663.01
<b><u>Fiscal Agent Cash &amp; Investments**</u></b>			
2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1)	Chandler/BNY	\$ 869,192.32	\$ 869,192.32
2009 Water Revenue Bonds	Chandler/BNY	\$ 1,966,688.38	\$ 1,966,688.38
2010 Water Revenue Bonds	Chandler/BNY	\$ 1,389,609.14	\$ 1,389,609.14
2010 Lease Revenue Bonds	Chandler/BNY	\$ 271,600.99	\$ 270,131.23
2014 Downtown Brea Public Improvements CFD Bonds	Chandler/BNY	\$ 167,295.48	\$ 167,295.48
2014 Water Revenue Bonds	Chandler/BNY	\$ 282.91	\$ 282.91
2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2)	Chandler/BNY	\$ 676,432.36	\$ 695,908.99
<b>Sub-total - Fiscal Agent Cash &amp; Investments</b>		<b>\$ 5,341,101.58</b>	<b>\$ 5,359,108.45</b>
<b>Report Grand Total</b>		<b>\$ 101,287,399.52</b>	<b>\$ 102,944,203.98</b>

\* Includes accrued interest on invested funds

\*\* Reserve Fund

**City of Brea**  
**Cash and Investment Information**  
 July 31, 2019

<b>Fiscal Agent Cash &amp; Investments Detail</b>		<b>Cost Value</b>	<b>Market Value</b>
10103	2005 Olinda Ranch Public Improvements Bonds (CFD 1997-1) - <b>CHANDLER</b>	\$ 466,172.62	\$ 466,172.62
	Short-Term Treasury Funds - <b>BNY</b>	\$ 403,019.70	\$ 403,019.70
	<b>Sub-total</b>	<b>\$ 869,192.32</b>	<b>\$ 869,192.32</b>
10073	2009 Water Revenue Bonds - <b>CHANDLER</b>	\$ 1,965,951.08	\$ 1,965,951.08
	Short-Term Treasury Funds - <b>BNY</b>	\$ 737.30	\$ 737.30
		<b>\$ 1,966,688.38</b>	<b>\$ 1,966,688.38</b>
10128	2010 Water Revenue Bonds - <b>CHANDLER</b>	\$ 1,389,233.99	\$ 1,389,233.99
	Short-Term Treasury Funds - <b>BNY</b>	\$ 375.15	\$ 375.15
	<b>Sub-total</b>	<b>\$ 1,389,609.14</b>	<b>\$ 1,389,609.14</b>
10129	2010 Lease Revenue Bonds - <b>CHANDLER</b>	\$ 271,520.00	\$ 270,050.24
	Short-Term Treasury Funds - <b>BNY</b>	\$ 80.99	\$ 80.99
	<b>Sub-total</b>	<b>\$ 271,600.99</b>	<b>\$ 270,131.23</b>
	2014 Downtown Brea Public Improvements CFD Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ 167,295.48	\$ 167,295.48
	<b>Sub-total</b>	<b>\$ 167,295.48</b>	<b>\$ 167,295.48</b>
	2014 Water Revenue Bonds - <b>CHANDLER</b>	\$ -	\$ -
	Short-Term Treasury Funds - <b>BNY</b>	\$ 282.91	\$ 282.91
	<b>Sub-total</b>	<b>\$ 282.91</b>	<b>\$ 282.91</b>
10600	2017 Brea Plaza Public Improvements CFD Bonds (CFD 2008-2) - <b>CHANDLER</b>	\$ 654,916.65	\$ 674,393.28
	Short-Term Treasury Funds - <b>BNY</b>	\$ 21,515.71	\$ 21,515.71
	<b>Sub-total</b>	<b>\$ 676,432.36</b>	<b>\$ 695,908.99</b>
<b>Report Grand Total</b>		<b>\$ 5,341,101.58</b>	<b>\$ 5,359,108.45</b>



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	2.37%
Average Purchase YTM	2.37%
Average Market YTM	2.37%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

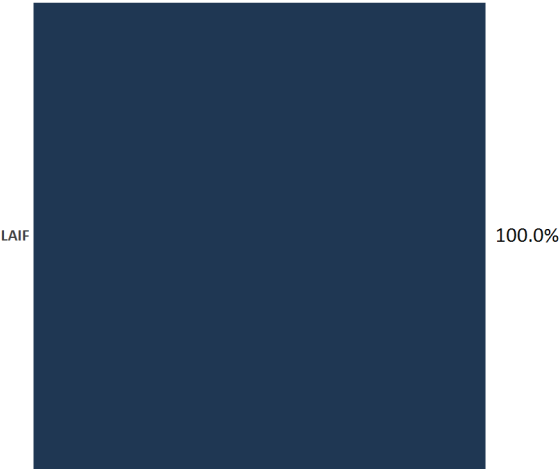
ACCOUNT SUMMARY

	Beg. Values as of 6/30/19	End Values as of 7/31/19
Market Value	22,474,523	11,532,811
Accrued Interest	152,023	38,693
Total Market Value	22,626,546	11,571,504
Income Earned	48,763	44,958
Cont/WD		-11,100,000
Par	22,474,523	11,532,811
Book Value	22,474,523	11,532,811
Cost Value	22,474,523	11,532,811

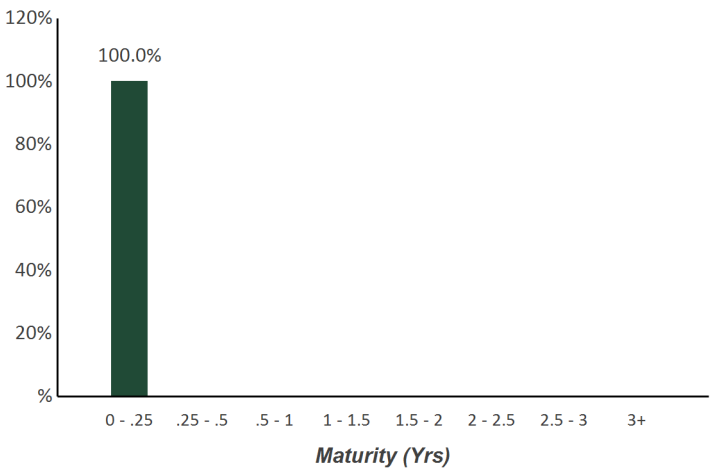
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

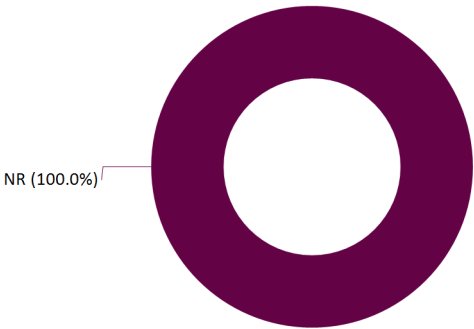
SECTOR ALLOCATION



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	0.23%	0.63%	1.52%	2.48%	1.98%	1.57%	1.08%	N/A	N/A

Holdings Report

As of July 31, 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	11,532,810.88	Various 2.37%	11,532,810.88 11,532,810.88	1.00 2.37%	11,532,810.88 38,692.68	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		11,532,810.88	2.37%	11,532,810.88	2.37%	11,532,810.88 38,692.68	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		11,532,810.88	2.37%	11,532,810.88	2.37%	11,532,810.88 38,692.68	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						11,571,503.56			



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.42
Average Coupon	2.18%
Average Purchase YTM	2.19%
Average Market YTM	2.06%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.69 yrs
Average Life	2.54 yrs

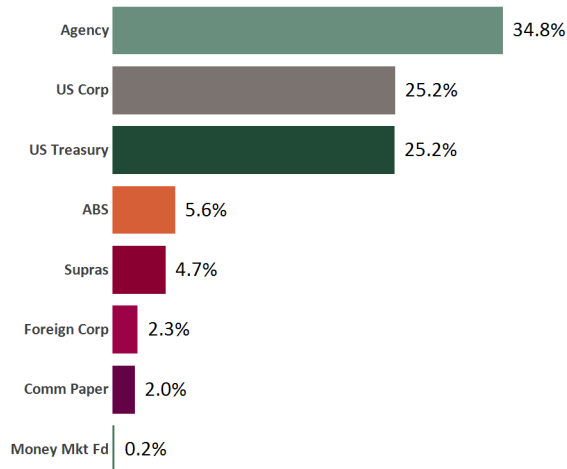
## ACCOUNT SUMMARY

	Beg. Values as of 6/30/19	End Values as of 7/31/19
Market Value	74,863,407	74,835,388
Accrued Interest	385,868	372,193
Total Market Value	<b>75,249,275</b>	<b>75,207,581</b>
Income Earned	141,202	137,920
Cont/WD		0
Par	74,121,032	74,263,234
Book Value	74,180,973	74,332,334
Cost Value	74,077,572	74,228,435

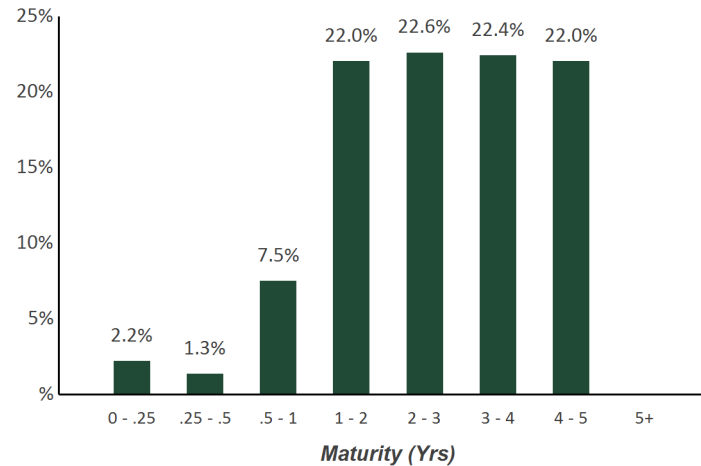
## TOP ISSUERS

Government of United States	25.2%
Federal National Mortgage Assoc	15.9%
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%
John Deere ABS	1.5%
Bank of New York	1.5%
<b>Total</b>	<b>69.2%</b>

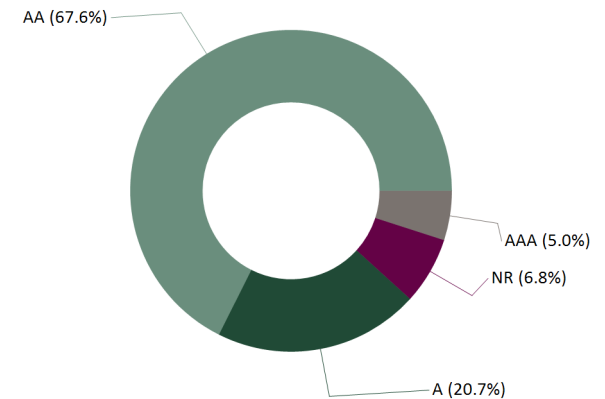
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	4/30/1996
City of Brea	-0.06%	1.47%	3.05%	4.83%	2.19%	1.56%	1.77%	1.96%	3.84%
ICE BAML 1-5 Yr US Treasury/Agency Index*	-0.18%	1.47%	2.86%	4.78%	2.01%	1.27%	1.55%	1.67%	3.48%
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	-0.15%	1.51%	3.05%	4.90%	2.10%	1.39%	1.66%	1.87%	N/A

\*ICE BAML 1-Yr US Treasury Bill Index to 9/30/01,

# Statement of Compliance

As of July 31, 2019

ATTACHMENT A



## City of Brea

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

Category	Standard	Comment
Treasury Issues	No limitations	Complies
US Agencies	25% per issuer	Complies
Supranationals	"AA" rated by a NRSRO; 15% maximum; 5% max per issuer	Complies
Municipal Securities	5% max issuer	Complies
Banker's Acceptances	40% maximum; 5% max issuer; 180 days max maturity	Complies
Commercial Paper	A-1/P-1 by S&P and Moody's; 25% maximum; 5% max per issuer; 270 days max maturity	Complies
Certificates of Deposit(CDs)/ Time Deposits (TDs)	5% max issuer; FDIC Insured and/or Collateralized	Complies
Negotiable CDs	30% maximum; 5% max per issuer	Complies
Medium Term Notes	"A" rated or better by a NRSRO; 30% maximum; 5% max per issuer	Complies
Pass Through Securities, Asset-Backed Securities (ABS), CMOs	"AA" or higher by a NRSRO; "A" rated issuer by a NRSRO; 20% maximum (combined), 10% maximum (ABS); 5% max per issuer; CMOs must pass FFIEC test	Complies
Money Market Funds	Highest rating by two NRSROs; 20% maximum; 5% max per fund	Complies
LAIF	40%;<60%, with OCIP	Complies
OCIP	40%;<60%, with LAIF	Complies
Repurchase Agreements	5% max issuer; 1 year max maturity	Complies
Range notes	Prohibited	Complies
Interest-only strips	Prohibited	Complies
Zero interest accruals	Prohibited	Complies
Agency Callable notes	5% maximum	Complies
Max Per Issuer	5% per issuer for all non government issuers and agencies	Complies
Maximum Maturity	5 years	Complies



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$74,180,973.26</b>
<b><u>Acquisition</u></b>		
+ Security Purchases	\$987,350.72	
+ Money Market Fund Purchases	\$359,705.32	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$1,347,056.04</b>
<b><u>Dispositions</u></b>		
- Security Sales	\$814,263.67	
- Money Market Fund Sales	\$279,940.56	
- MMF Withdrawals	\$0.00	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$102,562.37	
<b>Total Dispositions</b>		<b>\$1,196,766.60</b>
<b><u>Amortization/Accretion</u></b>		
+/- Net Accretion	\$1,305.54	
		\$1,305.54
<b><u>Gain/Loss on Dispositions</u></b>		
+/- Realized Gain/Loss	(\$234.40)	
		(\$234.40)
<b>ENDING BOOK VALUE</b>		<b>\$74,332,333.84</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$67,879.56</b>
<b><u>Acquisition</u></b>		
Contributions	\$0.00	
Security Sale Proceeds	\$814,263.67	
Accrued Interest Received	\$4,688.73	
Interest Received	\$144,020.25	
Dividend Received	\$2,386.24	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$102,562.37	
<b>Total Acquisitions</b>	<b>\$1,067,921.26</b>	
<b><u>Dispositions</u></b>		
Withdrawals	\$0.00	
Security Purchase	\$987,350.72	
Accrued Interest Paid	\$805.78	
<b>Total Dispositions</b>	<b>\$988,156.50</b>	
<b>ENDING BOOK VALUE</b>		<b>\$147,644.32</b>

## Holdings Report

As of July 31, 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
<b>ABS</b>									
89238BAB8	Toyota Auto Receivables Owner 2018-A A2A 2.1% Due 10/15/2020	192,387.07	01/23/2018 2.12%	192,367.42 192,378.30	99.96 2.40%	192,304.67 179.56	0.26% (73.63)	Aaa / AAA NR	1.21 0.15
654747AD6	Nissan Auto Receivables 2017-A A3 1.74% Due 8/16/2021	315,535.69	12/27/2017 2.10%	313,526.61 314,405.39	99.74 2.30%	314,716.55 228.76	0.42% 311.16	Aaa / NR AAA	2.05 0.47
43811BAC8	Honda Auto Receivables 2017-2 A3 1.68% Due 8/16/2021	295,349.96	04/27/2018 2.62%	290,758.19 292,504.89	99.67 2.27%	294,387.11 220.53	0.39% 1,882.22	Aaa / AAA NR	2.05 0.56
47788BAD6	John Deere Owner Trust 2017-B A3 1.82% Due 10/15/2021	99,316.87	07/11/2017 1.83%	99,309.59 99,313.08	99.73 2.33%	99,051.93 80.34	0.13% (261.15)	Aaa / NR AAA	2.21 0.53
47788CAC6	John Deere Owner Trust 2016-B A4 2.66% Due 4/18/2022	185,000.00	02/21/2018 2.68%	184,986.70 184,991.27	100.34 2.29%	185,637.88 218.71	0.25% 646.61	Aaa / NR AAA	2.72 0.89
43815HAC1	Honda Auto Receivables Owner 2018-3 A3 2.95% Due 8/22/2022	495,000.00	08/21/2018 2.98%	494,932.09 494,947.87	100.98 2.24%	499,857.43 405.63	0.67% 4,909.56	Aaa / NR AAA	3.06 1.35
02587AAJ3	American Express Credit 2017-1 1.93% Due 9/15/2022	1,050,000.00	Various 2.61%	1,039,535.16 1,042,100.12	99.77 2.38%	1,047,612.29 900.67	1.39% 5,512.17	Aaa / NR AAA	3.13 0.52
89238TAD5	Toyota Auto Receivables Owner 2018-B A3 2.96% Due 9/15/2022	700,000.00	07/25/2019 1.48%	707,410.16 707,390.73	101.11 2.13%	707,770.00 920.89	0.94% 379.27	Aaa / AAA NR	3.13 1.30
47788EAC2	John Deere Owner Trust 2018-B A3 3.08% Due 11/15/2022	575,000.00	07/18/2018 3.10%	574,956.42 574,966.72	101.03 2.30%	580,895.48 787.11	0.77% 5,928.76	Aaa / NR AAA	3.30 1.28
477870AC3	JDOT 2019-B A3 2.21% Due 12/15/2023	280,000.00	07/16/2019 2.23%	279,940.56 279,940.86	99.96 2.24%	279,893.60 120.32	0.37% (47.26)	Aaa / NR AAA	4.38 2.36
<b>Total ABS</b>		<b>4,187,589.59</b>	<b>2.43%</b>	<b>4,177,722.90</b> <b>4,182,939.23</b>	<b>2.28%</b>	<b>4,202,126.94</b> <b>4,062.52</b>	<b>5.59%</b> <b>19,187.71</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>2.94</b> <b>0.98</b>
<b>AGENCY</b>									
3135G0A78	FNMA Note 1.625% Due 1/21/2020	1,000,000.00	Various 1.46%	1,008,032.32 1,000,770.34	99.76 2.13%	997,612.00 451.39	1.33% (3,158.34)	Aaa / AA+ AAA	0.48 0.47
3137EADR7	FHLMC Note 1.375% Due 5/1/2020	1,250,000.00	05/28/2015 1.52%	1,241,437.50 1,248,695.87	99.47 2.09%	1,243,355.00 4,296.88	1.66% (5,340.87)	Aaa / AA+ AAA	0.75 0.74
3135G0D75	FNMA Note 1.5% Due 6/22/2020	1,030,000.00	Various 1.57%	1,026,700.60 1,029,389.99	99.51 2.05%	1,024,988.02 1,673.75	1.37% (4,401.97)	Aaa / AA+ AAA	0.90 0.88



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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
<b>AGENCY</b>									
3137EAEK1	FHLMC Note 1.875% Due 11/17/2020	450,000.00	11/21/2017	448,833.97	99.79	449,055.00	0.60%	Aaa / AA+ AAA	1.30
			1.96%	449,493.40	2.04%	1,734.38	(438.40)		1.27
3135G0F73	FNMA Note 1.5% Due 11/30/2020	1,225,000.00	12/16/2015	1,201,847.50	99.30	1,216,436.03	1.62%	Aaa / AA+ AAA	1.34
			1.90%	1,218,770.57	2.03%	3,113.54	(2,334.54)		1.31
3130A7CV5	FHLB Note 1.375% Due 2/18/2021	1,070,000.00	02/17/2016	1,065,677.20	99.07	1,059,996.57	1.42%	Aaa / AA+ AAA	1.56
			1.46%	1,068,658.44	1.99%	6,661.49	(8,661.87)		1.51
3135G0J20	FNMA Note 1.375% Due 2/26/2021	1,275,000.00	Various	1,269,953.70	99.05	1,262,882.40	1.69%	Aaa / AA+ AAA	1.58
			1.46%	1,273,364.32	1.99%	7,548.17	(10,481.92)		1.53
3135G0K69	FNMA Note 1.25% Due 5/6/2021	400,000.00	05/27/2016	395,724.00	98.79	395,164.00	0.53%	Aaa / AA+ AAA	1.77
			1.48%	398,470.99	1.95%	1,180.56	(3,306.99)		1.73
3135G0U35	FNMA Note 2.75% Due 6/22/2021	500,000.00	06/28/2018	500,740.00	101.51	507,540.50	0.68%	Aaa / AA+ AAA	1.90
			2.70%	500,469.55	1.93%	1,489.58	7,070.95		1.83
3130A8QS5	FHLB Note 1.125% Due 7/14/2021	1,285,000.00	10/04/2016	1,273,126.60	98.49	1,265,557.95	1.68%	Aaa / AA+ AAA	1.96
			1.33%	1,280,140.22	1.92%	682.66	(14,582.27)		1.92
3137EAEK9	FHLMC Note 1.125% Due 8/12/2021	1,250,000.00	08/30/2016	1,237,737.50	98.39	1,229,908.75	1.64%	Aaa / AA+ AAA	2.04
			1.33%	1,244,964.71	1.94%	6,601.56	(15,055.96)		1.98
3135G0N82	FNMA Note 1.25% Due 8/17/2021	1,285,000.00	Various	1,282,305.71	98.66	1,267,784.86	1.70%	Aaa / AA+ AAA	2.05
			1.29%	1,283,869.56	1.92%	7,317.36	(16,084.70)		1.99
3130AF5B9	FHLB Note 3% Due 10/12/2021	1,350,000.00	11/29/2018	1,353,402.00	102.31	1,381,189.05	1.85%	Aaa / AA+ NR	2.20
			2.91%	1,352,609.17	1.92%	12,262.50	28,579.88		2.11
3135G0S38	FNMA Note 2% Due 1/5/2022	1,350,000.00	04/25/2017	1,354,927.50	100.18	1,352,403.00	1.80%	Aaa / AA+ AAA	2.44
			1.92%	1,352,552.87	1.92%	1,950.00	(149.87)		2.36
3135G0T45	FNMA Note 1.875% Due 4/5/2022	1,315,000.00	06/19/2017	1,314,801.44	99.93	1,314,058.46	1.76%	Aaa / AA+ AAA	2.68
			1.88%	1,314,889.03	1.90%	7,944.79	(830.57)		2.58
3130A3KM5	FHLB Note 2.5% Due 12/9/2022	775,000.00	08/28/2018	764,808.75	101.91	789,800.95	1.05%	Aaa / AA+ NR	3.36
			2.83%	767,006.10	1.91%	2,798.61	22,794.85		3.20
3135G0T94	FNMA Note 2.375% Due 1/19/2023	1,000,000.00	03/14/2018	984,140.00	101.59	1,015,856.00	1.35%	Aaa / AA+ AAA	3.47
			2.73%	988,647.11	1.90%	791.67	27,208.89		3.32
3137EAEK5	FHLMC Note 2.75% Due 6/19/2023	1,200,000.00	07/20/2018	1,193,976.00	103.04	1,236,502.80	1.65%	Aaa / AA+ AAA	3.89
			2.86%	1,195,233.24	1.93%	3,850.00	41,269.56		3.67
313383YJ4	FHLB Note 3.375% Due 9/8/2023	1,200,000.00	10/29/2018	1,215,756.00	105.75	1,269,009.60	1.71%	Aaa / AA+ NR	4.11
			3.08%	1,213,321.06	1.91%	16,087.50	55,688.54		3.79

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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
<b>AGENCY</b>									
3135G0U43	FNMA Note 2.875% Due 9/12/2023	1,500,000.00	06/21/2019 1.89%	1,559,805.00 1,558,330.25	103.76 1.92%	1,556,374.50 16,651.04	2.09% (1,955.75)	Aaa / AA+ AAA	4.12 3.84
3130A0F70	FHLB Note 3.375% Due 12/8/2023	1,075,000.00	Various 2.74%	1,106,057.50 1,102,596.75	106.04 1.92%	1,139,889.15 5,341.41	1.52% 37,292.40	Aaa / AA+ AAA	4.36 4.04
3130AB3H7	FHLB Note 2.375% Due 3/8/2024	1,500,000.00	04/29/2019 2.37%	1,500,105.00 1,500,099.50	102.24 1.86%	1,533,645.00 14,151.04	2.06% 33,545.50	Aaa / AA+ NR	4.61 4.31
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	1,500,000.00	06/18/2019 1.96%	1,564,890.20 1,563,358.76	104.43 1.92%	1,566,453.00 5,630.21	2.09% 3,094.24	Aaa / AA+ NR	4.88 4.53
<b>Total Agency</b>		<b>25,785,000.00</b>	<b>2.01%</b>	<b>25,864,785.99</b> <b>25,905,701.80</b>	<b>1.95%</b>	<b>26,075,462.59</b> <b>130,210.09</b>	<b>34.84%</b> <b>169,760.79</b>	<b>Aaa / AA+ AAA</b>	<b>2.67</b> <b>2.53</b>
<b>COMMERCIAL PAPER</b>									
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 3,310.42	1.98% 0.00	P-1 / A-1 NR	0.23 0.22
<b>Total Commercial Paper</b>		<b>1,500,000.00</b>	<b>2.32%</b>	<b>1,488,933.75</b> <b>1,488,933.75</b>	<b>2.32%</b>	<b>1,488,933.75</b> <b>3,310.42</b>	<b>1.98%</b> <b>0.00</b>	<b>P-1 / A-1 NR</b>	<b>0.23</b> <b>0.22</b>
<b>FOREIGN CORPORATE</b>									
78012KKU0	Royal Bank of Canada Note 2.5% Due 1/19/2021	700,000.00	01/24/2018 2.64%	697,130.00 698,584.77	100.43 2.20%	703,003.00 583.33	0.94% 4,418.23	Aa2 / AA- AA	1.47 1.43
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	950,000.00	Various 2.94%	963,259.00 962,433.44	103.43 2.46%	982,546.05 12,006.95	1.32% 20,112.61	Aa3 / A AA-	4.62 4.22
<b>Total Foreign Corporate</b>		<b>1,650,000.00</b>	<b>2.82%</b>	<b>1,660,389.00</b> <b>1,661,018.21</b>	<b>2.35%</b>	<b>1,685,549.05</b> <b>12,590.28</b>	<b>2.26%</b> <b>24,530.84</b>	<b>Aa3 / A+ AA-</b>	<b>3.31</b> <b>3.07</b>
<b>MONEY MARKET FUND FI</b>									
316175884	Fidelity Institutional Money Market Fund 696	147,644.32	Various 1.97%	147,644.32 147,644.32	1.00 1.97%	147,644.32 0.00	0.20% 0.00	Aaa / AAA NR	0.00 0.00
<b>Total Money Market Fund FI</b>		<b>147,644.32</b>	<b>1.97%</b>	<b>147,644.32</b> <b>147,644.32</b>	<b>1.97%</b>	<b>147,644.32</b> <b>0.00</b>	<b>0.20%</b> <b>0.00</b>	<b>Aaa / AAA NR</b>	<b>0.00</b> <b>0.00</b>

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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
<b>SUPRANATIONAL</b>									
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 1,064,361.14	99.60 2.14%	1,060,726.16 3,797.76	1.42% (3,634.98)	Aaa / AAA AAA	0.78 0.77
45950KCM0	International Finance Corp Note 2.25% Due 1/25/2021	410,000.00	01/18/2018 2.35%	408,794.60 409,402.80	100.28 2.05%	411,167.68 153.75	0.55% 1,764.88	Aaa / AAA NR	1.49 1.45
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 1,274,226.18	100.48 1.92%	1,281,135.30 978.39	1.70% 6,909.12	Aaa / NR AAA	2.47 2.39
4581X0CZ9	Inter-American Dev Bank Note 1.75% Due 9/14/2022	800,000.00	Various 2.40%	777,732.00 784,787.93	99.51 1.91%	796,048.80 5,327.78	1.07% 11,260.87	NR / NR AAA	3.13 3.00
<b>Total Supranational</b>		<b>3,550,000.00</b>	<b>2.09%</b>	<b>3,522,434.30 3,532,778.05</b>	<b>2.00%</b>	<b>3,549,077.94 10,257.68</b>	<b>4.73% 16,299.89</b>	<b>Aaa / AAA AAA</b>	<b>2.00 1.93</b>
<b>US CORPORATE</b>									
94974BGF1	Wells Fargo Corp Note 2.15% Due 1/30/2020	735,000.00	01/26/2015 2.17%	734,204.40 734,920.57	99.89 2.37%	734,195.91 43.90	0.98% (724.66)	A2 / A- A+	0.50 0.49
22160KAG0	Costco Wholesale Corp Note 1.75% Due 2/15/2020	465,000.00	02/05/2015 1.77%	464,511.75 464,947.00	99.66 2.39%	463,411.56 3,752.29	0.62% (1,535.44)	Aa3 / A+ NR	0.55 0.53
747525AD5	Qualcomm Inc Note 2.25% Due 5/20/2020	750,000.00	06/11/2015 2.49%	741,693.75 748,647.93	99.92 2.35%	749,366.26 3,328.12	1.00% 718.33	A2 / A- NR	0.81 0.79
437076BQ4	Home Depot Note 1.8% Due 6/5/2020	330,000.00	05/24/2017 1.82%	329,808.60 329,946.04	99.63 2.24%	328,791.54 924.00	0.44% (1,154.50)	A2 / A A	0.85 0.83
594918BG8	Microsoft Callable Note Cont. 10/3/2020 2% Due 11/3/2020	325,000.00	10/29/2015 2.02%	324,740.00 324,934.54	99.94 2.04%	324,815.40 1,588.89	0.43% (119.14)	Aaa / AAA AA+	1.26 1.23
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%	803,768.00 801,213.57	100.04 2.26%	800,288.80 4,497.78	1.07% (924.77)	A3 / A A	1.26 1.15
30231GAV4	Exxon Mobil Corp Callable Note Cont 2/1/2021 2.222% Due 3/1/2021	875,000.00	Various 1.97%	884,992.10 878,305.92	100.18 2.11%	876,546.13 8,101.04	1.18% (1,759.79)	Aaa / AA+ NR	1.59 1.53
24422ESL4	John Deere Capital Corp Note 2.8% Due 3/4/2021	315,000.00	05/24/2017 2.12%	322,663.95 318,240.72	100.91 2.22%	317,860.20 3,601.50	0.43% (380.52)	A2 / A A	1.59 1.53
369550BE7	General Dynamics Corp Note 3% Due 5/11/2021	410,000.00	05/08/2018 3.24%	407,150.50 408,312.66	101.55 2.11%	416,345.16 2,733.33	0.56% 8,032.50	A2 / A+ NR	1.78 1.72

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<b>US CORPORATE</b>									
857477AV5	State Street Bank Note 1.95% Due 5/19/2021	940,000.00	Various 2.32%	932,971.20	99.50	935,319.74	1.25%	A1 / A AA-	1.80
				933,944.95	2.23%	3,666.00	1,374.79		1.75
594918BP8	Microsoft Callable Note Cont 7/8/2021 1.55% Due 8/8/2021	590,000.00	Various 1.57%	589,298.90	99.00	584,082.89	0.78%	Aaa / AAA AA+	2.02
				589,716.64	2.06%	4,394.68	(5,633.75)		1.96
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	99.25	797,949.10	1.07%	A1 / A+ A	2.13
				796,008.46	2.26%	5,770.93	1,940.64		2.05
89236TDP7	Toyota Motor Credit Corp Note 2.6% Due 1/11/2022	750,000.00	Various 3.16%	736,272.75	100.92	756,880.50	1.01%	Aa3 / AA- A+	2.45
				740,359.09	2.21%	1,083.33	16,521.41		2.36
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	100.79	393,068.13	0.52%	A1 / A+ AA-	2.49
				389,666.80	2.28%	199.06	3,401.33		2.31
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	100.40	893,549.32	1.19%	A2 / A A+	2.99
				889,952.10	2.31%	181.71	3,597.22		2.79
44932HAC7	IBM Credit Corp Note 2.2% Due 9/8/2022	950,000.00	Various 2.65%	932,933.50	99.48	945,061.90	1.27%	A2 / A NR	3.11
				937,370.97	2.37%	8,301.94	7,690.93		2.96
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	101.28	936,819.65	1.25%	A2 / A- AA-	3.46
				920,972.84	2.43%	1,221.83	15,846.81		2.36
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	101.26	759,466.50	1.01%	A2 / A A	3.49
				748,131.70	2.26%	331.25	11,334.80		3.24
24422ETG4	John Deere Capital Corp Note 2.8% Due 3/6/2023	650,000.00	Various 3.23%	637,699.50	101.76	661,429.60	0.89%	A2 / A A	3.60
				640,674.17	2.29%	7,330.56	20,755.43		3.37
06406RAG2	Bank of NY Mellon Corp Note 3.5% Due 4/28/2023	800,000.00	05/16/2019 2.78%	821,248.00	103.95	831,636.00	1.12%	A1 / A AA-	3.75
				820,170.10	2.39%	7,233.33	11,465.90		3.47
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	900,000.00	Various 3.18%	871,569.25	100.83	907,488.00	1.21%	Aa1 / AA+ NR	3.76
				875,539.96	2.17%	5,280.00	31,948.04		3.56
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	98.10	490,485.00	0.65%	A2 / A A	3.88
				480,131.56	2.39%	1,197.92	10,353.44		3.70
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	104.55	945,088.61	1.26%	Aa2 / AA AA	3.91
				927,220.46	2.15%	2,988.22	17,868.15		3.57
02665WCJ8	American Honda Finance Note 3.45% Due 7/14/2023	225,000.00	07/11/2018 3.49%	224,610.75	103.90	233,775.90	0.31%	A2 / A NR	3.96
				224,692.06	2.41%	366.56	9,083.84		3.68

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<b>US CORPORATE</b>									
69371RP59	Paccar Financial Corp Note 3.4% Due 8/9/2023	760,000.00	Various 3.28%	763,588.40 763,452.54	103.51 2.48%	786,669.16 12,345.78	1.06% 23,216.62	A1 / A+ NR	4.03 3.69
06406RAJ6	Bank of NY Mellon Corp Note 3.45% Due 8/11/2023	250,000.00	05/16/2019 2.79%	256,575.00 256,264.14	103.88 2.43%	259,706.25 4,072.92	0.35% 3,442.11	A1 / A AA-	4.03 3.70
02665WCQ2	American Honda Finance Note 3.625% Due 10/10/2023	750,000.00	Various 3.38%	757,259.00 756,985.56	105.02 2.36%	787,675.50 8,382.82	1.06% 30,689.94	A2 / A NR	4.20 3.85
06051GHF9	Bank of America Corp Callable Note 1X 3/5/2023 3.55% Due 3/5/2024	900,000.00	Various 3.36%	905,512.00 905,105.64	103.29 2.58%	929,637.90 12,957.50	1.25% 24,532.26	A2 / A- A+	4.60 3.32
<b>Total US Corporate</b>		<b>18,633,000.00</b>	<b>2.67%</b>	<b>18,582,103.69</b> <b>18,605,828.69</b>	<b>2.30%</b>	<b>18,847,410.61</b> <b>115,877.19</b>	<b>25.21%</b> <b>241,581.92</b>	<b>A1 / A+ A+</b>	<b>2.74</b> <b>2.48</b>
<b>US TREASURY</b>									
912828L32	US Treasury Note 1.375% Due 8/31/2020	1,250,000.00	09/29/2015 1.37%	1,250,394.81 1,250,087.00	99.28 2.05%	1,241,015.00 7,192.60	1.66% (9,072.00)	Aaa / AA+ AAA	1.09 1.06
912828L99	US Treasury Note 1.375% Due 10/31/2020	800,000.00	11/23/2015 1.71%	787,471.43 796,824.43	99.21 2.02%	793,687.20 2,779.89	1.06% (3,137.23)	Aaa / AA+ AAA	1.25 1.23
912828N89	US Treasury Note 1.375% Due 1/31/2021	1,285,000.00	03/09/2016 1.40%	1,283,749.42 1,284,615.80	99.11 1.98%	1,273,605.91 48.01	1.69% (11,009.89)	Aaa / AA+ AAA	1.51 1.48
912828B90	US Treasury Note 2% Due 2/28/2021	1,250,000.00	04/26/2016 1.40%	1,285,111.61 1,261,465.42	100.04 1.97%	1,250,537.50 10,461.96	1.68% (10,927.92)	Aaa / AA+ AAA	1.58 1.54
912828Q37	US Treasury Note 1.25% Due 3/31/2021	800,000.00	12/13/2016 1.81%	781,471.43 792,815.45	98.85 1.96%	790,781.60 3,360.66	1.06% (2,033.85)	Aaa / AA+ AAA	1.67 1.63
912828T34	US Treasury Note 1.125% Due 9/30/2021	1,300,000.00	11/09/2016 1.48%	1,278,016.07 1,290,258.10	98.39 1.88%	1,279,128.50 4,914.96	1.71% (11,129.60)	Aaa / AA+ AAA	2.17 2.12
912828F96	US Treasury Note 2% Due 10/31/2021	1,025,000.00	01/27/2017 1.94%	1,027,686.05 1,026,272.58	100.24 1.89%	1,027,482.55 5,180.71	1.37% 1,209.97	Aaa / AA+ AAA	2.25 2.18
912828J43	US Treasury Note 1.75% Due 2/28/2022	1,360,000.00	03/13/2017 2.14%	1,335,407.68 1,347,208.19	99.71 1.87%	1,356,015.20 9,959.78	1.82% 8,807.01	Aaa / AA+ AAA	2.58 2.50
912828XG0	US Treasury Note 2.125% Due 6/30/2022	1,100,000.00	08/15/2017 1.82%	1,115,601.34 1,109,336.23	100.77 1.85%	1,108,421.60 2,032.61	1.48% (914.63)	Aaa / AA+ AAA	2.92 2.81
912828L24	US Treasury Note 1.875% Due 8/31/2022	1,000,000.00	09/26/2017 1.87%	1,000,433.04 1,000,271.04	100.06 1.86%	1,000,586.00 7,846.47	1.34% 314.96	Aaa / AA+ AAA	3.09 2.96

## Holdings Report

As of July 31, 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
<b>US TREASURY</b>									
912828L57	US Treasury Note 1.75% Due 9/30/2022	1,240,000.00	10/17/2017 1.99%	1,226,243.75 1,231,204.52	99.68 1.85%	1,236,028.28 7,292.62	1.65% 4,823.76	Aaa / AA+ AAA	3.17 3.05
912828N30	US Treasury Note 2.125% Due 12/31/2022	1,150,000.00	01/25/2018 2.46%	1,132,121.09 1,137,603.96	100.92 1.85%	1,160,557.00 2,125.00	1.55% 22,953.04	Aaa / AA+ AAA	3.42 3.28
912828T91	US Treasury Note 1.625% Due 10/31/2023	1,500,000.00	05/29/2019 2.05%	1,472,988.28 1,474,041.99	99.07 1.85%	1,486,054.50 6,159.99	1.98% 12,012.51	Aaa / AA+ AAA	4.25 4.07
912828V23	US Treasury Note 2.25% Due 12/31/2023	1,250,000.00	06/21/2019 1.80%	1,274,560.55 1,273,995.26	101.64 1.86%	1,270,556.25 2,445.65	1.69% (3,439.01)	Aaa / AA+ AAA	4.42 4.18
912828B66	US Treasury Note 2.75% Due 2/15/2024	1,500,000.00	04/29/2019 2.31%	1,529,648.44 1,528,074.64	103.89 1.85%	1,558,359.00 19,029.70	2.10% 30,284.36	Aaa / AA+ AAA	4.55 4.22
912828X70	US Treasury Note 2% Due 4/30/2024	1,000,000.00	06/10/2019 1.92%	1,003,515.63 1,003,415.18	100.64 1.86%	1,006,367.00 5,054.35	1.34% 2,951.82	Aaa / AA+ AAA	4.75 4.49
<b>Total US Treasury</b>		<b>18,810,000.00</b>	<b>1.85%</b>	<b>18,784,420.62</b> <b>18,807,489.79</b>	<b>1.90%</b>	<b>18,839,183.09</b> <b>95,884.96</b>	<b>25.18%</b> <b>31,693.30</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.88</b> <b>2.75</b>
<b>TOTAL PORTFOLIO</b>		<b>74,263,233.91</b>	<b>2.19%</b>	<b>74,228,434.57</b> <b>74,332,333.84</b>	<b>2.06%</b>	<b>74,835,388.29</b> <b>372,193.14</b>	<b>100.00%</b> <b>503,054.45</b>	<b>Aa1 / AA</b> <b>AAA</b>	<b>2.69</b> <b>2.42</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>75,207,581.43</b>			



## Book Value Report

*As of July 31, 2019*

MIG	Book Value	12 Months or Less	13 to 24 Months	25 to 60 Months	Total Holdings
ABS	\$4,182,939.23	\$2,536,130.10	\$1,366,868.27	\$279,940.86	\$4,182,939.23
Agency	\$25,905,701.80	\$3,278,856.20	\$6,189,367.49	\$16,437,478.11	\$25,905,701.80
Commercial Paper	\$1,488,933.75	\$1,488,933.75	\$0.00	\$0.00	\$1,488,933.75
Foreign Corporate	\$1,661,018.21	\$0.00	\$698,584.77	\$962,433.44	\$1,661,018.21
Money Market Fund FI	\$147,644.32	\$147,644.32	\$0.00	\$0.00	\$147,644.32
Supranational	\$3,532,778.05	\$1,064,361.14	\$409,402.80	\$2,059,014.11	\$3,532,778.05
US Corporate	\$18,605,828.69	\$2,278,461.54	\$3,664,952.36	\$12,662,414.79	\$18,605,828.69
US Treasury	\$18,807,489.79	\$0.00	\$5,385,808.10	\$13,421,681.69	\$18,807,489.79
<b>TOTAL</b>	<b>\$74,332,333.84</b>	<b>\$10,794,387.05</b>	<b>\$17,714,983.79</b>	<b>\$45,822,963.00</b>	<b>\$74,332,333.84</b>

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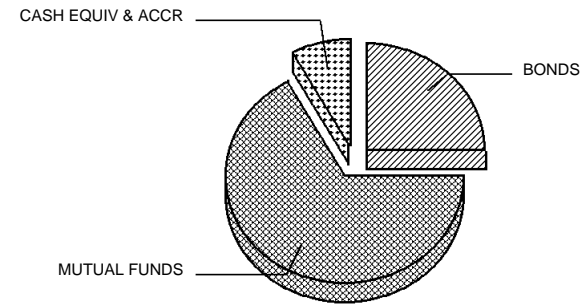
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## ASSET SUMMARY

ASSETS	07/31/2019 MARKET	07/31/2019 BOOK VALUE	% OF MARKET
Cash And Equivalents	680,848.99	680,848.99	7.94
Corporate Issues	2,105,698.50	2,170,277.25	24.54
Mutual Funds-Equity	5,177,581.50	4,519,149.32	60.33
Mutual Funds-Fixed Income	593,964.05	590,429.40	6.92
<b>Total Assets</b>	<b>8,558,093.04</b>	<b>7,960,704.96</b>	<b>99.73</b>
Accrued Income	23,569.97	23,569.97	0.27
<b>Grand Total</b>	<b>8,581,663.01</b>	<b>7,984,274.93</b>	<b>100.00</b>

**Estimated Annual Income**                      **181,855.65**



## ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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## ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
<b>Cash And Equivalents</b>						
<b>Money Markets</b>						
First Am Govt Ob Fd Cl Z 31846V567 Asset Minor Code 1	679,398.360	679,398.36 1.0000	679,398.36	.00 .00	1,153.54	2.08
<b>Total Money Markets</b>	<b>679,398.360</b>	<b>679,398.36</b>	<b>679,398.36</b>	<b>.00 .00</b>	<b>1,153.54</b>	<b>2.07</b>
<b>Cash</b>						
Cash		1,450.63	1,450.63			
<b>Total Cash</b>	<b>.000</b>	<b>1,450.63</b>	<b>1,450.63</b>	<b>.00 .00</b>	<b>.00</b>	<b>0.00</b>
<b>Total Cash And Equivalents</b>	<b>679,398.360</b>	<b>680,848.99</b>	<b>680,848.99</b>	<b>.00 .00</b>	<b>1,153.54</b>	<b>2.07</b>
<b>Corporate Issues</b>						
Apple Inc 2.850% 2/23/23 Standard & Poors Rating: AA+ Moody's Rating: Aa1 037833BU3 Asset Minor Code 28	150,000.000	153,471.00 102.3140	158,403.00	- 4,932.00 - 127.50	1,876.25	2.79
Becton Dickinson 2.675% 12/15/19 Standard & Poors Rating: BBB Moody's Rating: Ba1 075887BE8 Asset Minor Code 28	100,000.000	100,023.00 100.0230	99,718.00	305.00 - 9.00	341.81	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	202,254.00 101.1270	207,884.00	- 5,630.00 - 200.00	2,368.33	2.87
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	175,071.75 100.0410	200,947.25	- 25,875.50 - 502.25	5,075.00	6.00
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	202,418.00 101.2090	228,930.00	- 26,512.00 - 424.00	702.78	5.43
Intercontinental 3.750% 12/01/25 Standard & Poors Rating: A Moody's Rating: A2 45866FAD6 Asset Minor Code 28	100,000.000	106,794.00 106.7940	104,231.00	2,563.00 - 95.00	625.00	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	75,696.75 100.9290	74,970.75	726.00 - 72.00	410.63	2.68
Kimberly Clark Corp 2.750% 2/15/26 Standard & Poors Rating: A Moody's Rating: A2 494368BU6 Asset Minor Code 28	100,000.000	101,848.00 101.8480	103,111.00	- 1,263.00 15.00	1,268.06	2.70
Medtronic Inc 3.125% 3/15/22 Standard & Poors Rating: A Moody's Rating: A3 585055AX4 Asset Minor Code 28	.000	.00 102.0130	.00	.00 2,486.00	.00	0.00

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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	105,485.00 105.4850	109,303.00	- 3,818.00 - 75.00	2,000.00	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	99,924.00 99.9240	94,613.00	5,311.00 - 335.00	593.75	2.38
Pepsico Inc 2.750% 4/30/25 Standard & Poors Rating: A+ Moody's Rating: A1 713448CT3 Asset Minor Code 28	75,000.000	76,728.75 102.3050	73,932.75	2,796.00 - 150.00	521.35	2.69
Stryker Corp 3.375% 11/01/25 Standard & Poors Rating: A Moody's Rating: Baa1 863667AH4 Asset Minor Code 28	100,000.000	105,452.00 105.4520	100,401.00	5,051.00 367.00	843.75	3.20
Suntrust Banks Inc 2.700% 1/27/22 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 867914BM4 Asset Minor Code 28	75,000.000	75,335.25 100.4470	75,130.50	204.75 - 212.25	22.50	2.69
Verizon 5.150% 9/15/23 Standard & Poors Rating: BBB+ Moody's Rating: Baa1 92343VBR4 Asset Minor Code 28	200,000.000	221,822.00 110.9110	230,048.00	- 8,226.00 - 1,494.00	3,891.11	4.64
Visa Inc 2.200% 12/14/20 Standard & Poors Rating: AA- Moody's Rating: Aa3 92826CAB8 Asset Minor Code 28	200,000.000	200,194.00 100.0970	204,764.00	- 4,570.00 - 120.00	574.44	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	103,181.00 103.1810	103,890.00	- 709.00 - 295.00	1,301.67	3.20
<b>Total Corporate Issues</b>	<b>2,050,000.000</b>	<b>2,105,698.50</b>	<b>2,170,277.25</b>	<b>- 64,578.75 - 1,243.00</b>	<b>22,416.43</b>	<b>3.54</b>

## Mutual Funds

### Mutual Funds-Equity

Columbia Contrarian Core Fund 19766M709 Asset Minor Code 98	16,420.848	437,615.60 26.6500	361,543.25	76,072.35 8,210.42	.00	1.22
Dfa Large Cap Intl Port. 233203868 Asset Minor Code 98	10,281.054	225,566.32 21.9400	214,914.88	10,651.44 - 4,729.29	.00	3.02
Dodge & Cox International Stock Fund 256206103 Asset Minor Code 98	4,063.957	164,590.26 40.5000	150,143.29	14,446.97 - 4,714.19	.00	2.67
Dodge & Cox Stock Fund 256219106 Asset Minor Code 98	3,203.590	612,109.94 191.0700	569,436.18	42,673.76 12,718.25	.00	1.78
Harbor Capital Appreciaton CI R 411512528 Asset Minor Code 98	4,077.644	307,780.57 75.4800	254,812.00	52,968.57 1,834.94	.00	0.27
Hartford Schroders Emerging Markets 41665H797 Asset Minor Code 98	26,742.933	416,922.33 15.5900	344,382.68	72,539.65 - 2,406.86	.00	1.23
Ishares Russell Mid Cap Etf 464287499 Asset Minor Code 94	7,213.000	408,904.97 56.6900	321,846.76	87,058.21 5,914.66	.00	1.59



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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
Mfs International Growth R6 552746356 Asset Minor Code 98	4,823.935	165,412.73 34.2900	131,713.13	33,699.60 - 3,232.04	.00	1.18
Price T Rowe Growth Stk Fd Inc 741479406 Asset Minor Code 98	4,429.981	310,098.67 70.0000	251,177.79	58,920.88 5,360.28	.00	0.30
Undiscovered Mgrs Behavioral Value 904504479 Asset Minor Code 98	6,093.606	382,495.65 62.7700	374,183.40	8,312.25 2,498.38	.00	1.43
Vanguard Growth & Income Adm Shs#593 921913208 Asset Minor Code 98	13,944.825	1,125,207.93 80.6900	981,026.40	144,181.53 16,176.00	.00	1.64
Vanguard Real Estate Etf 922908553 Asset Minor Code 94	2,556.000	227,202.84 88.8900	214,539.34	12,663.50 3,808.44	.00	3.98
Victory Rs Small Cap Growth Fund 92647Q363 Asset Minor Code 98	4,580.264	393,673.69 85.9500	349,430.22	44,243.47 9,068.92	.00	0.00
<b>Total Mutual Funds-Equity</b>	<b>108,431.637</b>	<b>5,177,581.50</b>	<b>4,519,149.32</b>	<b>658,432.18</b> <b>50,507.91</b>	<b>.00</b>	<b>1.46</b>
<b>Mutual Funds-Fixed Income</b>						
Vanguard Short Term Invst Grade #539 922031836 Asset Minor Code 99	55,510.659	593,964.05 10.7000	590,429.40	3,534.65 - 555.11	.00	2.93
<b>Total Mutual Funds-Fixed Income</b>	<b>55,510.659</b>	<b>593,964.05</b>	<b>590,429.40</b>	<b>3,534.65</b> <b>- 555.11</b>	<b>.00</b>	<b>2.93</b>
<b>Total Mutual Funds</b>	<b>163,942.296</b>	<b>5,771,545.55</b>	<b>5,109,578.72</b>	<b>661,966.83</b> <b>49,952.80</b>	<b>.00</b>	<b>1.61</b>

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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
Total Assets	2,893,340.656	8,558,093.04	7,960,704.96	597,388.08 48,709.80	23,569.97	2.12
Accrued Income	.000	23,569.97	23,569.97			
Grand Total	2,893,340.656	8,581,663.01	7,984,274.93			

### ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

## Portfolio Summary

As of July 31, 2019



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	1.85%
Average Purchase YTM	1.85%
Average Market YTM	1.85%
Average S&P/Moody Rating	AAA/Aaa
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

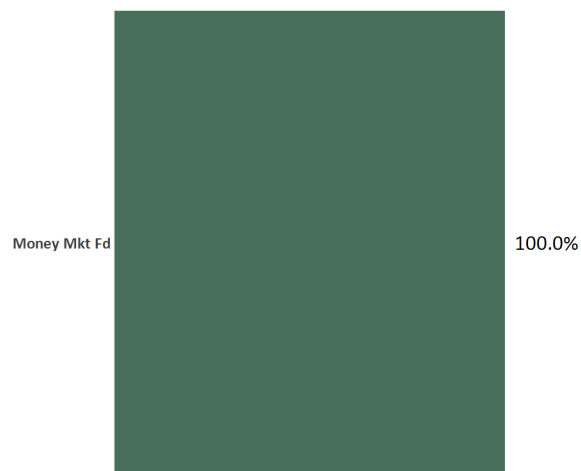
## ACCOUNT SUMMARY

	Beg. Values as of 6/30/19	End Values as of 7/31/19
Market Value	464,705	466,173
Accrued Interest	1,868	0
Total Market Value	<b>466,573</b>	<b>466,173</b>
Income Earned	740	422
Cont/WD		0
Par	461,076	466,173
Book Value	461,335	466,173
Cost Value	460,902	466,173

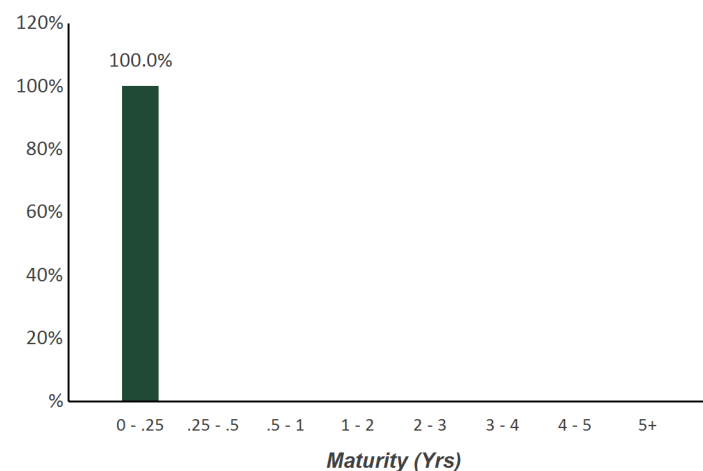
## TOP ISSUERS

Invesco Treasury Portfolio MMF	100.0%
<b>Total</b>	<b>100.0%</b>

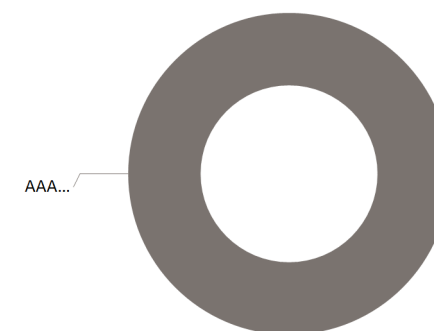
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;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	-0.09%	1.44%	2.88%	4.83%	1.91%	1.22%	1.83%	N/A	2.10%
ICE BAML 3-Month US Treasury Bill Index	0.18%	0.63%	1.43%	2.34%	1.89%	1.44%	0.91%	N/A	0.51%



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$461,334.92</b>
<u><b>Acquisition</b></u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$463,096.87	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$463,096.87</b>
<u><b>Dispositions</b></u>		
- Security Sales	\$460,808.72	
- 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	
<b>Total Dispositions</b>		<b>\$460,808.72</b>
<u><b>Amortization/Accretion</b></u>		
+/- Net Accretion	\$1.94	
		\$1.94
<u><b>Gain/Loss on Dispositions</b></u>		
+/- Realized Gain/Loss	\$2,547.61	
		\$2,547.61
<b>ENDING BOOK VALUE</b>		<b>\$466,172.62</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$3,075.75</b>
<u><b>Acquisition</b></u>		
Contributions	\$0.00	
Security Sale Proceeds	\$460,808.72	
Accrued Interest Received	\$1,884.29	
Interest Received	\$400.00	
Dividend Received	\$3.86	
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	
<b>Total Acquisitions</b>	<b>\$463,096.87</b>	
<u><b>Dispositions</b></u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
<b>Total Dispositions</b>	<b>\$0.00</b>	
<b>ENDING BOOK VALUE</b>		<b>\$466,172.62</b>

Holdings Report

As of July 31, 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	466,172.62	Various 1.85%	466,172.62 466,172.62	1.00 1.85%	466,172.62 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		466,172.62	1.85%	466,172.62	1.85%	466,172.62 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL PORTFOLIO		466,172.62	1.85%	466,172.62	1.85%	466,172.62 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						466,172.62			



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	1.85%
Average Purchase YTM	1.85%
Average Market YTM	1.85%
Average S&P/Moody Rating	AAA/Aaa
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

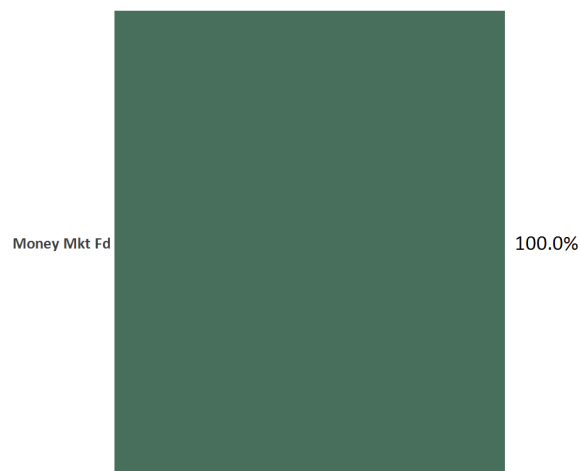
## ACCOUNT SUMMARY

	Beg. Values as of 6/30/19	End Values as of 7/31/19
Market Value	1,959,315	1,965,951
Accrued Interest	8,281	0
Total Market Value	<b>1,967,596</b>	<b>1,965,951</b>
Income Earned	2,552	1,458
Cont/WD		0
Par	1,953,088	1,965,951
Book Value	1,957,277	1,965,951
Cost Value	1,975,104	1,965,951

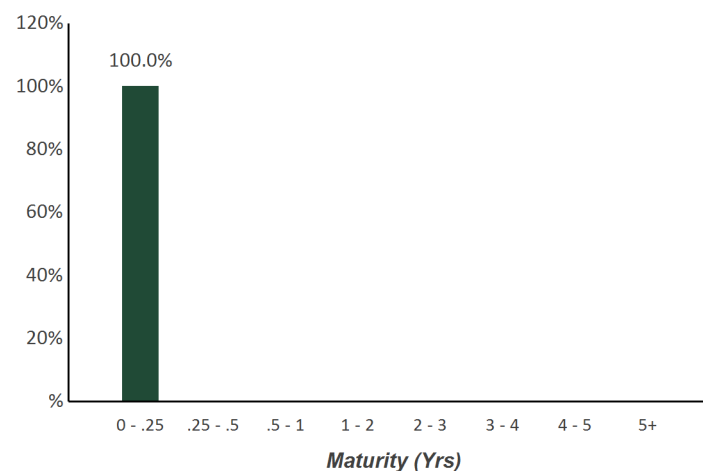
## TOP ISSUERS

Invesco Treasury Portfolio MMF	100.0%
<b>Total</b>	<b>100.0%</b>

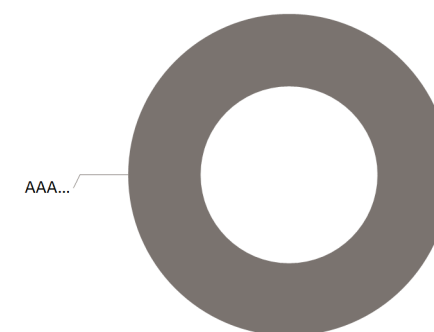
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				6/30/2009
					2YRS	3YRS	5YRS	10YRS	
Brea 2009 Water Revenue Bond Reserve Fund	-0.08%	1.32%	2.65%	4.39%	1.72%	0.96%	1.68%	2.30%	2.32%
ICE BAML 3-Month US Treasury Bill Index	0.18%	0.63%	1.43%	2.34%	1.89%	1.44%	0.91%	0.51%	0.50%





BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$1,957,277.19</b>
<b><u>Acquisition</u></b>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$1,942,862.79	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$1,942,862.79</b>
<b><u>Dispositions</u></b>		
- Security Sales	\$1,932,886.33	
- 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	
<b>Total Dispositions</b>		<b>\$1,932,886.33</b>
<b><u>Amortization/Accretion</u></b>		
+/- Net Accretion	(\$237.00)	
		(\$237.00)
<b><u>Gain/Loss on Dispositions</u></b>		
+/- Realized Gain/Loss	(\$1,065.57)	
		(\$1,065.57)
<b>ENDING BOOK VALUE</b>		<b>\$1,965,951.08</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$23,088.29</b>
<b><u>Acquisition</u></b>		
Contributions	\$0.00	
Security Sale Proceeds	\$1,932,886.33	
Accrued Interest Received	\$9,942.99	
Interest Received	\$0.00	
Dividend Received	\$33.47	
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	
<b>Total Acquisitions</b>	<b>\$1,942,862.79</b>	
<b><u>Dispositions</u></b>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
<b>Total Dispositions</b>	<b>\$0.00</b>	
<b>ENDING BOOK VALUE</b>		<b>\$1,965,951.08</b>

Holdings Report

As of July 31, 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	1,965,951.08	Various 1.85%	1,965,951.08 1,965,951.08	1.00 1.85%	1,965,951.08 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		1,965,951.08	1.85%	1,965,951.08	1.85%	1,965,951.08 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL PORTFOLIO		1,965,951.08	1.85%	1,965,951.08	1.85%	1,965,951.08 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						1,965,951.08			

## Portfolio Summary

As of July 31, 2019

ATTACHMENT A



### PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	1.85%
Average Purchase YTM	1.85%
Average Market YTM	1.85%
Average S&P/Moody Rating	AAA/Aaa
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

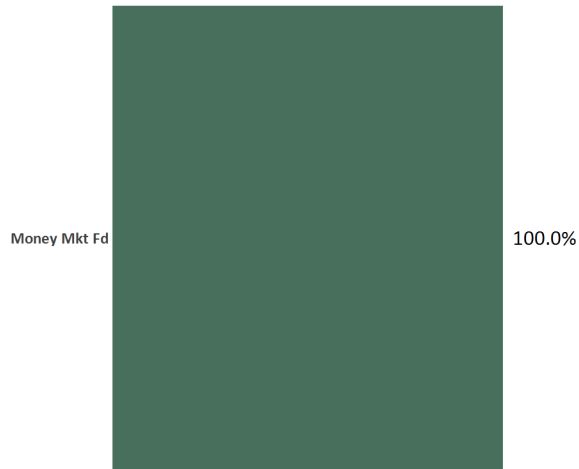
### ACCOUNT SUMMARY

	Beg. Values as of 6/30/19	End Values as of 7/31/19
Market Value	1,385,229	1,389,234
Accrued Interest	5,441	0
Total Market Value	<b>1,390,670</b>	<b>1,389,234</b>
Income Earned	1,894	1,080
Cont/WD		0
Par	1,379,283	1,389,234
Book Value	1,380,944	1,389,234
Cost Value	1,392,192	1,389,234

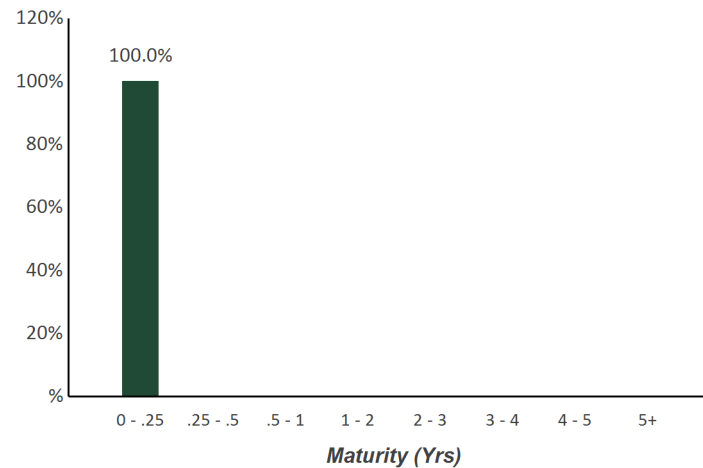
### TOP ISSUERS

Invesco Treasury Portfolio MMF	100.0%
<b>Total</b>	<b>100.0%</b>

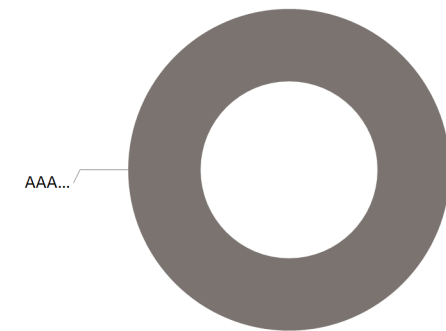
### SECTOR ALLOCATION



### 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	-0.10%	1.40%	2.78%	4.62%	1.77%	1.00%	1.70%	N/A	2.01%
ICE BAML 3-Month US Treasury Bill Index	0.18%	0.63%	1.43%	2.34%	1.89%	1.44%	0.91%	N/A	0.54%

## Reconciliation Summary

As of July 31, 2019

ATTACHMENT A



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$1,380,943.63</b>
<u><b>Acquisition</b></u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$1,370,951.02	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$1,370,951.02</b>
<u><b>Dispositions</b></u>		
- Security Sales	\$1,364,291.51	
- 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	
<b>Total Dispositions</b>		<b>\$1,364,291.51</b>
<u><b>Amortization/Accretion</b></u>		
+/- Net Accretion	(\$138.33)	
		(\$138.33)
<u><b>Gain/Loss on Dispositions</b></u>		
+/- Realized Gain/Loss	\$1,769.18	
		\$1,769.18
<b>ENDING BOOK VALUE</b>		<b>\$1,389,233.99</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$18,282.97</b>
<u><b>Acquisition</b></u>		
Contributions	\$0.00	
Security Sale Proceeds	\$1,364,291.51	
Accrued Interest Received	\$6,634.56	
Interest Received	\$0.00	
Dividend Received	\$24.95	
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	
<b>Total Acquisitions</b>	<b>\$1,370,951.02</b>	
<u><b>Dispositions</b></u>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
<b>Total Dispositions</b>	<b>\$0.00</b>	
<b>ENDING BOOK VALUE</b>		<b>\$1,389,233.99</b>

Holdings Report  
As of July 31, 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	1,389,233.99	Various 1.85%	1,389,233.99 1,389,233.99	1.00 1.85%	1,389,233.99 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund FI		1,389,233.99	1.85%	1,389,233.99	1.85%	1,389,233.99 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL PORTFOLIO		1,389,233.99	1.85%	1,389,233.99	1.85%	1,389,233.99 0.00	100.00% 0.00	Aaa / AAA AAA	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						1,389,233.99			



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.44
Average Coupon	2.02%
Average Purchase YTM	1.67%
Average Market YTM	1.92%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.55 yrs
Average Life	2.55 yrs

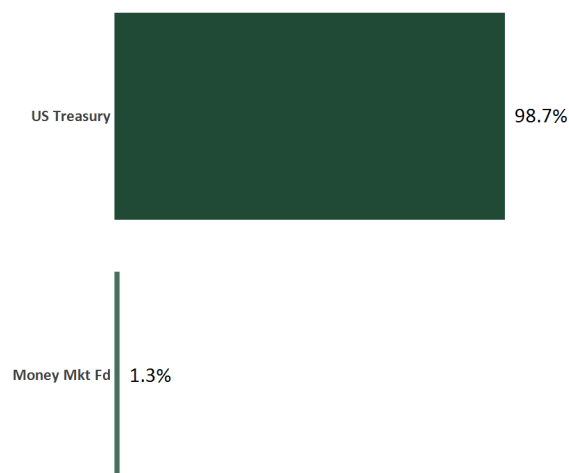
## ACCOUNT SUMMARY

	Beg. Values as of 6/30/19	End Values as of 7/31/19
Market Value	269,414	268,699
Accrued Interest	1,079	1,351
Total Market Value	<b>270,493</b>	<b>270,050</b>
Income Earned	367	381
Cont/WD		0
Par	267,328	267,512
Book Value	268,597	268,706
Cost Value	271,336	271,520

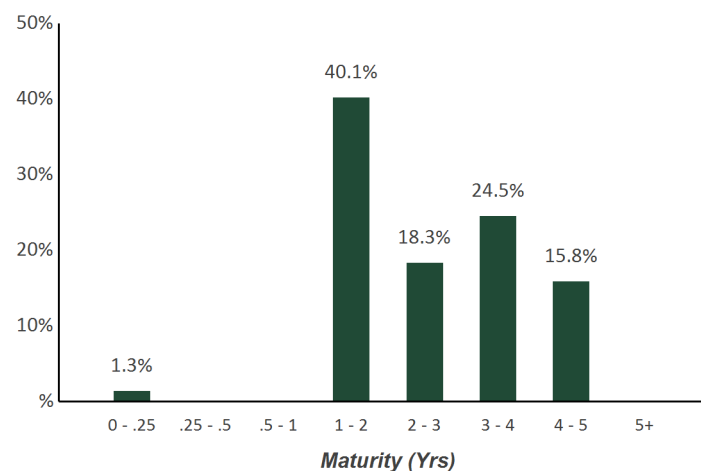
## TOP ISSUERS

Government of United States	98.7%
Invesco Treasury Portfolio MMF	1.3%
<b>Total</b>	<b>100.0%</b>

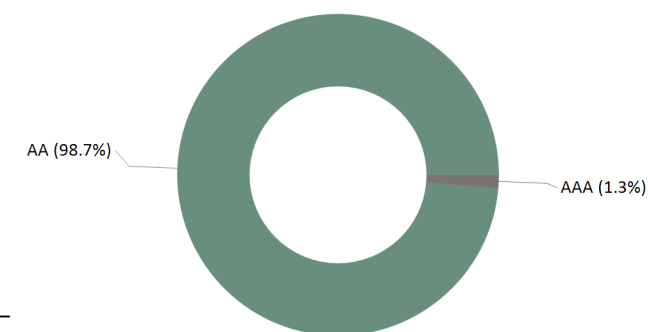
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;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	-0.16%	1.36%	2.73%	4.60%	1.75%	0.98%	1.69%	N/A	2.02%
ICE BAML 3-Month US Treasury Bill Index	0.18%	0.63%	1.43%	2.34%	1.89%	1.44%	0.91%	N/A	0.54%





BOOK VALUE RECONCILIATION		
BEGINNING BOOK VALUE		\$268,597.09
<b><u>Acquisition</u></b>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$184.06	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$184.06</b>
<b><u>Dispositions</u></b>		
- 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	
<b>Total Dispositions</b>		<b>\$0.00</b>
<b><u>Amortization/Accretion</u></b>		
+/- Net Accretion	(\$75.32)	
		(\$75.32)
<b><u>Gain/Loss on Dispositions</u></b>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
ENDING BOOK VALUE		<b>\$268,705.83</b>

CASH TRANSACTION SUMMARY		
BEGINNING BALANCE		\$3,328.00
<b><u>Acquisition</u></b>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$178.75	
Dividend Received	\$5.31	
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	
<b>Total Acquisitions</b>	<b>\$184.06</b>	
<b><u>Dispositions</u></b>		
Withdrawals	\$0.00	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
<b>Total Dispositions</b>	<b>\$0.00</b>	
ENDING BOOK VALUE		<b>\$3,512.06</b>



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
<b>MONEY MARKET FUND FI</b>									
825252109	Invesco Treasury MMFD Private Class	3,512.06	Various 1.85%	3,512.06 3,512.06	1.00 1.85%	3,512.06 0.00	1.30% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund FI</b>		<b>3,512.06</b>	<b>1.85%</b>	<b>3,512.06</b> <b>3,512.06</b>	<b>1.85%</b>	<b>3,512.06</b> <b>0.00</b>	<b>1.30%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>
<b>US TREASURY</b>									
912828XM7	US Treasury Note 1.625% Due 7/31/2020	22,000.00	08/24/2016 1.03%	22,506.25 22,128.68	99.56 2.07%	21,903.75 0.97	8.11% (224.93)	Aaa / AA+ AAA	1.00 0.99
912828WC0	US Treasury Note 1.75% Due 10/31/2020	22,000.00	Various 1.45%	22,276.59 22,078.70	99.66 2.02%	21,926.11 97.30	8.16% (152.59)	Aaa / AA+ AAA	1.25 1.22
912828A83	US Treasury Note 2.375% Due 12/31/2020	22,000.00	08/24/2016 1.08%	23,208.35 22,393.91	100.53 1.99%	22,116.01 45.43	8.21% (277.90)	Aaa / AA+ AAA	1.42 1.38
912828B90	US Treasury Note 2% Due 2/28/2021	22,000.00	08/24/2016 1.10%	22,868.90 22,304.22	100.04 1.97%	22,009.46 184.13	8.22% (294.76)	Aaa / AA+ AAA	1.58 1.54
912828WN6	US Treasury Note 2% Due 5/31/2021	20,000.00	07/11/2016 1.01%	20,937.57 20,351.59	100.11 1.94%	20,021.10 67.76	7.44% (330.49)	Aaa / AA+ AAA	1.84 1.79
912828F21	US Treasury Note 2.125% Due 9/30/2021	25,000.00	10/27/2016 1.38%	25,879.97 25,387.13	100.48 1.90%	25,121.10 178.53	9.37% (266.03)	Aaa / AA+ AAA	2.17 2.09
912828J43	US Treasury Note 1.75% Due 2/28/2022	24,000.00	04/24/2017 1.84%	23,905.39 23,949.62	99.71 1.87%	23,929.68 175.76	8.93% (19.94)	Aaa / AA+ AAA	2.58 2.50
912828L24	US Treasury Note 1.875% Due 8/31/2022	23,000.00	09/18/2017 1.84%	23,039.61 23,024.68	100.06 1.86%	23,013.48 180.47	8.59% (11.20)	Aaa / AA+ AAA	3.09 2.96
912828N30	US Treasury Note 2.125% Due 12/31/2022	20,000.00	01/09/2018 2.31%	19,825.00 19,879.74	100.92 1.85%	20,183.60 36.96	7.49% 303.86	Aaa / AA+ AAA	3.42 3.28
9128284D9	US Treasury Note 2.5% Due 3/31/2023	22,000.00	06/13/2018 2.84%	21,669.14 21,747.18	102.28 1.85%	22,501.86 184.84	8.40% 754.68	Aaa / AA+ AAA	3.67 3.47
912828T91	US Treasury Note 1.625% Due 10/31/2023	20,000.00	02/21/2019 2.52%	19,214.84 19,288.22	99.07 1.85%	19,814.06 82.13	7.37% 525.84	Aaa / AA+ AAA	4.25 4.07

Holdings Report

As of July 31, 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	102.94	22,647.11	8.43%	Aaa / AA+	4.79
			1.84%	22,660.10	1.86%	116.58	(12.99)	AAA	4.49
Total US Treasury		264,000.00	1.67%	268,007.94 265,193.77	1.92%	265,187.32 1,350.86	98.70% (6.45)	Aaa / AA+ AAA	2.58 2.47
TOTAL PORTFOLIO		267,512.06	1.67%	271,520.00 268,705.83	1.92%	268,699.38 1,350.86	100.00% (6.45)	Aaa / AA+ AAA	2.55 2.44
TOTAL MARKET VALUE PLUS ACCRUED						270,050.24			

## Portfolio Summary

As of July 31, 2019



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.81
Average Coupon	2.19%
Average Purchase YTM	2.57%
Average Market YTM	1.89%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	2.95 yrs
Average Life	2.95 yrs

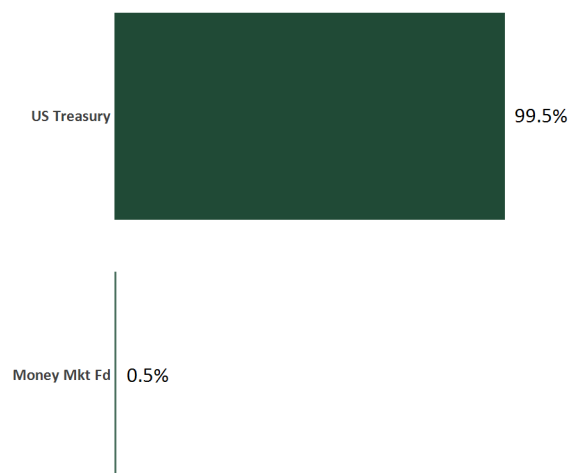
## ACCOUNT SUMMARY

	Beg. Values as of 6/30/19	End Values as of 7/31/19
Market Value	677,853	670,205
Accrued Interest	2,970	4,188
Total Market Value	<b>680,822</b>	<b>674,393</b>
Income Earned	1,444	1,446
Cont/WD		-5,062
Par	668,649	663,605
Book Value	663,207	658,372
Cost Value	659,960	654,917

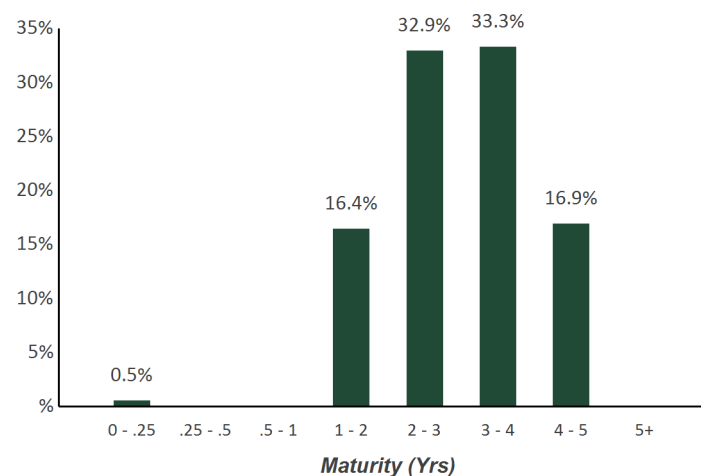
## TOP ISSUERS

Government of United States	99.5%
Invesco Treasury Portfolio MMF	0.5%
<b>Total</b>	<b>100.0%</b>

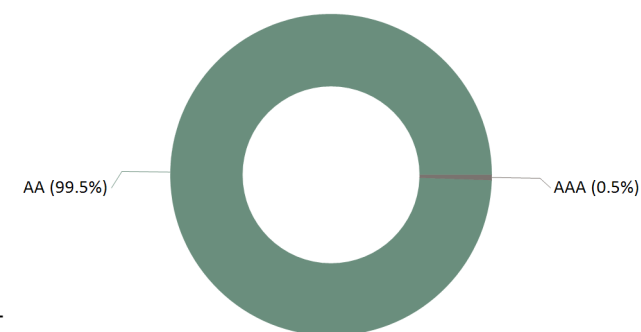
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;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	-0.20%	1.37%	2.73%	4.73%	N/A	N/A	N/A	N/A	4.30%
ICE BAML 3-5 Yr US Treasury/Agency Index	-0.27%	2.04%	3.74%	6.27%	N/A	N/A	N/A	N/A	5.56%



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$663,206.53</b>
<b><u>Acquisition</u></b>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$18.20	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$18.20</b>
<b><u>Dispositions</u></b>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$5,061.80	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
<b>Total Dispositions</b>		<b>\$5,061.80</b>
<b><u>Amortization/Accretion</u></b>		
+/- Net Accretion	\$209.29	
		\$209.29
<b><u>Gain/Loss on Dispositions</u></b>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
<b>ENDING BOOK VALUE</b>		<b>\$658,372.22</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$8,648.53</b>
<b><u>Acquisition</u></b>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$0.00	
Dividend Received	\$18.20	
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	
<b>Total Acquisitions</b>	<b>\$18.20</b>	
<b><u>Dispositions</u></b>		
Withdrawals	\$5,061.80	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
<b>Total Dispositions</b>	<b>\$5,061.80</b>	
<b>ENDING BOOK VALUE</b>		<b>\$3,604.93</b>

## Holdings Report

As of July 31, 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
<b>MONEY MARKET FUND FI</b>									
825252109	Invesco Treasury MMFD Private Class	3,604.93	Various 1.85%	3,604.93 3,604.93	1.00 1.85%	3,604.93 0.00	0.53% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund FI</b>		<b>3,604.93</b>	<b>1.85%</b>	<b>3,604.93</b> <b>3,604.93</b>	<b>1.85%</b>	<b>3,604.93</b> <b>0.00</b>	<b>0.53%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>
<b>US TREASURY</b>									
912828A83	US Treasury Note 2.375% Due 12/31/2020	110,000.00	06/28/2018 2.58%	109,467.19 109,698.69	100.53 1.99%	110,580.03 227.17	16.43% 881.34	Aaa / AA+ AAA	1.42 1.38
912828F21	US Treasury Note 2.125% Due 9/30/2021	110,000.00	06/28/2018 2.64%	108,242.58 108,830.85	100.48 1.90%	110,532.84 785.55	16.51% 1,701.99	Aaa / AA+ AAA	2.17 2.09
912828J43	US Treasury Note 1.75% Due 2/28/2022	110,000.00	06/13/2018 2.79%	105,986.72 107,209.96	99.71 1.87%	109,677.70 805.57	16.38% 2,467.74	Aaa / AA+ AAA	2.58 2.50
912828L24	US Treasury Note 1.875% Due 8/31/2022	110,000.00	06/13/2018 2.82%	105,887.89 106,991.40	100.06 1.86%	110,064.46 863.11	16.45% 3,073.06	Aaa / AA+ AAA	3.09 2.96
9128284D9	US Treasury Note 2.5% Due 3/31/2023	110,000.00	06/13/2018 2.84%	108,345.70 108,735.89	102.28 1.85%	112,509.32 924.18	16.82% 3,773.43	Aaa / AA+ AAA	3.67 3.47
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	110,000.00	06/18/2019 1.84%	113,381.64 113,300.50	102.94 1.86%	113,235.54 582.88	16.88% (64.96)	Aaa / AA+ AAA	4.79 4.49
<b>Total US Treasury</b>		<b>660,000.00</b>	<b>2.58%</b>	<b>651,311.72</b> <b>654,767.29</b>	<b>1.89%</b>	<b>666,599.89</b> <b>4,188.46</b>	<b>99.47%</b> <b>11,832.60</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.96</b> <b>2.82</b>
<b>TOTAL PORTFOLIO</b>		<b>663,604.93</b>	<b>2.57%</b>	<b>654,916.65</b> <b>658,372.22</b>	<b>1.89%</b>	<b>670,204.82</b> <b>4,188.46</b>	<b>100.00%</b> <b>11,832.60</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.95</b> <b>2.81</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>674,393.28</b>			



City of Brea

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**COUNCIL COMMUNICATION**

**FROM:** Bill Gallardo, City Manager

**DATE:** 09/17/2019

**SUBJECT:** August 23 & 30 and September 6 & 13, 2019 City Check Registers - Receive and file.

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**Attachments**

08-23-19 City Check Register

08-30-19 City Check Register

09-06-19 City Check Register

09-13-19 City Check Register

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## City Check Register for: Aug 23, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181651	LISA ALJURE	08/23/2019	28764	420000000	CLOSED WATER ACCOUNT	\$23.25
<b>LISA ALJURE</b>						<b>Total Check Amount: \$23.25</b>
181652	ARAMEXX CONSTRUCTION	08/23/2019	27985	420000000	CLOSED WATER ACCOUNT	\$1,938.36
<b>ARAMEXX CONSTRUCTION</b>						<b>Total Check Amount: \$1,938.36</b>
181653	ASBURY ENVIRONMENTAL SERVICES	08/23/2019	9144	480515161	USED OIL DISPOSAL	\$65.00
<b>ASBURY ENVIRONMENTAL SERVICES</b>						<b>Total Check Amount: \$65.00</b>
181654	JEONG BAE	08/23/2019	23337	420000000	CLOSED WATER ACCOUNT	\$225.55
<b>JEONG BAE</b>						<b>Total Check Amount: \$225.55</b>
181655	MARILYN BEYERS	08/23/2019	28769	420000000	CLOSED WATER ACCOUNT	\$73.87
<b>MARILYN BEYERS</b>						<b>Total Check Amount: \$73.87</b>
181656	BREA PROFESSIONAL FIREFIGHTERS ASSN	08/23/2019	17883	110222211	CHALLENGE COINS (20)	\$400.00
<b>BREA PROFESSIONAL FIREFIGHTERS ASSN</b>						<b>Total Check Amount: \$400.00</b>
181657	BREA ROTARY CLUB	08/23/2019	1338	110222211	QTRLY DUES JUL-SEPT19	\$266.25
<b>BREA ROTARY CLUB</b>						<b>Total Check Amount: \$266.25</b>
181658	JOSEFINE BRESS	08/23/2019	28880	420000000	CLOSED WATER ACCOUNT	\$57.46
<b>JOSEFINE BRESS</b>						<b>Total Check Amount: \$57.46</b>
181659	MICHELLE BUA	08/23/2019	28884	420000000	CLOSED WATER ACCOUNT	\$17.52
<b>MICHELLE BUA</b>						<b>Total Check Amount: \$17.52</b>
181660	VERONICA CABALLERO	08/23/2019	21813	110	REFUND:DAY CAMP	\$175.00
<b>VERONICA CABALLERO</b>						<b>Total Check Amount: \$175.00</b>
181661	KRISTEN CAIN	08/23/2019	28767	420000000	CLOSED WATER ACCOUNT	\$22.38
<b>KRISTEN CAIN</b>						<b>Total Check Amount: \$22.38</b>
181662	DALE CARLSON	08/23/2019	11252	110404421	BALLOONS:BREA FEST	\$200.00
<b>DALE CARLSON</b>						<b>Total Check Amount: \$200.00</b>
181663	CENTRAL POWDER COATING INC.	08/23/2019	8508	110515125	POWDER COAT:DT BENCH	\$226.28
<b>CENTRAL POWDER COATING INC.</b>						<b>Total Check Amount: \$226.28</b>
181664	CINTAS	08/23/2019	24347	110404542	FIRST AID RESTOCK	\$59.26
<b>CINTAS</b>						<b>Total Check Amount: \$59.26</b>
181665	COUNTY OF ORANGE	08/23/2019	4799	410515132	1920 NPDES PERMITFEES	\$972.54
<b>COUNTY OF ORANGE</b>						<b>Total Check Amount: \$972.54</b>
181666	COUNTY OF ORANGE	08/23/2019	4799	110212122	FINGERPRINT ID JUL19	\$2,120.00
<b>COUNTY OF ORANGE</b>						<b>Total Check Amount: \$2,120.00</b>
181667	COUNTY OF ORANGE	08/23/2019	4799	110212122	OCATS/ROUTERFEE JUL19	\$1,104.51
<b>COUNTY OF ORANGE</b>						<b>Total Check Amount: \$1,104.51</b>
181668	COUNTY OF ORANGE HEALTH CARE AGENCY	08/23/2019	19710	480515161	18/19 OPER FEE:FS #1	\$189.00
		08/23/2019	19710	480515161	19/20 OPER FEE:CIVCTR	\$784.00
		08/23/2019	19710	480515161	19/20 OPER FEE:FS #2	\$262.00
		08/23/2019	19710	480515161	19/20 OPER FEE:FS #3	\$784.00
		08/23/2019	19710	480515161	19/20 OPER FEE:FS #4	\$189.00

## City Check Register for: Aug 23, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181668	COUNTY OF ORANGE HEALTH CARE AGENCY	08/23/2019	19710	480515161	19/20 OPER FEE:TONNER	\$189.00
		08/23/2019	19710	480515161	19/20 OPER FEE:YARD	\$666.00
		08/23/2019	19710	480515161	19/20 OPERFEE:LFT STN	\$189.00
<b>COUNTY OF ORANGE HEALTH CARE AGENCY</b>					<b>Total Check Amount:</b>	<b>\$3,252.00</b>
181669	CREATE A PARTY RENTALS	08/23/2019	7113	110404421	BREA FEST SET-UP	\$3,427.54
<b>CREATE A PARTY RENTALS</b>					<b>Total Check Amount:</b>	<b>\$3,427.54</b>
181670	DEPARTMENT OF TRANSPORTATION	08/23/2019	13722	110515121	SGNL/LGHTNG APR-JUN19	\$13,406.03
<b>DEPARTMENT OF TRANSPORTATION</b>					<b>Total Check Amount:</b>	<b>\$13,406.03</b>
181671	SOUTHERN CALIFORNIA EDISON	08/23/2019	3343	110515121	ELECTRICITY JUL-AUG19	\$1,427.26
		08/23/2019	3343	110515148	ELECTRICITY JUL-AUG19	\$34.90
		08/23/2019	3343	490515151	ELECTRICITY JUL-AUG19	\$46,329.11
<b>SOUTHERN CALIFORNIA EDISON</b>					<b>Total Check Amount:</b>	<b>\$47,791.27</b>
181672	ERNESTO FLORES	08/23/2019	28768	420000000	CLOSED WATER ACCOUNT	\$44.00
<b>ERNESTO FLORES</b>					<b>Total Check Amount:</b>	<b>\$44.00</b>
181673	FRANCHISE TAX BOARD	08/23/2019	13287	110	CD916679003 081619 PR	\$91.98
<b>FRANCHISE TAX BOARD</b>					<b>Total Check Amount:</b>	<b>\$91.98</b>
181674	FRONTIER COMMUNICATIONS	08/23/2019	26183	420515131	562 1821023 8/7-9/6	\$62.36
<b>FRONTIER COMMUNICATIONS</b>					<b>Total Check Amount:</b>	<b>\$62.36</b>
181675	G & G TROPHY CO.	08/23/2019	1709	110404424	YOUTH SPORTS MEDALS	\$1,055.95
<b>G &amp; G TROPHY CO.</b>					<b>Total Check Amount:</b>	<b>\$1,055.95</b>
181676	THE GAS COMPANY	08/23/2019	3749	490515151	GAS JUL/AUG 2019	\$1,029.08
<b>THE GAS COMPANY</b>					<b>Total Check Amount:</b>	<b>\$1,029.08</b>
181677	IN TIME SERVICES INC.	08/23/2019	20876	950000000	ILJAOC ISE TEXT JUL19	\$2,873.68
<b>IN TIME SERVICES INC.</b>					<b>Total Check Amount:</b>	<b>\$2,873.68</b>
181678	INLAND WATER WORKS SUPPLY CO	08/23/2019	23904	420515131	ERTS	\$4,040.63
<b>INLAND WATER WORKS SUPPLY CO</b>					<b>Total Check Amount:</b>	<b>\$4,040.63</b>
181679	HECTOR JAIME	08/23/2019	28878	420000000	CLOSED WATER ACCOUNT	\$42.74
<b>HECTOR JAIME</b>					<b>Total Check Amount:</b>	<b>\$42.74</b>
181680	KGP GROUP, INC.	08/23/2019	28763	420000000	CLOSED WATER ACCOUNT	\$11.49
<b>KGP GROUP, INC.</b>					<b>Total Check Amount:</b>	<b>\$11.49</b>
181681	DANIEL KWON	08/23/2019	28879	420000000	CLOSED WATER ACCOUNT	\$26.61
<b>DANIEL KWON</b>					<b>Total Check Amount:</b>	<b>\$26.61</b>
181682	LAAFMA	08/23/2019	23093	110222231	19/20 MEMBERSHIP DUES	\$15.00
<b>LAAFMA</b>					<b>Total Check Amount:</b>	<b>\$15.00</b>
181683	LACEY CUSTOM LINENS, INC.	08/23/2019	2772	110141441	LINEN CLEANING	\$276.34
		08/23/2019	2772	110141441	LINEN SVC-GAS SURCHRG	\$20.00
<b>LACEY CUSTOM LINENS, INC.</b>					<b>Total Check Amount:</b>	<b>\$296.34</b>
181684	SNYDER LANGSTON	08/23/2019	28760	420000000	CLOSED WATER ACCOUNT	\$1,448.91
<b>SNYDER LANGSTON</b>					<b>Total Check Amount:</b>	<b>\$1,448.91</b>

## City Check Register for: Aug 23, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181685	LIFT ENRICHMENT, INC	08/23/2019	28363	110404145	SUMMER COOKING CLASS	\$1,204.50
LIFT ENRICHMENT, INC					Total Check Amount:	\$1,204.50
181686	MICHAEL LIM	08/23/2019	28771	420000000	CLOSED WATER ACCOUNT	\$8.00
MICHAEL LIM					Total Check Amount:	\$8.00
181687	LOCAL GOVERNMENT COMMISSION	08/23/2019	2375	110323231	BREA CORE APR-JUN19	\$21,363.63
LOCAL GOVERNMENT COMMISSION					Total Check Amount:	\$21,363.63
181688	M. ARTHUR GENSLER, JR. & ASSOCIATES	08/23/2019	28450	110000000	BREA CHPHSE SGN DESGN	\$1,666.34
M. ARTHUR GENSLER, JR. & ASSOCIATES					Total Check Amount:	\$1,666.34
181689	MEADOWS MECHANICAL	08/23/2019	28470	510707942	AH-6 REPLACEMENT	\$30,987.00
MEADOWS MECHANICAL					Total Check Amount:	\$30,987.00
181690	MATTHEW MONIAGA	08/23/2019	28762	420000000	CLOSED WATER ACCOUNT	\$106.07
MATTHEW MONIAGA					Total Check Amount:	\$106.07
181691	MARSHA MONTEMAYOR	08/23/2019	28765	420000000	CLOSED WATER ACCOUNT	\$87.22
MARSHA MONTEMAYOR					Total Check Amount:	\$87.22
181692	KAYLIE MORRILL	08/23/2019	28881	420000000	CLOSED WATER ACCOUNT	\$90.48
KAYLIE MORRILL					Total Check Amount:	\$90.48
181693	LAUREN NUBLA	08/23/2019	28883	420000000	CLOSED WATER ACCOUNT	\$73.88
LAUREN NUBLA					Total Check Amount:	\$73.88
181694	KIM O'BRIEN	08/23/2019	28505	110	RENTAL DEPOSIT REFUND	\$500.00
KIM O'BRIEN					Total Check Amount:	\$500.00
181695	OFFICE DEPOT, INC	08/23/2019	4743	110111111	OFFICE SUPPLIES	\$37.33
		08/23/2019	4743	110212111	OFFICE SUPPLIES	\$60.73
		08/23/2019	4743	110212111	TONER	\$2,648.50
		08/23/2019	4743	110212121	OFFICE SUPPLIES	\$222.68
		08/23/2019	4743	110222211	OFFICE SUPPLIES	\$370.57
		08/23/2019	4743	110404311	OFFICE SUPPLIES	\$232.90
		08/23/2019	4743	110515171	OFFICE SUPPLIES	\$75.72
OFFICE DEPOT, INC					Total Check Amount:	\$3,648.43
181696	REMON PARENTEAU	08/23/2019	23270	420000000	CLOSED WATER ACCOUNT	\$53.29
REMON PARENTEAU					Total Check Amount:	\$53.29
181697	PREFERRED CONSTRUCTION SPECIALTIES	08/23/2019	21603	490515151	BCC RR PARTITIONS	\$1,817.00
PREFERRED CONSTRUCTION SPECIALTIES					Total Check Amount:	\$1,817.00
181698	GAETANO SAN PAOLO	08/23/2019	28761	420000000	CLOSED WATER ACCOUNT	\$29.09
GAETANO SAN PAOLO					Total Check Amount:	\$29.09
181699	SICAT LAW	08/23/2019	28814	110000000	OFFICR WTNESS FEE REF	\$550.00
SICAT LAW					Total Check Amount:	\$550.00
181700	RASHEED SIMJEE	08/23/2019	27133	420000000	CLOSED WATER ACCOUNT	\$46.68
RASHEED SIMJEE					Total Check Amount:	\$46.68

## City Check Register for: Aug 23, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181701	YADIRA ACUNA SOLIS	08/23/2019	28885	110	RENTAL DEPOSIT REFUND	\$1,000.00
<b>YADIRA ACUNA SOLIS</b>					<b>Total Check Amount:</b>	<b>\$1,000.00</b>
181702	KELLI SOUTHARD	08/23/2019	28772	420000000	CLOSED WATER ACCOUNT	\$67.28
<b>KELLI SOUTHARD</b>					<b>Total Check Amount:</b>	<b>\$67.28</b>
181703	SPRINT (2013)	08/23/2019	20480	110212121	CELL PHONE TRACKING	\$30.00
<b>SPRINT (2013)</b>					<b>Total Check Amount:</b>	<b>\$30.00</b>
181704	SADDIE TEAL	08/23/2019	28877	420000000	CLOSED WATER ACCOUNT	\$51.04
<b>SADDIE TEAL</b>					<b>Total Check Amount:</b>	<b>\$51.04</b>
181705	HIEN TRAN	08/23/2019	28876	420000000	CLOSED WATER ACCOUNT	\$80.59
<b>HIEN TRAN</b>					<b>Total Check Amount:</b>	<b>\$80.59</b>
181706	TRAUMA INTERVENTION PROGRAMS, INC.	08/23/2019	17230	110212121	TRAUMA INTRVN FEE '20	\$5,199.00
<b>TRAUMA INTERVENTION PROGRAMS, INC.</b>					<b>Total Check Amount:</b>	<b>\$5,199.00</b>
181707	TS GOVERNMENT SOLUTIONS, LLC	08/23/2019	28596	110404215	LIFE FITNESS PEDALS	\$278.68
		08/23/2019	28596	110404215	LIFEFITNESS CUPHOLDERS	\$154.62
<b>TS GOVERNMENT SOLUTIONS, LLC</b>					<b>Total Check Amount:</b>	<b>\$433.30</b>
181708	SUZANNE TUCKER	08/23/2019	28770	420000000	CLOSED WATER ACCOUNT	\$74.44
<b>SUZANNE TUCKER</b>					<b>Total Check Amount:</b>	<b>\$74.44</b>
181709	UNITED RENTALS NORTHWEST, INC.	08/23/2019	7051	420515131	SCISSOR LIFT RENTAL	\$583.38
<b>UNITED RENTALS NORTHWEST, INC.</b>					<b>Total Check Amount:</b>	<b>\$583.38</b>
181710	URBAN GRAFFITI ENTERPRISES INC.	08/23/2019	4352	110515121	GRAFFITI REMOVAL-JUL19	\$2,000.00
<b>URBAN GRAFFITI ENTERPRISES INC.</b>					<b>Total Check Amount:</b>	<b>\$2,000.00</b>
181711	VERIZON CONNECT NWF, INC.	08/23/2019	25293	480515161	PW GPS FEES JULY 2019	\$893.00
<b>VERIZON CONNECT NWF, INC.</b>					<b>Total Check Amount:</b>	<b>\$893.00</b>
181712	VERIZON WIRELESS	08/23/2019	21122	110212121	9835333157 7/4-8/3	\$54.45
<b>VERIZON WIRELESS</b>					<b>Total Check Amount:</b>	<b>\$54.45</b>
181713	DIETER VON PUSCHENDORF	08/23/2019	28875	420000000	CLOSED WATER ACCOUNT	\$16.43
<b>DIETER VON PUSCHENDORF</b>					<b>Total Check Amount:</b>	<b>\$16.43</b>
181714	JEROME WEIRICH	08/23/2019	28766	420000000	CLOSED WATER ACCOUNT	\$49.96
<b>JEROME WEIRICH</b>					<b>Total Check Amount:</b>	<b>\$49.96</b>
181715	YELLOW DOG ESTATE SALES	08/23/2019	28882	420000000	CLOSED WATER ACCOUNT	\$73.52
<b>YELLOW DOG ESTATE SALES</b>					<b>Total Check Amount:</b>	<b>\$73.52</b>
181716	HYEEUN YOON	08/23/2019	28874	420000000	CLOSED WATER ACCOUNT	\$37.08
<b>HYEEUN YOON</b>					<b>Total Check Amount:</b>	<b>\$37.08</b>
181717	HYUNJOO YOU	08/23/2019	28873	110	BCC ACCT BAL REFUND	\$210.00
<b>HYUNJOO YOU</b>					<b>Total Check Amount:</b>	<b>\$210.00</b>
<b>Check Subtotal</b>						<b>\$159,947.92</b>
V38719	ADAMSON POLICE PRODUCTS	08/23/2019	4023	110212131	VEST	\$592.63
<b>ADAMSON POLICE PRODUCTS</b>					<b>Total Check Amount:</b>	<b>\$592.63</b>

## City Check Register for: Aug 23, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38720	ADLERHORST INT'L INC	08/23/2019	2223	110212111	AGITATOR SEMINAR #237	\$300.00
<b>ADLERHORST INT'L INC</b>					<b>Total Check Amount:</b>	<b>\$300.00</b>
V38721	ADMINISTRATIVE & PROF	08/23/2019	3344	110	DED:4010 APEA MEMBR	\$576.00
<b>ADMINISTRATIVE &amp; PROF</b>					<b>Total Check Amount:</b>	<b>\$576.00</b>
V38722	THE ADVANTAGE GROUP	08/23/2019	24539	110	DED:808B FSA DEPCAR	\$2,967.32
		08/23/2019	24539	110	DED:808C FSA UR MED	\$5,178.13
<b>THE ADVANTAGE GROUP</b>					<b>Total Check Amount:</b>	<b>\$8,145.45</b>
V38723	ALLIANT INSURANCES SVCS	08/23/2019	13785	950000000	ILJAOC 19/20 PROP INS	\$1,597.51
<b>ALLIANT INSURANCES SVCS</b>					<b>Total Check Amount:</b>	<b>\$1,597.51</b>
V38724	CHRISTOPHER BECKMAN	08/23/2019	28886	110515144	CARD PURCHASE REIMB	\$105.90
		08/23/2019	28886	110515148	CARD PURCHASE REIMB	\$105.89
		08/23/2019	28886	360515145	CARD PURCHASE REIMB	\$105.90
		08/23/2019	28886	360515147	CARD PURCHASE REIMB	\$105.89
<b>CHRISTOPHER BECKMAN</b>					<b>Total Check Amount:</b>	<b>\$423.58</b>
V38725	AMANDA J. BOSSON	08/23/2019	23442	110404145	SAT PREP/WRITING ACAD	\$690.00
		08/23/2019	23442	110404145	WRITING ACADEMY	\$402.50
<b>AMANDA J. BOSSON</b>					<b>Total Check Amount:</b>	<b>\$1,092.50</b>
V38726	BPSEA MEMORIAL FOUNDATION	08/23/2019	14990	110	DED:4050 MEMORIAL	\$222.00
<b>BPSEA MEMORIAL FOUNDATION</b>					<b>Total Check Amount:</b>	<b>\$222.00</b>
V38727	BREA CITY EMPLOYEES ASSOCIATION	08/23/2019	3236	110	DED:4005 BCEA MEMBR	\$570.00
<b>BREA CITY EMPLOYEES ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$570.00</b>
V38728	BREA FIREFIGHTERS ASSOCIATION	08/23/2019	3237	110	DED:4016 ASSOC MEMB	\$3,151.50
		08/23/2019	3237	110222211	19/20 CFCA MEMBERSHIP	\$1,960.00
<b>BREA FIREFIGHTERS ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$5,111.50</b>
V38729	BREA POLICE ASSOCIATION	08/23/2019	3769	110	DED:4030 BPA REG	\$3,400.00
<b>BREA POLICE ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$3,400.00</b>
V38730	BREA POLICE ATHLETIC LEAGUE	08/23/2019	1068	110	DED:5010 B.P.A.L.	\$130.00
<b>BREA POLICE ATHLETIC LEAGUE</b>					<b>Total Check Amount:</b>	<b>\$130.00</b>
V38731	BREA POLICE MANAGEMENT ASSOCIATION	08/23/2019	21189	110	DED:4019 LDF MEMBRS	\$13.00
		08/23/2019	21189	110	DED:4020 PMA MEMBRS	\$195.00
<b>BREA POLICE MANAGEMENT ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$208.00</b>
V38732	SHANNON BUCKELS	08/23/2019	12046	110212111	TRAINING MILEAGE	\$136.88
<b>SHANNON BUCKELS</b>					<b>Total Check Amount:</b>	<b>\$136.88</b>
V38733	BYRNE SOFTWARE TECHNOLOGIES, INC.	08/23/2019	27471	110323241	ACCELA IMPL 6/29-7/5	\$660.00
		08/23/2019	27471	110323241	ACCELA IMPL 7/13-7/19	\$385.00
		08/23/2019	27471	110323241	ACCELA IMPL 7/6-7/12	\$660.00
<b>BYRNE SOFTWARE TECHNOLOGIES, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,705.00</b>
V38734	CALIFORNIA HEALTH & SAFETY INC.	08/23/2019	15491	110222221	SCBA REPAIRS	\$255.04
<b>CALIFORNIA HEALTH &amp; SAFETY INC.</b>					<b>Total Check Amount:</b>	<b>\$255.04</b>



## City Check Register for: Aug 23, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38735	CANNINGS ACE HARDWARE	08/23/2019	15828	110515125	SPRAY PAINT:DT BLLRDS	\$38.92
<b>CANNINGS ACE HARDWARE</b>					<b>Total Check Amount:</b>	<b>\$38.92</b>
V38736	CHANDLER ASSET MANAGEMENT, INC.	08/23/2019	4375	110000000	INV MGMT CITY JUL19	\$18.58
		08/23/2019	4375	420141424	INV MGMT CITY JUL19	\$230.78
		08/23/2019	4375	875000000	INV MGMT CITY JUL19	\$46.59
		08/23/2019	4375	890000000	INV MGMT CITY JUL19	\$32.06
		08/23/2019	4375	930000000	INV MGMT CITY JUL19	\$5,171.96
<b>CHANDLER ASSET MANAGEMENT, INC.</b>					<b>Total Check Amount:</b>	<b>\$5,499.97</b>
V38737	CIGNA BEHAVIORAL HEALTH, INC.	08/23/2019	26628	110141481	EAP SERVICES AUG 2019	\$1,144.81
<b>CIGNA BEHAVIORAL HEALTH, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,144.81</b>
V38738	CORE & MAIN LP	08/23/2019	27049	420515131	WATER METER + ENCODER	\$7,623.34
		08/23/2019	27049	420515131	WATER METER ENCODERS	\$12,338.20
<b>CORE &amp; MAIN LP</b>					<b>Total Check Amount:</b>	<b>\$19,961.54</b>
V38739	CORELOGIC	08/23/2019	25542	280323215	REAL EST LISTNG JUL19	\$185.00
<b>CORELOGIC</b>					<b>Total Check Amount:</b>	<b>\$185.00</b>
V38740	DANGELO CO	08/23/2019	4562	110515125	DT BACKFLOW MATERIAL	\$45.44
<b>DANGELO CO</b>					<b>Total Check Amount:</b>	<b>\$45.44</b>
V38741	DENNIS GRUBB & ASSOCIATES, LLC.	08/23/2019	25568	110000000	PLAN CHECK/INSP 8/1	\$2,832.50
<b>DENNIS GRUBB &amp; ASSOCIATES, LLC.</b>					<b>Total Check Amount:</b>	<b>\$2,832.50</b>
V38742	DF POLYGRAPH	08/23/2019	22010	110141481	POLYGRAPH EXAMS JUL19	\$1,050.00
<b>DF POLYGRAPH</b>					<b>Total Check Amount:</b>	<b>\$1,050.00</b>
V38743	DOG DEALERS, INC	08/23/2019	3573	110404145	DOG OBEDIENCE TRNG	\$98.00
<b>DOG DEALERS, INC</b>					<b>Total Check Amount:</b>	<b>\$98.00</b>
V38744	E.J. WARD INC	08/23/2019	11309	480515161	FRNTGATE TERMINAL RPR	\$670.50
<b>E.J. WARD INC</b>					<b>Total Check Amount:</b>	<b>\$670.50</b>
V38745	ECONOLITE SYSTEMS, INC.	08/23/2019	27147	110515121	EXTRAORD MNT JUL 2019	\$8,099.69
		08/23/2019	27147	110515121	LAMBERT/BERRY JUL19	\$1,503.88
		08/23/2019	27147	110515121	MO. SIGNAL MNT JUL19	\$3,025.56
<b>ECONOLITE SYSTEMS, INC.</b>					<b>Total Check Amount:</b>	<b>\$12,629.13</b>
V38746	EDUTAINMENT ARTS	08/23/2019	20873	110404145	SUMMER YOUTUBER CAMP	\$2,704.00
<b>EDUTAINMENT ARTS</b>					<b>Total Check Amount:</b>	<b>\$2,704.00</b>
V38747	EQUIPMENT DIRECT INC	08/23/2019	4522	110515121	COVERALLS	\$124.95
		08/23/2019	4522	110515121	NITRILE GLOVES	\$142.23
		08/23/2019	4522	110515121	SAFETY VEST	\$23.71
		08/23/2019	4522	110515125	VEST	\$14.62
		08/23/2019	4522	420515131	SAFETY GEAR	\$74.22
<b>EQUIPMENT DIRECT INC</b>					<b>Total Check Amount:</b>	<b>\$379.73</b>
V38748	EWING IRRIGATION PRODUCTS, INC.	08/23/2019	5807	110515125	DT IRRIG MATERIALS	\$49.61
<b>EWING IRRIGATION PRODUCTS, INC.</b>					<b>Total Check Amount:</b>	<b>\$49.61</b>

## City Check Register for: Aug 23, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38749	FUN WITH HORSES	08/23/2019	15171	110404145	SUMMERFUN/RIDING CAMP	\$455.00
<b>FUN WITH HORSES</b>					<b>Total Check Amount:</b>	<b>\$455.00</b>
V38750	DON GOLDEN	08/23/2019	10729	110000000	INSP SVCS 8/1-8/14/19	\$8,125.20
		08/23/2019	10729	110323242	INSP SVCS 8/1-8/14/19	\$1,702.09
<b>DON GOLDEN</b>					<b>Total Check Amount:</b>	<b>\$9,827.29</b>
V38751	HITECH SOFTWARE INC	08/23/2019	19937	110515125	CAR COUNT SYS MNT JUL	\$920.00
		08/23/2019	19937	110515125	CARCOUNT SYST JUL/AUG	\$2,690.00
<b>HITECH SOFTWARE INC</b>					<b>Total Check Amount:</b>	<b>\$3,610.00</b>
V38752	JAMES LEE HOWE	08/23/2019	5953	110404145	JUNIOR GOLF CAMP	\$200.00
<b>JAMES LEE HOWE</b>					<b>Total Check Amount:</b>	<b>\$200.00</b>
V38753	JAMISON ENGINEERING CONTRACTORS, INC	08/23/2019	15812	430515123	LF SWR LFTSTN MNT JUL	\$1,925.00
<b>JAMISON ENGINEERING CONTRACTORS, INC</b>					<b>Total Check Amount:</b>	<b>\$1,925.00</b>
V38754	KELLY PAPER	08/23/2019	7039	110141441	MAILROOM SUPPLIES	\$148.92
<b>KELLY PAPER</b>					<b>Total Check Amount:</b>	<b>\$148.92</b>
V38755	MAD SCIENCE	08/23/2019	5399	110404145	FIZZ-ICAL CHEMWORKS	\$1,500.00
		08/23/2019	5399	110404145	ROBOTS 101	\$1,400.00
<b>MAD SCIENCE</b>					<b>Total Check Amount:</b>	<b>\$2,900.00</b>
V38756	MUNISERVICES, LLC	08/23/2019	10627	110141424	STARS SVC 2019 QTR 1	\$1,250.00
<b>MUNISERVICES, LLC</b>					<b>Total Check Amount:</b>	<b>\$1,250.00</b>
V38757	MYERS AND SONS	08/23/2019	21624	510707703	POST AND ANCHORS	\$563.91
<b>MYERS AND SONS</b>					<b>Total Check Amount:</b>	<b>\$563.91</b>
V38758	ORANGE COUNTY SANITATION DIST.	08/23/2019	14689	110	RES SEWER FEES JUL19	\$13,741.00
		08/23/2019	14689	110000000	5% COLL:RES SF JUL19	(\$687.05)
<b>ORANGE COUNTY SANITATION DIST.</b>					<b>Total Check Amount:</b>	<b>\$13,053.95</b>
V38759	ORANGE COUNTY UNITED WAY	08/23/2019	3451	110	DED:5005 UNITED WAY	\$11.93
<b>ORANGE COUNTY UNITED WAY</b>					<b>Total Check Amount:</b>	<b>\$11.93</b>
V38760	PACIFIC TELEMAGEMENT SERVICES	08/23/2019	19696	475141471	7147920398 AUG 2019	\$75.00
<b>PACIFIC TELEMAGEMENT SERVICES</b>					<b>Total Check Amount:</b>	<b>\$75.00</b>
V38761	PLAY-WELL TEKNOLOGIES	08/23/2019	20917	110404145	LEGO MINE/CRAFT/BUILD	\$4,329.00
<b>PLAY-WELL TEKNOLOGIES</b>					<b>Total Check Amount:</b>	<b>\$4,329.00</b>
V38762	PRINT & FINISHING SOLUTIONS	08/23/2019	21135	110141441	SUPPLIES	\$64.09
<b>PRINT &amp; FINISHING SOLUTIONS</b>					<b>Total Check Amount:</b>	<b>\$64.09</b>
V38763	R.J. NOBLE COMPANY	08/23/2019	1076	420515131	ASPHALT	\$1,253.89
<b>R.J. NOBLE COMPANY</b>					<b>Total Check Amount:</b>	<b>\$1,253.89</b>
V38764	RAY-LITE INDUSTRIES, INC.	08/23/2019	19800	490515151	LED DIMMER CONTROLLER	\$259.57
		08/23/2019	19800	490515152	LED LIGHTING	\$1,108.41
<b>RAY-LITE INDUSTRIES, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,367.98</b>
V38765	READWRITE EDUCATIONAL, INC.	08/23/2019	3444	110404145	MATH/READING DEV	\$500.00

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38765	READWRITE EDUCATIONAL, INC.	08/23/2019	3444	110404145	STUDYSKLLS/TESTTAKING	\$30.00
<b>READWRITE EDUCATIONAL, INC.</b>					<b>Total Check Amount:</b>	<b>\$530.00</b>
V38766	SC FUELS	08/23/2019	16654	480515161	REG ETH 3981.4 GAL	\$11,729.19
<b>SC FUELS</b>					<b>Total Check Amount:</b>	<b>\$11,729.19</b>
V38767	SHRED-IT USA	08/23/2019	7438	110111161	DOC SHRED JUN/JUL19	\$8.00
		08/23/2019	7438	110212122	DOC SHRED JUN/JUL19	\$144.00
		08/23/2019	7438	470141483	DOC SHRED JUN/JUL19	\$8.00
<b>SHRED-IT USA</b>					<b>Total Check Amount:</b>	<b>\$160.00</b>
V38768	SITEONE LANDSCAPE SUPPLY, LLC	08/23/2019	25942	110515125	DT IRRIGATION PARTS	\$195.72
		08/23/2019	25942	110515125	DT PLANTR IRRIG PARTS	\$625.34
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>					<b>Total Check Amount:</b>	<b>\$821.06</b>
V38769	SKATEDOGS	08/23/2019	22488	110404145	SKATEBOARDING CAMP	\$1,716.00
<b>SKATEDOGS</b>					<b>Total Check Amount:</b>	<b>\$1,716.00</b>
V38770	STAPLES TECHNOLOGY SOLUTIONS	08/23/2019	22888	110515111	TONER	\$85.65
<b>STAPLES TECHNOLOGY SOLUTIONS</b>					<b>Total Check Amount:</b>	<b>\$85.65</b>
V38771	SUPERCO SPECIALTY PRODUCTS	08/23/2019	16084	490515151	CHEMICAL CLEANERS	\$205.08
<b>SUPERCO SPECIALTY PRODUCTS</b>					<b>Total Check Amount:</b>	<b>\$205.08</b>
V38772	SUPERION, LLC	08/23/2019	26879	475141471	ASP BACKUP SVCS SEP19	\$2,003.72
<b>SUPERION, LLC</b>					<b>Total Check Amount:</b>	<b>\$2,003.72</b>
V38773	TENNIS ANYONE ACADEMY	08/23/2019	12688	110404145	SUMMER TENNIS CAMP	\$1,440.00
<b>TENNIS ANYONE ACADEMY</b>					<b>Total Check Amount:</b>	<b>\$1,440.00</b>
V38774	TERRY'S TESTING, INC.	08/23/2019	9217	341515112	BACKFLOW TESTING	\$35.00
		08/23/2019	9217	343515112	BACKFLOW TESTING	\$140.00
		08/23/2019	9217	345515112	BACKFLOW TESTING	\$175.00
		08/23/2019	9217	346515112	BACKFLOW TESTING	\$315.00
		08/23/2019	9217	347515112	BACKFLOW TESTING	\$70.00
		08/23/2019	9217	361515148	BACKFLOW TESTING	\$70.00
<b>TERRY'S TESTING, INC.</b>					<b>Total Check Amount:</b>	<b>\$805.00</b>
V38775	THOMSON REUTERS - WEST	08/23/2019	22020	110212121	WEST INFO CHGS JUL19	\$379.46
<b>THOMSON REUTERS - WEST</b>					<b>Total Check Amount:</b>	<b>\$379.46</b>
V38776	TRINITY SOUND COMPANY	08/23/2019	11364	110404542	CONCERTS @CH PARK 8/7	\$859.17
		08/23/2019	11364	110404542	CONCERTS @CHPARK 7/10	\$859.17
		08/23/2019	11364	110404542	CONCERTS @CHPARK 7/17	\$859.17
		08/23/2019	11364	110404542	CONCERTS @CHPARK 7/24	\$859.17
		08/23/2019	11364	110404542	CONCERTS @CHPARK 7/31	\$859.17
		08/23/2019	11364	110404542	CONCERTS @CHPARK 8/14	\$859.17
		08/23/2019	11364	110404542	V38328 TO PO#220018	(\$859.17)
		08/23/2019	11364	110404542	V38509 TO PO#220018	(\$1,718.34)
<b>TRINITY SOUND COMPANY</b>					<b>Total Check Amount:</b>	<b>\$2,577.51</b>

## City Check Register for: Aug 23, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38777	TROPICAL PLAZA NURSERY, INC	08/23/2019	2062	110515125	VINE TRIMMING:DT PS1	\$2,774.00
		08/23/2019	2062	110515141	PRKS/MSM LNDSCP JUL19	\$2,529.61
		08/23/2019	2062	110515143	CITY LANDSCAPES JUL19	\$12,732.76
		08/23/2019	2062	110515148	TRACKS LNDSCAPE JUL19	\$5,419.22
		08/23/2019	2062	341515112	MD#1 LANDSCAPE JUL19	\$1,190.24
		08/23/2019	2062	343515112	IRRIGATION REPAIRS	\$96.00
		08/23/2019	2062	343515112	MD#3 LANDSCAPE JUL19	\$2,019.51
		08/23/2019	2062	345515112	MD#5 LANDSCAPE JUL19	\$2,424.84
		08/23/2019	2062	346515112	IRRIGATION REPAIRS	\$339.38
		08/23/2019	2062	346515112	MD#6 LANDSCAPE JUL19	\$5,340.55
		08/23/2019	2062	347515112	MD#7 LANDSCAPE JUL19	\$1,068.48
		08/23/2019	2062	361515148	CITY MEDIANS JUL19	\$203.91
		08/23/2019	2062	420515131	CITY RESERVOIRS JUL19	\$1,380.43
		08/23/2019	2062	880515113	GATEWAY CTR MNT JUL19	\$1,228.75
<b>TROPICAL PLAZA NURSERY, INC</b>					<b>Total Check Amount:</b>	<b>\$38,747.68</b>
V38778	TURBO DATA SYSTEMS, INC.	08/23/2019	1472	110212122	CITATION PROC JUL19	\$1,068.35
<b>TURBO DATA SYSTEMS, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,068.35</b>
V38779	UNDERGROUND SERVICE ALERT/SC	08/23/2019	4537	420515131	DIGSAFE BRD FEE JUL19	\$81.06
		08/23/2019	4537	420515131	UNDERGRND TICKTS JUL19	\$241.00
<b>UNDERGROUND SERVICE ALERT/SC</b>					<b>Total Check Amount:</b>	<b>\$322.06</b>
V38780	UNITED PUMPING SERVICE, INC.	08/23/2019	16388	410515132	GREASE SPILL CLEANUP	\$10,350.85
<b>UNITED PUMPING SERVICE, INC.</b>					<b>Total Check Amount:</b>	<b>\$10,350.85</b>
V38781	VERITIV OPERATING COMPANY	08/23/2019	26025	110141441	PAPER	\$3,850.80
<b>VERITIV OPERATING COMPANY</b>					<b>Total Check Amount:</b>	<b>\$3,850.80</b>
V38782	VISIX, INC.	08/23/2019	26536	110404211	VISIX RENEWAL 19/20	\$365.00
<b>VISIX, INC.</b>					<b>Total Check Amount:</b>	<b>\$365.00</b>
V38783	WALTERS WHOLESALE ELECTRIC	08/23/2019	1667	110515121	DOWNTOWN TREE LIGHTS	\$71.12
		08/23/2019	1667	110515125	DT TREE LIGHTS	\$467.66
<b>WALTERS WHOLESALE ELECTRIC</b>					<b>Total Check Amount:</b>	<b>\$538.78</b>
V38784	CHRISTOPHER WINGER	08/23/2019	26711	110212111	FIELD TRAINING PRGRAM	\$24.00
<b>CHRISTOPHER WINGER</b>					<b>Total Check Amount:</b>	<b>\$24.00</b>
V38785	YOUNG REMBRANDTS	08/23/2019	15831	110404145	DRAWING CLASSES	\$540.00
<b>YOUNG REMBRANDTS</b>					<b>Total Check Amount:</b>	<b>\$540.00</b>
V38786	ZOLL MEDICAL CORPORATION	08/23/2019	23538	174222222	PARAMEDIC SUPP FS#1	\$808.13
<b>ZOLL MEDICAL CORPORATION</b>					<b>Total Check Amount:</b>	<b>\$808.13</b>
V38787	ZUMAR INDUSTRIES, INC.	08/23/2019	3802	110323241	STREET SIGN	\$80.82
		08/23/2019	3802	510707703	STREET SWEEPING SIGNS	\$268.95
<b>ZUMAR INDUSTRIES, INC.</b>					<b>Total Check Amount:</b>	<b>\$349.77</b>

## City Check Register for: Aug 23, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
Voucher Subtotal						\$192,209.29
TOTAL						\$352,157.21

## City Check Register for: Aug 30, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181718	AAA ELECTRIC MOTOR SALES, INC.	08/30/2019	3615	480515161	BLOWER MOTOR	\$389.53
<b>AAA ELECTRIC MOTOR SALES, INC. Total Check Amount:</b>						<b>\$389.53</b>
181719	AT&T	08/30/2019	22050	475141471	0398789407 8/11/2019	\$1,302.40
<b>AT&amp;T Total Check Amount:</b>						<b>\$1,302.40</b>
181720	AT&T	08/30/2019	22390	475141471	7149110022 7/14/2019	\$222.70
<b>AT&amp;T Total Check Amount:</b>						<b>\$222.70</b>
181721	AT&T CALNET	08/30/2019	20391	360515145	CALNET JUN/JUL 2019	\$41.07
		08/30/2019	20391	420515131	CALNET JUN/JUL 2019	\$289.35
		08/30/2019	20391	475141471	CALNET JUN/JUL 2019	\$8,593.45
<b>AT&amp;T CALNET Total Check Amount:</b>						<b>\$8,923.87</b>
181722	AT&T LONG DISTANCE	08/30/2019	1737	475141471	807752441 8/4/2019	\$27.53
<b>AT&amp;T LONG DISTANCE Total Check Amount:</b>						<b>\$27.53</b>
181723	BS TROOP 811 CHARTERED BY KIWANIS	08/30/2019	27008	110404421	2019 CTRYFAIR CLEANUP	\$250.00
<b>BS TROOP 811 CHARTERED BY KIWANIS Total Check Amount:</b>						<b>\$250.00</b>
181724	JOSEFINE BRESS	08/30/2019	28880	420000000	CLOSED WATER ACCOUNT	\$51.52
<b>JOSEFINE BRESS Total Check Amount:</b>						<b>\$51.52</b>
181725	RICHARD P. CALBAY	08/30/2019	28774	110000000	CITATION REFUND	\$66.00
<b>RICHARD P. CALBAY Total Check Amount:</b>						<b>\$66.00</b>
181726	DAVID CAMPOS	08/30/2019	28064	110404542	E.DROOD COSTUME DESGN	\$2,000.00
<b>DAVID CAMPOS Total Check Amount:</b>						<b>\$2,000.00</b>
181727	CAVORTEX TECHNOLOGIES	08/30/2019	28889	420000000	CLOSED WATER ACCOUNT	\$2,369.23
<b>CAVORTEX TECHNOLOGIES Total Check Amount:</b>						<b>\$2,369.23</b>
181728	ROBERT CENDEJAS	08/30/2019	28896	420000000	CLOSED WATER ACCOUNT	\$50.41
<b>ROBERT CENDEJAS Total Check Amount:</b>						<b>\$50.41</b>
181729	CINTAS	08/30/2019	24347	110404211	FIRST AID RESTOCK	\$139.73
<b>CINTAS Total Check Amount:</b>						<b>\$139.73</b>
181730	CITY TRAFFIC COUNTERS	08/30/2019	27887	510707219	LICENSE PLATE SURVEY	\$2,280.00
<b>CITY TRAFFIC COUNTERS Total Check Amount:</b>						<b>\$2,280.00</b>
181731	THE COUNSELING TEAM INTERNATIONAL	08/30/2019	13933	110222221	COUNSELING SVCS JUL19	\$660.00
<b>THE COUNSELING TEAM INTERNATIONAL Total Check Amount:</b>						<b>\$660.00</b>
181732	COUNTY OF ORANGE	08/30/2019	4799	110212122	PARKING CITATIONS JUL	\$6,087.50
<b>COUNTY OF ORANGE Total Check Amount:</b>						<b>\$6,087.50</b>
181733	COUNTY OF ORANGE AUDITOR-CONTROLLER	08/30/2019	5183	361141431	SP TAX ASSMNT CORRCTN	\$240.00
<b>COUNTY OF ORANGE AUDITOR-CONTROLLER Total Check Amount:</b>						<b>\$240.00</b>
181734	KYM DE LOS REYES	08/30/2019	26886	110404544	BREA FEST LIVE ARTIST	\$300.00
<b>KYM DE LOS REYES Total Check Amount:</b>						<b>\$300.00</b>
181735	DEPARTMENT OF JUSTICE	08/30/2019	13406	110141481	FINGERPRNT APPS JUL19	\$810.00
<b>DEPARTMENT OF JUSTICE Total Check Amount:</b>						<b>\$810.00</b>



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181736	DOWNSTREAM SERVICES, INC.	08/30/2019	28890	420000000	CLOSED WATER ACCOUNT	\$2,431.17
<b>DOWNSTREAM SERVICES, INC.</b>					<b>Total Check Amount:</b>	<b>\$2,431.17</b>
181737	SOUTHERN CALIFORNIA EDISON	08/30/2019	3343	110515121	ELECTRICITY JUL/AUG19	\$4,186.47
		08/30/2019	3343	110515148	ELECTRICITY JUL/AUG19	\$32.14
<b>SOUTHERN CALIFORNIA EDISON</b>					<b>Total Check Amount:</b>	<b>\$4,218.61</b>
181738	HEATHER GIRTEN ENRIQUEZ	08/30/2019	27205	110404542	WOTW COSTUME DESIGN	\$1,500.00
<b>HEATHER GIRTEN ENRIQUEZ</b>					<b>Total Check Amount:</b>	<b>\$1,500.00</b>
181739	ERIC W. GRUVER PHD	08/30/2019	7856	110141481	PRE-EMPL EVAL/CONSULT	\$625.00
		08/30/2019	7856	110141481	PRE-EMPL EVALUATION	\$1,700.00
<b>ERIC W. GRUVER PHD</b>					<b>Total Check Amount:</b>	<b>\$2,325.00</b>
181740	FRONTIER COMMUNICATIONS	08/30/2019	26183	475141471	5621820146 8/16-9/15	\$44.73
<b>FRONTIER COMMUNICATIONS</b>					<b>Total Check Amount:</b>	<b>\$44.73</b>
181741	THE GAS COMPANY	08/30/2019	3749	490515151	GAS JUL/AUG 2019	\$86.23
<b>THE GAS COMPANY</b>					<b>Total Check Amount:</b>	<b>\$86.23</b>
181742	JART DIRECT MAIL SERVICES	08/30/2019	8634	110404542	PAGE-TO-STAGE POSTAGE	\$536.78
<b>JART DIRECT MAIL SERVICES</b>					<b>Total Check Amount:</b>	<b>\$536.78</b>
181743	FLORENCE KEPILINO	08/30/2019	28891	420000000	CLOSED WATER ACCOUNT	\$66.03
<b>FLORENCE KEPILINO</b>					<b>Total Check Amount:</b>	<b>\$66.03</b>
181744	KEYSTONE UNIFORMS OC	08/30/2019	24713	110212111	UNIFORM	\$262.18
<b>KEYSTONE UNIFORMS OC</b>					<b>Total Check Amount:</b>	<b>\$262.18</b>
181745	LAW OFFICES OF JONES & MAYER	08/30/2019	12144	110111112	LEGAL:CODE ENF JUL19	\$2,327.05
<b>LAW OFFICES OF JONES &amp; MAYER</b>					<b>Total Check Amount:</b>	<b>\$2,327.05</b>
181746	MEDPOST URGENT CARE - BREA	08/30/2019	27547	110141481	HR MED SVCS JULY 2019	\$335.00
<b>MEDPOST URGENT CARE - BREA</b>					<b>Total Check Amount:</b>	<b>\$335.00</b>
181747	MURPHY & EVERTZ CLIENT TRUST ACCT.	08/30/2019	28759	510707251	STIPULATION:57/LMBERT	\$1,028,000.00
<b>MURPHY &amp; EVERTZ CLIENT TRUST ACCT.</b>					<b>Total Check Amount:</b>	<b>\$1,028,000.00</b>
181748	MUSIC THEATRE INTERNATIONAL	08/30/2019	1321	110404542	37818 SHREK MUSICAL	\$8,910.18
<b>MUSIC THEATRE INTERNATIONAL</b>					<b>Total Check Amount:</b>	<b>\$8,910.18</b>
181749	NATIONAL PEN CO. LLC	08/30/2019	25520	110222231	SWAG	\$342.54
<b>NATIONAL PEN CO. LLC</b>					<b>Total Check Amount:</b>	<b>\$342.54</b>
181750	NDS, LLC	08/30/2019	25312	110141441	PRESORT MAILSVCS AUG19	\$341.01
<b>NDS, LLC</b>					<b>Total Check Amount:</b>	<b>\$341.01</b>
181751	RACHEL NELLESEN AND/OR ROBERT VOLZ	08/30/2019	28893	420000000	CLOSED WATER ACCOUNT	\$67.09
<b>RACHEL NELLESEN AND/OR ROBERT VOLZ</b>					<b>Total Check Amount:</b>	<b>\$67.09</b>
181752	OFFICE DEPOT, INC	08/30/2019	4743	110111151	OFFICE SUPPLIES	\$31.06
		08/30/2019	4743	110111151	TONER	\$158.66
		08/30/2019	4743	110141411	OFFICE SUPPLIES	\$25.83
		08/30/2019	4743	110141411	TONER	\$126.55

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181752	OFFICE DEPOT, INC	08/30/2019	4743	110141441	OFFICE SUPPLIES	\$64.54
		08/30/2019	4743	110212111	OFFICE SUPPLIES	\$20.24
		08/30/2019	4743	110404311	OFFICE SUPPLIES	\$91.58
<b>OFFICE DEPOT, INC</b>					<b>Total Check Amount:</b>	<b>\$518.46</b>
181753	ORANGE COUNTY STRIPING SERVICE	08/30/2019	10223	110515121	ANNUAL RESTRIPIING	\$25,118.03
<b>ORANGE COUNTY STRIPING SERVICE</b>					<b>Total Check Amount:</b>	<b>\$25,118.03</b>
181754	PETTY CASH CUSTODIAN	08/30/2019	15835	110	PCF REPL 8/5/19	\$216.10
<b>PETTY CASH CUSTODIAN</b>					<b>Total Check Amount:</b>	<b>\$216.10</b>
181755	PUENTE HILLS FORD	08/30/2019	25742	480515161	BRAKE PADS	\$163.38
		08/30/2019	25742	480515161	CREDIT FOR DUPL INV	(\$86.66)
		08/30/2019	25742	480515161	WNDSHLD WASHER NOZZLE	\$19.14
<b>PUENTE HILLS FORD</b>					<b>Total Check Amount:</b>	<b>\$95.86</b>
181756	KUNARESAN RANANATHAN	08/30/2019	28895	420000000	CLOSED WATER ACCOUNT	\$48.21
<b>KUNARESAN RANANATHAN</b>					<b>Total Check Amount:</b>	<b>\$48.21</b>
181757	RENNE SLOAN HOTLZMAN SAKAI, LLP	08/30/2019	27580	110141481	PROF SVCS JULY 2019	\$3,676.26
<b>RENNE SLOAN HOTLZMAN SAKAI, LLP</b>					<b>Total Check Amount:</b>	<b>\$3,676.26</b>
181758	RIVERSIDE COUNTY SHERIFF'S DEPT	08/30/2019	10660	110212111	FIREARMS INSTR COURSE	\$366.00
<b>RIVERSIDE COUNTY SHERIFF'S DEPT</b>					<b>Total Check Amount:</b>	<b>\$366.00</b>
181759	KEITH RUCKER	08/30/2019	28894	420000000	CLOSED WATER ACCOUNT	\$7.56
<b>KEITH RUCKER</b>					<b>Total Check Amount:</b>	<b>\$7.56</b>
181760	SIGNPROS CUSTOM LETTERING	08/30/2019	12068	110212131	MAGNETIC SIGNS	\$77.58
<b>SIGNPROS CUSTOM LETTERING</b>					<b>Total Check Amount:</b>	<b>\$77.58</b>
181761	SPARKLETTS	08/30/2019	3001	110141441	WTR DISP+BOTTLS JUL19	\$784.98
		08/30/2019	3001	110141481	WATER BOTTLES	\$10.38
<b>SPARKLETTS</b>					<b>Total Check Amount:</b>	<b>\$795.36</b>
181762	ST. JUDE MEDICAL CENTER	08/30/2019	3503	174222222	PM MEDS 2019 2ND QTR	\$2,919.28
<b>ST. JUDE MEDICAL CENTER</b>					<b>Total Check Amount:</b>	<b>\$2,919.28</b>
181763	STATE FIRE TRAINING	08/30/2019	17013	110222231	STATE FIRE TRNG 2D	\$80.00
<b>STATE FIRE TRAINING</b>					<b>Total Check Amount:</b>	<b>\$80.00</b>
181764	MARY CHRISTINE SULLIVAN	08/30/2019	21993	110404541	PAINTNG LNDSCPS WKSHIP	\$555.75
<b>MARY CHRISTINE SULLIVAN</b>					<b>Total Check Amount:</b>	<b>\$555.75</b>
181765	MICKEALA TU	08/30/2019	28892	420000000	CLOSED WATER ACCOUNT	\$44.60
<b>MICKEALA TU</b>					<b>Total Check Amount:</b>	<b>\$44.60</b>
181766	TURNOUT MAINTENANCE COMPANY, LLC	08/30/2019	19898	174222222	TURNOUT REPAIR	\$149.00
<b>TURNOUT MAINTENANCE COMPANY, LLC</b>					<b>Total Check Amount:</b>	<b>\$149.00</b>
181767	TYR TACTICAL, LLC	08/30/2019	26202	110	SWAT VEST	(\$269.22)
		08/30/2019	26202	110212134	SWAT VEST	\$3,765.03
<b>TYR TACTICAL, LLC</b>					<b>Total Check Amount:</b>	<b>\$3,495.81</b>

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181768	UNITED PARCEL SERVICE	08/30/2019	3174	110141441	SHIPPING CHGS JUL19	\$160.43
<b>UNITED PARCEL SERVICE</b>						<b>Total Check Amount: \$160.43</b>
181769	UNITEDHEALTHCARE	08/30/2019	28898	110	DIRECTPAY:JUN/JUL/AUG	\$3,084.54
<b>UNITEDHEALTHCARE</b>						<b>Total Check Amount: \$3,084.54</b>
181770	WESTERN SPECIALTY CONTRACTORS	08/30/2019	26669	490515151	WATER LEAK REPAIR	\$4,070.00
<b>WESTERN SPECIALTY CONTRACTORS</b>						<b>Total Check Amount: \$4,070.00</b>
181771	HYUNJOO YOU	08/30/2019	28873	110	SUMMER DAYCAMP REFUND	\$165.00
<b>HYUNJOO YOU</b>						<b>Total Check Amount: \$165.00</b>
<b>Check Subtotal</b>						<b>\$1,123,607.85</b>
V38788	ADAMSON POLICE PRODUCTS	08/30/2019	4023	110212131	HOLSTERS (3)	\$297.39
<b>ADAMSON POLICE PRODUCTS</b>						<b>Total Check Amount: \$297.39</b>
V38789	THE ADVANTAGE GROUP	08/30/2019	24539	110141481	JUL19 FLEX ACCT FEES	\$369.50
<b>THE ADVANTAGE GROUP</b>						<b>Total Check Amount: \$369.50</b>
V38790	ALTERNATIVE HOSE, INC.	08/30/2019	18488	480515161	HOSE ASSEMBLY	\$257.87
<b>ALTERNATIVE HOSE, INC.</b>						<b>Total Check Amount: \$257.87</b>
V38791	ANAHEIM ICE MANAGEMENT	08/30/2019	15170	110404145	PARENT&ME ICE SKATING	\$44.00
<b>ANAHEIM ICE MANAGEMENT</b>						<b>Total Check Amount: \$44.00</b>
V38792	B & M LAWN AND GARDEN CENTER	08/30/2019	4699	110222223	CHAINSAW BAR&CHN OIL	\$46.59
<b>B &amp; M LAWN AND GARDEN CENTER</b>						<b>Total Check Amount: \$46.59</b>
V38793	BLX GROUP	08/30/2019	21902	420141431	REPORT FEES	\$2,000.00
<b>BLX GROUP</b>						<b>Total Check Amount: \$2,000.00</b>
V38794	BREA DISPOSAL, INC	08/30/2019	3330	440515122	JUL 2019 RES TONNAGE	\$73,023.20
<b>BREA DISPOSAL, INC</b>						<b>Total Check Amount: \$73,023.20</b>
V38795	KATHY A BREAUX	08/30/2019	5320	110404145	PENCILS AND PASTELS	\$245.00
<b>KATHY A BREAUX</b>						<b>Total Check Amount: \$245.00</b>
V38796	BYRNE SOFTWARE TECHNOLOGIES, INC.	08/30/2019	27471	110323241	ACCELA IMPL 7/27-8/2	\$605.00
<b>BYRNE SOFTWARE TECHNOLOGIES, INC.</b>						<b>Total Check Amount: \$605.00</b>
V38797	CALIFORNIA FOUNDATION	08/30/2019	28259	110404145	PIANO KEYBOARDING	\$310.50
<b>CALIFORNIA FOUNDATION</b>						<b>Total Check Amount: \$310.50</b>
V38798	CAROLLO ENGINEERS, INC.	08/30/2019	26313	420515131	WTR FSBLTY STUDY JUL	\$5,565.23
<b>CAROLLO ENGINEERS, INC.</b>						<b>Total Check Amount: \$5,565.23</b>
V38799	CLINICAL LABORATORY OF	08/30/2019	3390	420515131	WATER SAMPLING JUL19	\$1,902.00
<b>CLINICAL LABORATORY OF</b>						<b>Total Check Amount: \$1,902.00</b>
V38800	CORE & MAIN LP	08/30/2019	27049	420515131	WATER METERS	\$5,198.50
<b>CORE &amp; MAIN LP</b>						<b>Total Check Amount: \$5,198.50</b>
V38801	DANIELS TIRE SERVICE	08/30/2019	3133	480515161	TIRES	\$99.41
<b>DANIELS TIRE SERVICE</b>						<b>Total Check Amount: \$99.41</b>

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V38802	DAVID EVANS AND ASSOCIATES, INC.	08/30/2019	20981	510707922	SLOPE REPAIR JUN19	\$337.50
<b>DAVID EVANS AND ASSOCIATES, INC. Total Check Amount:</b>						<b>\$337.50</b>
V38803	DE LAGE LANDEN FINANCIAL SERVICES	08/30/2019	23311	110141441	FS3 COPY MACH LSE AUG	\$161.20
<b>DE LAGE LANDEN FINANCIAL SERVICES Total Check Amount:</b>						<b>\$161.20</b>
V38804	DOOLEY ENTERPRISES INC	08/30/2019	5421	110212131	AMMUNITION	\$338.64
<b>DOOLEY ENTERPRISES INC Total Check Amount:</b>						<b>\$338.64</b>
V38805	EDUTAINMENT ARTS	08/30/2019	20873	110404145	SCIENCE OF COOKING	\$2,184.00
<b>EDUTAINMENT ARTS Total Check Amount:</b>						<b>\$2,184.00</b>
V38806	ENGIE SERVICES U.S., INC.	08/30/2019	25707	490515151	19/20 SOLAR MONITORNG	\$5,685.00
<b>ENGIE SERVICES U.S., INC. Total Check Amount:</b>						<b>\$5,685.00</b>
V38807	ENTENMANN ROVIN COMPANY	08/30/2019	3457	110212111	CAP PIECES	\$468.62
		08/30/2019	3457	110212111	NEW EMPLOYEE BADGES	\$378.47
<b>ENTENMANN ROVIN COMPANY Total Check Amount:</b>						<b>\$847.09</b>
V38808	FLEET SERVICES	08/30/2019	5658	480515161	CAB MARKER LIGHTS	\$52.41
<b>FLEET SERVICES Total Check Amount:</b>						<b>\$52.41</b>
V38809	FUSCOE ENGINEERING, INC.	08/30/2019	18052	110000000	BREA MALL WQMP JUN19	\$1,200.00
<b>FUSCOE ENGINEERING, INC. Total Check Amount:</b>						<b>\$1,200.00</b>
V38810	JESSE GARDUNA	08/30/2019	16006	110212111	TRAIING EXPENSES	\$90.63
<b>JESSE GARDUNA Total Check Amount:</b>						<b>\$90.63</b>
V38811	CHRISTOPHER GARRIGUE	08/30/2019	26826	110000000	DEVELOPER FEE REFUND	\$288.88
<b>CHRISTOPHER GARRIGUE Total Check Amount:</b>						<b>\$288.88</b>
V38812	GRAINGER	08/30/2019	13634	110222211	BATTERIES	\$124.39
		08/30/2019	13634	420515131	CONSTRUCTION SUPPLIES	\$330.27
<b>GRAINGER Total Check Amount:</b>						<b>\$454.66</b>
V38813	ROBERT HAEFNER	08/30/2019	14703	110212111	TRAINING MILEAGE	\$38.63
<b>ROBERT HAEFNER Total Check Amount:</b>						<b>\$38.63</b>
V38814	HITT MARKING DEVICES, INC	08/30/2019	4540	110222211	OFFICE SUPPLIES	\$38.43
<b>HITT MARKING DEVICES, INC Total Check Amount:</b>						<b>\$38.43</b>
V38815	HOUSING PROGRAMS	08/30/2019	26542	290323215	HSG REHAB SVCS JUL19	\$800.00
<b>HOUSING PROGRAMS Total Check Amount:</b>						<b>\$800.00</b>
V38816	JEFFREY HUNZIKER	08/30/2019	26172	110212111	K-9 COP CONFERENCE	\$154.00
<b>JEFFREY HUNZIKER Total Check Amount:</b>						<b>\$154.00</b>
V38817	JACKSON'S AUTO SUPPLY	08/30/2019	1143	420515131	AUTO SUPPLIES JUL19	\$15.06
		08/30/2019	1143	480515161	AUTO SUPPLIES JUL19	\$1,969.49
<b>JACKSON'S AUTO SUPPLY Total Check Amount:</b>						<b>\$1,984.55</b>
V38818	JOEAMERICO CALABRESE ARCHITECT	08/30/2019	20526	510707954	DESIGN SVCS:CCC 7/31	\$8,200.00
<b>JOEAMERICO CALABRESE ARCHITECT Total Check Amount:</b>						<b>\$8,200.00</b>
V38819	KELLY PAPER	08/30/2019	7039	110141441	PAPER	\$387.63
<b>KELLY PAPER Total Check Amount:</b>						<b>\$387.63</b>

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V38820	MARY LARKIN	08/30/2019	16039	110212122	AUGUST 2019 MILEAGE	\$5.22
<b>MARY LARKIN</b>						<b>Total Check Amount: \$5.22</b>
V38821	LIBERTY PAINTING & RESTORATION, INC	08/30/2019	25899	490515151	PAINT PROJ:PD CONF RM	\$940.00
<b>LIBERTY PAINTING &amp; RESTORATION, INC</b>						<b>Total Check Amount: \$940.00</b>
V38822	JASON LOGAN	08/30/2019	19659	110	FORFEIT FEES	\$690.00
		08/30/2019	19659	110404424	FORFEIT FEES	\$270.00
<b>JASON LOGAN</b>						<b>Total Check Amount: \$960.00</b>
V38823	MAILFINANCE	08/30/2019	21677	110141441	MAILSYSTM LSE JUN-SEP	\$1,420.45
<b>MAILFINANCE</b>						<b>Total Check Amount: \$1,420.45</b>
V38824	IAN MATHENY	08/30/2019	28867	110222221	EMT RECERT/PM SCHOOL	\$337.00
<b>IAN MATHENY</b>						<b>Total Check Amount: \$337.00</b>
V38825	PACIFIC COAST ENTERTAINMENT	08/30/2019	21588	110404542	LIGHTING GEL FRAMES	\$587.61
<b>PACIFIC COAST ENTERTAINMENT</b>						<b>Total Check Amount: \$587.61</b>
V38826	IRACEMA PERDOMO	08/30/2019	14135	110404215	BODY PUMP:BCC JUL19	\$200.00
<b>IRACEMA PERDOMO</b>						<b>Total Check Amount: \$200.00</b>
V38827	PETROLEUM MARKETING EQUIPMENT	08/30/2019	9282	480515161	FUEL HOSE BREAKAWAY	\$83.63
<b>PETROLEUM MARKETING EQUIPMENT</b>						<b>Total Check Amount: \$83.63</b>
V38828	QUALITY PLACEMENT AUTHORITY, LLC	08/30/2019	27027	110404521	TEMP STAFF 7/29-8/4	\$609.93
		08/30/2019	27027	110404521	TEMP STAFF 8/12-8/18	\$768.06
		08/30/2019	27027	110404521	TEMP STAFF 8/5-8/11	\$768.06
<b>QUALITY PLACEMENT AUTHORITY, LLC</b>						<b>Total Check Amount: \$2,146.05</b>
V38829	RICHARDS, WATSON & GERSHON	08/30/2019	8978	110111112	0001 GEN LGL SVCS JUN	\$11,506.88
		08/30/2019	8978	110111112	0174 K-BOSOM CH JUN19	\$26.00
		08/30/2019	8978	110111112	9999 GEN LGL SVCS JUN	\$16,288.00
		08/30/2019	8978	280323215	0001 GEN LGL SVCS JUN	\$76.00
		08/30/2019	8978	280323215	9999 GEN LGL SVCS JUN	\$1,108.00
		08/30/2019	8978	363212131	178 CENTRL PARK JUN19	\$261.00
		08/30/2019	8978	410515132	0162 SA/MS4 NPDES JUN	\$255.25
		08/30/2019	8978	510707251	0145 57/LAMBERT JUN19	\$1,274.00
		08/30/2019	8978	510707251	171 OLEN POINTE JUN19	\$1,012.00
		08/30/2019	8978	510707251	172 KING Y CHAI JUN19	\$36,213.35
<b>RICHARDS, WATSON &amp; GERSHON</b>						<b>Total Check Amount: \$68,020.48</b>
V38830	ROBERT SCHULTZ	08/30/2019	28354	110404544	BREA FEST LIVE ARTIST	\$300.00
<b>ROBERT SCHULTZ</b>						<b>Total Check Amount: \$300.00</b>
V38831	SMART & FINAL	08/30/2019	3269	110404429	ASP CAFE SUPPLIES	\$291.46
<b>SMART &amp; FINAL</b>						<b>Total Check Amount: \$291.46</b>
V38832	STAPLES TECHNOLOGY SOLUTIONS	08/30/2019	22888	110404311	TONER	\$396.88
<b>STAPLES TECHNOLOGY SOLUTIONS</b>						<b>Total Check Amount: \$396.88</b>
V38833	TENNIS ANYONE ACADEMY	08/30/2019	12688	110404145	TENNIS ACAD/TOURNAMNT	\$1,402.50

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<b>TENNIS ANYONE ACADEMY</b>						<b>Total Check Amount: \$1,402.50</b>
V38834	TRANS UNION LLC	08/30/2019	8371	110141481	HR SERVICES 6/26-7/25	\$97.23
<b>TRANS UNION LLC</b>						<b>Total Check Amount: \$97.23</b>
V38835	RYAN TRENT	08/30/2019	14155	110212111	TRAINING EXPENSES	\$430.05
<b>RYAN TRENT</b>						<b>Total Check Amount: \$430.05</b>
V38836	UNITED PUMPING SERVICE, INC.	08/30/2019	16388	430515123	EMERG SWR CLNUP 4/11	\$26,470.03
<b>UNITED PUMPING SERVICE, INC.</b>						<b>Total Check Amount: \$26,470.03</b>
V38837	UNITED ROTARY BRUSH CORPORATION	08/30/2019	16649	480515161	SWEEPER BROOM	\$117.85
<b>UNITED ROTARY BRUSH CORPORATION</b>						<b>Total Check Amount: \$117.85</b>
V38838	VENDINI	08/30/2019	24179	110404542	TICKET FEES JULY 2019	\$1,758.02
<b>VENDINI</b>						<b>Total Check Amount: \$1,758.02</b>
V38839	WEBBY DANCE COMPANY	08/30/2019	25323	110404145	JAZZ/HIP HOP/TUMBLING	\$480.00
<b>WEBBY DANCE COMPANY</b>						<b>Total Check Amount: \$480.00</b>
V38840	MATTHEW WENDLING	08/30/2019	27564	110212111	TRAINING EXPENSES	\$86.76
<b>MATTHEW WENDLING</b>						<b>Total Check Amount: \$86.76</b>
V38841	WEST-LITE SUPPLY CO., INC.	08/30/2019	5192	490515151	LIGHTING	\$188.50
<b>WEST-LITE SUPPLY CO., INC.</b>						<b>Total Check Amount: \$188.50</b>
V38842	ZOLL MEDICAL CORPORATION	08/30/2019	23538	174222222	PM SUPPLIES FS#3	\$1,969.67
<b>ZOLL MEDICAL CORPORATION</b>						<b>Total Check Amount: \$1,969.67</b>
<b>Voucher Subtotal</b>						<b>\$221,896.83</b>
<b>TOTAL</b>						<b>\$1,345,504.68</b>



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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181772	AT&T	09/06/2019	22390	475141471	7149110022 8/14/2019	\$222.70
AT&T					Total Check Amount:	\$222.70
181773	AXON ENTERPRISE, INC.	09/06/2019	28286	950000000	ILJAOC EVID LIC YR1	\$58,206.00
AXON ENTERPRISE, INC.					Total Check Amount:	\$58,206.00
181774	CALIFORNIA FIRE CHIEFS ASSOCIATION	09/06/2019	3414	110222211	19/20 CFCA MEMBERSHIP	\$1,960.00
CALIFORNIA FIRE CHIEFS ASSOCIATION					Total Check Amount:	\$1,960.00
181775	LAURA CARVELLI	09/06/2019	28942	420000000	CLOSED WATER ACCOUNT	\$26.05
LAURA CARVELLI					Total Check Amount:	\$26.05
181776	ROBERT CENDEJAS	09/06/2019	28896	420000000	CLOSED WATER ACCOUNT	\$138.18
ROBERT CENDEJAS					Total Check Amount:	\$138.18
181777	CHICAGO TITLE COMPANY	09/06/2019	24835	280323215	470 DEVONSHIRE CIR	\$100.00
CHICAGO TITLE COMPANY					Total Check Amount:	\$100.00
181778	COMMONWEALTH LAND TITLE COMPANY	09/06/2019	19306	510707461	PRELIM TITLE REPORT	\$1,000.00
COMMONWEALTH LAND TITLE COMPANY					Total Check Amount:	\$1,000.00
181779	CSULB FOUNDATION	09/06/2019	10182	110212111	CRIME SCENE INVESTGTN	\$724.00
CSULB FOUNDATION					Total Check Amount:	\$724.00
181780	CT&T CONCRETE PAVING, INC.	09/06/2019	28593	110515121	CONCRETE PAVING:BCC	\$34,636.70
		09/06/2019	28593	110515121	CTYWIDE CONCRETE PROJ	\$43,247.00
CT&T CONCRETE PAVING, INC.					Total Check Amount:	\$77,883.70
181781	KATHERINE CUNNINGHAM	09/06/2019	28944	420000000	CLOSED WATER ACCOUNT	\$17.08
KATHERINE CUNNINGHAM					Total Check Amount:	\$17.08
181782	D & D SIGN SERVICE	09/06/2019	15660	110515125	SVC:BREA WELCOME SIGN	\$653.35
D & D SIGN SERVICE					Total Check Amount:	\$653.35
181783	DE LAGE LANDEN FINANCIAL SERVICES	09/06/2019	23311	110141441	EQUIPMENT BUYOUT	\$1,011.16
DE LAGE LANDEN FINANCIAL SERVICES					Total Check Amount:	\$1,011.16
181784	DE LAGE LANDEN FINANCIAL SERVICES	09/06/2019	23311	110141441	EQUIPMENT BUYOUT	\$179.57
DE LAGE LANDEN FINANCIAL SERVICES					Total Check Amount:	\$179.57
181785	DELTA T HVAC, INC.	09/06/2019	28265	490515151	BCC HVAC REPAIR	\$1,060.00
		09/06/2019	28265	490515151	CCC HVAC T-SAT MOVE	\$380.00
DELTA T HVAC, INC.					Total Check Amount:	\$1,440.00
181786	DONNOE & ASSOCIATES, INC.	09/06/2019	14314	110141481	ACCOUNT CLERK EXAM	\$495.00
DONNOE & ASSOCIATES, INC.					Total Check Amount:	\$495.00
181787	FRANCHISE TAX BOARD	09/06/2019	13287	110	CD916679003 083019 PR	\$105.86
FRANCHISE TAX BOARD					Total Check Amount:	\$105.86
181788	GOLDEN BELL PRODUCTS, INC.	09/06/2019	1411	430515123	SEWER ROACH CONTROL	\$8,535.50
GOLDEN BELL PRODUCTS, INC.					Total Check Amount:	\$8,535.50
181789	DAVID GOMEZ	09/06/2019	28945	420000000	CLOSED WATER ACCOUNT	\$33.14
DAVID GOMEZ					Total Check Amount:	\$33.14
181790	HACKER INDUSTRIES, INC.	09/06/2019	28946	420000000	CLOSED WATER ACCOUNT	\$70.15

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>HACKER INDUSTRIES, INC.</b>						<b>Total Check Amount: \$70.15</b>
181791	RON HARDING	09/06/2019	28939	420000000	WATER ACCT OVERPAYMNT	\$176.23
<b>RON HARDING</b>						<b>Total Check Amount: \$176.23</b>
181792	HARRINGTON GEOTECHNICAL ENG.INC.	09/06/2019	15251	510707315	BACKFLL/COMPACTN TEST	\$168.98
		09/06/2019	15251	510707316	BACKFLL/COMPACTN TEST	\$168.98
		09/06/2019	15251	510707317	BACKFLL/COMPACTN TEST	\$434.52
		09/06/2019	15251	510707461	BACKFLL/COMPACTN TEST	\$1,641.52
<b>HARRINGTON GEOTECHNICAL ENG.INC.</b>						<b>Total Check Amount: \$2,414.00</b>
181793	HF&H CONSULTANTS, LLC	09/06/2019	27542	440515122	SOLIDWASTE SVCS JUL19	\$1,387.52
<b>HF&amp;H CONSULTANTS, LLC</b>						<b>Total Check Amount: \$1,387.52</b>
181794	INT'L SCHOOL OF TACTICAL MEDICINE	09/06/2019	28888	110222221	TACTICAL MED COURSE	\$5,980.00
<b>INT'L SCHOOL OF TACTICAL MEDICINE</b>						<b>Total Check Amount: \$5,980.00</b>
181795	HECTOR JAIME	09/06/2019	28878	420000000	CLOSED WATER ACCOUNT	\$64.53
<b>HECTOR JAIME</b>						<b>Total Check Amount: \$64.53</b>
181796	KABBARA ENGINEERING	09/06/2019	23694	510707454	PROF SVCS 4/11-6/30	\$2,382.00
		09/06/2019	23694	510707458	PROF SVCS 4/11-6/30	\$1,949.00
		09/06/2019	23694	510707466	PROF SVCS 4/11-6/30	\$1,949.00
		09/06/2019	23694	510707467	PROF SVCS 5/5-6/30	\$4,516.00
		09/06/2019	23694	510707626	PROF SVCS 4/11-6/30	\$1,073.50
<b>KABBARA ENGINEERING</b>						<b>Total Check Amount: \$11,869.50</b>
181797	LAKEMAN CHASSIS	09/06/2019	12885	480515161	ADD JACK TO CEMENT MIXER	\$176.16
		09/06/2019	12885	480515161	VALVE TRAILER REPAIR	\$160.00
<b>LAKEMAN CHASSIS</b>						<b>Total Check Amount: \$336.16</b>
181798	LIFE-ASSIST, INC.	09/06/2019	10530	174222222	PM MEDS FIRE STN #1	\$1,290.10
<b>LIFE-ASSIST, INC.</b>						<b>Total Check Amount: \$1,290.10</b>
181799	CHIA WEI LU	09/06/2019	28943	420000000	CLOSED WATER ACCOUNT	\$6.05
<b>CHIA WEI LU</b>						<b>Total Check Amount: \$6.05</b>
181800	MOTTOMOBILE, INC.	09/06/2019	28869	231212141	APEX MOBILE SET-UP	\$4,600.00
		09/06/2019	28869	231212141	APEX MOBILE SUPPORT	\$2,900.00
<b>MOTTOMOBILE, INC.</b>						<b>Total Check Amount: \$7,500.00</b>
181801	ORANGE COUNTY SHERIFF'S DEPT	09/06/2019	6542	110212111	TFC COLLISION INVSTGTN	\$175.00
<b>ORANGE COUNTY SHERIFF'S DEPT</b>						<b>Total Check Amount: \$175.00</b>
181802	PUENTE HILLS FORD	09/06/2019	25742	480515161	THROTTLE	\$63.76
<b>PUENTE HILLS FORD</b>						<b>Total Check Amount: \$63.76</b>
181803	R J NOBLE CO/ESCROW # 2893-139	09/06/2019	18571	420000000	CLOSED WATER ACCOUNT	\$758.30
<b>R J NOBLE CO/ESCROW # 2893-139</b>						<b>Total Check Amount: \$758.30</b>
181804	MAQSOOD RAHMAN	09/06/2019	28897	420000000	CLOSED WATER ACCOUNT	\$28.00
<b>MAQSOOD RAHMAN</b>						<b>Total Check Amount: \$28.00</b>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181805	MARION SHIROMA	09/06/2019	28941	420000000	CLOSED WATER ACCOUNT	\$153.52
<b>MARION SHIROMA</b>						<b>Total Check Amount: \$153.52</b>
181806	SPARKLETTS	09/06/2019	3001	490515151	CCC FOUNTN WTR AUG19	\$19.92
<b>SPARKLETTS</b>						<b>Total Check Amount: \$19.92</b>
181807	TIME WARNER CABLE	09/06/2019	19304	110111143	CABLE CHGS 9/2-10/1	\$29.12
		09/06/2019	19304	110111151	CABLE CHGS 9/2-10/1	\$58.21
		09/06/2019	19304	110111161	CABLE CHGS 9/2-10/1	\$19.07
		09/06/2019	19304	110141481	CABLE CHGS 9/2-10/1	\$19.07
		09/06/2019	19304	110212111	CABLE CHGS 9/2-10/1	\$364.95
		09/06/2019	19304	110222211	CABLE CHGS 9/2-10/1	\$76.26
		09/06/2019	19304	110323212	CABLE CHGS 9/2-10/1	\$77.28
		09/06/2019	19304	110404211	CABLE 9/2-10/1 40955	\$128.01
		09/06/2019	19304	110404311	CABLE CHGS 9/2-10/1	\$19.07
		09/06/2019	19304	110404521	CABLE 9/2-10/1 15759	\$28.96
		09/06/2019	19304	420515131	CABLE 9/2-10/1 20981	\$137.27
		09/06/2019	19304	420515131	CABLE 9/2-10/1 49861	\$88.91
		09/06/2019	19304	490515151	CABLE CHGS 9/2-10/1	\$19.07
<b>TIME WARNER CABLE</b>						<b>Total Check Amount: \$1,065.25</b>
181808	AN AND NOEL TRAN	09/06/2019	28937	280323217	HOMEBUYER ASST REFUND	\$566.00
<b>AN AND NOEL TRAN</b>						<b>Total Check Amount: \$566.00</b>
181809	TS GOVERNMENT SOLUTIONS, LLC	09/06/2019	28596	110404215	QTRLY PREV MNT:EQPT	\$1,295.00
<b>TS GOVERNMENT SOLUTIONS, LLC</b>						<b>Total Check Amount: \$1,295.00</b>
181810	TURNOUT MAINTENANCE COMPANY, LLC	09/06/2019	19898	110222221	TURNOUT REPAIR	\$70.00
<b>TURNOUT MAINTENANCE COMPANY, LLC</b>						<b>Total Check Amount: \$70.00</b>
181812	VERIZON WIRELESS	09/06/2019	21122	110111111	9836591219 7/23-8/22	\$53.80
		09/06/2019	21122	110111143	9836591219 7/23-8/22	\$137.62
		09/06/2019	21122	110111151	9836591219 7/23-8/22	\$107.60
		09/06/2019	21122	110111161	9836591219 7/23-8/22	\$53.80
		09/06/2019	21122	110141411	9836591219 7/23-8/22	\$30.02
		09/06/2019	21122	110141424	9836591219 7/23-8/22	\$53.80
		09/06/2019	21122	110141441	9836591219 7/23-8/22	\$53.80
		09/06/2019	21122	110141481	9836591219 7/23-8/22	\$53.95
		09/06/2019	21122	110212121	9836591219 7/23-8/22	\$3,562.20
		09/06/2019	21122	110222223	9836591219 7/23-8/22	\$1,279.87
		09/06/2019	21122	110323212	9836591219 7/23-8/22	\$53.80
		09/06/2019	21122	110323231	9836591219 7/23-8/22	\$53.80
		09/06/2019	21122	110323241	9836591219 7/23-8/22	\$53.80
		09/06/2019	21122	110323242	9836591219 7/23-8/22	\$53.80

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181812	VERIZON WIRELESS	09/06/2019	21122	110323243	9836591219 7/23-8/22	\$53.80
		09/06/2019	21122	110404311	9836591219 7/23-8/22	\$635.82
		09/06/2019	21122	110404525	9836591219 7/23-8/22	\$107.60
		09/06/2019	21122	110515171	9836591219 7/23-8/22	\$227.10
		09/06/2019	21122	174222222	9836591219 7/23-8/22	\$585.94
		09/06/2019	21122	410515124	9836591219 7/23-8/22	\$30.02
		09/06/2019	21122	420515131	9836591219 7/23-8/22	\$942.67
		09/06/2019	21122	430515123	9836591219 7/23-8/22	\$759.05
		09/06/2019	21122	460141474	9836591219 7/23-8/22	\$322.80
		09/06/2019	21122	475141471	9836591219 7/23-8/22	\$603.36
<b>VERIZON WIRELESS</b>					<b>Total Check Amount:</b>	<b>\$9,869.82</b>
<b>Check Subtotal</b>						<b>\$197,890.10</b>
V38843	ADLERHORST INT'L INC	09/06/2019	2223	110212131	MO. ONSITE TRNG:CHIEF	\$192.50
<b>ADLERHORST INT'L INC</b>					<b>Total Check Amount:</b>	<b>\$192.50</b>
V38844	ALBERT GROVER & ASSOCIATES	09/06/2019	23588	110000000	JUL19 SVCS:BREA 265	\$2,050.00
		09/06/2019	23588	110000000	JUL19 SVCS:BRMALL EXP	\$1,400.00
		09/06/2019	23588	110000000	JUL19 SVCS:HINES	\$3,200.00
		09/06/2019	23588	110515171	TFC ENG'G CONSULT JUL	\$8,147.55
		09/06/2019	23588	510515171	TFC ENG'G CONSULT JUL	\$1,217.45
		09/06/2019	23588	510707709	BIRCH ST TSSP JUL19	\$525.00
<b>ALBERT GROVER &amp; ASSOCIATES</b>					<b>Total Check Amount:</b>	<b>\$16,540.00</b>
V38845	ANAHEIM ICE MANAGEMENT	09/06/2019	15170	110404145	ICE SKATING CLASSES	\$220.00
<b>ANAHEIM ICE MANAGEMENT</b>					<b>Total Check Amount:</b>	<b>\$220.00</b>
V38846	ARC IMAGING RESOURCES	09/06/2019	23273	110404211	BCC PLOTTER SUPPLIES	\$1,330.72
<b>ARC IMAGING RESOURCES</b>					<b>Total Check Amount:</b>	<b>\$1,330.72</b>
V38847	AVCOGAS PROPANE SALES & SERVICES	09/06/2019	22047	480515161	PROPANE 330.3 GAL	\$630.00
<b>AVCOGAS PROPANE SALES &amp; SERVICES</b>					<b>Total Check Amount:</b>	<b>\$630.00</b>
V38848	B & S GRAPHICS INC.	09/06/2019	24357	110212131	DECALS	\$414.21
<b>B &amp; S GRAPHICS INC.</b>					<b>Total Check Amount:</b>	<b>\$414.21</b>
V38849	BPSEA MEMORIAL FOUNDATION	09/06/2019	14990	110	DED:4050 MEMORIAL	\$222.00
<b>BPSEA MEMORIAL FOUNDATION</b>					<b>Total Check Amount:</b>	<b>\$222.00</b>
V38850	BREA AUTO SERVICE	09/06/2019	12780	480515161	20023 A/C REPAIR	\$253.38
<b>BREA AUTO SERVICE</b>					<b>Total Check Amount:</b>	<b>\$253.38</b>
V38851	BREA CITY EMPLOYEES ASSOCIATION	09/06/2019	3236	110	DED:4005 BCEA MEMBR	\$560.00
<b>BREA CITY EMPLOYEES ASSOCIATION</b>					<b>Total Check Amount:</b>	<b>\$560.00</b>
V38852	BROWN MOTOR WORKS, INC	09/06/2019	19934	480515161	BMW MOTORCYCLE TIRES	\$1,435.45
<b>BROWN MOTOR WORKS, INC</b>					<b>Total Check Amount:</b>	<b>\$1,435.45</b>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38853	CANNINGS ACE HARDWARE	09/06/2019	15828	480515161	SHOP SUPPLIES	\$50.52
CANNINGS ACE HARDWARE					Total Check Amount:	\$50.52
V38854	HANNAH CASCIO	09/06/2019	28940	110212111	PUBLIC SAFETY DISP CRS	\$120.00
HANNAH CASCIO					Total Check Amount:	\$120.00
V38855	CIGNA BEHAVIORAL HEALTH, INC.	09/06/2019	26628	110141481	EAP SERVICES SEP 2019	\$1,120.91
CIGNA BEHAVIORAL HEALTH, INC.					Total Check Amount:	\$1,120.91
V38856	LETA COLE	09/06/2019	25632	110212111	CRIME SCENE INVESTGTN	\$80.00
LETA COLE					Total Check Amount:	\$80.00
V38857	JENNIFER DANG	09/06/2019	7879	110212111	CA CLETS USERS TRNG	\$577.00
JENNIFER DANG					Total Check Amount:	\$577.00
V38858	DANIELS TIRE SERVICE	09/06/2019	3133	480515161	FIRE TRUCK TIRES	\$1,799.19
		09/06/2019	3133	480515161	TRUCK TIRES	\$401.06
DANIELS TIRE SERVICE					Total Check Amount:	\$2,200.25
V38859	DOG DEALERS, INC	09/06/2019	3573	110404145	DOG OBEDIENCE TRNG	\$98.00
DOG DEALERS, INC					Total Check Amount:	\$98.00
V38860	EQUIPMENT DIRECT INC	09/06/2019	4522	490515151	SAFETY EQUIPMENT	\$155.86
EQUIPMENT DIRECT INC					Total Check Amount:	\$155.86
V38861	FUSCOE ENGINEERING, INC.	09/06/2019	18052	110000000	AVALON BREA WQMP JUL	\$540.00
		09/06/2019	18052	110000000	IN-N-OUT WQMP JUL19	\$659.00
FUSCOE ENGINEERING, INC.					Total Check Amount:	\$1,199.00
V38862	GALLS/QUARTERMASTER	09/06/2019	16493	110212111	CADET UNIFORM	\$227.94
GALLS/QUARTERMASTER					Total Check Amount:	\$227.94
V38863	GEORGE HILLS COMPANY	09/06/2019	27340	470141483	CLAIMS MGMT FEE AUG19	\$515.00
		09/06/2019	27340	470141483	MISC CHGS JULY 2019	\$57.50
GEORGE HILLS COMPANY					Total Check Amount:	\$572.50
V38864	DON GOLDEN	09/06/2019	10729	110000000	INSP SVCS 8/15-8/28	\$5,090.27
		09/06/2019	10729	110323242	INSP SVCS 8/15-8/28	\$80.29
DON GOLDEN					Total Check Amount:	\$5,170.56
V38865	GUARANTEED JANITORIAL SERVICES, INC	09/06/2019	28695	110515125	AUG19 JAN SVCS:DT	\$2,475.00
		09/06/2019	28695	490515151	AUG19 JAN SVCS:BCC	\$3,975.00
		09/06/2019	28695	490515151	AUG19 JAN SVCS:CCC	\$11,158.33
		09/06/2019	28695	490515151	AUG19 JAN SVCS:P.HALL	\$1,028.00
		09/06/2019	28695	490515151	AUG19 JAN SVCS:PLUNGE	\$153.75
		09/06/2019	28695	490515151	AUG19 JAN SVCS:SR CTR	\$2,355.00
		09/06/2019	28695	490515151	AUG19 JAN SVCS:YARD	\$1,115.00
		09/06/2019	28695	490515151	AUG19:DAY PORTERS	\$4,333.33
		09/06/2019	28695	490515151	AUG19:DAY PORTERS CCC	\$4,333.34
GUARANTEED JANITORIAL SERVICES, INC					Total Check Amount:	\$30,926.75
V38866	HAAKER EQUIPMENT CO.	09/06/2019	4297	480515161	VACTOR EXTENSION HOSE	\$410.63

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>HAAKER EQUIPMENT CO.</b>					<b>Total Check Amount:</b>	<b>\$410.63</b>
V38867	ADAM HAWLEY	09/06/2019	5028	110212111	POST COMMAND COLLEGE	\$194.00
<b>ADAM HAWLEY</b>					<b>Total Check Amount:</b>	<b>\$194.00</b>
V38868	JOSHUA HORN	09/06/2019	27741	110212111	FIREARMS INSTR COURSE	\$40.00
<b>JOSHUA HORN</b>					<b>Total Check Amount:</b>	<b>\$40.00</b>
V38869	JAMES LEE HOWE	09/06/2019	5953	110404145	JUNIOR GOLF JUL19	\$80.00
<b>JAMES LEE HOWE</b>					<b>Total Check Amount:</b>	<b>\$80.00</b>
V38870	IMPERIAL SPRINKLER SUPPLY	09/06/2019	24260	110515141	IRRIGATION PARTS	\$541.82
		09/06/2019	24260	110515141	MAXICOM PARTS/REPAIR	\$1,866.66
		09/06/2019	24260	110515144	IRRIGATION PARTS	\$123.49
		09/06/2019	24260	346515112	IRRIGATION PARTS	\$553.30
<b>IMPERIAL SPRINKLER SUPPLY</b>					<b>Total Check Amount:</b>	<b>\$3,085.27</b>
V38871	JAX AUTO	09/06/2019	20187	480515161	1131 SMOG INSPECTION	\$36.70
		09/06/2019	20187	480515161	1220 SMOG INSPECTION	\$36.70
<b>JAX AUTO</b>					<b>Total Check Amount:</b>	<b>\$73.40</b>
V38872	LINCOLN AQUATICS	09/06/2019	17902	110404422	BULK CHLORINE	\$412.30
		09/06/2019	17902	110404422	BULK MURIATIC ACID	\$523.55
		09/06/2019	17902	490515151	POOL PLASTER REPAIR	\$650.00
<b>LINCOLN AQUATICS</b>					<b>Total Check Amount:</b>	<b>\$1,585.85</b>
V38873	ELIZABETH LUSK	09/06/2019	16911	110212111	CA CLETS USERS TRNG	\$577.00
<b>ELIZABETH LUSK</b>					<b>Total Check Amount:</b>	<b>\$577.00</b>
V38874	MUNICIPAL WATER DISTRICT	09/06/2019	3784	420515131	WATER DELIVERY JUL19	\$14,223.32
<b>MUNICIPAL WATER DISTRICT</b>					<b>Total Check Amount:</b>	<b>\$14,223.32</b>
V38875	MYERS AND SONS	09/06/2019	21624	510707702	ROAD SIGN	\$69.82
		09/06/2019	21624	510707702	SCHOOL SIGN - LAUREL	\$242.48
		09/06/2019	21624	510707702	SCHOOL SIGNS	\$785.30
<b>MYERS AND SONS</b>					<b>Total Check Amount:</b>	<b>\$1,097.60</b>
V38876	NINYO & MOORE	09/06/2019	22134	510707922	GEOTECH/MATLS TESTNG	\$2,833.25
<b>NINYO &amp; MOORE</b>					<b>Total Check Amount:</b>	<b>\$2,833.25</b>
V38877	ONWARD ENGINEERING	09/06/2019	22106	110000000	INSP SVSC JUL 2019	\$14,527.00
		09/06/2019	22106	110515171	INSP SVCS JULY 2019	\$8,209.50
		09/06/2019	22106	510707467	INSP SVSC JUL 2019	\$322.00
		09/06/2019	22106	510707929	INSP SVCS DEC 2018	\$1,932.00
		09/06/2019	22106	510707929	INSP SVCS FEB 2019	\$1,012.00
		09/06/2019	22106	510707929	INSP SVCS JAN 2019	\$1,288.00
		09/06/2019	22106	510707929	INSP SVCS MAY 2019	\$552.00
		09/06/2019	22106	510707929	INSP SVSC JUL 2019	\$736.00
		09/06/2019	22106	510707929	INSP SVSC MAR 2019	\$2,116.00
<b>ONWARD ENGINEERING</b>					<b>Total Check Amount:</b>	<b>\$30,694.50</b>



## City Check Register for: Sep 6, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38878	ORANGE COUNTY UNITED WAY	09/06/2019	3451	110	DED:5005 UNITED WAY	\$11.93
<b>ORANGE COUNTY UNITED WAY</b>						<b>Total Check Amount: \$11.93</b>
V38879	PACIFIC COAST ENTERTAINMENT	09/06/2019	21588	110404542	LIGHTNG SYSTEM RELAYS	\$1,423.81
<b>PACIFIC COAST ENTERTAINMENT</b>						<b>Total Check Amount: \$1,423.81</b>
V38880	PARSONS TRANSPORTATION GROUP	09/06/2019	25626	510707251	57/LAMBERT PP29 FEB19	\$106,534.38
<b>PARSONS TRANSPORTATION GROUP</b>						<b>Total Check Amount: \$106,534.38</b>
V38881	NICOLE PESQUEIRA	09/06/2019	27557	110222231	FIRE MRSHL 1B/1D REGN	\$400.00
<b>NICOLE PESQUEIRA</b>						<b>Total Check Amount: \$400.00</b>
V38882	PETROLEUM MARKETING EQUIPMENT	09/06/2019	9282	480515161	FUEL HOSE BREAKAWAY	\$83.63
<b>PETROLEUM MARKETING EQUIPMENT</b>						<b>Total Check Amount: \$83.63</b>
V38883	RCS INVESTIGATIONS & CONSULTING LLC	09/06/2019	22534	110212111	BCKGRND INVESTIGATION	\$6,600.00
<b>RCS INVESTIGATIONS &amp; CONSULTING LLC</b>						<b>Total Check Amount: \$6,600.00</b>
V38884	PHILIP RODRIGUEZ	09/06/2019	6580	110212111	POST MANAGEMNT COURSE	\$740.48
<b>PHILIP RODRIGUEZ</b>						<b>Total Check Amount: \$740.48</b>
V38885	RUSSELL SIGLER INC.	09/06/2019	21638	490515151	HVAC FILTERS	\$50.17
<b>RUSSELL SIGLER INC.</b>						<b>Total Check Amount: \$50.17</b>
V38886	SC FUELS	09/06/2019	16654	480515161	CLR DIESEL 1200.5 GAL	\$3,747.37
<b>SC FUELS</b>						<b>Total Check Amount: \$3,747.37</b>
V38887	SITMATIC	09/06/2019	24416	110141481	SUPER BETA CHAIR	\$522.70
<b>SITMATIC</b>						<b>Total Check Amount: \$522.70</b>
V38888	SNAP-ON INDUSTRIAL	09/06/2019	17125	480515161	SOFTWARE UPDATE	\$638.93
<b>SNAP-ON INDUSTRIAL</b>						<b>Total Check Amount: \$638.93</b>
V38889	SPECTRUM GAS PRODUCTS, INC.	09/06/2019	16060	172222222	OXYGEN	\$62.50
<b>SPECTRUM GAS PRODUCTS, INC.</b>						<b>Total Check Amount: \$62.50</b>
V38890	SPICERS PAPER, INC.	09/06/2019	18883	110141441	PAPER	\$2,163.77
<b>SPICERS PAPER, INC.</b>						<b>Total Check Amount: \$2,163.77</b>
V38891	STAPLES TECHNOLOGY SOLUTIONS	09/06/2019	22888	110404311	TONERS	\$145.68
<b>STAPLES TECHNOLOGY SOLUTIONS</b>						<b>Total Check Amount: \$145.68</b>
V38892	SUPERCO SPECIALTY PRODUCTS	09/06/2019	16084	110515121	GRAFFITI REMOVER	\$2,573.77
<b>SUPERCO SPECIALTY PRODUCTS</b>						<b>Total Check Amount: \$2,573.77</b>
V38893	SUPERION, LLC	09/06/2019	26879	475141471	COGNOS MNT FY19/20	\$3,140.42
<b>SUPERION, LLC</b>						<b>Total Check Amount: \$3,140.42</b>
V38894	TANGRAM	09/06/2019	21566	110404211	KEYBOARD TRAY	\$294.55
<b>TANGRAM</b>						<b>Total Check Amount: \$294.55</b>
V38895	UNITED ROTARY BRUSH CORPORATION	09/06/2019	16649	480515161	SWEEPER BROOMS (2)	\$235.69
<b>UNITED ROTARY BRUSH CORPORATION</b>						<b>Total Check Amount: \$235.69</b>
V38896	WALTERS WHOLESALE ELECTRIC	09/06/2019	1667	110515125	DT GROUND LIGHTING	\$179.78
<b>WALTERS WHOLESALE ELECTRIC</b>						<b>Total Check Amount: \$179.78</b>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
V38897	ZUMAR INDUSTRIES, INC.	09/06/2019	3802	510707703	NEW STREET NAME SIGN	\$90.98
		09/06/2019	3802	510707703	NEW STREET NAME SIGNS	\$906.50
		09/06/2019	3802	510707703	STREET SIGN SHEETING	\$275.85
<b>ZUMAR INDUSTRIES, INC.</b>					<b>Total Check Amount:</b>	<b>\$1,273.33</b>
<b>Voucher Subtotal</b>						<b>\$250,015.26</b>
<b>TOTAL</b>						<b>\$447,905.36</b>

## City Check Register for: Sep 13, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181813	ARAMEXX CONSTRUCTION	09/13/2019	27985	510707922	AROVISTA SLOPE PP #1	\$155,590.73
ARAMEXX CONSTRUCTION					Total Check Amount:	\$155,590.73
181814	ARCTIC GLACIER USA, INC.	09/13/2019	26408	110404421	ICE FOR BREA FEST	\$396.53
ARCTIC GLACIER USA, INC.					Total Check Amount:	\$396.53
181815	BANK OF AMERICA	09/13/2019	5998	110000000	DEVELOPER FEE REFUND	\$209.98
BANK OF AMERICA					Total Check Amount:	\$209.98
181816	THE BANK OF NEW YORK MELLON	09/13/2019	16062	420141431	ADMIN:2014WTR REV BND	\$2,485.00
THE BANK OF NEW YORK MELLON					Total Check Amount:	\$2,485.00
181817	DAVID AND/OR KAREN BOLTON	09/13/2019	27614	110000000	DEVELOPER FEE REFUND	\$200.00
DAVID AND/OR KAREN BOLTON					Total Check Amount:	\$200.00
181818	BUSINESS CARD	09/13/2019	18749	110	BSCARD CS II 082319	\$231.03
		09/13/2019	18749	110	BSCARD HR 082319	(\$0.99)
		09/13/2019	18749	110111143	BSCARD HR 082319	\$37.24
		09/13/2019	18749	110141481	BSCARD HR 082319	\$42.14
		09/13/2019	18749	110212111	BSCARD PD 082319	\$192.49
		09/13/2019	18749	110212131	BSCARD PD 082319	\$96.32
		09/13/2019	18749	110222231	BSCARD FIRE 082319	\$20.00
		09/13/2019	18749	110404421	BSCARD CS II 082319	\$2,739.26
		09/13/2019	18749	110404422	BSCARD CS II 082319	\$112.80
		09/13/2019	18749	110404424	BSCARD CS II 082319	\$2,331.27
		09/13/2019	18749	110404425	BECARD CS 082319	\$116.89
		09/13/2019	18749	110404428	BECARD CS 082319	\$10,780.00
		09/13/2019	18749	420515131	BSCARD WATER 082319	\$170.02
		09/13/2019	18749	950000000	ILJAOC BSCARD MJ 0819	\$693.90
BUSINESS CARD					Total Check Amount:	\$17,562.37
181819	CALATLANTIC GROUP INC	09/13/2019	27560	110000000	DEVELOPER FEE REFUND	\$124.00
CALATLANTIC GROUP INC					Total Check Amount:	\$124.00
181820	GREG CASTRO	09/13/2019	21781	110000000	DEVELOPER FEE REFUND	\$47.00
GREG CASTRO					Total Check Amount:	\$47.00
181821	TIM AND/OR JOEL COULOMBE	09/13/2019	25692	110000000	DEVELOPER FEE REFUND	\$388.00
TIM AND/OR JOEL COULOMBE					Total Check Amount:	\$388.00
181822	COUNTY OF ORANGE	09/13/2019	4799	172212133	COMM CHGS BRO JUL-SEP	\$26,354.00
COUNTY OF ORANGE					Total Check Amount:	\$26,354.00
181823	COUNTY OF ORANGE	09/13/2019	4799	110212122	OCATS/ROUTER AUG19	\$1,104.51
COUNTY OF ORANGE					Total Check Amount:	\$1,104.51
181824	CREATE A PARTY RENTALS	09/13/2019	7113	110404421	BREA FEST CANOPIES	\$3,413.93
CREATE A PARTY RENTALS					Total Check Amount:	\$3,413.93
181825	JILIAN CUBACUB	09/13/2019	28908	110000000	DEVELOPER FEE REFUND	\$256.50
JILIAN CUBACUB					Total Check Amount:	\$256.50

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181826	SOUTHERN CALIFORNIA EDISON	09/13/2019	3343	110515121	ELECTRICITY	\$13,570.10
		09/13/2019	3343	110515125	ELECTRICITY	\$6,473.86
		09/13/2019	3343	110515141	ELECTRICITY	\$1,958.83
		09/13/2019	3343	110515143	ELECTRICITY	\$1,308.20
		09/13/2019	3343	110515144	ELECTRICITY	\$1,818.78
		09/13/2019	3343	341515112	ELECTRICITY	\$70.76
		09/13/2019	3343	343515112	ELECTRICITY	\$120.34
		09/13/2019	3343	345515112	ELECTRICITY	\$38.85
		09/13/2019	3343	346515112	ELECTRICITY	\$181.40
		09/13/2019	3343	360515145	ELECTRICITY	\$976.52
		09/13/2019	3343	420515131	ELECTRICITY	\$46,175.51
		09/13/2019	3343	430515123	ELECTRICITY	\$799.42
		09/13/2019	3343	490515151	ELECTRICITY	\$4,501.95
		09/13/2019	3343	880515113	ELECTRICITY	\$9.77
<b>SOUTHERN CALIFORNIA EDISON</b>					<b>Total Check Amount:</b>	<b>\$78,004.29</b>
181827	ENCHANTED CHARACTERS	09/13/2019	28626	110404421	BREA FEST CHARACTERS	\$1,575.00
<b>ENCHANTED CHARACTERS</b>					<b>Total Check Amount:</b>	<b>\$1,575.00</b>
181828	ERIC W. GRUVER PHD	09/13/2019	7856	110141481	PRE-EMPL EVAL 8/15/19	\$425.00
<b>ERIC W. GRUVER PHD</b>					<b>Total Check Amount:</b>	<b>\$425.00</b>
181829	EVANGELICAL CHRISTIAN CREDIT UNION	09/13/2019	19838	110000000	DEVELOPER FEE REFUND	\$351.00
<b>EVANGELICAL CHRISTIAN CREDIT UNION</b>					<b>Total Check Amount:</b>	<b>\$351.00</b>
181830	JEI GARLITOS	09/13/2019	28684	110000000	DEVELOPER FEE REFUND	\$65.45
<b>JEI GARLITOS</b>					<b>Total Check Amount:</b>	<b>\$65.45</b>
181831	GERRITY	09/13/2019	28905	110000000	DEVELOPER FEE REFUND	\$458.50
<b>GERRITY</b>					<b>Total Check Amount:</b>	<b>\$458.50</b>
181832	MATTHEW GRENERT	09/13/2019	27365	110000000	DEVELOPER FEE REFUND	\$65.24
<b>MATTHEW GRENERT</b>					<b>Total Check Amount:</b>	<b>\$65.24</b>
181833	HAND & NAIL HARMONY	09/13/2019	23902	110000000	DEVELOPER FEE REFUND	\$162.14
<b>HAND &amp; NAIL HARMONY</b>					<b>Total Check Amount:</b>	<b>\$162.14</b>
181834	JEFFREY HANNAN	09/13/2019	24580	110000000	DEVELOPER FEE REFUND	\$147.00
<b>JEFFREY HANNAN</b>					<b>Total Check Amount:</b>	<b>\$147.00</b>
181835	TONY HONG	09/13/2019	25592	110000000	DEVELOPER FEE REFUND	\$82.50
<b>TONY HONG</b>					<b>Total Check Amount:</b>	<b>\$82.50</b>
181836	IN TIME SERVICES INC.	09/13/2019	20876	950000000	ILJAOC ISE TEXT AUG19	\$2,582.72
		09/13/2019	20876	950000000	ILJAOC ISE TRNG 3/27	\$1,500.00
		09/13/2019	20876	950000000	ILJAOC ISE TRNG 8/14	\$1,500.00
<b>IN TIME SERVICES INC.</b>					<b>Total Check Amount:</b>	<b>\$5,582.72</b>
181837	IPERS BREA	09/13/2019	28637	110000000	DEVELOPER FEE REFUND	\$324.50

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
<b>IPERS BREA</b>						<b>Total Check Amount: \$324.50</b>
181838	DANIEL JUNG	09/13/2019	28903	110000000	DEVELOPER FEE REFUND	\$467.50
<b>DANIEL JUNG</b>						<b>Total Check Amount: \$467.50</b>
181839	DAVID AND/OR CAROL KNOBBE	09/13/2019	20191	110000000	DEVELOPER FEE REFUND	\$47.00
<b>DAVID AND/OR CAROL KNOBBE</b>						<b>Total Check Amount: \$47.00</b>
181840	CHARLES LAROSA	09/13/2019	28906	110000000	DEVELOPER FEE REFUND	\$230.74
<b>CHARLES LAROSA</b>						<b>Total Check Amount: \$230.74</b>
181841	PENG-YUAN LI	09/13/2019	25639	110000000	DEVELOPER FEE REFUND	\$202.63
<b>PENG-YUAN LI</b>						<b>Total Check Amount: \$202.63</b>
181842	TONY LIANG	09/13/2019	28303	110000000	DEVELOPER FEE REFUND	\$256.00
<b>TONY LIANG</b>						<b>Total Check Amount: \$256.00</b>
181843	CHRIS LIEN	09/13/2019	28901	110000000	DEVELOPER FEE REFUND	\$796.00
<b>CHRIS LIEN</b>						<b>Total Check Amount: \$796.00</b>
181844	CAM LOCKWOOD	09/13/2019	28386	110000000	DEVELOPER FEE REFUND	\$17.50
<b>CAM LOCKWOOD</b>						<b>Total Check Amount: \$17.50</b>
181845	LOVISA	09/13/2019	28914	110000000	DEVELOPER FEE REFUND	\$983.00
<b>LOVISA</b>						<b>Total Check Amount: \$983.00</b>
181846	LUXOTTICA/SUNGLASS HUT	09/13/2019	28904	110000000	DEVELOPER FEE REFUND	\$358.00
<b>LUXOTTICA/SUNGLASS HUT</b>						<b>Total Check Amount: \$358.00</b>
181847	ARIANE MANALO	09/13/2019	25769	110000000	DEVELOPER FEE REFUND	\$184.24
<b>ARIANE MANALO</b>						<b>Total Check Amount: \$184.24</b>
181848	JENNIFER MATTICKS	09/13/2019	24315	110000000	DEVELOPER FEE REFUND	\$22.50
<b>JENNIFER MATTICKS</b>						<b>Total Check Amount: \$22.50</b>
181849	MORTIMER PROPERTIES	09/13/2019	14305	110000000	DEVELOPER FEE REFUND	\$337.74
<b>MORTIMER PROPERTIES</b>						<b>Total Check Amount: \$337.74</b>
181850	MY COMMUNITY GUIDE	09/13/2019	23827	110404421	HALF PAGE AD:BREAFAST	\$250.00
<b>MY COMMUNITY GUIDE</b>						<b>Total Check Amount: \$250.00</b>
181851	NESTLE WATERS NORTH AMERICA	09/13/2019	19628	110000000	DEVELOPER FEE REFUND	\$368.00
<b>NESTLE WATERS NORTH AMERICA</b>						<b>Total Check Amount: \$368.00</b>
181852	BRADLEY AND/OR SUSAN NORCUTT	09/13/2019	24993	110000000	DEVELOPER FEE REFUND	\$77.30
<b>BRADLEY AND/OR SUSAN NORCUTT</b>						<b>Total Check Amount: \$77.30</b>
181853	ORANGE COUNTY FIRE AUTHORITY	09/13/2019	6566	110222223	19/20 AVL COOP AGRMNT	\$1,129.95
<b>ORANGE COUNTY FIRE AUTHORITY</b>						<b>Total Check Amount: \$1,129.95</b>
181854	ORANGE COUNTY SHERIFF'S DEPT	09/13/2019	6542	110212111	FIELD TRNG OFFCER UPD	\$65.00
<b>ORANGE COUNTY SHERIFF'S DEPT</b>						<b>Total Check Amount: \$65.00</b>
181855	ORANGE CTY CHIEFS' & SHERIFFS' ASSN	09/13/2019	1351	110212111	19/20 MEMBERSHIP DUES	\$250.00
<b>ORANGE CTY CHIEFS' &amp; SHERIFFS' ASSN</b>						<b>Total Check Amount: \$250.00</b>
181856	MICHAEL PETRI	09/13/2019	27856	110323242	CASP TESTING 5/16/19	\$800.00
<b>MICHAEL PETRI</b>						<b>Total Check Amount: \$800.00</b>

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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181857	PLUMBING WHOLESALE OUTLET, INC.	09/13/2019	18392	110515141	DRAINCLEANER/PVC GLUE	\$85.94
		09/13/2019	18392	360515145	ACTUATOR CRTRDGE ASSY	\$130.64
		09/13/2019	18392	490515151	FAUCET STEAMS	\$54.20
		09/13/2019	18392	490515151	SUPPLY LINES	\$82.14
<b>PLUMBING WHOLESALE OUTLET, INC. Total Check Amount:</b>						<b>\$352.92</b>
181858	RIVERSIDE COUNTY SHERIFF'S DEPT	09/13/2019	10660	110212111	FTO UPDATE	\$290.00
<b>RIVERSIDE COUNTY SHERIFF'S DEPT Total Check Amount:</b>						<b>\$290.00</b>
181859	JASON ROHR	09/13/2019	28902	110000000	DEVELOPER FEE REFUND	\$279.50
<b>JASON ROHR Total Check Amount:</b>						<b>\$279.50</b>
181860	ROYAL PAPER CORPORATION	09/13/2019	26215	110141441	KITCHEN SUPPLIES	\$117.45
		09/13/2019	26215	110141441	PLATES (4 CASES)	\$505.35
<b>ROYAL PAPER CORPORATION Total Check Amount:</b>						<b>\$622.80</b>
181861	RVM CONSTRUCTION INC.	09/13/2019	28026	830	PERMIT FEE REFUND	\$1,536.00
<b>RVM CONSTRUCTION INC. Total Check Amount:</b>						<b>\$1,536.00</b>
181862	SAN GABRIEL BASIN WATER	09/13/2019	25882	420515131	19/20 PUMPING RIGHTS	\$9,016.32
<b>SAN GABRIEL BASIN WATER Total Check Amount:</b>						<b>\$9,016.32</b>
181863	JOHN AND/OR MARIA SAVELA	09/13/2019	28907	110000000	DEVELOPER FEE REFUND	\$144.62
<b>JOHN AND/OR MARIA SAVELA Total Check Amount:</b>						<b>\$144.62</b>
181864	RONALD SCHOUTEN	09/13/2019	21744	110000000	DEVELOPER FEE REFUND	\$91.00
<b>RONALD SCHOUTEN Total Check Amount:</b>						<b>\$91.00</b>
181865	SIMON PROPERTY GROUP	09/13/2019	23062	110000000	DEVELOPER FEE REFUND	\$2,600.90
<b>SIMON PROPERTY GROUP Total Check Amount:</b>						<b>\$2,600.90</b>
181866	SOLAR CITY	09/13/2019	24796	110000000	DEVELOPER FEE REFUND	\$256.00
<b>SOLAR CITY Total Check Amount:</b>						<b>\$256.00</b>
181867	INCHAN SONG	09/13/2019	18986	110000000	DEVELOPER FEE REFUND	\$32.72
<b>INCHAN SONG Total Check Amount:</b>						<b>\$32.72</b>
181868	JESSE AND/OR MARY ANN SOTO	09/13/2019	23026	110000000	DEVELOPER FEE REFUND	\$177.51
<b>JESSE AND/OR MARY ANN SOTO Total Check Amount:</b>						<b>\$177.51</b>
181869	HUE TA	09/13/2019	25658	110000000	DEVELOPER FEE REFUND	\$156.24
<b>HUE TA Total Check Amount:</b>						<b>\$156.24</b>
181870	T-MOBILE	09/13/2019	14101	110000000	DEVELOPER FEE REFUND	\$47.00
<b>T-MOBILE Total Check Amount:</b>						<b>\$47.00</b>
181871	MARCELO AND/OR LILIANA TOLMASKY	09/13/2019	25024	110000000	DEVELOPER FEE REFUND	\$21.50
<b>MARCELO AND/OR LILIANA TOLMASKY Total Check Amount:</b>						<b>\$21.50</b>
181872	MELANIE TRUONG	09/13/2019	28310	110000000	DEVELOPER FEE REFUND	\$154.00
<b>MELANIE TRUONG Total Check Amount:</b>						<b>\$154.00</b>
181873	UNITED RENTALS NORTHWEST, INC.	09/13/2019	7051	110404421	BREA FEST GENERATOR	\$1,116.09
		09/13/2019	7051	110404421	LIGHT TOWERS:BREAFAST	\$1,064.30
<b>UNITED RENTALS NORTHWEST, INC. Total Check Amount:</b>						<b>\$2,180.39</b>



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Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
181874	URBAN RESOURCE CORPORATION	09/13/2019	26043	510707873	TRACKS S6 SPECS 16/17	\$15,785.00
URBAN RESOURCE CORPORATION					Total Check Amount:	\$15,785.00
181875	VERIS MANUFACTURING	09/13/2019	26356	110000000	DEVELOPER FEE REFUND	\$141.76
VERIS MANUFACTURING					Total Check Amount:	\$141.76
181876	ANDREW VEST	09/13/2019	20914	110000000	DEVELOPER FEE REFUND	\$297.00
ANDREW VEST					Total Check Amount:	\$297.00
181877	SUHAIL VHOTA	09/13/2019	28899	110000000	DEVELOPER FEE REFUND	\$264.50
SUHAIL VHOTA					Total Check Amount:	\$264.50
181878	VIVINT SOLAR	09/13/2019	24910	110000000	DEVELOPER FEE REFUND	\$285.50
VIVINT SOLAR					Total Check Amount:	\$285.50
181879	CLARK WARREN	09/13/2019	28900	110000000	DEVELOPER FEE REFUND	\$296.00
CLARK WARREN					Total Check Amount:	\$296.00
181880	WESTERN NATIONAL GROUP	09/13/2019	22372	110000000	DEVELOPER FEE REFUND	\$216.50
WESTERN NATIONAL GROUP					Total Check Amount:	\$216.50
181881	WESTERN REALCO	09/13/2019	27284	110000000	DEVELOPER FEE REFUND	\$21.69
WESTERN REALCO					Total Check Amount:	\$21.69
181882	MARK AND/OR DANIELLE WHITE	09/13/2019	24299	110000000	DEVELOPER FEE REFUND	\$149.01
MARK AND/OR DANIELLE WHITE					Total Check Amount:	\$149.01
181883	THOMAS WHITFIELD	09/13/2019	28809	110000000	DEVELOPER FEE REFUND	\$288.03
THOMAS WHITFIELD					Total Check Amount:	\$288.03
181884	XEROX CORPORATION	09/13/2019	3349	110141441	BLACK CPR/PRINTER JUL	\$493.54
		09/13/2019	3349	110141441	HI PERF COLOR CPR JUL	\$220.27
		09/13/2019	3349	110141441	HISPEED PNTR/CPR JULY	\$717.42
		09/13/2019	3349	110141441	PROD CLRCPR/PRNTR JUL	\$1,825.95
		09/13/2019	3349	110141441	SOFTWARE MNT JUL19	\$116.00
		09/13/2019	3349	110141441	UDIRECTS MNT JUL19	\$113.40
XEROX CORPORATION					Total Check Amount:	\$3,486.58
Check Subtotal						\$341,409.98
V38898	ALL TRAFFIC SOLUTIONS	09/13/2019	27984	110212132	19/20 TFC SUITE RENWL	\$3,000.00
ALL TRAFFIC SOLUTIONS					Total Check Amount:	\$3,000.00
V38899	JUDY ALLEN	09/13/2019	20447	110404215	CLASS INSTR BCC AUG19	\$325.00
JUDY ALLEN					Total Check Amount:	\$325.00
V38900	CORRINE BARRIOS GAMINO	09/13/2019	28084	110404215	YOGA:BCC AUGUST 2019	\$210.00
CORRINE BARRIOS GAMINO					Total Check Amount:	\$210.00
V38901	RANDY BICE	09/13/2019	26981	110000000	DEVELOPER FEE REFUND	\$266.00
RANDY BICE					Total Check Amount:	\$266.00
V38902	CHRISTINE BOATNER	09/13/2019	18460	110404215	BECKMAN ADMIN AUG19	\$459.00
		09/13/2019	18460	110404215	BECKMAN FITNESS AUG19	\$78.00

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V38902	CHRISTINE BOATNER	09/13/2019	18460	110404215	CLASS INSTR BCC AUG19	\$290.00
CHRISTINE BOATNER					Total Check Amount:	\$827.00
V38903	BOYS & GIRLS CLUBS	09/13/2019	26980	110000000	DEVELOPER FEE REFUND	\$1,094.00
BOYS & GIRLS CLUBS					Total Check Amount:	\$1,094.00
V38904	BREA DISPOSAL, INC	09/13/2019	3330	440515122	REFUSE COLLECTN AUG19	\$159,605.65
BREA DISPOSAL, INC					Total Check Amount:	\$159,605.65
V38905	BREA HISTORICAL SOCIETY	09/13/2019	7531	110000000	DEVELOPER FEE REFUND	\$138.74
BREA HISTORICAL SOCIETY					Total Check Amount:	\$138.74
V38906	BREA/ORANGE COUNTY PLUMBING	09/13/2019	3781	490515151	REPL 2" CHECK VALVE	\$2,400.00
BREA/ORANGE COUNTY PLUMBING					Total Check Amount:	\$2,400.00
V38907	CALIFORNIA DOMESTIC WATER CO	09/13/2019	3388	420515131	WTR CONSUMPTION AUG19	\$521,547.24
CALIFORNIA DOMESTIC WATER CO					Total Check Amount:	\$521,547.24
V38908	CANON SOLUTIONS AMERICA, INC	09/13/2019	15260	110141441	COPIER USAGE JUL/AUG	\$71.39
CANON SOLUTIONS AMERICA, INC					Total Check Amount:	\$71.39
V38909	ARLINDA CANTU	09/13/2019	26312	110404215	BECKMAN FITNESS AUG19	\$125.00
		09/13/2019	26312	110404215	PSNL TRAINR BCC AUG19	\$1,236.24
		09/13/2019	26312	110404215	SILVER SNKRS BCC AUG	\$125.00
ARLINDA CANTU					Total Check Amount:	\$1,486.24
V38910	SARAH CARBAJAL	09/13/2019	28362	110404215	YOGA:BECKMAN AUG19	\$100.00
SARAH CARBAJAL					Total Check Amount:	\$100.00
V38911	COMLOCK SECURITY-GROUP	09/13/2019	13625	110515141	DEADBOLT	\$25.86
		09/13/2019	13625	110515141	DEADBOLT/KEYS/LOCKS	\$139.30
COMLOCK SECURITY-GROUP					Total Check Amount:	\$165.16
V38912	COMPUTER PROTECTION TECHNOLOGY	09/13/2019	17263	110515125	SVC:CITY-OWNED UPS	\$1,850.40
		09/13/2019	17263	490515151	SVC:CITY-OWNED UPS	\$1,233.60
COMPUTER PROTECTION TECHNOLOGY					Total Check Amount:	\$3,084.00
V38913	JOEL DACANAY	09/13/2019	28068	110404215	MASSAGE THERAPIST AUG	\$90.00
JOEL DACANAY					Total Check Amount:	\$90.00
V38914	DENNIS GRUBB & ASSOCIATES, LLC.	09/13/2019	25568	110000000	PLAN CHECK FEES AUG19	\$797.50
DENNIS GRUBB & ASSOCIATES, LLC.					Total Check Amount:	\$797.50
V38915	MICHAEL DURALDE	09/13/2019	25228	110404215	BREA MOVEMENT AUG19	\$1,037.40
		09/13/2019	25228	110404215	FIT U BEGINNERS AUG19	\$290.40
		09/13/2019	25228	110404215	PSNL TRAINR BCC AUG19	\$267.90
MICHAEL DURALDE					Total Check Amount:	\$1,595.70
V38916	MYRA DUVALL	09/13/2019	18083	110404215	YOGA:BCC AUG 2019	\$225.00
MYRA DUVALL					Total Check Amount:	\$225.00
V38917	GLENN EASTMAN	09/13/2019	17537	110212111	FIELD TRNG OFFCER UPD	\$24.00
GLENN EASTMAN					Total Check Amount:	\$24.00
V38918	EQUIPMENT DIRECT INC	09/13/2019	4522	110515141	SAFETY GEAR	\$139.67

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V38918	EQUIPMENT DIRECT INC	09/13/2019	4522	110515144	SAFETY GEAR	\$139.67
		09/13/2019	4522	110515144	SAFETY GEAR/GAS CAN	\$196.47
		09/13/2019	4522	360515145	SAFETY GEAR/GAS CAN	\$145.95
<b>EQUIPMENT DIRECT INC</b>					<b>Total Check Amount:</b>	<b>\$621.76</b>
V38919	GAIL EVERTSEN	09/13/2019	10141	110212111	AUGUST 2019 MILEAGE	\$24.36
<b>GAIL EVERTSEN</b>					<b>Total Check Amount:</b>	<b>\$24.36</b>
V38920	EWING IRRIGATION PRODUCTS, INC.	09/13/2019	5807	110515141	SAWBLADE/IRRIG PARTS	\$213.27
		09/13/2019	5807	110515144	BALL FIELD CLAY	\$185.99
<b>EWING IRRIGATION PRODUCTS, INC.</b>					<b>Total Check Amount:</b>	<b>\$399.26</b>
V38921	EXTERMINETICS OF SO CALIF INC	09/13/2019	3298	110515125	PEST CONTROL JUL 2019	\$384.00
		09/13/2019	3298	110515141	PEST CONTROL JUL 2019	\$180.00
		09/13/2019	3298	420515131	PEST CONTROL JUL 2019	\$100.00
		09/13/2019	3298	490515151	PEST CONTROL JUL 2019	\$1,270.00
<b>EXTERMINETICS OF SO CALIF INC</b>					<b>Total Check Amount:</b>	<b>\$1,934.00</b>
V38922	FILARSKY & WATT LLP	09/13/2019	2043	110141481	PROF SVCS JUL-AUG19	\$465.00
<b>FILARSKY &amp; WATT LLP</b>					<b>Total Check Amount:</b>	<b>\$465.00</b>
V38923	FIREFIGHTERS SAFETY CENTER	09/13/2019	18485	110222221	FIREFIGHTERS CLOTHING	\$2,214.67
<b>FIREFIGHTERS SAFETY CENTER</b>					<b>Total Check Amount:</b>	<b>\$2,214.67</b>
V38924	FUN WITH HORSES	09/13/2019	15171	110404145	HORSE FUN-SUMMER	\$255.00
<b>FUN WITH HORSES</b>					<b>Total Check Amount:</b>	<b>\$255.00</b>
V38925	MELISSA GIFFORD	09/13/2019	10645	110404215	CLASS INSTR BCC AUG19	\$225.00
<b>MELISSA GIFFORD</b>					<b>Total Check Amount:</b>	<b>\$225.00</b>
V38926	GLASBY MAINTENANCE SUPPLY CO	09/13/2019	6802	490515151	JANITORIAL SUPPLS BCC	\$115.70
		09/13/2019	6802	490515151	JANITORL SUPPLS YARD	\$106.24
<b>GLASBY MAINTENANCE SUPPLY CO</b>					<b>Total Check Amount:</b>	<b>\$221.94</b>
V38927	MARITZA GONZALEZ	09/13/2019	28459	110404215	ZUMBA INSTRUCTOR	\$175.00
<b>MARITZA GONZALEZ</b>					<b>Total Check Amount:</b>	<b>\$175.00</b>
V38928	GRAINGER	09/13/2019	13634	110515141	RR DOOR PARTS/TOOLS	\$87.51
<b>GRAINGER</b>					<b>Total Check Amount:</b>	<b>\$87.51</b>
V38929	GUARANTEED JANITORIAL SERVICES, INC	09/13/2019	28695	490515151	BREA FEST PORTERS	\$760.00
<b>GUARANTEED JANITORIAL SERVICES, INC</b>					<b>Total Check Amount:</b>	<b>\$760.00</b>
V38930	HCI SYSTEMS INC	09/13/2019	25112	490515151	FIRE ALARM PANEL RPR	\$585.00
<b>HCI SYSTEMS INC</b>					<b>Total Check Amount:</b>	<b>\$585.00</b>
V38931	LUIS FERNANDO HERNANDEZ	09/13/2019	28069	110404215	MASSAGE THERAPIST AUG	\$25.00
<b>LUIS FERNANDO HERNANDEZ</b>					<b>Total Check Amount:</b>	<b>\$25.00</b>
V38932	MONA HERNANDEZ	09/13/2019	23114	110404215	MASSAGE THERAPIST AUG	\$626.20
<b>MONA HERNANDEZ</b>					<b>Total Check Amount:</b>	<b>\$626.20</b>
V38933	HI SIGN	09/13/2019	4693	110222211	INST NEW HALLWAY SIGN	\$226.28

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V38933	HI SIGN	09/13/2019	4693	490515151	DISPATCH SIGNS	\$226.28
<b>HI SIGN</b>						<b>Total Check Amount: \$452.56</b>
V38934	JOSHUA HORN	09/13/2019	27741	110212111	TFC COLLISN INVESTGTN	\$40.00
<b>JOSHUA HORN</b>						<b>Total Check Amount: \$40.00</b>
V38935	INTOXIMETERS INC	09/13/2019	6698	110212131	SOFTWARE SCREENER RPR	\$117.25
<b>INTOXIMETERS INC</b>						<b>Total Check Amount: \$117.25</b>
V38936	PAMELA JOHNSTON	09/13/2019	28025	110404215	ZUMBA:BCC AUGUST 2019	\$325.00
<b>PAMELA JOHNSTON</b>						<b>Total Check Amount: \$325.00</b>
V38937	KEYSER MARSTON ASSOCIATES, INC.	09/13/2019	25482	110000000	MERCURY FSCLSTUDY JUL	\$14,157.50
<b>KEYSER MARSTON ASSOCIATES, INC.</b>						<b>Total Check Amount: \$14,157.50</b>
V38938	KAREN KIESS	09/13/2019	21414	110404215	CYCLE/B-PUMP:BCC AUG	\$200.00
<b>KAREN KIESS</b>						<b>Total Check Amount: \$200.00</b>
V38939	MARSHALL KING	09/13/2019	20807	110404215	PSNL TRAINR BCC AUG19	\$267.30
<b>MARSHALL KING</b>						<b>Total Check Amount: \$267.30</b>
V38940	DOLLY LAI	09/13/2019	18084	110404215	YOGA:BCC AUGUST 2019	\$120.00
<b>DOLLY LAI</b>						<b>Total Check Amount: \$120.00</b>
V38941	RENEE F. LAVACOT	09/13/2019	6754	110404215	ZUMBA:BCC AUG 2019	\$325.00
<b>RENEE F. LAVACOT</b>						<b>Total Check Amount: \$325.00</b>
V38942	BERRY LIANG	09/13/2019	25640	110404215	BECKMAN ADMIN AUG19	\$476.00
		09/13/2019	25640	110404215	BECKMAN FITNESS AUG19	\$159.00
		09/13/2019	25640	110404215	CYCLE/C-KICK BCC AUG	\$184.00
		09/13/2019	25640	110404215	PSNL TRAINR BCC AUG19	\$1,008.86
<b>BERRY LIANG</b>						<b>Total Check Amount: \$1,827.86</b>
V38943	TANYA LOSCUTOFF	09/13/2019	22092	110404215	CYCLE/SCLPT BCC AUG19	\$208.00
		09/13/2019	22092	110404215	POWER TRNG CLUB AUG19	\$289.20
		09/13/2019	22092	110404215	PSNL TRAINR BCC AUG19	\$1,302.87
<b>TANYA LOSCUTOFF</b>						<b>Total Check Amount: \$1,800.07</b>
V38944	KRIS MARUMOTO	09/13/2019	17803	110404215	YOGA:BCC AUGUST 2019	\$275.00
		09/13/2019	17803	110404215	YOGA:BECKMAN AUG19	\$75.00
<b>KRIS MARUMOTO</b>						<b>Total Check Amount: \$350.00</b>
V38945	ANDREA MCGRANAHAN	09/13/2019	26046	110404215	BECKMAN FITNESS AUG19	\$286.00
		09/13/2019	26046	110404215	CLASS INSTR BCC AUG19	\$999.00
		09/13/2019	26046	110404215	PSNL TRAINR BCC AUG19	\$183.60
<b>ANDREA MCGRANAHAN</b>						<b>Total Check Amount: \$1,468.60</b>
V38946	NOAH MCGRANAHAN	09/13/2019	27906	110404215	BECKMAN FITNESS AUG19	\$96.00
<b>NOAH MCGRANAHAN</b>						<b>Total Check Amount: \$96.00</b>
V38947	MINER, LTD	09/13/2019	27173	490515151	BCC GLASS DOOR REPAIR	\$293.22
<b>MINER, LTD</b>						<b>Total Check Amount: \$293.22</b>

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V38948	JENNIFER MONZON-SCROFINI	09/13/2019	20158	110404215	YOGA:BCC AUGUST 2019	\$26.00
JENNIFER MONZON-SCROFINI					Total Check Amount:	\$26.00
V38949	NATASHA MOORE	09/13/2019	10711	110404215	BODY PUMP:BCC AUG19	\$150.00
NATASHA MOORE					Total Check Amount:	\$150.00
V38950	PACIFIC TELEMAGEMENT SERVICES	09/13/2019	19696	475141471	7147920398 SEPT 2019	\$75.00
PACIFIC TELEMAGEMENT SERVICES					Total Check Amount:	\$75.00
V38951	PARACLETE FIRE AND SAFETY, INC.	09/13/2019	17760	490515151	FIRE EXT SVC FS1 8/12	\$2,413.59
PARACLETE FIRE AND SAFETY, INC.					Total Check Amount:	\$2,413.59
V38952	PIERRE PASA	09/13/2019	11096	110404215	CARDIO KICK BCC AUG19	\$248.00
PIERRE PASA					Total Check Amount:	\$248.00
V38953	HERMAN PERDOMO JR,	09/13/2019	20265	110404215	BODY PUMP:BCC AUG19	\$50.00
HERMAN PERDOMO JR,					Total Check Amount:	\$50.00
V38954	IRACEMA PERDOMO	09/13/2019	14135	110404215	CYCLE/B-PUMP:BCC AUG	\$325.00
IRACEMA PERDOMO					Total Check Amount:	\$325.00
V38955	BRIANA PERLSON	09/13/2019	28024	110404215	YOGA:BCC AUGUST 2019	\$23.00
BRIANA PERLSON					Total Check Amount:	\$23.00
V38956	PLACEWORKS, INC.	09/13/2019	26720	110000000	PROF SVCS JULY 2019	\$39,466.95
		09/13/2019	26720	110000000	SVCS:BM CEQA JUL19	\$15,411.00
		09/13/2019	26720	110323231	PROF SVCS JULY 2019	\$5,373.91
PLACEWORKS, INC.					Total Check Amount:	\$60,251.86
V38957	QUALITY PLACEMENT AUTHORITY, LLC	09/13/2019	27027	110404521	TEMP STAFF 8/19-8/25	\$768.06
QUALITY PLACEMENT AUTHORITY, LLC					Total Check Amount:	\$768.06
V38958	KAYLA RABJOHNS	09/13/2019	28472	110404215	CLASS INSTR BCC AUG19	\$115.00
KAYLA RABJOHNS					Total Check Amount:	\$115.00
V38959	RICHARDS, WATSON & GERSHON	09/13/2019	8978	110000000	0116 REIMB WORK JUN19	\$17,416.00
		09/13/2019	8978	110111112	0116 REIMB WORK JUN19	\$1,862.00
RICHARDS, WATSON & GERSHON					Total Check Amount:	\$19,278.00
V38960	NATALIA ANN ROSENFELD	09/13/2019	28279	110404215	POUND:BCC AUG 2019	\$115.00
NATALIA ANN ROSENFELD					Total Check Amount:	\$115.00
V38961	RPW SERVICES, INC.	09/13/2019	3791	360515147	SPRAY FOR FLEAS/TICKS	\$180.00
RPW SERVICES, INC.					Total Check Amount:	\$180.00
V38962	RUSSELL SIGLER INC.	09/13/2019	21638	490515151	FS3 HVAC PARTS	\$139.81
		09/13/2019	21638	490515151	HVAC BELTS	\$22.99
		09/13/2019	21638	490515151	HVAC FILTERS	\$163.57
RUSSELL SIGLER INC.					Total Check Amount:	\$326.37
V38963	SAFETY DRIVERS ED	09/13/2019	19906	110404145	ONLINE DRIVERS ED	\$93.60
SAFETY DRIVERS ED					Total Check Amount:	\$93.60
V38964	SAGECREST PLANNING & ENVIRONMENTAL	09/13/2019	27578	110000000	SR PLANNER JULY 2019	\$3,255.00
SAGECREST PLANNING & ENVIRONMENTAL					Total Check Amount:	\$3,255.00

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V38965	JOSHUA SAZDANOFF	09/13/2019	21272	110404215	PSNL TRAINR BCC AUG19	\$27.50
<b>JOSHUA SAZDANOFF</b>						<b>Total Check Amount: \$27.50</b>
V38966	LAURENE SCHULZE	09/13/2019	18034	110404215	YOGA:BCC AUGUST 2019	\$23.00
<b>LAURENE SCHULZE</b>						<b>Total Check Amount: \$23.00</b>
V38967	SHAMBHALA MARTIAL ARTS INC	09/13/2019	28430	110404145	TAE KWON DO FOR KIDS	\$25.00
<b>SHAMBHALA MARTIAL ARTS INC</b>						<b>Total Check Amount: \$25.00</b>
V38968	SHRED-IT USA	09/13/2019	7438	110111161	DOC SHRED JUL/AUG19	\$8.00
		09/13/2019	7438	110212111	DOC SHRED JUN/JUL19	(\$144.00)
		09/13/2019	7438	110212122	DOC SHRED JUL/AUG19	\$144.00
		09/13/2019	7438	110212122	DOC SHRED JUN/JUL19	\$144.00
		09/13/2019	7438	470141483	DOC SHRED JUL/AUG19	\$8.00
<b>SHRED-IT USA</b>						<b>Total Check Amount: \$160.00</b>
V38969	SIGNARAMA	09/13/2019	12440	110141481	EE AWARDS-"BREA WAY"	\$659.71
<b>SIGNARAMA</b>						<b>Total Check Amount: \$659.71</b>
V38970	ISMAEL O SILVA	09/13/2019	24370	110404215	ZUMBA:BCC AUGUST 2019	\$210.00
<b>ISMAEL O SILVA</b>						<b>Total Check Amount: \$210.00</b>
V38971	SITEONE LANDSCAPE SUPPLY, LLC	09/13/2019	25942	110515141	IRRIGATION PARTS	\$53.64
		09/13/2019	25942	110515143	IRRIGATION PARTS	\$199.11
		09/13/2019	25942	343515112	IRRIG PARTS/BATTERIES	\$172.65
		09/13/2019	25942	361515148	IRRIGATION PARTS	\$70.90
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>						<b>Total Check Amount: \$496.30</b>
V38972	SMART & FINAL	09/13/2019	3269	110404429	ASP CAFE SUPPLIES	\$365.15
<b>SMART &amp; FINAL</b>						<b>Total Check Amount: \$365.15</b>
V38973	EMI TANAKA	09/13/2019	28116	110404215	PILATES:BECKMAN AUG19	\$100.00
<b>EMI TANAKA</b>						<b>Total Check Amount: \$100.00</b>
V38974	TANGRAM	09/13/2019	21566	110404422	KEYBOARD TRAY	\$294.55
<b>TANGRAM</b>						<b>Total Check Amount: \$294.55</b>
V38975	TARGET SPECIALITY PRODUCTS	09/13/2019	19444	360515145	FERTILIZER	\$299.97
<b>TARGET SPECIALITY PRODUCTS</b>						<b>Total Check Amount: \$299.97</b>
V38976	THOMSON REUTERS - WEST	09/13/2019	22020	110111112	431851 CHGS 7/5-8/4	\$697.15
<b>THOMSON REUTERS - WEST</b>						<b>Total Check Amount: \$697.15</b>
V38977	TOMARK SPORTS	09/13/2019	6098	110404426	TENNIS COURT NETS	\$298.88
<b>TOMARK SPORTS</b>						<b>Total Check Amount: \$298.88</b>
V38978	TROPICAL PLAZA NURSERY, INC	09/13/2019	2062	110515143	CITY LANDSCAPES AUG19	\$12,732.76
		09/13/2019	2062	110515148	TRACKS LNDSCAPE AUG19	\$5,419.22
		09/13/2019	2062	341515112	IRRIGATION REPAIRS	\$142.23
		09/13/2019	2062	341515112	MD#1 LANDSCAPE AUG19	\$1,190.24
		09/13/2019	2062	343515112	IRRIGATION REPAIRS	\$85.50
		09/13/2019	2062	343515112	MD#3 LANDSCAPE AUG19	\$2,019.51



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V38978	TROPICAL PLAZA NURSERY, INC	09/13/2019	2062	345515112	MD#5 LANDSCAPE AUG18	\$2,424.84
		09/13/2019	2062	346515112	IRRIGATION REPAIRS	\$370.00
		09/13/2019	2062	346515112	MD#6 LANDSCAPE AUG19	\$5,340.55
		09/13/2019	2062	347515112	MD#7 LANDSCAPE AUG19	\$1,068.48
		09/13/2019	2062	360515146	WEED ABATEMENT	\$1,210.00
		09/13/2019	2062	361515148	CITY MEDIANS AUG19	\$203.91
		09/13/2019	2062	420515131	CITY RESERVOIRS AUG19	\$1,380.43
		09/13/2019	2062	880515113	GATEWAY CTR MNT AUG19	\$1,228.75
<b>TROPICAL PLAZA NURSERY, INC</b>					<b>Total Check Amount:</b>	<b>\$34,816.42</b>
V38979	LETICIA TRUJILLO	09/13/2019	22054	110404215	SILVER SNKRS BCC AUG	\$48.00
		09/13/2019	22054	110404521	ZUMBA GOLD SR CTR AUG	\$300.00
<b>LETICIA TRUJILLO</b>					<b>Total Check Amount:</b>	<b>\$348.00</b>
V38980	EDEN TURNER	09/13/2019	21951	110404215	BODY PUMP:BCC AUG19	\$125.00
<b>EDEN TURNER</b>					<b>Total Check Amount:</b>	<b>\$125.00</b>
V38981	JUANA VENTURA	09/13/2019	17752	110404215	CYCLE:BCC AUG19	\$150.00
		09/13/2019	17752	110404215	CYCLE:BECKMAN AUG19	\$156.00
<b>JUANA VENTURA</b>					<b>Total Check Amount:</b>	<b>\$306.00</b>
V38982	WALTERS WHOLESALE ELECTRIC	09/13/2019	1667	110515125	SCRWDRVER:GRND LGHTNG	\$33.39
<b>WALTERS WHOLESALE ELECTRIC</b>					<b>Total Check Amount:</b>	<b>\$33.39</b>
V38983	LINDA WATSON	09/13/2019	11871	110404215	YOGA:BCC AUGUST 2019	\$270.00
<b>LINDA WATSON</b>					<b>Total Check Amount:</b>	<b>\$270.00</b>
V38984	KAREN WELCH	09/13/2019	27434	110404215	PILATES/BARRE:BCC AUG	\$90.00
<b>KAREN WELCH</b>					<b>Total Check Amount:</b>	<b>\$90.00</b>
V38985	WEST-LITE SUPPLY CO., INC.	09/13/2019	5192	490515151	LIGHTING	\$153.09
<b>WEST-LITE SUPPLY CO., INC.</b>					<b>Total Check Amount:</b>	<b>\$153.09</b>
V38986	WIPER CENTRAL USA, INC.	09/13/2019	18126	480515161	WHITE TERRY TOWELS	\$318.40
<b>WIPER CENTRAL USA, INC.</b>					<b>Total Check Amount:</b>	<b>\$318.40</b>
V38987	ELEANOR YBARRA	09/13/2019	27904	110404215	CLASS INSTR BCC AUG19	\$375.00
<b>ELEANOR YBARRA</b>					<b>Total Check Amount:</b>	<b>\$375.00</b>
<b>Voucher Subtotal</b>						<b>\$855,698.67</b>

**TOTAL \$1,197,108.65**

City of Brea

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**COUNCIL COMMUNICATION**

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

**FROM:** Bill Gallardo, City Manager

**DATE:** 09/17/2019

**SUBJECT:** Monthly Report of Investments for the Successor Agency to the Brea Redevelopment Agency for Period Ending July 31, 2019

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**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 July 2019. Funds received by the Successor Agency are typically spent within three to six months; therefore are not invested long-term. The Successor Agency's Local Agency Investment Fund (LAIF) is used for short-term investments and functions like a savings account until funds are required to meet expenditures needs. Attachment A includes a Portfolio Summary and Holdings Report prepared by Chandler Asset Management for the funds invested on behalf of the Successor Agency. As of July 31, 2019, the market value, including accrued interest on the Successor Agency's Local Agency Investment Fund (LAIF), was \$287,497.55 in comparison to \$287,035.41 at June 30, 2019. The Successor Agency to the Brea Redevelopment Agency has sufficient cash flow to meet its expected expenditures for the next six months.

The Successor Agency also has restricted (fiscal agent) cash and investment accounts related to its various bond reserve accounts which are managed by Chandler Asset Management. Attachment A includes a portfolio report from Chandler Asset Management for each bond reserve account that is invested. As of July 31, 2019, the market value of these funds, including short-term cash and accrued interest was \$11,463,984.49 as compared to \$12,782,569.98 as of June 30, 2019.

**FISCAL IMPACT/SUMMARY**

During the month of July, the total value of the Successor Agency to the Brea Redevelopment Agency's investment portfolio increased by \$462.14 due to changes in market value. The total value of the restricted cash and investments decreased by \$1,318,585.49 primarily due to debt service payments for the 2004 and 2010 Lease Revenue Bonds that are due to the bond holders on July 1, 2019.

**RESPECTFULLY SUBMITTED:**

William Gallardo, City Manager

Prepared by: Alicia Brenner, Senior Fiscal Analyst

Concurrence: Cindy Russell, Administrative Services Director

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**Attachments**

Attachment A

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**Successor Agency to the Brea Redevelopment Agency**  
**Cash and Investment Information**  
 July 31, 2019

			<b>Cost Value</b>	<b>Market Value*</b>
<b>Demand and Interest-Bearing Checking Accounts</b>				
	Citizen's Bank	\$	<b>196,061.43</b>	\$ <b>196,061.43</b>
<b>Local Agency Investment Fund</b>				
	LAIF	\$	<b>286,926.86</b>	\$ <b>287,497.55</b>
<b><u>Fiscal Agent Cash &amp; Investments</u></b>				
2004	Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 5,903.61	\$ 5,903.61
2010	Brea Public Financing Authority Lease Revenue Bond	Chandler/BNY	\$ 17,457.54	\$ 17,457.54
2013	Tax Allocation Bonds	Chandler/BNY	\$ 9,165,038.58	\$ 9,165,038.58
2016	Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,214,546.28	\$ 1,214,546.28
2017	Tax Allocation Refunding Bonds, Series A & B	Chandler/BNY	\$ 1,061,038.48	\$ 1,061,038.48
<b>Sub-total - Fiscal Agent Cash &amp; Investments</b>			<b>\$ 11,463,984.49</b>	<b>\$ 11,463,984.49</b>
<b>Grand Total</b>			<b>\$ 11,946,972.78</b>	<b>\$ 11,947,543.47</b>

\* Includes accrued interest on invested funds

**Successor Agency to the Brea Redevelopment Agency**  
**Cash and Investment Information**  
 July 31, 2019

<b>Fiscal Agent Cash &amp; Investments Detail</b>	<b>Cost Value</b>	<b>Market Value</b>
2004 Brea Public Financing Authority Lease Revenue Bond - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ 5,903.61	\$ 5,903.61
<b>Sub-total</b>	<b>\$ 5,903.61</b>	<b>\$ 5,903.61</b>
2010 Brea Public Financing Authority Lease Revenue Bond - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ 17,457.54	\$ 17,457.54
<b>Sub-total</b>	<b>\$ 17,457.54</b>	<b>\$ 17,457.54</b>
2013 Tax Allocation Bonds - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ 9,165,038.58	\$ 9,165,038.58
<b>Sub-total</b>	<b>\$ 9,165,038.58</b>	<b>\$ 9,165,038.58</b>
2016 Tax Allocation Refunding Bonds, Series A & B - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ 1,214,546.28	\$ 1,214,546.28
<b>Sub-total</b>	<b>\$ 1,214,546.28</b>	<b>\$ 1,214,546.28</b>
2017 Tax Allocation Refunding Bonds, Series A & B - <b>CHANDLER</b>	\$ -	\$ -
Short-Term Treasury Funds - <b>BNY</b>	\$ 1,061,038.48	\$ 1,061,038.48
<b>Sub-total</b>	<b>\$ 1,061,038.48</b>	<b>\$ 1,061,038.48</b>
<b>Report Grand Total</b>	<b>\$ 11,463,984.49</b>	<b>\$ 11,463,984.49</b>

PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.00
Average Coupon	2.37%
Average Purchase YTM	2.37%
Average Market YTM	2.37%
Average S&P/Moody Rating	NR/NR
Average Final Maturity	0.00 yrs
Average Life	0.00 yrs

ACCOUNT SUMMARY

	Beg. Values as of 6/30/19	End Values as of 7/31/19
Market Value	275,726	286,927
Accrued Interest	11,310	571
Total Market Value	287,035	287,498
Income Earned	3,642	462
Cont/WD		0
Par	275,726	286,927
Book Value	275,726	286,927
Cost Value	275,726	286,927

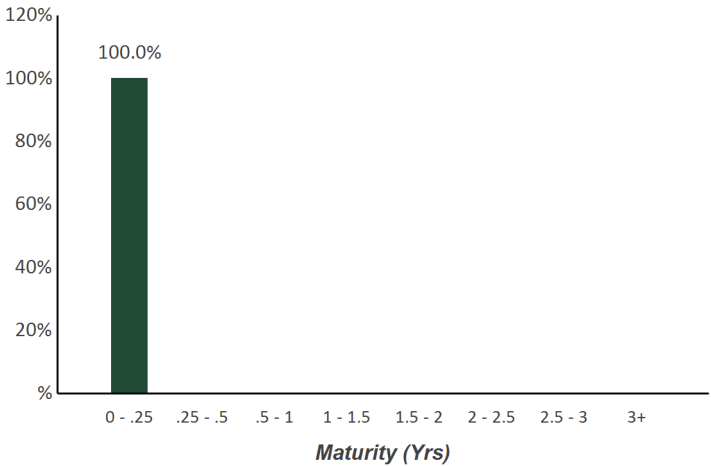
TOP ISSUERS

Local Agency Investment Fund	100.0%
Total	100.0%

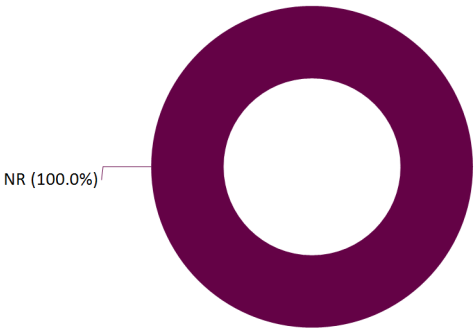
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)





Holdings Report

As of July 31, 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	286,926.86	Various 2.37%	286,926.86 286,926.86	1.00 2.37%	286,926.86 570.69	100.00% 0.00	NR / NR NR	0.00 0.00
Total LAIF		286,926.86	2.37%	286,926.86	2.37%	286,926.86 570.69	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		286,926.86	2.37%	286,926.86	2.37%	286,926.86 570.69	100.00% 0.00	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						287,497.55			

City of Brea

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**COUNCIL COMMUNICATION**

**FROM:** Bill Gallardo, City Manager

**DATE:** 09/17/2019

**SUBJECT:** August 30, 2019 Successor Agency Check Register - Receive and file.

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**Attachments**

08-30-19 SA Check Register

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## Successor Agency Check Register for: Aug 30, 2019

Check #	Vendor Name	Check Date	Vendor #	Budget Unit	Description	Amount
2749	THE BANK OF NEW YORK MELLON	08/30/2019	4202	813000000	2011 TAX ALLOC BOND	\$200.00
<b>THE BANK OF NEW YORK MELLON</b>					<b>Total Check Amount:</b>	<b>\$200.00</b>
2750	BROOKDALE - BREA	08/30/2019	4623	511626224	SENIOR SUBSIDY SEP 19	\$254.00
<b>BROOKDALE - BREA</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2751	CITY OF BREA	08/30/2019	1003	511	REIMB COSTS 18/19 JUN	\$1,898.49
	CITY OF BREA	08/30/2019	1003	511	REIMB COSTS 19/20 JUL	\$1,639.51
<b>CITY OF BREA</b>					<b>Total Check Amount:</b>	<b>\$3,538.00</b>
2752	HERITAGE PLAZA APARTMENTS	08/30/2019	1917	511626224	SENIOR SUBSIDY SEP 19	\$254.00
<b>HERITAGE PLAZA APARTMENTS</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2753	HOLLYDALE MOBILE ESTATES	08/30/2019	4577	511626224	SENIOR SUBSIDY SEP 19	\$254.00
<b>HOLLYDALE MOBILE ESTATES</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2754	LAKE PARK BREA	08/30/2019	2433	511626224	SENIOR SUBSIDY SEP 19	\$1,270.00
<b>LAKE PARK BREA</b>					<b>Total Check Amount:</b>	<b>\$1,270.00</b>
2755	ORANGE VILLA SENIOR APARTMENTS	08/30/2019	2132	511626224	SENIOR SUBSIDY SEP 19	\$254.00
<b>ORANGE VILLA SENIOR APARTMENTS</b>					<b>Total Check Amount:</b>	<b>\$254.00</b>
2756	VINTAGE CANYON SENIOR APARTMENTS	08/30/2019	4081	511626224	SENIOR SUBSIDY SEP 19	\$1,016.00
<b>VINTAGE CANYON SENIOR APARTMENTS</b>					<b>Total Check Amount:</b>	<b>\$1,016.00</b>
2757	BANDERA ESTATES	08/30/2019	3121	511626224	SENIOR SUBSIDY SEP 19	\$508.00
<b>BANDERA ESTATES</b>					<b>Total Check Amount:</b>	<b>\$508.00</b>

**Overall - Total    \$7,548.00**